

**PURCHASING DEPARTMENT
CITY OF WALTHAM
MASSACHUSETTS**

REQUEST FOR PROPOSALS

WORKERS' COMPENSATION
AND
PUBLIC SAFETY INJURED ON DUTY AND
PUBLIC SAFETY INJURED ON DUTY SERVICES

RESPONSE DUE DATE: TUESDAY SEPTEMBER 24, 2013 AT 10:00 A.M.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Fill Out This Section
 Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional) Chief Procurement Officer Purchasing Department, City of Waltham 610 Main Street Waltham, MA 02452
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Fill out this sect. either SS or FID

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign & Date

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

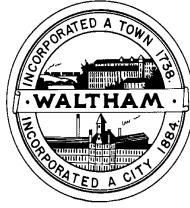
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



CITY OF WALTHAM

**INVITATION TO BID
WORKERS' COMPENSATION AND
PUBLIC SAFETY INJURED ON DUTY**

The City of Waltham, is requesting 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.

Copies of the Request for Proposals may be obtained by visiting the City's web Site at www.city.waltham.ma.us/open-bids

The proposal deadline is Tuesday September 24, 2013 at 10:00 a.m.

An Evaluation Committee will review all proposals based on an evaluation and analysis by the information and materials required under this RFP. The contract will be awarded to a consultant who meets, at least, the minimum evaluation criteria, submits the required documents, has the demonstrated experience and resources to fulfill the contract and best meets the comparative criteria.

A certified check or bid bond payable to the "City of Waltham" for 5% of the bid amount must accompany this proposal. The Price proposal page(s) must be placed in a separate sealed envelope "Price Proposal Workman Compensation". In the case of default, the surety shall be forfeited to the City as liquidated damages.

The City of Waltham is an Equal Opportunity Employer and supports Women and Minority Owned Business Enterprises.

Joseph Pedulla
Chief procurement Officer
Purchasing Department
610 Main Street
Waltham, MA 02453
781-314-3240
Jpedulla@city.waltham.ma.us

City of Waltham
Workers' Compensation and Public Safety Injury on Duty
Claims Administration & Related Services

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SECTION I – INTRODUCTION & BACKGROUND

Waltham, located in eastern Massachusetts, is a western suburb of Boston. Founded in 1636, incorporated into a town in 1738 and then into a city in 1884, Waltham is now a diverse community with various opportunities for living, education, work, and leisure.

Historically Waltham is probably best known as the home of the Waltham Watch Factory, a pioneer company of the Industrial Revolution.

The Town's general government workforce and the Waltham Public Schools, is approximately 1204 school employees, 723 municipal employees, 298 of whom are public safety employees under the meaning of Massachusetts General Laws, Chapter 41 Sections 111F.

The City of Waltham has permissibly administered self-funded workers' compensation program for many years. The Workers' Compensation Agent is responsible for the overall administration of the program. Daily claims management is handled by a fulltime Workers' Compensation Agent. All claims data, including all medical records, are managed and analyzed with the help of a third party administer. The City of Waltham has on-site legal counsel for legal assistance as well as representation at the Massachusetts Department of Industrial Accidents for litigated cases. The City of Waltham uses the services of Mount Auburn Occupational Health Services and Doctor's Express for medically treating and coordinating the follow-up medical care of all work related injuries as well as pre-employment physicals. Massachusetts General Law c. 152, s. 5, 13 and 30 as amended by St. 1991, c. 398. 452 CMR 6.00 requires Workers' Compensation insurers to undertake Utilization Review for certification of all mandated surgical procedures as well as all other required treatment plans on an ongoing basis.

Approximate Number of Reports Loss Time and Medical Only		
Fiscal Year	Total Number of Reports (Non-Public Safety)	Total Number of Reports (Public Safety)
2010	95	34
2011	92	39
2012	92	44
2013	90	43

SECTION II – DECISION TO USE COMPETITIVE SEALED PROPOSALS

In order to select the most advantageous proposal to provide workers' compensation and public safety injury on duty services for the City's self insured programs, comparative judgments of non-price technical factors will be necessary. The City believes that the choice of a firm requires an evaluation of the Proposer's ability, specific experience and success in the administration of the workers compensation program and Massachusetts General Laws, Chapter 41 Sections 111F claims. The vendor must have demonstrated experience in the administration of workers' compensation claims in the

Commonwealth of Massachusetts and Massachusetts General Laws, Chapter 41 Sections 111F public safety personnel injured on duty claims administration. The contract will be awarded in accordance with Massachusetts General Laws, Chapter 30B Section 6 using the request for proposals procedure.

End of Section II

Section III – PRE-BID CONFERENCE AND SITE VISIT

No pre-bid conference has been scheduled.

End of Section III

Section IV – SUBMISSION REQUIREMENTS

Quality Requirements (Minimum Criteria)

The City reserves the right to reject any and all bids as determined to be in the best interests of the City and to waive minor informalities

The bidder must have:

1. Five (5) or more years of experience in workers' compensation, specifically Utilization Review, medical invoice re-pricing and Medicare/Medicaid reporting for municipalities.
2. No documented record of non-performance or significant unsatisfactory performance in the administration of the workers compensation/Utilization Review program.
3. 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.

Where and How to Send Bids

<p>Bidders are required to submit: <u>one (1) original and five (5) copies of the “Technical Proposal” and in a separate sealed envelope one (1) original “Price Proposal”</u>. Bids are to be submitted and addressed as follows:</p>		
	Technical Proposal	Price Proposal
Mailing Address	Joseph Pedulla, CPO City of Waltham Purchasing Department 610 Main Street Waltham, MA 02453	Joseph Pedulla, CPO City of Waltham Purchasing Department 610 Main Street Waltham, MA 02453
<p>Please note both envelopes (packages) may be sent in a single envelope (package, box, carton, etc) provided that the two separate envelopes are individually sealed and clearly marked as noted.</p>		
Proposal Identification on the Outside of the Sealed Envelope	City of Waltham Workers' Compensation and Public Safety Injury on Duty Services TECHNICAL PROPOSAL	City of Waltham Workers' Compensation and Public Safety Injury on Duty Services PRICE PROPOSAL
Bids Due	Bids must be received and time stamped no later than September 24 at 10:00 a.m. <i>LATE PROPOSALS WILL NOT BE ACCEPTED</i>	
Bid Bond (Bid Deposit)	A Bid Bond of \$1,000 required	
<p>Delivery will be at the expense of the Bidder. Any and all damages that may occur due to packaging or shipping will be the sole responsibility of the Bidder.</p>		

Technical Proposal Submission Requirements

The **Technical Proposal** must clearly be marked: **“Workers' Compensation and Public Safety Injury on Duty Services – TECHNICAL PROPOSAL.”**

The **Technical 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 (a) at least forty-five (45) calendar days from the opening date of the proposals (b) a contract is executed, or (c) this bid is cancelled, whichever of (a), (b), or (c) 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.
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 (Section V). The information must include:
 - a. A description of the procedures to be used to receive, review and process all medical billings -- the description should include service standards regarding contact with injured employees/retirees, contact with the Personnel Director/Workers' Compensation Agent/designee, and contact with the treating physician, etc. upon notice of the claim.
 - b. A description of the automated systems that will be used to fulfill the reporting and record-keeping functions.
 - c. A description of the service provider's approach to medical bill payment, Medicare/Medicaid reporting and utilization review. 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.
 - d. 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.
7. **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.
8. Bidder must include **Sample Reports**.
9. 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.
10. 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.

11. The City is interested in an all inclusive bid not a fee per service or fee per claim contract.

12. Bidders must also complete and include in the Technical Proposal the following:

- a. A signed Certificate of Non-Collusion (included in bid package);
- b. A completed Certificate of Authority (included in bid package); if applicable;
- c. A completed Certificate of Compliance with Massachusetts Tax Laws (included in bid package)

Inclusion of any “price information” in any section of the Technical Proposal or any copy thereof shall be cause for rejection of the entire bid.

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 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 **Bid Price Proposal Form** or an exact copy, signed by the individual authorized to negotiate for and contractually bind the Bidder. 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).
2. A completed **IRS W-9 Form** “Request for Taxpayer Identification Number and Certification” (included in bid package)

The City reserves the right to reject any and all bids as determined to be in the best interests of the City and to waive minor informalities.

End of Section IV

Section V – SCOPE OF SERVICES

The bid must include a narrative description of how the applicant proposes to furnish the following required services. The bid pricing must also be all inclusive per fiscal year.

Utilization Review

As required by Massachusetts General Law c.152, s.5, 13 and 30 as amended by St. 1991, c.398.452 CMR 6.00, all surgical procedures, as well as all other required treatment plans requested for a City of Waltham employee must be authorized by a Massachusetts licensed Utilization Review Agent. Treatment and/or surgery requests will be forwarded from the requesting provider to the City. The City will initiate a request to the Utilization Review Agent.

Requests will be forwarded via e-mail or facsimile to the Utilization Review Agent, as well as

applicable medical documentation. Reviews, when applicable, will be made based on the Treatment Guideline and Review Criteria developed by the Commonwealth of Massachusetts, Department of Industrial Accidents, Healthcare Services Board. Agent must specify what guidelines being used. The Utilization Review Agent will forward approval or denial within 2 business days to the requesting provider, the employee, as well as the City, via e-mail, facsimile, or regular mail.

If a request is denied, the Utilization Review Agent must provide the City, the provider, and the injured employee of an adverse determination and it must include review criteria, reasons for adverse determination, and the procedure to initiate an appeal. The Agent must also include a written description of the appeal procedure by which the attending practitioner and/or the injured employee may seek review of the determination by the Utilization Review Agent.

Utilization Review Agent must comply with all Massachusetts State Laws, and all other applicable laws to protect the confidentiality of medical records.

Medical Bill Re-pricing

Utilizing the application of State IAB rates the amount due on each invoice must be reduced accordingly. Invoices must be sent to the City for payment in a timely fashion to 119 School Street, Waltham, MA 02451. Invoices must include an Explanation of Benefits (EOB).

The service provider will maintain frequent personal contact via telephone, fax, email and visits with the City of Waltham and by other means as may be necessary as needed to coordinate all information, actions and decisions.

CMS Reporting:

The service provider will be responsible for compliance with Centers for Medicare/Medicaid Services (CMS) as defined by the Medicare/Medicaid laws, Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA). Responsibility for services such as, initial claims reporting, verification and monitoring of Medicare/Medicaid eligibility, etc. to ensure compliance with MMSEA.

The City is interested in an all inclusive bid not a fee per service or fee per claim contract.

End of Section V

SECTION VI – COMPARATIVE EVALUATION CRITERIA

Proposals which satisfy the Scope of Services (Section V) will be further evaluated based on the criteria listed below. Interviews with the Bidders **MAY** be part of the evaluation process. 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:

Experience Providing Utilization Review and Medical Re-Pricing	
Highly Advantageous	Bidder has ten (10) or more years experience in Utilization Review and medical invoice re-pricing for municipalities in the Commonwealth of Massachusetts.

Experience Providing Utilization Review and Medical Re-Pricing	
Advantageous	Bidder has five (5) but less than ten (10) years experience in Utilization Review and medical invoice re-pricing for municipalities in the Commonwealth of Massachusetts.
Not Advantageous	Bidder has three (3) years or less experience in Utilization Review and medical invoice re-pricing for municipalities in the Commonwealth of Massachusetts
Unacceptable.	Bidder has no experience in Utilization Review and medical invoice re-pricing for municipalities in the Commonwealth of Massachusetts

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.

Medical and Billing Reviews of Public Safety Personnel	
Highly Advantageous	Bidder has more than ten (10) years experience in reviewing medical services and billings for public safety personnel for municipalities in the Commonwealth of Massachusetts.
Advantageous	Bidder has more than five (5) but less than ten (10) years of experience in reviewing medical services and billings for public safety personnel for municipalities in the Commonwealth of Massachusetts.
Not Advantageous	Bidder has five (5) year of experience in reviewing medical services and billings for public safety personnel in the Commonwealth of Massachusetts.
Unacceptable	Bidder has less than five (5) years or no previous experience in reviewing medical services and billings for municipalities in the Commonwealth of Massachusetts.

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 Waltham.
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 Waltham.
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 Waltham.
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 Requirements (Section IV). A presentation is **NOT** a requirement however, for award of the contract.

End of Section VI

Section VII – Selection Process

The Evaluation Committee will review the **technical proposals**. The technical proposals will be evaluated without knowledge of prices. Bidders who submit proposals that meet all of the requirements set forth under Submission Requirements (Section IV) will be judged on Comparative Evaluation Criteria (Section VI). The criteria to be utilized for this project are shown below. If it is deemed appropriate an interview **MAY** be necessary which will be considered as part of the evaluation process. After the evaluations have been completed a summary will then be submitted to the Purchasing Agent.

We will contact the Bidders in the order that the proposals are received to schedule appointments if interviews are to be held.

The **price proposals** (*which were submitted in a separate sealed envelope*) will then be disclosed by the Purchasing Agent

The Purchasing Agent will determine the most advantageous proposal, taking into consideration the evaluation of the technical proposals by the Evaluation Committee, the product ease of use determination by the Director (if applicable), the quality of the references, and the price proposals. The Purchasing Agent will make an award recommendation to the City Mayor.

End of Section VII

SECTION VIII - RULE FOR AWARD

There will be only one contract awarded under this bid.

The City herein declares its express purpose not to award the contract to any Bidder unable to furnish evidence, satisfactory to the City, that it has sufficient ability, experience, and capital to execute and complete the work in accordance with the contract. If requested, any Bidder may be required to demonstrate financial stability satisfactory to the City.

The contract will be awarded to the responsible and eligible Bidder providing the most advantageous proposal based on the scope of services provided, evaluation criteria, product demonstration, references, and price. Although price is a consideration, it will not be the sole determinant for awarding this contract.

The City Mayor is the awarding authority for the contract. Further the contract will not be binding until it has been approved as to form by City Counsel. Award, payment and performance obligations shall depend on the availability and appropriation of funds.

The City reserves the right to reject any and all bids as determined to be in the best interests of the City and to waive minor informalities.

End of Section VIII

SECTION IX – INFORMATION ABOUT CHANGES TO RFP (ADDENDA)

In the event that changes/additions are made to this Request for Proposals (RFP), an addendum will be issued. Addenda will be emailed, mailed via USPS, or faxed to every potential responder on record as receiving the bid package.

End of Section IX

SECTION X – EXAMINATION OF DOCUMENTS AND QUESTIONS

The Bidder shall be satisfied as to the requirements of the contemplated services to enable intelligent preparation of this bid. The Bidder shall be familiar with all the Request for Proposals (RFP), documents before submitting the bid in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be preformed. **No allowance will be made for any claim that the bid is based on incomplete information.**

Inquiries concerning any part of this Request for Proposals (RFP) shall be directed to the individual(s) listed under the **Procurement Schedule**. Bidders should note that **oral communications are not binding on the City**. All requests/questions must be submitted in writing. Questions must be sent in writing and may be delivered by hand, fax or email as referenced under the **Procurement Schedule** by the deadline. The City will respond to written questions that are received by the deadline and will forward responses to all persons who are on record as receiving the bid package. Questions received after the due date will not be responded to unless the City determines it is necessary. Bidders, please allow enough time for hand delivery or facsimile transmissions.

End of Section X

SECTION XI - PROPOSAL MODIFICATIONS OR WITHDRAWALS

Proposals may be corrected, modified, or withdrawn prior to the submission deadline; requests to do so must be received in writing to the Purchasing Agent. After the submission deadline, proposals may not be changed. Minor mistakes may be waived by the City.

End of Section XI

SECTION XII– PREMATURE OPENING OF A PROPOSAL

The City will not be responsible for the premature opening of any bid not properly identified. The City may reject bids which are incomplete, not properly endorsed, or signed, or which otherwise are contrary to these instructions.

End of Section XII

SECTION XIII – UNEXPECTED CLOSURE OR DELAYS

If, at the time of the scheduled bid submission deadline, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation or other the deadline will be postponed until **10:00 A.M.** on the next normal business day. Bids will be accepted until that date and time.

End of Section XIII

SECTION XIV – LATE SUBMISSIONS

The City assumes no responsibility for late submissions due to mail, courier, or delivery problems. LATE PROPOSALS WILL NOT BE CONSIDERED.

End of Section XIV

SECTION XV - REJECTION OF BIDS

The bid must satisfy all the requirements of the Request for Proposals (RFP), in order to be considered for award. Failure to complete the required forms, answer any questions, or provide the required documentation will be deemed NON-RESPONSIVE and result in rejection of the bid unless the City determines that such failure constitutes a minor informality that can be corrected without prejudice to other Bidders. A bid may be rejected if the Bidder:

- Fails to adhere to one or more of the provisions established in the Request for Proposals (RFP);
- Fails to submit its bid by the time or in the format specified herein or to supply the minimum information requested herein;
- Fails to submit its bid to the required address on or before the specified submission deadline; or

- Misrepresents its service or provides demonstrably false information in its bid, or fails to provide material information.

The City reserves the right to reject any and all proposals as determined to be in the best interests of the City and to waive minor informalities.

End of Section XV

SECTION XVI - GENERAL AND SPECIAL PROVISIONS

The consideration of all bids and subsequent selection of the successful applicant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or national origin.

The Bidder shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws, Chapter 151B)

The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful Bidder may receive or award as a result of this contract.

Services provided by the Bidder shall be rendered through a professional services contract; the Bidder will not be considered an employee of the City and will not receive any benefits of an employee.

The Bidder shall comply with Massachusetts General Laws, Chapter 66A if the Bidder becomes a "holder" of "personal data". The Bidder shall also protect the physical security and restrict any access to personal or other City data in the Bidder's possession, or used by the Bidder in the performance of the Contract, which shall include, but is not limited to the City's public records, documents, files, software, equipment or systems.

Ownership of Documents: All proposals, materials, drawings, plans, etc. shall become the property of the City and may not be disposed of without notification and shall be considered public information.

The Bidder selected shall be expected to comply with all applicable federal and state laws in the performance of services.

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

End of Section XVI

SECTION XVII - CONTRACT TERMS AND CONDITIONS

The contract is anticipated to be executed by the date indicated under **Procurement Schedule** for this bid. The City reserves the right to change, delay, cancel, or expedite the contract execution date. The

selected Vendor is required to furnish all bonds and certificate of insurances required under the contract, in a form acceptable to the City prior to the execution date.

The contract period shall be from **November 1, 2013 through October 31, 2014**, with the option to renew for two (2) additional one (1) year periods, at the sole discretion of the City. The **City may award a three (3) year contract** if it is deemed to be in the City's best interest.

Payment Terms:

The City may make payments on a monthly basis, thirty (30) days after receipt of an invoice for work performed or materials supplied the previous month.

Notwithstanding anything to the contrary contained in the contract, the City may withhold any payment to the Vendor hereunder if and for so long as the Vendor fails to perform any of its obligations hereunder or otherwise is in default under the contract including, without limitation, any failure to perform services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Vendor.

In no event shall the City be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the City disputes any such amounts invoiced, it shall notify the Vendor of the amounts disputed and the reasons therefore.

Because payment terms shall NOT be a factor in the award of the contract, such terms that may be proposed should be included in the **Price Proposal, NOT in the Technical Proposal**. Any such proposal should be in the form of addendum to the Bid Price Proposal Form.

Bonds and Insurance Requirements:

The selected Vendor must furnish prior to the execution of the contract:

A **Payment Bond** will NOT be required.

A **Performance Bond** will NOT be required.

The selected Vendor will be required to provide **Certificate of Insurance** with the following minimum limits and requirements:

The selected Bidder shall, at its own expense, obtain and maintain **General Liability** and **Motor Vehicle Liability Insurance** policies protecting the City of Waltham in connection with any operations included in this Request for Proposals (RFP), and shall have the City of Waltham named as an additional insured on the policies. Coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability. The selected Bidder shall carry malpractice or Errors and Omissions liability insurance with minimum limits of \$1,000,000 per occurrence with a maximum deductible of \$25,000. The Bidder shall also carry **Workers Compensation** in amounts as required by law.

End of Section XVII

**CITY OF WALTHAM
NON-PRICE PROPOSAL
CERTIFICATE OF NON-COLLUSION**

Workers' Compensation and Public Safety Injury on Duty Services

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

Name of person signing bid or proposal

Name of business or firm

**CITY OF WALTHAM
CERTIFICATE OF AUTHORITY**

Workers' Compensation and Public Safety Injury on Duty Services

I hereby certify that I am the Clerk/Secretary of _____
(Insert full name of Corporation)
corporation and that _____
(Insert the name of officer who signed the **contract.**)
is the duly elected _____
(Insert the title of the officer in line 2)
of said corporation, and that on _____ (The date must be
ON OR BEFORE the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

_____ the _____
(Insert **name** from line 2) (Insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST: _____
(Signature of **Clerk or Secretary**)*

AFFIX CORPORATE
SEAL HERE

Name: _____
(Please print or type name in line 6)*

Date: _____
(Insert a date that is **ON OR AFTER** the date the
officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

CITY OF WALTHAM

CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

Workers' Compensation and Public Safety Injury on Duty Services

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A (b),

I, _____, authorized signatory for
Authorized Signatory

_____ do hereby certify under the pains
Name of Firm

and penalties and to the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills to the City of Waltham as required by law.

To the best of its knowledge and belief has filed all State tax returns and paid all State taxes required by law, and has complied with reporting of employees and contractors, and withholding and remitting of child support (MGL c.62C, s.49A).

Contractor

By: _____
Signature of Authorized Signatory

Title

Date

** As used in this certification, the word "Bidder" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.*

**CITY OF WALTHAM
SAMPLE REFERENCE LISTING**

Workers' Compensation and Public Safety Injury on Duty Services

Customer: _____

Property Location: _____

Primary Contact: _____ Title: _____

Mailing address _____

Telephone: _____ Fax number: _____

Email address: _____

Period of Service: _____ through _____

Description of Services Provided: _____

Customer: _____

Property Location: _____

Primary Contact: _____ Title: _____

Mailing address _____

Telephone: _____ Fax number: _____

Email address: _____

Period of Service: _____ through _____

Description of Services Provided: _____

CITY OF WALTHAM
BID PRICE PROPOSAL FORM

Workers' Compensation and Public Safety Injury on Duty Services
(Bid Price Proposal Form Consists of Three Pages)

The **Bid Price Proposal Form** or an exact copy is to be signed by the individual authorized to negotiate for and contractually bind the company. Failure to fully complete the form, provide the requested information, or make any alterations will be considered a **conditional bid** and the proposal will be **rejected**.

Procedures under this bid require separate and confidential price submission. The envelope must be sealed and clearly marked **"Workers' Compensation and Public Safety Injury on Duty Services - PRICE PROPOSAL"**

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

Bidder Name: _____

Have you or anyone a party to the proposed contract ever failed to complete a contract awarded to you? YES NO If yes, when and why? Attached written explanation.

Have you ever defaulted on a contract? YES NO If yes, provide details.

Price Proposal

The undersigned proposes to provide the **non-legal services** in accordance with the accompanying requirements provided by the City of Waltham 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)*. In the event that the numeric price and the written price differ, the written price shall prevail.

Workers' Compensation and Public Safety Injury on Duty Services	
Year One (1) Nov 1, 2013 through October 31, 2014*	\$
In Words:	
Year Two (2) Nov 1, 2014 through October 31, 2015*	\$
In Words:	
Year Three (3) Nov 1, 2015 through October 31, 2016*	\$
In Words:	
Three Year Total Contract Price (excluding Legal Services)*	\$
In Words:	
* Should the company 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.	

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

PROMPT PAY DISCOUNT (Not required but if not offering a discount indicate by writing "ZERO")

Payment terms for the City of Waltham are net 30 days. Indicate discounts, if any, for payments made less than 30 days

Percentage _____%, Days: _____

Note: The Prompt Payment Discount "Clock" begins at the date of receipt of the invoice, or the date of the receipt of the product or service, whichever occurs later.

Bidder Acknowledges Addenda# _____.

The undersigned agrees that, if selected as vendor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to Massachusetts General Laws, Chapter 30B.

The undersigned further certifies under the penalties of perjury that this proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this subsection, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, group of individuals, or legal entity.

(Name of Company)

By: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State, Zip)

(Telephone) (FAX)

(Email Address)

(Place and Date When the Business was Organized)

If incorporated, identify the State of Incorporation and Date.

STATE OF INCORPORATION _____ DATE: / /

If the bidder is a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

(Date this bid was submitted)