

REQUEST FOR PROPOSALS

CITY OF NEW BEDFORD, MASSACHUSETTS OFFICE OF THE CITY SOLICITOR

THIRD PARTY ADMINISTRATION OF WORKERS' COMPENSATION

RFP #23151154



Proposals Due: Friday, June 2, 2023 at 2:00 p.m.

Jonathan F. Mitchell
Mayor

Office of the City Solicitor
133 William Street
New Bedford, MA 02740



**CITY OF NEW BEDFORD
MASSACHUSETTS**

Advertisement

REQUEST FOR PROPOSAL

Third Party Administration of Workers' Compensation

RFP # 23151154

The City of New Bedford, Purchasing Department, in conjunction with the Office of the City Solicitor, is seeking proposals from qualified proposers to administer all aspects of its Workers' Compensation obligations under M.G.L. Chapter 152; all its Injured on Duty obligations for Firefighters, and Police Officers under M.G.L. Chapter 41; and all its Accidental Disability Retirement Medical Claims under M.G.L. Chapter 32.

Sealed proposals will be received by the Purchasing Department, in the office of the Purchasing Agent, Room 208, City Hall, 133 William Street, New Bedford, Massachusetts, 02740, during business hours until the date and time of the bid opening.

Responses Due:

Friday, June 2, 2023 at 2 p.m. Prevailing Time

The Request for Proposals may be obtained beginning on **Monday, May 15, 2023** by visiting the City of New Bedford webpage at newbedford-ma.gov/Purchasing or by emailing purchasing@newbedford-ma.gov.

The City of New Bedford reserves the right to waive any informality in, or to reject, any or all proposals, if it deems such waiver or rejection to be in the best interest of the City.

Awarding Authority
City of New Bedford
Molly Gilfeather, Director of Purchasing

INTRODUCTION

The City of New Bedford requests proposals from qualified proposers to administer the following: all its Accidental Disability Retirement Medical Claims under M.G.L. Chapter 32, as well as all its workers' compensation obligations under M.G.L. Chapter 152 and/or all its Injured on Duty obligations for firefighters and police officers under M.G.L. Chapter 41. The scope of work includes third party management of all claims, but specifically *excludes* the appearance of counsel before the Department of Industrial Accidents and Superior Court. However, the proposer selected as Third Party Administrator ("TPA") will be expected to coordinate with the City Solicitor's Office in litigating and adjusting disputed matters pending before the Department of Industrial Accidents and the Superior Court. The selected TPA will take over from a contractor that has performed all the aforementioned services for the City since July 1, 2020.

The selected TPA will hold its proposal annual price for three (3) consecutive years commencing on July 1, 2023. In any contract executed pursuant to this RFP, the initial contract term shall commence upon the signing of the contract by the Mayor. In any contract executed pursuant to this RFP, the City will reserve the right to terminate the agreement upon thirty (30) days written notice to the TPA. In any contract executed pursuant to this RFP, to ensure that the TPA is properly administering the City's cases in a manner consistent with applicable statutes and regulations, the City will have the right to conduct a comprehensive audit(s).

The proposer's submission of a proposal in response to this RFP shall constitute acceptance by the proposer of the terms and conditions of this RFP, the terms of which shall be incorporated by reference in any contract executed pursuant to this RFP.

So as to avoid any potential conflicts of interest or the appearance thereof, and to ensure the City of New Bedford receives the lowest priced proposals possible, Worker's Comp RFP # 23151154 will be distributed only to principals that directly, and with their own personnel, offer workers' compensation administration services as set forth in the RFP as their primary business endeavor, and the City of New Bedford will accept proposals only from same. Insurance brokers and agents, however classified, shall not be distributed the RFP, and the City of New Bedford will not accept any proposal from, or negotiate through, any such broker or agent.

MINIMUM QUALIFICATIONS

To be eligible for a Third Party Administrator contract and oversee the city's self-insurance for one or all of the purposes of Massachusetts General Laws Chapters 152, 41, and 32, the proposer shall demonstrate experience in the administration of claims filed under each of these statutes. In addition, the selected TPA, as well as each of its employees providing TPA services to the City, shall be duly licensed, registered or otherwise qualified, if so required by Massachusetts law or regulation, to perform the services described in this RFP.

Proposal Procedures

Competitive sealed proposals are invited in accordance with the provisions of Massachusetts General Laws Chapter 30B.

Procedures under this RFP require separate and confidential submission of both pricing and technical proposals. Technical proposals will be evaluated by a select committee. After all qualified technical proposals are reviewed, the committee will forward the evaluations and recommendation to the Chief Procurement Officer. The Chief Procurement Officer will open the price proposals and will determine the most advantageous proposal, taking into consideration the committee's evaluation of the technical proposals and each proposal's price.

Any questions pertaining to this Request for Proposal are submitted via email to purchasing@newbedford-ma.gov with the subject line "RFP 23151154- Questions" no later than Friday, May 26, 2023 at 4 p.m. All questions and their responses will be emailed to all who have received a copy of the RFP via addendum, and all addenda will be posted to the City's website. It is the responsibility of the proposer to ensure they have received all addenda.

Proposals may be held open for a period of forty-five (45) days after the proposal submission deadline date unless award is made sooner, or the time for award is extended by consent of all parties concerned. The City reserves the right to reject all proposals in whole or in part. Award, payment, and performance obligations shall depend on the availability and appropriation of funds.

Proposal Submission

Proposals will be received at the City of New Bedford, Massachusetts Purchasing Department, 133 William Street, Room 208, New Bedford, MA 02740 until the opening date of Friday, June 2, 2023 at 2:00 p.m. at which time they will be opened in confidence in accordance with c. 30B, §6 (d). Proposals received after that date and time will be rejected. **Price proposals must be kept entirely separate from technical proposals. Failure to follow this instruction will result in rejection of the proposal.**

Rule for Award

Up to two contracts may be awarded to the most responsive and responsible proposer(s) deemed the most advantageous proposer(s): one contract for administering all of the City's workers' compensation obligations under M.G.L. Chapter 152 and all of the City's Accidental Disability Retirement Medical Claims under M.G.L. Chapter 32 for non-police and non-fire employees; and one contract for administering all of the City's Injured on Duty obligations for firefighters and police officers under M.G.L. Chapter 41 and all of the City's Accidental Disability Retirement Medical Claims under M.G.L. Chapter 32 for firefighters and police officers. If a contract(s) is awarded, the most advantageous proposer for each category will be awarded a contract, taking into consideration all required qualifications, submission requirements, and selection criteria set forth in this RFP, including price. Or, in the City's sole discretion, one contract for both workers' compensation and injured on duty services may be awarded to the one, most advantageous

proposer, taking into consideration all required qualifications, submission requirements, and selection criteria set forth in the RFP, including price.

One (1) original hard copy and one (1) electronic copy by USB/CD shall be submitted as follows:

Price proposal shall be submitted on the form furnished and sealed in an envelope marked:

Proposal Envelope A – Price Proposal
Third Party Workers’ Compensation Case Administration/Management
RFP # 23151154

Proposer’s Name _____

Technical proposal shall be submitted with all of the information required in a sealed envelope marked:

Proposal Envelope B - Technical Proposal
Third Party Workers’ Compensation Case Administration/Management
RFP # 23151154

Proposer’s Name _____

SCOPE OF SERVICES

The Third-Party Administrator's ("TPA") services shall consist of claims administration, claims monitoring, medical case management, utilization review ("UR"), and case management to and through resolution of all active past, current, and future claims and cases. The services shall include: (1) receipt, processing, filing and maintenance of all claim-related forms, reports and notices as required by state law for controlling losses; (2) UR and verification of all medical services billings, including medications and durable medical equipment; (3) determination of lowest state authorized rate for payments, including claimants granted accidental disability retirement ("ADR"); (4) timely follow-up with doctors and claimants and investigation of cases, when necessary, to reduce exposure and cost; (5) recommendations of appropriate claimant's earning capacity status for final decision by the City; (6) making direct payments to medical providers on behalf of the City and (7) making direct payments and/or a voucher system for Lost Time payments to employees. TPA's services shall also include the incorporation of the appropriate number of nurse case managers to effectively provide advice and assistance in monitoring injured employees' medical care and treatment and to issue basic reports to claims handlers assigned to the City account and to the City Solicitor's Office and to Department Heads, when reasonably requested.

TPA's administration of claims shall include receipt, processing, filing, maintenance and payment, directly, or through a voucher system, of all relevant claims, all contact with claimant employees and their legal representatives, all parties involved in treatment and rehabilitation, *excluding* legal representation before the Department of Industrial Accidents (DIA), the DIA Reviewing Board, the Massachusetts trial and appellate courts, local and state retirement boards, and the Massachusetts Public Employee Retirement Administration Commission. The administering TPA must be provide to the City and, when and as required, to the DIA or any other state agency, timely reports appropriate in format and in electronic media when required so that the reports are reasonably acceptable to the City.

NOTE: TPA's services shall also include acting as the "Account Designee" for the City of New Bedford as the Responsible Reporting Entity ("RRE"). TPA shall create and test necessary data upload programs and report liability insurance payments made to Medicare Beneficiaries as required by Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, commonly referred to as MMSEA Section 111, for the City of New Bedford for all claims arising under M.G.L. Chapter 32 Accidental Disability Retirement Medical Claims, as well as for all claims arising under M.G.L. Chapter 152 workers' compensation claims and/or under M.G.L. Chapter 41 injured on duty claims. In all instances and under all statutes, TPA shall be responsible for all the city's past, current, and new cases.

If the TPA provides both workers' compensation and injured on duty services, the TPA as "Account Designee" shall consider the city's workers' compensation program and fire and police program as separate accounts under MMSEA Section 111 and shall create and test necessary data upload programs and make reports accordingly. The TPA shall assist the City of New Bedford in registering as an RRE and developing its reporting program as mandated by MMSEA Section 111 as circumstances may require. The TPA as "Account Designee" shall provide the City all information about the TPA necessary for the City of New Bedford to complete its registration on

the Section 111 COB Secure Website (“COBSW”). The TPA shall perform other specific duties under the contract as “Account Designee” as set forth below, herein.

The administering TPA shall work with and report to the City Solicitor's Office and shall cooperate with all City Department Heads in analyzing causes of accidents and their associated injuries. The TPA shall provide loss control services such as periodic safety inspections; safety presentations; and written loss control recommendations to the City in its efforts to reduce the number of accidents. The TPA shall fully cooperate with the City Solicitor's Office as Solicitor’s represents the City before the Department of Industrial Accidents and in other forums in which litigation ensues related to employees' work-related injuries.

Proposer’s Price Proposal shall provide for, encompass, and be the total price for all the services detailed in this section. The proposer acknowledges by submission of its proposal that the services detailed above herein will be included in any contract resulting from this RFP, and that its price proposal submitted herewith shall include payment for all such services.

CLAIMS HANDLING:

The TPA shall review each claim for facts, consistency, completeness, and clarity and make the initial determination of compensability under the respective statute(s) and provide advice and guidance to the City on all matters relative to accidental disability retirement claims, as well as to workers’ compensation and/or injured on duty claims. The TPA shall audit all claims to confirm validity and/or to identify suspicious or improper claims. The TPA shall notify the City of and pursue all suspicious or improper claims and assure that improper payments are recovered. The TPA shall move forward with applicable claims handling services to include:

1. Handle all matters relative to accidental disability retirement claims, as well as to workers’ compensation and/or injured on duty claims, including the following:
 - develop and recommend a case management action plan for all new cases.
 - collect and review copies of the initial injury report, and the *Form 101* for workers’ compensation, for facts, completeness and clarity,
 - file all necessary documents (*except form 101*) on behalf of the city with the DIA and/or other state agencies,
 - confirm claim as lost time or no lost time,
 - establish liability reserve for compensation and medical services for each claim,
 - establish claim status for payment or non-payment pending further review,
 - review all no lost time claims for potential medical liability,
 - request up to date medical reports from providers,
 - investigate all claims for concurrent employment wages, and
 - assure medical appointments are kept by employees and reports submitted are timely and complete.
2. Produce quarterly written claim review reports for all pending/open lost time claims and attend quarterly claim review meetings of pending accidental disability retirement claims, as well as

workers' compensation and/or injured on duty claims, on-site with representatives designated by the City Solicitor's Office;

3. Produce monthly management reports;
4. Actively manage outstanding liabilities and promote case resolution;
5. Handle medical management, including utilization review ("UR"), scheduling of independent medical examinations ("IME") and treatment performance monitoring;
6. Control direct medical treatment costs through preferred provider arrangements with organizations;
7. Apply medical cost containment initiatives (e.g., pre-approval for medical services, medical services and pharmacy bill review for justification and payment, UR, the use of the lowest state rate setting fees and negotiated fees approved by the City);
8. Verify in a manner approved by the City all submitted claims for mileage or other items ancillary to providing reasonable medical services;
9. Recommend claims for case resolution and closure, including lump sum settlements, ADR, or formal discontinuance.

FILE MAINTENANCE:

The TPA shall maintain all documentation and files resulting from employee injuries, including DIA Forms, accident reports, wage forms, and other forms related to the claim. The TPA shall also maintain all medical reports, attorney letters, notice of third-party liens, or any other documentation or files the City deems necessary. The TPA shall administer all past, current and future cases. The TPA shall be responsible for all costs associated with the retrieval and copying of documents and files, handling and postage charges. The TPA shall provide remote computer access to the claims files for all cases for up to three City Departments: the Solicitor's Office; the Police Chief's Office; and the Fire Chief's Office. All paper files and electronic files and reports are and shall become the property of the City.

The selected TPA will take possession of any paper claim files that are being stored by the current TPA and will arrange for the transportation and storage of these files. TPA shall complete any programming necessary to incorporate electronic files into its system.

MEDICAL REPORTS:

The TPA shall obtain all medical and rehabilitation reports, office notes, test results, or the like from all treating physicians, chiropractors, physical and occupational therapists, clinics, hospitals, or any other providers deemed necessary by the City.

STATE REPORTING:

The TPA awarded the workers' compensation category shall prepare and file with the state all necessary documents during the claims handling and adjudication process as required by the Department of Industrial Accidents and City, excluding the initial *Form 101*. The City Solicitor's Office will be responsible for filing the *Form 101* with the Department of Industrial Accidents and the TPA.

MEDICAL SERVICES BILL REVIEW AND PAYMENT:

Upon receipt, for all claims, the TPA shall:

1. Examine the bill for appropriateness according to state regulations and, for workers' compensation, for Department of Industrial Accident Claims UR guidelines;
2. Adjust each rate to the lowest state rate setting standards or city approved negotiated fees; and
3. Issue payment (checks) directly to medical providers on behalf of the City, providing monthly documentation of each payment to the City.

LOST TIME PAYMENTS:

When lost time injuries or illnesses occur, the TPA shall determine the affected employees' compensation rates in a timely manner consistent with the rules of the DIA and/or the injured on duty statute and forward the payment directly to the employee or by a voucher system with monthly documentation to the City relative to same, to ensure that the proper weekly payment of workers' compensation and/or injured on duty benefits by the City is made to injured employees.

M.G.L. 152 SECTION 36 AND 36B BENEFITS:

The TPA awarded the workers' compensation category, in consultation with the City Solicitor's Office, shall provide calculations and preparation for all documentation and forms regarding said benefits for approval by the City.

THIRD PARTY LIENS/SUBROGATION:

The TPA shall advise the City on the potential for third party claims. The TPA shall not settle any third party lien without the prior approval of the City Solicitor's Office.

SUPPLEMENTARY SERVICES:

When determined necessary, IMEs, private investigations, occupational safety and health consultants, and/or rehabilitation and functional capacity evaluation firms' services shall be retained within the parameters of discussions between the TPA and the City. Further, the TPA will not schedule the use of the aforementioned supplementary services without the approval of

the City Solicitor's Office. The TPA shall also communicate time limits and budget considerations to outside services and shall monitor progress through the conclusion of each claim.

CLAIMS SERVICE TIMES:

For purposes of City of New Bedford claims, the TPA shall maintain business hours and weekdays of operation of at least from 8:00 AM to 5:00 PM ET for Mondays through Fridays. In addition, the TPA shall maintain a 24 hour a day and 7 days a week telephone call and/or accident site response service to assist supervisors or managers in their investigations relative to severe acute injuries or hazardous material exposures that may occur during the TPA’s off-business hours.

FINES AND PENALTIES:

The TPA shall pay all fines and penalties assessed against the City of New Bedford and/or TPA resulting from the TPA’s negligence in performance of the contract authorized hereunder.

INSURANCE AND INDEMNIFICATION:

The TPA shall obtain insurance and indemnify and defend the City as outlined in paragraph (o) of the attached sample contract.

BACKGROUND INFORMATION

WORKERS’ COMP

CURRENT NUMBER OF CITY EMPLOYEES COVERED BY M.G.L. CHAPTER 152 WORKERS’ COMPENSATION: **City: 733 School: 2,7111**

CURRENT “OPEN” LOST TIME CLAIMS FOR CITY SIDE EMPLOYEES COVERED BY CHAPTER 152 INCLUDING SCHOOLS: **171**

Workers comp claims totals:

Policy Year	Total Claims	Medical and Report Only Claims	Indemnity Claims	Medical and Expense Paid	Indemnity Paid	Total Paid
7/18-6/19	292	252	40	\$412,758.52	\$778,917.80	\$1,191,676.32
7/19-6/20	242	213	29	\$83,529.08	\$94,116.80	\$177,645.88
7/20-6/21	214	179	35	\$301,619.52	\$602,663.91	\$904,283.43
7/21-6/22	321	277	44	\$174,178.16	\$222,954.47	\$397,132.63
6/22-7/23*	299	256	43	\$74,830.64	\$127,063.79	\$201,894.43

*current as of 4/06/2023

Policy Year	Indemnity Claims	Medical Claims	Report Only Claims	Total Claims
7/18-6/19	40	119	133	292
7/19-6/20	29	92	121	242
7/20-6/21	35	71	108	214
7/21-6/22	44	72	205	321
7/22-6/23	43	62	194	299

END OF WORKERS' COMPENSATION STATISTICS

Police And Fire

Number of police covered by c. 41, sec. 100 and 111F: **241**

Number of fire covered by c. 41, sec. 100 and 111F: **218**

POLICE AND FIRE IOD CLAIMS BY FISCAL YEAR

Police				
	Lost Time/Indemnity Claims	Medical Only Claims	Report Only Claims	Total Claims
7/18-6/19	20	41	55	96
7/19-6/20	12	30	108	138
7/20-6/21	22	43	64	107
7/21-6/22	21	36	74	110
7/22-6/23*	18	22	39	61

*current as of 4/06/23

Fire				
	Lost Time/Indemnity Claims	Medical Only Claims	Report Only Claims	Total Claims
7/18-6/19	32	21	21	48
7/19-6/20	30	28	14	42
7/20-6/21	34	29	33	62
7/21-6/22	28	22	31	53
7/22-6/23*	20	20	8	28

*current as of 4/06/23

END POLICE AND FIRE

CURRENT NUMBER OF ALL ACCIDENTAL DISABILITY RETIREMENT CASES: **80**

SUBMISSION REQUIREMENTS FOR TECHNICAL PROPOSAL

All proposers must submit one (1) original hard copy and one (1) electronic copy by USB/CD for the technical proposal of services, which they would provide under this contract in order to fulfill the service requirements shown. Such "Technical Proposal" must include the following information:

1. Provide an annual report or other financial information describing proposer's business, scope, size, and structure.
2. Provide an organizational chart of those individuals who would be involved in providing services to the city in each office (i.e. claims manager, account coordinator, office manager, supervisors, adjusters, etc.).
3. List the qualifications and experience (with copies of resumes) of the key individuals who would be assigned to provide services under this RFP.
4. Outline how proposer would transition existing cases as well as how proposer would access injured on duty and workers' compensation files and employee records and copy them.
5. List at least five current or past clients for whom the proposer has provided services in the last five years, including the name, address and telephone number of a contact person for each named client. At least one of the five clients should be a public entity (city / town / district / department).
6. Detail any achievements, savings, and other positive results attained with past or current clients over the last five years.
7. Provide a detailed written plan of services describing how the proposer will carry out the scope of work for ADR claims as well as workers compensation and injured on duty.
8. Provide a sample case management form to be used by the claims administrator in handling any claim in which weekly lost time benefits are being paid. This form should be a prototype for the written quarterly claim review reports for all pending lost time claims.
9. Copies of sample loss runs and other standardized computer reports regularly furnished to clients to assist in the management of claims.
10. Submit a list of supplementary service firms (rehabilitation and occupational therapy, formal functional capacity evaluation, independent medical evaluations, investigative services, etc.) the proposer would utilize and their flat or hourly fee schedules as well as any other expenses that might be incurred in the provision of their services.
11. State if the proposer maintains a 24 hour a day and 7 days a week telephone call and/or accident site response service to assist supervisors or managers in their investigations relative to severe

acute injuries or hazardous material exposures to employees that may occur during the proposer's off-business hours.

12. Furnish the following information as to the computer software utilized by the proposer:

- a. Name of the software, platform, and vendor that is used for claims management.
- b. Name of the software, platform, and vendor that is used to cut medical and pharmacy bills to the lowest rates allowed under M.G.L. Chapter 152 and regulations such as 114.3 CMR 29 and 40 and 114.5 CMR 4 and 23, etc. and updates for workers' compensation and ADR claims.
- c. Confirm that the claims management program could be accessed - for viewing - by a minimum of three separate points of contact from the City: the Solicitor's Office, the Police Chief's Office; the Fire Chief's Office.
- d. Outline the process and format by which computer data would be available and downloaded to the city's Municipal Information System by the proposer if and when the contract terminates or expires.

13. Provide a detailed written plan of services describing how the proposer will carry out the scope of work for providing "Account Designee" services to the City as the Responsible Reporting Entity under Section 6.b.1 of the attached sample contract, MMSEA Section 111 Reporting and Other Requirements, for programming and reporting both workers' compensation and police and fire IOD claims, as applicable.

14. Provide details on proposed mechanisms for establishment of account or means of funding direct medical claim payments.

15. Provide details on proposed mechanisms for establishment of means of funding direct payments and/or a voucher payment process for Lost Time payments to employees.

PRICE PROPOSAL

Price proposals must be listed on the Price Proposal form included with this RFP. The City is requesting that various flat fees be provided under two options in two categories:

- Under item 1(a), the City is requesting a flat fee for handling all police and fire injured on duty and ADR claims, including providing Account Designee services. The flat fee for 1(a) should assume that the TPA would make direct payments for medical and lost time claims.
- Under item 1(b), the City is requesting a flat fee for handling all police and fire injured on duty and ADR claims, including providing Account Designee services. The flat fee for 1(b) should assume that the TPA would utilize a voucher system for lost time claims but that the City would make the actual payments.
- Under item 2(a), the City is requesting a flat fee for handling all workers compensation and ADR claims, including providing Account Designee services. The flat fee for 2(a) should assume that the TPA would make direct payments for medical and lost time claims.
- Under item 2(b), the City is requesting a flat fee for handling all workers compensation and ADR claims, including providing Account Designee services. The flat fee for 2(b) should assume that the TPA would utilize a voucher system for lost time claims but that the City would make the actual payments.

Should the City award both workers' compensation and injured on duty services to one proposer, please provide the amount by which the flat annual fees for each category would be discounted from the total fee for both services. Finally, in addition to the list of supplementary service firms (rehabilitation and occupational therapy, formal functional capacity evaluation, independent medical evaluations, investigative services, etc.) the proposer would utilize and their flat or hourly fee schedules as well as any other expenses that might be incurred in the provision of their services, please provide the per service price the City will be expected to incur and pay for any specific service that is not included in the flat annual fees.

EVALUATION CRITERIA

Proposals from proposers who meet or exceed the minimum criteria will be evaluated and rated on the basis of the following comparative criteria. The City reserves the right to ask any proposer to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given to each of the following criteria for each proposer. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

Experience

Highly Advantageous: Proposers have at least ten (10) years' experience in the business of administering/managing workers' compensation cases. Proposers must have more than five (5) clients with 75 covered employees, of which at least three (3) shall have been municipalities.

Advantageous: Proposers have more than five (5) years but less than ten (10) years experience in the business of administering/managing workers' compensation cases. Proposers must have completed more than three (3) but less than five (5) clients with more than 75 employees, of which at least one (1) shall have been a municipality

Not Advantageous: Proposers have less experience than is described above as "Advantageous," but experience nonetheless.

Unacceptable: No experience.

Personnel

Highly Advantageous: Proposer will assign principal contact(s) who have managed at least three (3) comparable clients in the administering and management of workers' compensation cases for Massachusetts municipalities.

Advantageous: Proposer will assign principal contact(s) who managed at least one (1) comparable client in the administering and management of workers' compensation cases for a Massachusetts municipality.

Not Advantageous: Proposer is able only to assign principal contact(s) who have not managed at least one (1) comparable client in the business of administering/managing workers' compensation cases for a Massachusetts municipality.

Unacceptable: Principal contact not qualified or unstated.

Plan of Services

Highly Advantageous: The Plan of Services as set forth in response to the City's RFP is highly defined and developed. The implementation strategy is exceptionally clear, understandable and focused.

Advantageous: The Plan of Services as set forth in the response to the City's RFP is sufficiently developed. The implementation strategy is adequate but not exceptional.

Not Advantageous: The Plan of Services, as set forth in the response to the City's RFP, is inadequately developed. The implementation strategy is sketchy and undefined.

Unacceptable: No plan of services submitted.

References

Highly Advantageous: Five or more positive references, three of which are for comparable municipalities.

Advantageous: Four or more positive references, one of which is for a comparable municipality.

Not Advantageous: References which are not positive; or references with less experience than is described above as "Advantageous".

Unacceptable: Bad reference report recommending that proposer not be hired.

Price Proposal

To be submitted in an envelope marked as Follows:

Price Proposal – Workers’ Compensation Case Administration/Management

RFP# 23151154

Proposer’s Name:

Name of Individual or Company Making Proposal

The prices quoted below include the cost of all labor, materials, insurance, and all other necessary expenses to fulfill the conditions of the contract in the time stated. All travel costs to be incurred by the selected TPA are part of the proposal price and shall be paid by the selected TPA.

We herewith propose to provide Third Party Administrator services in claims administration and management in accordance with our technical proposal and otherwise as noted below.

CATEGORY #1- INJURED ON DUTY OBLIGATIONS

Injured on Duty	Total, Flat Annual Fee Amount in Numbers	Total, Flat Annual Fee Amount in Words
1a) Flat annual fee for handling all of the City’s Injured on Duty obligations under M.G.L. c.41, and all the City’s Accidental Disability Retirement Medical Claims under M.G.L. c. 32, for firefighters and police officers, including providing “Account Designee” services to the City as the Responsible Reporting Entity. Direct payments by TPA for Medical and Lost Time. Includes Bill Rating.		
1b) Flat annual fee for handling all of the City’s Injured on Duty obligations under M.G.L. c. 41, and all the City’s Accidental Disability Retirement Medical Claims under M.G.L. c. 32, for firefighters and police officers, including providing “Account Designee” services to the City as the Responsible Reporting Entity. Direct payments by TPA for Medical and Voucher system for Lost Time payments. Includes Bill rating.		

CATEGORY #2- WORKERS' COMPENSATION OBLIGATIONS

Workers' Compensation	Total, Flat Annual Fee Amount in Numbers	Total, Flat Annual Fee Amount in Words
2a) Flat annual fee for handling all of the City's workers' compensation obligations under M.G.L. c. 152, and all the City's Accidental Disability Retirement Medical Claims under M.G.L. c. 32, for non-police and non-fire employees, including providing "Account Designee" services to the City as the Responsible Reporting Entity. Direct payments by TPA for Medical and Lost Time. Includes Bill Rating.		
2b) Flat annual fee for handling all of the City's workers' compensation obligations under M.G.L. c. 152, and all the City's Accidental Disability Retirement Medical Claims under M.G.L. c. 32, for non-police and non-fire employees, including providing "Account Designee" services to the City as the Responsible Reporting Entity. Direct payments by TPA for Medical and Voucher system for Lost Time payments. Includes Bill rating.		

DISCOUNT FOR AWARD OF BOTH SERVICES

Should the City award both workers' compensation and injured on duty services to one proposer, please provide the amount by which the flat annual fees for each category would be discounted from the total fee for both services.

	Discount Amount in Numbers	Discount Amount in Words	Total amount for both services after discount, in numbers	Total amount for both services after discount, in words
Combining 1a and 2a:				
Combining 1b and 2b				

OTHER SERVICES

Other services _____ \$ _____

Note: One (1) original hard copy and one (1) electronic copy by USB/CD are to be submitted, with the original clearly marked.

Technical Proposal

To be submitted in an envelope marked as Follows:

**Technical Proposal – Workers’ Compensation Case Administration/Management
RFP # 23151154**

Respondent’s Name

Name of Individual or Company making Proposal

The following are to be attached to this proposal form. (Responses should be detailed in accordance with the previous specific requests for information under “Technical Proposal” in the RFP document.)

1. Annual report or other financial information describing proposer’s business, scope, size, and structure.
2. Organizational chart of those individuals who would be involved in providing services.
3. List the qualifications and experience (with copies of resumes) of the key individuals who would be assigned to provide services under this RFP.
4. Transition plan.
5. List of current and/or past clients for whom the proposer has provided services.
6. Achievements, savings, and other positive results attained for other clients.
7. A detailed written plan of services describing how the proposer will carry out the scope of work.
8. A sample case management form to be used in handling lost time claims.
9. Copies of sample loss runs and other standardized computer reports.
10. List of supplementary service firms the TPA would utilize and their fees.
11. State if the proposer maintains a 24 hour a day and 7 days a week telephone call and/or accident site response service to assist supervisors or managers in their investigations relative to severe acute injuries or hazardous material exposures to employees that may occur during the proposer’s off-business hours.
12. The computer information for the programs utilized by the TPA.
13. A detailed description of how the TPA intends to provide “Account Designee” services to the City as required by Section 6.b.1 of the attached sample contract.
14. Details on proposed mechanisms for establishing account or means of funding direct medical claim payments.
15. Details on proposed mechanisms for establishment of means of funding direct payment and/or a voucher payment process for Lost Time payments to employees
16. A completed Proposal Signature Form.

Note: One (1) original hard copy and one (1) electronic copy by USB/CD are to be submitted, with the original clearly marked.

(SAMPLE)

**THIRD PARTY CLAIMS MANAGEMENT
SERVICE CONTRACT**

(Subject to change or alteration at City's option – for example only)

This Agreement is entered into between the City of New Bedford ("City") having its principal office at 133 William Street in New Bedford, Massachusetts and _____, the Third Party Administrator ("TPA"), having its principal office at _____.

For and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the City of New Bedford and TPA hereby agree upon and to the following terms and conditions:

1. City shall pay an annual service fee of _____ to TPA for providing third party claims administration services for all city and school workers compensation and ADR claims, and for providing "Account Designee" services to the City as the Responsible Reporting Entity under Section 6.b.1 of this contract, MMSEA Section 111 Reporting and Other Requirements for reporting workers' compensation claims. This amount shall be paid in four equal quarterly installments.
2. City shall pay an annual service fee of \$ _____ to TPA for providing third party claims administration services for all police and fire injured on duty and ADR claims and for providing "Account Designee" services to City as the Responsible Reporting Entity under Section 6.b.1 of this contract, MMSEA Section 111 Reporting and Other Requirements, for reporting police and fire IOD claims. This amount shall be paid in four equal quarterly installments.
3. This contract shall be for services provided for the period from July 1, 2023 through June 30, 2026.
4. This contract may be cancelled without cause by City if City gives TPA thirty (30) days written notice of its intention to cancel the contract. The contract may be terminated by either party in the event of a default in any material term of the contract. In such a case, the non-defaulting party shall provide the defaulting party with written notice of the default. If the defaulting party fails to cure the default within fourteen (14) days, the contract shall be cancelled.
5. Within thirty (30) days of the termination of the contractual relationship between the parties to this agreement, TPA shall return all records to City and City shall pay the final fee due (if any) for the services provided through the termination date.
6. TPA agrees to provide the following services:

a. General Services: TPA's services shall consist of claims administration, claims monitoring, medical case management, utilization review ("UR"), and case management to and through resolution of all active past, current, and future claims and cases. The services shall include: (1) receipt, processing, filing and maintenance of all claim-related forms, reports and notices as required by state law for controlling losses; (2) UR and verification of all medical services billings, including medications and durable medical equipment; (3) determination of lowest state authorized rate for payments, including claimants granted accidental disability retirement ("ADR"); (4) timely follow-up with doctors and claimants and investigation of cases, when necessary, to reduce exposure and cost; (5) recommendations of appropriate claimant's earning capacity status for final decision by the City; (6) making direct payments to medical providers on behalf of the City and (7) making direct payments and/or a voucher system for Lost Time payments to employees. TPA's services shall also include the incorporation of the appropriate number of nurse case managers to effectively provide advice and assistance in monitoring injured employees' medical care and treatment and to issue basic reports to claims handlers assigned to the City account and to the City Solicitor's Office and to Department Heads, when reasonably requested.

b. Scope of Claims Administration: TPA's administration of claims shall include receipt, processing, filing, maintenance and payment, directly, or through a voucher system, of all relevant claims, all contact with claimant employees and their legal representatives, all parties involved in treatment and rehabilitation, excluding legal representation before the Department of Industrial Accidents (DIA), the DIA Reviewing Board, the Massachusetts trial and appellate courts, local and state retirement boards, and the Massachusetts Public Employee Retirement Administration Commission. The administering TPA must be provide to the City and, when and as required, to the DIA or any other state agency, timely reports appropriate in format and in electronic media when required so that the reports are reasonably acceptable to the City.

b.1 MMSEA Section 111 Reporting and Other Requirements: TPA shall act as the "Account Designee" for the City as the Responsible Reporting Entity ("RRE"). TPA shall create and test necessary data upload programs and report liability insurance payments made to Medicare Beneficiaries as required by Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, commonly referred to as MMSEA Section 111, for the City of New Bedford for all claims arising under M.G.L. Chapter 32 Accidental Disability Retirement Medical Claims, as well as for all claims arising under M.G.L. Chapter 152 workers' compensation claims and/or under M.G.L. Chapter 41 injured on duty claims. In all instances and under all statutes, TPA shall be responsible for all the city's past, current, and new cases. *[If the TPA provides both workers' compensation and injured on duty services,]* the TPA as "Account Designee" shall consider the city's workers' compensation program and fire and police program as separate accounts under MMSEA Section 111 and shall create and test necessary data upload programs and make reports accordingly. The TPA shall assist the City of New Bedford in registering as an RRE and developing its reporting program as mandated by MMSEA Section 111 as circumstances may require. The TPA as "Account Designee" shall provide the City all information about the TPA necessary for the City of New Bedford to complete its registration on the Section 111 COB Secure Website ("COBSW"). The TPA shall perform other specific duties under the contract as "Account Designee" as set forth below:

- Must register on the COBSW and obtain a Login ID.
- Must upload and download or transfer files to the COBSW.
- Must review file transmission history.
- Must review file-processing statuses and file statistics.
- Perform all other ancillary duties necessary to serve competently as the City’s “Account Designee.”

c. Coordination with Solicitor’s Office: The administering TPA shall work with and report to the City Solicitor's Office and shall cooperate with all City Department Heads in analyzing causes of accidents and their associated injuries. The TPA shall provide loss control services such as periodic safety inspections; safety presentations; and written loss control recommendations to the City in its efforts to reduce the number of accidents. The TPA shall fully cooperate with the City Solicitor's Office as Solicitor’s represents the City before the Department of Industrial Accidents and in other forums in which litigation ensues related to employees' work-related injuries.

d. Claims Handling: The TPA shall review each claim for facts, consistency, completeness, and clarity and make the initial determination of compensability under the respective statute(s) and provide advice and guidance to the City on all matters relative to accidental disability retirement claims, as well as to workers’ compensation and/or injured on duty claims. The TPA shall audit all claims to confirm validity and/or to identify suspicious or improper claims. The TPA shall notify the City of and pursue all suspicious or improper claims and assure that improper payments are recovered. The TPA shall move forward with applicable claims handling services to include:

- (i). Handle all matters relative to accidental disability retirement claims, as well as to workers’ compensation and/or injured on duty claims, including the following:
 - a. develop and recommend a case management action plan for all new cases.
 - b. collect and review copies of the initial injury report, and the *Form 101* for workers’ compensation, for facts, completeness and clarity,
 - c. file all necessary documents (*except form 101*) on behalf of the city with the DIA and/or other state agencies,
 - d. confirm claim as lost time or no lost time,
 - e. establish liability reserve for compensation and medical services for each claim,
 - f. establish claim status for payment or non-payment pending further review,
 - g. review all no lost time claims for potential medical liability,
 - h. request up to date medical reports from providers,
 - i. investigate all claims for concurrent employment wages, and
 - j. assure medical appointments are kept by employees and reports submitted are timely and complete.
- (ii) Produce quarterly written claim review reports for all pending/open lost time claims and attend quarterly claim review meetings of pending accidental disability retirement claims, as well as workers’ compensation and/or injured on duty claims, on-site with representatives designated by the City Solicitor’s Office;
- (iii) Produce monthly management reports;

- (iv) Actively manage outstanding liabilities and promote case resolution;
- (v) Handle medical management, including utilization review (“UR”), scheduling of independent medical examinations (“IME”) and treatment performance monitoring;
- (vi) Control direct medical treatment costs through preferred provider arrangements with organizations;
- (vii) Apply medical cost containment initiatives (e.g., pre-approval for medical services, medical services and pharmacy bill review for justification and payment, UR, the use of the lowest state rate setting fees and negotiated fees approved by the City);
- (viii) Verify in a manner approved by the City all submitted claims for mileage or other items ancillary to providing reasonable medical services;
- (ix) Recommend claims for case resolution and closure, including lump sum settlements, ADR, or formal discontinuance.

e. File Maintenance: The TPA shall maintain all documentation and files resulting from employee injuries, including DIA Forms, accident reports, wage forms, and other forms related to the claim. The TPA shall also maintain all medical reports, attorney letters, notice of third-party liens, or any other documentation or files the City deems necessary. The TPA shall administer all past, current and future cases. The TPA shall be responsible for all costs associated with the retrieval and copying of documents and files, handling and postage charges. The TPA shall provide remote computer access to the claims files for all cases for up to three City Departments: the Solicitor's Office; the Police Chief's Office; and the Fire Chief's Office. All paper files and electronic files and reports are and shall become the property of the City. The TPA shall take possession of any paper claim files that are being stored by the previous TPA and will arrange for the transportation and storage of these files. TPA shall complete any programming necessary to incorporate electronic files into its system

f. Medical Reports: The TPA [*awarded the workers' compensation category*] shall prepare and file with the state all necessary documents during the claims handling and adjudication process as required by the Department of Industrial Accidents and City, excluding the initial Form 101. The City Solicitor's Office will be responsible for filing the Form 101 with the Department of Industrial Accidents and the TPA..

g. State Reporting: The TPA will prepare and file with the state all necessary documents during the claims handling and adjudication process as required by the Department of Industrial Accidents and City, excluding the initial *Form 101*. The City Solicitor's Office will be responsible for filing the *Form 101* with the Department of Industrial Accidents and the TPA.

h. Medical Services Bill Review and Payment: Upon receipt, for all claims, the TPA shall:

- (i) Examine the bill for appropriateness according to state regulations and, [*for workers' compensation,*] for Department of Industrial Accident Claims UR guidelines;
- (ii) adjust each rate to the lowest state rate setting standards or city approved negotiated fees, and

(iii) Issue payment (checks) directly to medical providers on behalf of the City, providing monthly documentation of each payment to the City.

i. Lost Time Payments: When lost time injuries or illnesses occur, the TPA shall determine the affected employees' compensation rates in a timely manner consistent with the rules of the DIA and/or the injured on duty statute and forward the payment directly to the employee or by a voucher system with monthly documentation to the City relative to same, to ensure that the proper weekly payment of workers' compensation and/or injured on duty benefits by the City is made to injured employees.

j. M.G.L. 152 Section 36 and 36B Benefits: *[For workers' compensation]* In consultation with the City Solicitor's Office, the TPA shall provide calculations and preparation for all documentation and forms regarding said benefits for approval by the City.

k. Third Party Liens / Subrogation: The TPA shall advise the City on the potential for third party claims. The TPA shall not settle any third party lien without the prior approval of the City Solicitor's Office.

l. Supplementary Services: When determined necessary, IMEs, private investigations, occupational safety and health consultants, and/or rehabilitation and functional capacity evaluation firms' services shall be retained within the parameters of discussions between the TPA and the City. Further, the TPA will not schedule the use of the aforementioned supplementary services without the approval of the City Solicitor's Office. The TPA shall also communicate time limits and budget considerations to outside services and shall monitor progress through the conclusion of each claim.

m. Claims Service Times: For purposes of City of New Bedford claims, the TPA shall maintain business hours and weekdays of operation of at least from 8:00 AM to 5:00 PM ET for Mondays through Fridays. In addition, the TPA shall maintain a 24 hour a day and 7 days a week telephone call and/or accident site response service to assist supervisors or managers in their investigations relative to severe acute injuries or hazardous material exposures that may occur during the TPA's off-business hours.

n. Fines and Penalties: The TPA shall pay all fines and penalties assessed against the City of New Bedford and/or TPA resulting from the TPA's negligence in performance of the contract authorized hereunder.

o. Insurance and Indemnification: Prior to commencement of this Agreement, the TPA shall obtain, at its own cost and expense, the required insurance from insurance companies licensed in their state, carrying a Best's Financial Rating of "A-" or better, and shall provide evidence of such insurance to the City. The policies or certificates thereof shall provide that 30 days prior to cancellation or material change in the policy, notices of same shall be given to the City by registered mail, return receipt requested, for all of the following stated insurance policies.

If at any time any of the policies required herein shall be or become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the TPA shall, upon notice to that effect from the City, promptly obtain a new policy, submit the same to the City for approval and submit a certificate thereof. Upon failure of the TPA to furnish, deliver and maintain such insurance, this Agreement, at the election of the City, may be declared suspended, discontinued, or terminated. Failure of the TPA to provide and maintain any of the required insurance shall not relieve the TPA from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations on the TPA concerning indemnification. The City may waive the requirement of coverage type or amount if not reasonably available and if the City deems it to be in the City's best interest to do so.

- (i) TPA shall maintain workers compensation, general liability, automobile, and umbrella insurance for the minimum amount required as outlined below. Insurance coverages and certificates shall include *City of New Bedford* as an additional insured, on a primary and non-contributory basis, on all liability policies.
- (ii) Minimum required insurance limits (coverage on an occurrence basis):

Commercial General Liability

- \$2,000,000 Products/Completed Operations Aggregate
- \$2,000,000 General Aggregate
- \$1,000,000 Any One Occurrence

Employers Liability (Coverage "B" on the Workers Compensation Policy)

- \$ 500,000 Each Accident
- \$ 500,000 Each Employee for Injury by Disease
- \$ 500,000 Aggregate for Injury by Disease

Commercial Umbrella/Excess Liability

- \$5,000,000 Each Occurrence
- \$5,000,000 Aggregate

Professional Liability

- \$2,000,000 Each Occurrence
- \$2,000,000 Aggregate

Cyber Liability

- \$1,000,000 Security and Privacy Liability
- \$1,000,000 Cyber Extortion
- \$1,000,000 Event Management Liability

- (iii) TPA, and any contractor who does not carry worker's compensation insurance coverage to protect himself personally from work-related injuries, hereby releases, holds harmless, and indemnifies the City from any injuries that may occur to the TPA and/or contractor himself during the course of this Agreement. In no way does this

provision affect the absolute duty of every contractor, including TPA, to provide worker's compensation insurance coverage to each and every one of their employees and himself according to the provisions of this Agreement and all applicable state and federal laws.

- (iv) To the fullest extent permitted by law, the TPA hereby acknowledges and agrees that it shall indemnify, hold harmless, and defend the City, and any of City's officers, directors, employees, agents, affiliates, subsidiaries, and partners, from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance of the TPA's work and caused in whole or in part by any acts or omissions of the TPA, its employees, agents, or sub-contractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.
- (v) All Insurance Certificates must contain a clause indicating that certificate holders be given a minimum of 30 days written notice prior to the cancellation of TPA's insurance, except for nonpayment. TPA must furnish the certificate referred to above as an express condition precedent to the City's duty to make any progress payments to TPA pursuant to this Agreement.
- (vi) The TPA hereby acknowledges its obligation to indemnify the City of New Bedford against judgments suffered because of the TPA's work and to assume the cost of defending the City against claims as described in the paragraph (iv).

7. The TPA shall maintain books, records and other compilations of data pertaining to the requirements of this Agreement to the extent and in such detail as shall properly substantiate claims served under this Agreement and all shall properly substantiate TPA's claims for payment under the Agreement. The City, or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the TPA which pertain to the provisions and requirements of this Agreement. Such access shall include on-site audits, reviews, and copying of records. TPA shall also maintain internal accounting controls and permit the City to view its audited financial statements in camera at TPA's offices upon city's request.

8. In entering into this Agreement, the City and TPA have relied only upon the representations set forth herein. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which the City or TPA relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between the City and TPA.

9. TPA certifies that neither it nor any of its employees, agents, officers, attorneys, subcontractors or representatives, however described, has given, offered or agreed to give any person, corporation or other entity any gift, contribution, offer of employment or other reward as an inducement for, or in connection with, the award of this Agreement. TPA certifies that no person, corporation or other entity, other than a bona fide full-time employee of TPA, has been retained or hired by TPA to solicit for or in any way assist TPA 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 the Agreement to TPA.

10. A waiver by either the City or TPA of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach. Forbearance or indulgence of a breach of this Agreement in any form or manner by either the City or TPA shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

11. The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The City and TPA further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close to possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

12. The City and TPA each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement. Neither the City nor the TPA shall assign or transfer any interest in this Agreement without the written consent of the other.

13. Neither the City nor TPA shall assign any rights or duties under this Agreement without the prior written consent of the other party. The City may terminate this Agreement by written notice in the event of a sale or transfer of ownership in the TPA's business entity, however constituted. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Further, except as noted in the Scope of Services, TPA shall not subcontract for any service or portion thereof to be rendered under this Agreement without the prior written consent of the City.

14. TPA's activities hereunder shall be governed by the laws of the Commonwealth of Massachusetts, unless otherwise specified. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, unless otherwise specified.

15. This Agreement, together with all Attachments, Appendices, Addenda (if applicable), the Certificate of Non-Collusion, Vote of Corporation Authorizing Execution of Corporate Agreements, and Certificate as to Payment of State Taxes, constitutes the entire Agreement between the City and TPA and supersedes all prior written or oral understandings. This Agreement and said Attachments, Appendices, Certificate of Non-Collusion, Vote of Corporation Authorizing Execution of Corporate Agreements and Certificate as to Payment of State Taxes may only be amended, supplemented, modified or canceled by a written instrument duly executed by the City and TPA.

16. The undersigned individual, who has signed and executed this Agreement on behalf of TPA, hereby: 1) represents, warrants, and certifies to the City of New Bedford that he/she is authorized by TPA to sign and execute this Agreement on its behalf and bind it to the obligations, terms, and conditions of the corporation set forth herein; 2) acknowledges that the City of New Bedford is relying upon such representation, warranty, and certification and will be damaged thereby if he/she is not so authorized; and, 3) agrees to indemnify and hold harmless, personally and in his/her own stead, the City of New Bedford, its officers, agents, attorneys, employees, and representatives, however described or characterized, against and from legal liability for all judgments, losses, and expenses and any and all claims and/or damages, whether direct or indirect, choate or inchoate, that it, or any of them, may incur and/or suffer, if he/she is not so authorized.

<p>(Type in Contractor/TPA)</p> <p>_____</p> <p>By:</p> <p>Title:</p>	<p>City of New Bedford, Massachusetts</p> <p>_____</p> <p>By: Jonathan F. Mitchell</p> <p>Title: Mayor</p>
<p>CERTIFIED that funds are available</p> <p>_____</p> <p>By:</p> <p>Title: Auditor</p>	<p>Purchasing Department</p> <p>_____</p> <p>By:</p> <p>Title: Director of Purchasing</p>
<p>APPROVED as to Form and Legality</p> <p>_____</p> <p>By:</p> <p>Title: Associate City Solicitor</p>	<p>Chief Financial Office</p> <p>_____</p> <p>By:</p> <p>Title: Chief Financial Officer</p>

**CITY OF NEW BEDFORD
MASSACHUSETTS**

NON-COLLUSION AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid 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, joint venture, partnership, corporation or other business or legal entity.

Signature of individual submitting bid

Name of business/organization

TAX COMPLIANCE CERTIFICATION

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of person submitting bid

Name of business/organization



CITY OF NEW BEDFORD
Jonathan F. Mitchell, Mayor

CITY OF NEW BEDFORD
MASSACHUSETTS

VOTE OF CORPORATION AUTHORIZING
EXECUTION OF CORPORATE AGREEMENTS

At a meeting of the Board of Directors of _____ duly called and

held on _____, 20____ at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: That _____, a _____ of the corporation, be and hereby is authorized to affix the Corporate Seal, sign and deliver in the name and behalf of the corporation contract documents with the City of New Bedford, the above mentioned documents to include but not be limited to Bids, Proposals, Deeds, Purchase and Sales Agreements, Agreements, Contracts, Leases, Licenses, Releases and Indemnifications; and also to seal and execute, as above, surety company bonds to secure bids and proposals and the performance of said contract and payment for labor and materials, all in such form and on such terms and conditions as he/she, by the execution thereof, shall deem proper. A true copy.

ATTEST:

Name (Print)

Signature

(Affix Corporate Seal)

Title

Date