REQUEST FOR PROPOSAL

**Worker’s Compensation and Public Safety Injured on Duty Claims Administration and Related Services**

|  |  |
| --- | --- |
| RFP #: | **24-47** |
| Proposals Due: | **Thursday, April 4, 2024 at 1:00 AM** |
| Proposals Due at: | **Everett City Offices**  **484 Broadway**  **Everett, MA 02149** | |

**Contact**

Allison Jenkins, Chief Procurement Officer

v: 617.389.2288

[allison.jenkins@ci.everett.ma.us](mailto:emancini@lexingtonma.gov)

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# Legal Notice

**Request for Proposals**

**RFP # 24-47 Worker’s Compensation and Public Safety Injured on Duty Claims Administration and Related Services**

The City of Everett, acting through its Mayor, is seeking proposals from qualified firms to provide administrative and related services for the City's self-insured workers' compensation and public safety injury on duty programs (Massachusetts General Laws, Chapter 41 Sections 111F).

Separate Price and Non-Price Proposals pursuant to M.G.L c.30B s.6 are required. Proposals must be in sealed envelopes plainly marked on the outside: “RFP #24-47 Worker’s Compensation and Public Safety Injured On Duty Claims Administration and Related Services” and delivered to the City of Everett Purchasing Office at 484 Broadway Room 14, Everett, MA 02149, no later than Thursday, April 4, 2024 at **1:00 a.m. Local Time.**

Bid documents will be available on or after 9 am Thursday, March 21, 2024 on our website [Purchasing - Everett, MA - Official Website (cityofeverett.com)](https://cityofeverett.com/city-hall/departments/finance-department/purchasing/#BidOpportunities).

The City of Everett reserves the right to accept or reject any and all proposals, in part or in whole, should it be in the public interest to do so. This contract will be awarded to the lowest responsible and responsive vendor offering the most advantageous proposal in accordance with Massachusetts General Law c.30B s.6.

# General Information

## Overview

This is a Request for Proposals (RFP) issued by the **City of Everett** to secure the provision of goods and/or services pursuant to M.G.L. c. 30B, s. 6.

The **City of Everett, 1625 Massachusetts Avenue, Everett, MA 02149** seeks proposals for administrative and related services for the City's self-insured workers' compensation and public safety injury on duty programs (Massachusetts General Laws, Chapter 41 Sections 111F).

Bid documents will be made available by submitting a request for **#24-47** and providing the prospective bidder's Contact Person Name, Company Name, Address, City, Zip, phone and fax numbers, and e-mail address through one of the following means:

1. By submitting a request for **#24-47** through the City’s website [[Purchasing - Everett, MA - Official Website (cityofeverett.com)](https://cityofeverett.com/city-hall/departments/finance-department/purchasing/#BidOpportunities)g](http://www.lexingtonma/purchasing).

Bid documents will be e-mailed unless delivery via U.S. Mail is specified by the requester.

## Inquiries

Direct all inquiries to Allison Jenkins at Allison.jenkins@ci.everett.ma.us. No inquiries will be accepted within two days prior to the bid opening. Responses to inquiries that affect all bidders will be issued as addenda. Nonbidding parties will not be issued addenda without a public records request for the addenda after the addenda is issued. Non-bidding parties should not distribute this for use as an official bid document, only the City will issue official bid documents. Note: We do not distribute “official” documents to non-bidders nor do we advertise outside of the newspaper and Government Required Central Register/Goods and Service Bulletins.

## Addenda

Written addenda issued by the City of Everett will be posted to the City of Everett website. Absence of “failure” messages electronically transmitted from addressee’s site will serve as confirmation of delivery of addenda.

# How To Submit A Bid

## Bid Submittal

**Separate Price and Non-Price Proposals** must be in sealed envelopes and clearly marked:

* “Worker’s Compensation and Public Safety Injured On Duty Claims Administration and Related Services Contract #24-47 **Price Proposal”** and
* “Worker’s Compensation and Public Safety Injured On Duty Claims Administration and Related Services Contract #24-47 **Non-Price Proposal”.**

On the **“Price Proposal Form”** the bidder shall specify prices in both words and figures, in ink or typed. In case of discrepancy between the words and figures, the written words shall govern. Price Proposal envelopes will remain sealed until the **“Non-Price Proposal”** has been evaluated.

**The bidder shall submit one (1) copy of the Non-Price Proposal and one digital copy on a flashdrive or similar. The digital copy must be in the sealed envelope- emailed copies will not be accepted.**

Each shall clearly indicate the name and address of the bidder.

Proposals must be filled and signed as directed therein, addressed to:

**City of Everett**

**Purchasing Department, Room 14**

**484 Broadway**

**Everett, MA 02149**

Bids must be signed as follows:

* **If the bidder is an individual**, by her/him personally;
* **If the bidder is a partnership**, by the name of the partnership, followed by the signature of each general partner; and
* **If the bidder is a corporation**, by the name of the corporation, followed by the signature of an authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation with the corporate seal affixed.

## Compliance with RFP

Bidders must comply with all requirements of this RFP in order to be eligible for contract award.

Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake in a bid is evident and the intended bid is clear on the face of the **Price Proposal Form**, the mistake will be corrected to reflect the intended correct bid and the bidder will be notified in writing. The bidder may not withdraw such a bid. The City of Everett may reject or a bidder may withdraw a bid if a mistake is clearly evident on the face of the **Price Proposal Form**, yet the intended correct bid is not similarly evident.

One contract will be awarded only to a responsive and responsible established bidder capable of performing the services contemplated and meeting the minimum criteria set forth in the specifications. Each proposal will be screened to determine whether it meets all of the proposal submission requirements as described in these General Instructions to Bidders.

NOTE:

* Any proposal which fails to include the information or documentation specified in the proposal submission requirements will be considered nonresponsive, shall be rejected and shall not be evaluated further.
* Any proposal which includes information on the Non-Price Proposal forms that does not meet minimum specifications for the information required on the form will be considered non-responsible, shall be eliminated from the competition and shall not be evaluated further.

## Form of Bid

Bids must be submitted on the **Price Proposal Forms** provided and must contain all the required enclosures itemized in Section 7 below.

## Required Bid Documents

All bids are **required** to contain the following forms fully completed and signed:

* **Price Proposal Form** *(Form A)*
* **Statement of Competency -- with list of references** *(Form B)*
* **Bid Price Form** *(Form C)*
* **Non-Price Proposal** *(see page 16 for submission requirements)*
* **A fully executed and signed Contract** *(Form D)*
* **W9**
* **Applicable Insurance Certificates**

## Modifications to Bids

A bidder may correct, modify, or withdraw a bid by written notice received by the City of Everett not later than the close of business on the day before the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.\_\_." Each modification must be numbered in sequence, must reference theoriginal RFP and must be signed by the same person who signed the **Price Proposal Form** or a surrogate so authorized in writing.

After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City of Everett or fair competition as determined by the City of Everett.

## Bid Opening

Sealed proposals will be accepted at **City Of Everett, 484 Broadway, Everett, MA 02149 until 1:00 AM on Thursday, April 4, 2024. Specific delivery instructions are as follows:**

* Bids sent via mail or courier should be addressed to Allison Jenkins, Chief Procurement Officer, 484 Broadway, Room 14, Everett, MA 02149.
* Bids NOT sent via mail or courier should be hand-delivered to the Purchasing Department, Room 14, 484 Broadway, Everett, MA 02149.

**It is the sole responsibility of each bidder to ensure timely receipt to the delivery location. Late bids will not be accepted.**

RFPs will be opened privately and evaluated. Price Proposals are opened privately after non-proposal evaluations.

**Unforeseeable Deterrents -** If at the time of the scheduled bid opening, the designated site is unavailable due to circumstances beyond the control of the City of Everett, the bid opening will be automatically postponed (with or without notice to potential bidders) until 1:00PM at the same location on the next normal business day. In the event the same location cannot be used to accommodate a postponement, the bid opening will be formally postponed with notification to all parties provided bid documents by the City of Everett. Bids will be accepted until any postponement time.

# Award and Contract

## Rule of Award

**An award will be made** **as follows:**

An award will be made to a responsive, and responsible bidder offering the most advantageous proposal for the goods and/or services that are the subject of this RFP (subject to the City’s budget appropriation).

An Evaluation Committee will review the **non-price proposals**. The non-price proposals will be evaluated without knowledge of prices.

## Tie Breaker

In the event of a tie, the top bidders may be subject to an additional interview phase.

## Timeframe for Award

All bid prices submitted in response to this RFP must remain firm for 30 (thirty) days following the bid opening or until a contract is executed, whichever occurs first.

## Reserved Rights

The City of Everett reserves the right to:

1. Cancel this RFP at any time, with or without notice to prospective bidders. Reasonable efforts will be made to give timely notice.
2. Accept or reject, in whole or in part, any and all bids as permitted by law.
3. Award contracts as it deems best serves the interests of the **City of Everett**.
4. Waive or adjust non-statutory bid requirements before or after bids are opened in whatever ways it deems best serves the interests of **the City of Everett**,while also being non-prejudicial to the interests of fair competition.

## Contract

A signed contract will result from this RFP, and will remain in effect for one year with the option to extend for two (2) one-year terms (at the City’s sole discretion). The initial contract term shall commence on May 1, 2024 and terminate on June 30, 2025. While the contract is in effect, the Procurement Officer acting on behalf of the **City of Everett** may continue to place orders for the awarded items at the original bid price. The City shall cancel this contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year.

# Bidder Proposal Requirements

## Performance Capabilities

Bidders must be capable of providing the specified services on schedule and provide any support services in a professional and workmanlike manner.

Time of performance is critical to this RFP. Bidders must reassure the **City of Everett** of their capacity to perform within the timeframe set out in this RFP.

## References

Bidders must provide a list of references. Use a separate sheet(s) clearly marked **"REFERENCES"** to provide the following information for each reference.

1. Customer Name

**Poor references may be used as a basis for determining that a VENDOR is not a responsible bidder. The City of Everett may act as its own reference.**

1. Years as a customer
2. Street
3. City, State, Zip
4. Contact Person
5. Telephone number

# 

# Product and Performance Terms

Each Non-Price Proposal shall first be reviewed to ascertain whether or not the following Quality Minimum Requirements have been met. Each non-price proposal meeting the Quality Minimum Requirements shall be rated according to the Evaluative Criteria.

## Quality Minimum Requirements

* Bidder’s designated representative has five (5) or more years of experience in administering self-insured workers compensation programs for municipalities in the Commonwealth of Massachusetts.
* Bidder’s designated representative has five (5) or more years of experience administering self-insured workers compensation and Massachusetts General Laws, Chapter 41 Section 111F programs for municipalities in Massachusetts.
* No documented record of non-performance or significant unsatisfactory performance in the administration of the worker’s compensation program.
* Authority to do business in the Commonwealth of Massachusetts. The selected company will be bound by all applicable statutory provisions of the laws of the federal government, the Commonwealth of Massachusetts and the City.
* All required bid documents received with the submission.

## Method of Acquisition

The City of Everett will issue purchase orders on behalf of the **City of Everett, as well as any and all other City of Everett Departments if they deem the contract useable**.

## Invoicing

Selected Vendors must direct all invoices to the Human Resources Department.

The City of Everett is tax-exempt. Sales taxes and finance charges will not be paid.

**Invoices must contain, or be accompanied by, the following information:**

* The City of Everett Purchase Order number
* The City of Everett Contract Number
* Department that was Serviced
* Contact that Ordered Service
* Quantity Purchased
* Item Number and Description
* Unit Price per Vendor’s bid
* Extended Price
* Total Price
* Total Amount Payable
* Drop-ship Address
* Delivery Date
* Certified Payroll Report (for Prevailing Wage Jobs)
* Record of Receiver’s Sign-off

## 

## Payment

The goods and/or services procured through this RFP are funded by the City of Everett on an indirect payment basis. All services applicable to prevailing wage must pay prevailing wage and send certified payroll reports with each invoice. Payments shall be made in 10 equal monthly installments or on a schedule agreeable by both parties.

# Appendix A – Product Specifications

**Introduction**

The City of Everett (hereinafter referred to as the “City”) acting through its Mayor invites written sealed proposals from experienced firms to provide administrative and related services for the City's self-insured workers' compensation and public safety injury on duty programs (Massachusetts General Laws, Chapter 41 Sections 111F).

The City of Everett operates with a City Council members / Mayor.

The City provides a full range of governmental services including police and fire protection, emergency medical services, collection, disposal, and recycling of solid waste, sewers, streets, water services, health and human services, City library, and recreation. The City also provides public education in grades kindergarten through twelve.

**1. Workers' Compensation/Public Safety Injury on Duty Administration:**

Services shall consist of third-party administration, case management, claims monitoring, managed care, and utilization review services (where applicable). These services include: receipt, processing, filing and maintenance of all claims-related forms, reports and notices as required by State law and the Department of Industrial Accidents and as needed for controlling losses; verification of all medical billings and determination of IAB rates for payment; timely follow-up with physicians and claimants and investigation of cases, when necessary and when approved in advance by the City, to reduce exposure and cost; and recommendation of appropriate payments for final decision by the Mayor. Service provider shall also include incorporation of nursing or other professional medical services to provide advice and to assist in communication.

The service provider will maintain frequent personal contact via telephone, fax and visits with the Human Resources Director and Benefits Coordinator and by other means as may be necessary as needed to coordinate all information, actions and decisions.

Loss reports will be issued monthly on claims activity. The loss report must include information such as claimant's name, date of injury, location and nature of incident. The report will also include payments made for compensation and medical costs. Analysis of open claims and loss activity shall be conducted by the service provider, with findings presented to the Human Resources Director, and Benefits Coordinator at least quarterly.

These services will be provided for all City and School employees (and retirees, where applicable) as described under “Background Information” incorporated herein.

**2. Legal Services:**

The service provider will offer legal counsel on interpretation and application of related legislation, various procedures, and case law. The legal services shall include representing the City of Everett in any administrative or legal proceeding relating to workers compensation and public safety injured on duty claims. Proposals should provide detailed information regarding legal counsel's fee arrangements including any flat fee offerings, and the hourly rate of all legal staff that will provide work for the City.

**3. Loss Control Services:**

The service provider will administer a loss control program to reduce exposure and loss, including inspection of work sites, equipment and procedures; review and analysis of accidents; training; and participation at safety meetings. Recommendations for change will be presented to the Human Resources Director. The service provider should outline a proposed plan for the delivery of these services along with a fee schedule and/or the hourly rates associated with the performance of these services (if any). The service provider should identify those loss control professionals who will work on behalf of the City of Everett and include their resumes.

**Approximate Medical and Related Costs (Table I)**

|  |  |  |
| --- | --- | --- |
| **Fiscal Year** | **Cost of Claims**  **(Non-Public Safety)** | **Cost of Claims**  **(Public Safety)** |
| 2017 | 187,033 |  |
| 2018 | 559,265 |  |
| 2019 | 392,018 |  |
| 2020 | 42,145 |  |
| 2021 | 420,956 |  |

**Approximate Number of Reports (Table I)**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Fiscal Year** | **Number of Reports**  **(Non-Public Safety)** | **Number of Reports**  **(Public Safety)** |
| 2017 | 6 | 21 |
| 2018 | 7 | 26 |
| 2019 | 14 | 24 |
| 2020 | 21 | 19 |
| 2021 | 17 | 23 |

**ASSURANCES & DELIVERY**

The City of Everett or a departmental representative shall inspect the work and give directions pertaining to the work. The vendor or subcontractor shall notify the Human Resources Director or his/her representative of the time of starting work, interruptions and delays.

The Vendor shall keep the work under their personal control and shall not assign by power of attorney or otherwise, or sublet the work or any part thereof without notice and clearance by the City.

All materials, methods of delivery, and staff involved with delivery must comply with all applicable laws, statutes, policies, and regulations. Ignorance of any law, regulation, policy, or statute is not an excuse for non-compliance with those laws, regulations, policies, or statutes. This includes but is not limited to prevailing wage, MGL 30B, MGL 30 39m, and MGL 149.

**Accessories & Insurance**

* Insurance
  + Must provide the City of Everett with a copy of Insurance certificates documenting amounts of coverages for:
    - Public Liability and Property Damage Liability Insurance,
    - Comprehensive Vehicle Liability and Property Damage Insurance; and
    - Statutory Workman’s Compensation Insurance.
  + Evidence of existing workers’ compensation insurance policy must be provided in accordance with MGL Ch. 152, Section 25C and attached.
  + Insurance Requirements are attached below.
* Copy of W9 is required and must be attached.
* Non-collusion and fraud certification are required, must be signed, and attached.

**INSURANCE REQUIREMENTS**

The Contractor shall carry and maintain, for the life of this contract, all insurance as specified below, and in such form as covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by him/her self or by any person or anyone directly or indirectly employed by either of them. The coverage shall include the City of Everett as an additional insured and amounts of such insurance shall be as follows:

A: Workers Compensation

Statutory State, Massachusetts

Coverage Limit, $100,000 each employee

B. General Liability

1. Limits of Liability Combined Single Limit

Bodily Injury and Property Damage of $1,000,000

2. Arrangement of Coverage

a. Premises Operations

b. Owners and Contractors Protective

c. Broad Form Comprehensive General Liability Endorsement or equivalent to include Broad Form Contractual, Personal Injury, Broad Form Property Damage.

Cross Liability

Professional Liability

C. Automobile

1. Limits of Liability

Combined Single Limit

Bodily Injury and Property Damage of $1,000,000

2. Arrangement of Coverage

a. Employer non-owned

b. Hired Car

c. All Owned or Leased Vehicles

Said policies shall be so written that the City of Everett will be notified of cancellation at least thirty (30) days prior to the effective date of such cancellation.

Certificates in duplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with the City of Everett before operations are begun. Such certificates shall contain a statement referring specifically to this contract to the effect that all insurance coverage herein required has been provided. Certificates shall be filed before the award can be made. Signatures on all certificates and insurance forms must be original signatures.

Insurance under which the City shall be named as in “Insured” or as “Additional Interest” shall be carried with an insurance company licensed to write such insurance in the Commonwealth of Massachusetts.

The Contractor shall indemnify and save harmless the City, and all of its officers, agents, and employees from all suits, actions or claims of any character.

END

# Non-Price Proposal Submission Requirements

The **Non-Price Proposal** must clearly be marked: **“Workers' Compensation and Public Safety Injury on Duty Claims Administration & Related Services – Non-Price Proposal.”**

**Bidders shall submit one (1) copy of the Non-Price Proposal and a digital copy on a flash drive or similar. The digital copy must be in the sealed envelope. Emailed copies will not be accepted.**

The **Non-Price Proposal** must include the following:

1. Proposals must include a ***letter of transmittal*** signed by the individual authorized to negotiate for and contractually bind the company. The transmittal letter shall state that the offer is effective for thirty (30) calendar days from the opening date of the proposals, until a contract is executed or until this bid is cancelled, whichever occurs first. The transmittal letter also must acknowledge any and all addendums filed under this Request for Proposals (RFP).
2. Proposals must have a ***table of contents*** to easily identify where the requested information can be found.
3. ***Contact information*** must include name, address, telephone number, fax number, and email address of the individual(s) submitting the bid, and those who may be contacted regarding the submission, and the individual who is authorize to contractually bind the company.
4. A general ***company profile*** and list of ***key personnel*** who will be responsible for providing services to the City under this contract, including attorneys providing legal services under the contract. The submission must include a commitment to the assignment of these personnel to the proposed contract. Resumes for ***key personnel*** must be included.
5. The identification of any and all ***Vendors/Consultants*** who will work with the Bidder, with resumes attached.
6. ***Project Narrative*** including your approach to objectives, specific elements, and tasks associated with services, delineating how the bidder shall fulfill the Scope of Services (Appendix A). The information must include:

a. A description of the procedures to be used to receive, review and process all injury reports and medical billings -- the description should include service standards regarding contact with injured employees/retirees, contact with the Human Resources Director/designee, and contact with the treating physician, etc. upon notice of the claim.

b. A description of the steps to be taken to ensure that decisions and actions on claims are made in a timely manner. This should include a description of the diary system that will be used for the follow-up on claims management action plans.

c. A description of the procedures to be used to maintain on-going contact with injured employees/retirees, physicians and the City to ensure that there are open lines of communication and that injured employees are returned to work as soon as they are capable of full or modified “light” duty.

d. A description of the automated systems that will be used to fulfill the reporting and record-keeping functions required.

e. A description of the service provider's approach to medical bill payment, managed care (including the use of rehabilitation nurses), utilization review, vocational rehabilitation and surveillance. Identify all outside providers (if any) that may be involved in the provisions of any of these services. Provide detailed information regarding the referral protocols to any outside provider that may be used for any of the above services as well as detailed fee information.

f. An indication as to whether the service provider has established relationships with any medical providers individually, through a preferred provider arrangement or through a preferred provider organization.

1. ***Related Experience:***  must include a representative list of other clients for whom such services are being provided, including a separate list of those municipal government clients in Massachusetts. For each, provide the following: the client’s name, address, telephone number, fax number, contact person, and a brief description of the actual work performed.
2. Bidder must include ***Sample Reports*** such as loss runs and other reports showing frequency of accidents, accidents by department, and accidents by body part, etc.
3. The bidder must explain what information will be ***Required from the City*** in order to implement the services to be provided. This information should include sample forms which the company may provide to the City for submitting claims, obtaining information from medical providers, calculating payments, etc.
4. Any ***other information*** that the bidder considers relevant for the purpose of evaluating its qualification for the project. State whether the company has, under the laws of any province, territory, state, or country, in the last seven (7) years been declared bankrupt or made a voluntary assignment in bankruptcy or made a proposal under any legislation relating to bankruptcy or insolvency. The City is always interested in any and all cost reduction opportunities.

# Price Proposal Submission Requirements

The **Price Proposal** shall contain one (1) original sealed price proposal signed by an individual authorized to bind the Bidder. The sealed envelope must be clearly marked “**Workers' Compensation and Public Safety Injury on Duty Claims Administration & Related Services– PRICE PROPOSAL”.** The price must remain firm for ninety (90) calendar days.

All Bidders are expected to complete and include in the **Price Proposal** envelope the following:

1. A completed **Price Proposal Form (Form C- can be found on page 27)** Failure to fully complete the form, or provide the requested information, or making any alterations will be deemed a **conditional bid** and the proposal will be rejected (included in bid package).

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# Base/Minimum Requirements

A proposal that does not meet all of the Base Requirements shall be deemed non-responsive and shall not be evaluated further.

### All required documentation is submitted and signed Yes/No

### Separate Price and Non-Price Proposals are received Yes/No

### The proposal includes at least three (3) references Yes/No

*Note: Poor references may be used as a basis for determining that a vendor is not a responsible bidder. The City of Everett may act as its own reference.*

Each proposal meeting the Base Requirements shall then be rated according to the Evaluative Criteria.

# Evaluative Criteria

Proposals which meet the Quality Minimum Criteria and satisfy the Scope of Services (Appendix A) will be further evaluated based on the Evaluative Criteria listed below. For each criterion, proposals will be assigned a rating of **Highly Advantageous**, **Advantageous**, **Not Advantageous,** or **Unacceptable**. Criteria that will be used for comparative purposes are the following:

1. **Experience Providing Workers Compensation Administration:**

* **Highly Advantageous:** Bidder’s key personnel has ten (10) or more years of experience administering self-insured workers' compensation and public safety injured on duty programs for schools and/or municipalities in the Commonwealth of Massachusetts.
* **Advantageous:** Bidder’s key personnel has five (5) but less than ten (10) years of experience administering self-insured workers' compensation and public safety injured on duty programs for schools and/or municipalities in the Commonwealth of Massachusetts.
* **Not Advantageous:** Bidder’s key personnel has five (5) years or less experience administering self-insured workers' compensation and public safety injured on duty programs for schools and/or municipalities in the Commonwealth of Massachusetts.
* **Unacceptable:** Bidder’s key personnel does not possess any experience in the related field.

1. **Timeliness and Thoroughness Claims, Billing and Reports are Reviewed and Processed:**

* **Highly Advantageous:** Bidder has a computerized file system and has established procedures to monitor and ensure that workers’ compensation and public safety injured on duty claims, medical bills and reports are reviewed and processed in a timely, accurate, and thorough manner. Provider is able to document, through reports or references, that clients have experienced reduced costs (such as reductions in the number of fines) due to the effectiveness of these procedures.
* **Advantageous:** Bidder has a computerized file system and has established procedures to monitor and ensure that workers’ compensation and public safety injured on duty claims, medical bills, and reports, are reviewed and processed in a timely, accurate, and thorough manner.
* **Not Advantageous:** Bidder works from paper files, and has established procedures to monitor and ensure that workers’ compensation and public safety injured on duty claims, medical bills, and reports, are reviewed and processed in a timely, accurate, and thorough manner.
* **Unacceptable:** Bidder has no established procedures to monitor and ensure that workers’ compensation and public safety injured on duty claims, medical bills, and reports are reviewed and processed in a timely, accurate, and thorough manner.

1. **Access to Reports:**

* **Highly Advantageous:** Bidder permits on line access to the data base which can be used by the City to query system and on which can be found at least the following: date of injury, claimant’s full name, social security number, occupation, department/location, funds paid, reserve amounts (medical and indemnity), the total amount incurred, open/closed status, accident type, injury type, number of work days lost, and status of claims management activity/efforts. The system should ideally allow for electronic communications between the City and the service.
* **Advantageous:** Bidder provides timely information.
* **Not Advantageous:** Bidder doesn’t provide timely information.
* **Unacceptable:** Bidder doesn’t provide any information.

1. **Effectiveness of Claims Management:**

* **Highly Advantageous:** Bidder can provide one full-time primary claims person (with appropriate full-time back-up staff available) assigned to all of the City's workers compensation cases, who has ten (10) or more years’ experience handling workers compensation claims from municipalities in the Commonwealth of Massachusetts including significant experience handling claims at the Department of Industrial Accidents. Bidder has a proven record of closely monitoring cases, establishing timely and accurate reserves, and taking appropriate action to control costs by seeking alternative medical review and treatment and pursuing legal settlements as necessary and as authorized by the City.
* **Advantageous:** Bidder can provide one or more full-time primary claims persons assigned to all of the City's workers' compensation cases each of whom has five (5) or more years’ experience providing workers' compensation claims services to municipalities in the Commonwealth of Massachusetts.

***OR***

* Bidder can provide one full-time primary claims person assigned to all of the City's workers' compensation cases who has five (5) or more years of experience providing workers' compensation claims service to general employers in the Commonwealth of Massachusetts, and the Bidder has a record of closely monitoring cases, establishing timely and accurate reserves, and taking timely and appropriate action to control costs by seeking alternative medical review and treatment and pursuing legal settlements as indicated.
* **Not Advantageous:** Bidder can provide multiple claims people, any of whom will handle the City's workers' compensation cases, and they are supervised by a claims person who has at least five (5) years of experience providing workers' compensation claims services to general employers in the Commonwealth of Massachusetts.
* **Unacceptable:** Bidder can provide one or more claims people, any of whom may handle the City's workers' compensation cases. These individuals have less than five (5) years’ experience handling workers' compensation cases in the Commonwealth of Massachusetts and are supervised by someone with less than five (5) years of workers compensation claims handling experience in Commonwealth of Massachusetts.

1. **Legal Services:**

* **Highly Advantageous:** Bidder can provide one primary attorney assigned to all of the City's workers' compensation cases who has ten (10) or more years of experience in providing workers' compensation and public safety injured on duty legal services to municipalities in the Commonwealth of Massachusetts, including significant familiarity with the administrative review procedures of the Department of Industrial Accidents.
* **Advantageous**: Bidder can provide one or more attorneys, any of whom will handle the City's workers' compensation and public safety injured on duty cases, and each of whom have at least five (5) or more years of experience providing workers' compensation and public safety injured on duty legal services to municipalities in the Commonwealth.

**OR**

Bidder can provide one primary attorney assigned to all of the City's workers' compensation and public safety injured on duty cases who has five (5) or more years of experience providing workers' compensation and public safety injured on duty services legal services to general employers in the Commonwealth of Massachusetts.

**□ Not Advantageous:** Bidder can provide one or more attorneys, any of whom will handle the City's workers' compensation and public safety injured on duty cases, and each of whom have at least five (5) or more years of experience providing workers' compensation and public safety injured on duty legal services to general employers in the Commonwealth of Massachusetts.

**□ Unacceptable:** One or more of the attorneys the Bidder intends to use to provide legal services to the City has less than five (5) of experience providing workers compensation and public safety injured on duty legal services to general employers in the Commonwealth of Massachusetts.

1. **Medical and Billing Reviews of Public Safety Personnel:**

* **Highly Advantageous:** Bidder’s key personnel has more than ten (10) years of experience in reviewing medical services and billings and providing case management for public safety personnel for municipalities in the Commonwealth of Massachusetts.
* **Advantageous:** Bidder’s key personnel has more than five (5) but less than ten (10) years of experience in reviewing medical services and billings and providing case management for public safety personnel for municipalities in the Commonwealth of Massachusetts.
* **Not Advantageous:** Bidder’s key personnel has five (5) year of experience in reviewing medical services and billings and providing case management for public safety personnel in the Commonwealth of Massachusetts.
* **Unacceptable:** Bidder’s key personnel has less than five (5) years or no previous experience in reviewing medical services and billings and providing case management for municipalities in the Commonwealth of Massachusetts.

1. **The narrative submittal which describes the firm, its organizational structure and its proposed approach to serving the City will be evaluated and rated as follows:**

**□ Highly Advantageous:** The narrative demonstrates that the firm understands the requirements of the proposed engagement and its proposed approach would be a very effective method of providing the services required by the City of Everett.

**□ Advantageous:** The narrative demonstrates that the firm understands the requirements of the proposed engagement and its proposed approach would be adequate to meet the requirements of the City of Everett.

**□ Not Advantageous:** The narrative appears to show that the firm's proposed approach may not in all aspects meet the requirements listed in the Scope of Services of the City of Everett.

**□ Unacceptable:** The firm has not submitted a narrative proposal or a review of the narrative finds that, without major revisions to its approach, the firm would not be likely to meet all requirements set forth in the City's Scope of Services.

As part of the evaluation process, the Evaluation Committee **MAY** require a presentation by Bidders that met the Quality Minimum Requirements. A presentation to the Evaluation Committee is **NOT** a requirement however, for award of the contract.

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# Form A - General Bid Form

The accompanying **Statement of Competency** and **Bid Price Form** are hereby submitted in response to the RFP cited above. All information, statements and prices are true, accurate and binding representations of its intentions and commitments in responding to this RFP.

This bid applies to the category(s) of goods and/or services marked with an “X” below.

* **Workers Compensation and Public Safety Injury On Duty Claims Administration and Related Services**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Vendor Name:** |  | | | | |
| **Street:** |  | | | | |
| **City:** |  | **State:** |  | **Zip:** |  |
| **Phone:** |  | **e-mail:** |  | | |
| **Web Address:** | |  | | | |

**Non-Collusion Statement**

The undersigned certifies under penalties of perjury that this bid 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.

**Taxes Paid Certification**

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am/my company is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and VENDORs, and withholding and remitting child support.

For the Bidder:

**Attach certificate of corporate vote (if required by Section 7)**

**X**

Name:

Title: Date:

# Form B - Statement of Competency

I hereby certify that the Bidder meets or exceeds the competency criteria set out in this RFP.

I further attest to the following assertions:

1. Bidder is an authorized dealer of administrative and related services for the City’s self-insured workers compensation and public safety injury on duty programs.
2. The Bidder has been in business for a minimum of 5 years.
3. Provision of the items specified in this RFP is consistent with the Bidder’s normal lines of business.
4. The Bidder is incorporated, and if required licensed, to do business in Massachusetts.
5. The Bidder will receive favorable ratings from the following references**, please attach a reference sheet as well per the “Reference” requirements**.

* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, MA
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, MA
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, MA
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, MA
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, MA
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_

For the Bidder:

**X**

Name:

Title:

Date:

# Form C – Price Proposal Form

The undersigned proposes to provide the **non-legal services** in accordance with the accompanying requirements provided by the City of Everett and any addenda as may be issued by the City and provided to the undersigned prior to the opening of the bids. The price shall be a NOT TO EXCEED price to complete the scope of work in each of the three years (excluding Legal Services)\*.

**A description of pricing for legal services, together with qualification information concerning the legal provider, is to be attached hereto.**

**Three year guaranteed contract from July 1, 2022 to June 30, 2025. Years four (4) and five (5) are optional and may be exercised at the City’s sole discretion.**

**YEAR ONE**

**July 1, 2022 through June 30, 2023\*** $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(a)

**YEAR TWO**

**July 1, 2023 through June 30, 2024\*** $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(b)

**YEAR THREE**

**July 1, 2024 through June 30, 2025\*** $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(c)

Should the bidder require additional hours, employees, consultants, subcontractors, or other assistance to complete the work required and/or to meet the performance or quality requirements required under this bid, the company shall do so at **no additional cost** to the City.

The Bidder acknowledges the receipt of the following Addenda (list the number(s) of each addendum received: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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# Form D - Contract

**CONTRACT FOR SERVICES**

CITY: CITY OF EVERETT

VENDOR:

PROJECT:

The City hereby accepts the Vendor’s proposal to perform services (“Services”) in connection with the Project in accordance with and subject to: (i) the Terms and Conditions attached hereto as Exhibit A; (ii) Scope of Service attached hereto as Exhibit B; and (iii) the Price Proposal attached hereto as Exhibit C. Collectively, these documents constitute this Agreement.

COMMENCEMENT OF WORK (check applicable box):

[ ] This Agreement constitutes a notice to proceed with services.

[X] Services shall not be performed under this Agreement until the City so advises the Vendor in writing.

INSURANCE

The Vendor shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth on page one of this Agreement during all times that the Vendor is performing Services and for at least one year after termination of this Agreement in the case of Commercial General Liability, Worker’s Compensation and Employer’s Liability insurance, and for at least the applicable period of limitations on actions provided by law in the case of Professional Liability insurance: With the exception of Workers Compensation coverage, the City of Everett shall be named as an additional insured on all policies of insurance.

Certificates of insurance evidencing the coverage required hereunder All such policies and certificates shall be written through companies and in forms acceptable to the City’s lender or lenders, if any. All policies shall contain a provision that coverages afforded by them will not be cancelled or amended until at least thirty (30) days prior written notice has been given to the City. In the event that any policy is cancelled or amended, the Vendor shall immediately provide notice to the City and take all steps necessary to reinstate such policy to conform to the requirements of this Agreement. The insurance provided under Terms and Condition Number 8, shall name the City and such other parties as the City shall require as “Additional Insured” parties. Insufficient insurance shall not release the Vendor from any liability for breach of its obligations under this Agreement.

TERM: May 1, 2024 – June 30, 2025 with the option to renew for an additional two (2) one (1) year terms at the sole discretion of the town.

Exhibit A B C

Attached [X] [X] [X]

Not Attached [ ] [ ] [ ]

**CONSULTANT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signed

**CITY OF EVERETT:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Allison Jenkins Date Signed

Chief Procurement Officer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Eric Demas Date Signed

Chief Financial Officer/City Auditor

Account Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Colleen Mejia, Esq. Date Signed

City Solicitor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Carlo DeMaria Date Signed

Mayor

Exhibit A

TERMS AND CONDITIONS

1. PERFORMANCE OF SERVICES

All Services of the Vendor shall be performed by qualified personnel. The employment by the Vendor of additional Subcontractors for any of the Services shall be subject to the prior written approval of the City. No member of the Project team shall be replaced without the consent of the City. The City shall have the right to require the Vendor to remove any personnel from the Project for reasonable cause. The Vendor shall perform its Services in accordance with the highest professional standards of skill, care, and diligence. Without limiting the foregoing, the City shall have the right to require the Vendor to cease providing Services immediately upon written notice.

2. TIME

The Vendor shall perform its Services as expeditiously as is consistent with the standards of professional skill and care required hereby. The Vendor shall perform its Services in coordination with the operations of the City at the Sites specified and with any party engaged by the City in connection with the Project. It shall be the obligation of the Vendor to request any information necessary to be provided by the City for the performance of the Vendor’s Services. Time is of the essence of this Agreement.

3. REIMBURSABLE EXPENSES

If out-of-pocket expenses are not included in the Vendor’s fee, the City shall compensate the Vendor for reimbursable expenses actually incurred; provided, however, that reimbursable expenses shall only be eligible for reimbursement if they have been submitted in advance and approved in writing by the City. The Vendor agrees to use reasonable efforts to minimize expenses which are reimbursable by the city.

4. VENDOR’S COMPENSATION

a. Lump Sum. If Services are to be provided on a Lump Sum basis, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor is the amount set forth on page one of this Agreement. The City shall pay the Vendor as Services are performed by the Vendor based upon the portion of Services completed.

b. Upset Limit. If Services are to be provided subject to an Upset Limit, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor shall in no event exceed the amount set forth on page one of this Agreement. Unless otherwise agreed, payments shall be made to the Vendor on a Time Card/Unit Price basis as provided in paragraph c. below, subject to the Upset Limit.

c. Time Card/Unit Price. If Services are to be provided on a Time Card/Unit Price basis, payments shall be made to the Vendor for Services performed based upon the salary or hourly rate or unit price schedule included in the Proposal or attached as Exhibit C. If the agreed rate schedule is not included in the Proposal or attached as Exhibit C, the Vendor shall submit to the City, before proceeding with Services, a rate schedule listing the maximum rates to be charged for the various employees or categories of employees performing Services or categories or services. Compensation for services performed by authorized Subcontractors shall be on the basis of the actual costs to the Vendor unless otherwise specified herein or in the Proposal. The Vendor shall use his best efforts to complete the performance of his Services within the Estimated Amount set forth on the first page of this Agreement. The Vendor shall advise the City at such time as the Estimated Amount has been reached. The City shall not be obligated to pay for any amount in excess of the Estimated Amount, unless the City gives the Vendor a written notice authorizing the further performance of Services and the incurring of additional costs for such Services.

d. No Compensation for Certain Services. Neither the Vendor nor any of its Subcontractors shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Vendor in the preparation of construction documents or other work products, as reasonably determined by the executive head of the City, nor for any services made necessary by the fault or negligence of the Vendor or its Subcontractors.

e. Subject to Appropriation. The obligations of the City hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the City for damages, lost profits, penalties, or other charges arising from early termination.

5. PAYMENT

The Vendor shall submit, not more often than monthly, statements for fees for Services rendered and reimbursable expenses (stated separately) incurred. The Vendor’s statements shall include a description of the Services performed for the period in question with a progress report, and shall be in such form and detail and with such supporting data as the City may reasonably require to show the computational basis for all charges (including reimbursable expenses), including a statement explaining any substantial deviation from the Vendor’s anticipated work schedule, staffing plan and costs. Payment shall be due within thirty (30) days after the City receives a proper statement. In no event shall the City be liable for interest, penalties, expenses or attorney’s fees. No payment made hereunder shall constitute or be construed as final acceptance or approval of that part of the Services to which such payment relates or relieve the Vendor of any of its obligations hereunder with respect thereto.

6. VENDOR’S ACCOUNTING RECORDS

The Vendor shall keep records pertaining to Services performed (including complete and detailed time records) and reimbursable expenses incurred, employing sound bookkeeping practices and in accordance with generally accepted accounting principles. All records pertaining to Services performed on a time card or unit price basis and reimbursable expenses shall be available to the City or its authorized representatives for review and audit during normal business hours.

7. REPORTS, DRAWINGS, ETC.

All reports, drawings, plans and other data and material, including computer programs and other material in electronic media (collectively, “Materials”) furnished to the City shall become the City’s property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Vendor. The Vendor shall not release or disclose to any third party any Materials produced for the City without obtaining the City’s prior written consent. At no time shall the Vendor release or disclose to any third party any Materials furnished to the Vendor by the City in connection with the performance of the Vendor’s Services. Upon the expiration or termination of this Agreement for any reason, all Materials and other work product that have been accumulated, developed or prepared by the Vendor (whether completed or in process) shall become property of the City and the Vendor shall immediately deliver or otherwise make available such Materials to the City.

8. INSURANCE

The Vendor shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth on page one of this Agreement during all times that the Vendor is performing Services and for at least one year after termination of this Agreement in the case of Commercial General Liability, Worker’s Compensation and Employer’s Liability insurance, and for at least the applicable period of limitations on actions provided by law in the case of Professional Liability insurance: With the exception of Workers Compensation coverage, the City of Everett shall be named as an additional insured on all policies of insurance.

• Workers Compensation Required Statutory Limits

• General Liability Combined single limit of $1,000,000. Bodily Injury, Personal Injury, Property Damage, and Contractual Liability coverage.

• Auto Liability coverage for Owned, Non-Owned, and Hired automobiles in an amount of not less than $1,000,000. Combined Single Bodily Injury and Property Damage.

• Umbrella Liability in an amount of not less than $1,000,000 per occurrence.

• Professional Liability coverage in an amount of not less than $1,000,000, annual aggregate applicable to this project. If such coverage is underwritten on a Claims-made basis, coverage must be maintained for a period of three (3) years from the completion of the contract.

• Commercial General Liability insurance covering claims for injury to persons and damage to property. Such insurance shall include contractual liability and shall cover the use of all equipment and motor vehicles on the Site or transporting persons, equipment, materials or debris to and from the Site. Products and Completed Operations insurance shall be maintained for at least three years after completion of this Agreement.

At the request of the City, a Subcontractor employed by the Vendor shall obtain and maintain a professional liability insurance policy covering negligent errors, omissions and acts of such Subcontractor or of any person or business entity for whose performance the Subcontractor is legally liable arising out of the performance of the contract for Subcontractor services. The Subcontractor shall furnish a certificate or certificates of such insurance coverage to the City prior to the employment of such Subcontractor by the Vendor. A liability insurance policy maintained under this paragraph shall provide for coverage of such type and duration and in such amount as the City shall require.

9. INDEMNIFICATION

To the maximum extent permitted by law, the Vendor agrees to indemnify, defend with counsel acceptable to the City and save harmless the City from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys’ fees, of every kind and description which the City may incur or suffer resulting from, in connection with, or arising out of any act, error or omission of, or breach of contractual duties to the City by, the Vendor, its agents, servants, employees or Subcontractors. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by this Agreement and shall survive the termination of this Agreement.

10. COMPLIANCE WITH LAW

It is the responsibility of the Vendor that the Project be conducted, and that all Services and other work performed by the Vendor hereunder be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, ordinances and orders, and any permit conditions as to which the Vendor has knowledge, as the same may be in effect as of the time of the performance of such work. In particular, without limitation, the Vendor agrees to comply with (a) all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations, and assist in making any submissions with respect thereto and (b) all applicable requirements of the Massachusetts public construction and procurement laws, which are incorporated by reference herein.

11. TERMINATION OF AGREEMENT

The city may terminate this Agreement as follows:

a. Without cause, on ten days’ prior written notice; or

b. Immediately, by written notice to the Vendor, if the Vendor violates any of the provisions of this Agreement, or fails to perform or observe any of the terms, covenants or conditions of this Agreement, or abandons in whole or in part its Services, or becomes unable to perform its Services, hereunder. For purposes of this Paragraph 11, it is acknowledged that the Vendor’s Services under this Agreement are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

In the event of termination, the Vendor shall promptly deliver to the City all Materials, including all documents, work papers, studies, calculations, computer programs, data, drawings, plans, specifications and other tangible work product or materials pertaining to the Services performed under this Agreement to the time of termination, and thereupon the City shall pay to the Vendor any unpaid and undisputed balance owing for Services rendered prior to the date of termination. Any termination of this Agreement shall not affect or impair the right of the City to recover damages occasioned by any default of the Vendor or to set off such damages against amounts otherwise owed to the Vendor.

12. MISCELLANEOUS PROVISIONS

a. Successors and Assigns. Subject to the provisions of Subparagraph (b) below, the City and the Vendor each binds itself, its partners, successors, assigns, and legal representatives to the other party.

b. Assignment by Vendor. The Vendor shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the City. Any assignment, subletting, or transfer by the Vendor in violation of this Paragraph 12(b) shall be void and without force or effect.

c. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Vendor with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the city and the Vendor.

d. Confidentiality. The Vendor shall not, without the City’s prior written consent, release or disclose any information relating to the Project to anyone except as necessary to perform its duties hereunder.

e. Certifications. The Vendor shall, from time to time, make such certifications and statements to the City and to such of the City’s architects, designers, vendors and lenders, and such other parties, as the City shall reasonably request, in such form as the City shall reasonably request, provided that the Vendor determines that such certifications are true and correct based upon the Services performed by the Vendor hereunder.

f. Additional Services. If the City requests the Vendor to perform additional services beyond the scope of Services hereunder, the Vendor shall perform such additional services only upon obtaining written authorization from the City including written agreement as to the method and amount of compensation for such additional services.

g. Disputes. All claims, disputes and other matters in question between the City and the Vendor arising out of or relating to this Agreement or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Middlesex County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Agreement or the earlier termination thereof as provided in Paragraph 11 above, the parties agreeing to negotiate in good faith any claims, disputes or other matters in question during the term of this Agreement before resorting to litigation.

h. Limited Liability. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the City, nor any participant with the City, shall be personally liable to the Vendor hereunder, for the City’s payment obligations or otherwise, the Vendor hereby agreeing to look solely to the assets of the City for the satisfaction of any liability of the City hereunder. In no event shall the City ever be liable to the Vendor for indirect, incidental or consequential damages.

i. Governing Law. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.

j. No Waiver. The City’s review, approval, acceptance or payment for Services under this Agreement shall not operate as a waiver of any rights under this Agreement and the Vendor shall be and remain liable to the City for all damages incurred by the City as the result of the vendor’s failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the City provided for under this Agreement are in addition to any other rights or remedies provided by law. The City may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.

k. Interpretation. If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby. Paragraph headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

13. EQUAL EMPLOYMENT OPPORTUNITY

a. In connection with the performance of work under this Agreement, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap. The Vendor shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (the “Commission”), setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.

b. In connection with the performance of work under this Agreement, the Vendor shall not discriminate in its relationships with Subcontractors or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, sex or handicap.

c. The Vendor shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

14. CERTIFICATIONS BY VENDOR

By execution of this Agreement, the Vendor certifies:

a. The Vendor has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.

b. No Vendor to or subcontractor for the Vendor has given, offered or agreed to give any gift, contribution or offer of employment to the Vendor or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Vendor or subcontractor of a contract by the Vendor.

c. No person, corporation or other entity, other than a bona fide full-time employee of the Vendor, has been retained or hired by the Vendor to solicit for or in any way assist the Vendor in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Vendor.

d. The Vendor shall comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

15. TAXES

a. By execution of this Agreement the vendor, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed this Agreement on the vendor’s behalf, filed all state tax returns and paid all state taxes required under law.

b. The city is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Vendor’s request, Tax Exemption Certificates will be furnished by the City to the Vendor with respect to such tax-exempt articles as may be required under this Agreement. The Vendor shall not pay, and the City shall not reimburse or pay the Vendor or any other party either directly or indirectly for any tax for which an exemption is provided under law.

16. CONFLICT OF INTEREST

The Vendor acknowledges that the City is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and the Vendor agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Vendor based on said statute.

**Exhibit B**

SCOPE OF SERVICES

**Exhibit C**

PRICE PROPOSAL