REQUEST FOR PROPOSALS:

WORKER’S COMPENSATION INSURANCE ADMINISTRATION SERVICES

RFP #15-12

Bid Opening Date: September 4, 2014 at 10:30 a.m.

AUGUST 2014

Setti D. Warren, Mayor
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ATTACHMENT - A

City - Contractor Agreement (SAMPLE ONLY) 25-29
This City of Newton Request For Proposals (RFP) invites sealed proposals from Contractors for

**WORKER’S COMPENSATION INSURANCE ADMINISTRATION SERVICES**

Proposals will be received until:  
**10:30 a.m., Thursday, September 4, 2014**
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459.

Contract Documents will be available online at the City’s website: [www.newtonma.gov/bids](http://www.newtonma.gov/bids) after: **10:00 a.m., August 21, 2014**. Proposers are responsible for downloading the specifications from the City’s web site at [www.newtonma.gov/bids](http://www.newtonma.gov/bids).

Proposers are requested to email the Purchasing Department ([purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. 15-12) they have downloaded.

**The term of the contract shall extend from October 1, 2014 through September 30, 2015.** The City shall have the option, at its sole discretion, **to renew this Contract for two (2) additional one (1) years terms**, with no change in the contract price or terms and conditions. The exercise of each option to renew shall be subject to appropriation of funding therefor.

The specific administration services solicited in this RFP are described in the Scope of Services at pp. 9-11 below. As this is an RFP, proposers shall submit a technical, or non-price proposal, and a price proposal. There is no specific form for the technical proposal, although it should be responsive to all information requested made in the RFP. The price proposals shall be submitted on the Price Proposal #15-12 form included in this RFP.

**All proposals shall be submitted as (i) for the Technical Proposal, one ORIGINAL and three COPIES and (ii) for the Price Proposal, ONE COPY. (In addition, a DVD version of the Technical Proposal is requested, but not required.)** Proposers’ attention is directed to the requirements of the City of Newton Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are available on the Purchasing Department’s website. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

All City of Newton bids are available on the City’s web site, [www.newtonma.gov/bids](http://www.newtonma.gov/bids). It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all proposals in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

**CITY OF NEWTON**

Nicholas Read  
*Chief Procurement Officer*  
August 21, 2014
CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
Instructions to Proposers

REQUEST FOR PROPOSAL (RFP) #15-12
WORKER’S COMPENSATION INSURANCE ADMINISTRATION SERVICES

I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer has determined that in order to select the most advantageous proposal for WORKER’S COMPENSATION INSURANCE ADMINISTRATION SERVICES for the City of Newton comparative judgments of technical factors, in addition to price, will be necessary.

The City believes that while low price is a factor in selecting the most advantageous service provider, it is also important that the City be able to consider a proposer’s experience in providing worker’s compensation insurance administration to municipalities similar to Newton, that the City be able to evaluate the proposer’s methodology and staffing, the proposer’s ability to deliver the services needed, and the effectiveness of the proposer’s interface with City of Newton officials and employees. The City’s ability to weigh these factors is best achieved by procuring worker’s compensation insurance administration through a Request For Proposals (RFP).

II. INSTRUCTIONS TO PROPOSERS

A. GOVERNING LAW and DEADLINE FOR SUBMISSION: All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the Chief Procurement Officer in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Room 204, Newton, MA 02459, no later than 10:30 a.m., Thursday, September 4, 2014.

B. A responsive proposal shall consist of two parts: (i) a Technical Proposal made up of one (1) original, and three paper (3) copies and (ii) one (1) paper copy of a Price Proposal. The Technical Proposal and the Price Proposal shall be submitted in separate sealed envelopes. (In addition, a DVD version of the technical proposal is requested, but not required.)

The four copies of the TECHNICAL PROPOSAL and the one PRICE PROPOSAL must be submitted in SEPARATE SEALED ENVELOPES.

Envelopes shall be marked:
“TECHNICAL PROPOSAL - RFP #15-12 “WORKER'S COMPENSATION SERVICES”
AND
“PRICE PROPOSAL - RFP #15-12 “WORKER'S COMPENSATION SERVICES”
along with your firm’s name on both envelopes. If a Price Proposal is included in the Technical Proposal, the proposal may be rejected.

Where information is requested, proposals must provide it in the same order of the as requested in this RFP and identify the page number of the RFP that relates to the information response.

Faxed proposals will not be accepted.

B. QUESTIONS: Inquiries involving procedural or technical matters must be received in writing, at least 72 hours prior to proposal submission to:

purchasing@newtonma.gov or facsimile (617) 796-1227
Nicholas Read, Chief Procurement Officer

All additional information shall be put into the form of an Addendum. Each addendum will be posted on the City’s website at under the document ##15-12 and will be emailed or faxed to those listed on the Bidders’ list as having received (picked-up or downloaded) the RFP.

If you have downloaded the RFP, please be sure to email us (purchasing@newtonma.gov) your Name, Address, Phone and Fax numbers and what RFP number you have downloaded.
ADDENDUM: Proposer shall acknowledge any/all addendum(s) on the first line of their Transmittal Sheet of their Technical Proposal, as well as on the designated line provided in the Price Proposal.

C. EXAMINATION OF DOCUMENTS: Each proposer shall be satisfied, by personal examination of the location of the contemplated services and by any other means, as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The proposer shall be familiar with all RFP Documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.

D. TIMELINE:

- **RFP Released**: August 21, 2014 at 10:00 a.m.
- **Questions submitted**: Thursday, August 28, 2014 at 12:00 noon
- **Addenda w/Answers**: Tuesday, September 2, 2014 at 10:30 a.m.
- **Proposal Submittal**: Thursday, September 4, 2014 at 10:30 a.m.

E. PROPOSAL FORMAT: All proposals shall follow the order of this RFP. All proposals shall have a table of contents denoting, for each item, which page it can be located on. All proposals shall have footers with page numbers.

III. EVALUATION OF PROPOSALS

There will be no public opening of submitted proposals. Following the deadline for receipt, the Chief Procurement Officer will open the Technical Proposals and prepare a register of those firms submitting proposals which shall be available for public inspection. All proposal contents shall be confidential until the evaluation is final and award has been made.

The Technical Proposals shall be evaluated by an Evaluation Committee; the Evaluators shall prepare their evaluations based on the criteria contained herein.

Any proposer submitting a proposal must satisfy all the Minimum Criteria, below. Proposals that do not demonstrate compliance with the Minimum Criteria shall be rejected as non-responsive. All proposals not rejected as non-responsive shall be evaluated based on the five (5) Comparative Criteria below.

The City of Newton reserves the right to waive minor informalities in any or all RFPs, or to reject any or all RFPs, if it be in the public interest to do so. The City reserves the right to request site visits and demonstrations of existing vendor operations.

Upon completion of the evaluation of the responsive Technical Proposals, the Chief Procurement Officer will open and evaluate the Price Proposals. A contract will be awarded to the responsive and responsible proposer whose proposal is determined to be most advantageous taking into consideration cost and evaluative criteria. The City reserves the right to reject any and all proposals and to award a contract as determined to be in the best interests of the City.

All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

To be eligible for the worker’s compensation insurance administration Third Party Administration (TPA) contract and to oversee the city’s self-insurance for the purposes of Massachusetts General Laws Chapters 152, 41, and 32, the proposers shall demonstrate experience in the administration of claims filed under each of these statutes. In addition, the proposer, 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.
MINIMUM CRITERIA

Any proposer submitting a proposal for worker’s compensation insurance administration services must satisfy all the Minimum Criteria listed below.

Proposals that do not demonstrate compliance with the Minimum Criteria will not be further considered.

It should be recognized that worker’s compensation insurance administration services are an extremely sensitive area of employee relations with a municipality. The City wishes to perpetuate its reputation for protecting the rights of individuals while at the same time supporting management approaches for developing a valuable revenue source. The City will not award a contract except to a responsible and responsive proposer that has documented successful experience by providing the following documents, duly completed and signed:

1. Bidder's Qualifications And References Form
2. Certificate of Tax Compliance
3. Certificate of Non-Collusion
4. Debarment Letter
5. IRS Form W-9
6. A Plan of Services setting forth a detailed proposed plan for providing worker’s compensation insurance administration services including, without limitation, processing of claims, investigations, determinations of fact, establishing appropriate compensation, payments administration, recordkeeping and periodic reporting of the same to the City’s Human Resources Department.

To the extent that a Minimum Criterion requires the certification of fact, the proposer’s certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

COMPARATIVE EVALUATION CRITERIA

The evaluation of each proposal for Parking Violation Process and Collection Services Program will be based upon the “Comparative Evaluation Criteria” described in this section. The following scale will be used to rate each evaluation criterion, as well as to determine a composite rating of each proposal:

“Highly Advantageous”
“Advantageous”
“Not Advantageous”
“Unacceptable”

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

EVALUATION CRITERIA

Proposals from contractors 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 respondent 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 respondent. 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.
To the extent that an Evaluation Criterion requires the certification of fact, the proposer’s certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

1. **Experience**

**Highly Advantageous**: Vendor meets all the following: (i) at least ten (10) years’ experience in the business of administering/managing workers’ compensation cases; and (ii) more than five (5) clients with 75 covered employees, of which at least three (3) shall have been municipalities.

**Advantageous**: Vendor meets all the following: (i) more than five (5) years but less than ten (10) years experience in the business of administering/managing workers’ compensation cases; and 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**: Vendor has less experience than is described above as “Highly Advantageous” or “Advantageous,” but experience nonetheless.

**Unacceptable**: No experience

2. **Personnel**

**Highly Advantageous**: Vendor has named at least two (2) 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**: Vendor has named at least two (2) 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**: Vendor has named only one or no principal contact(s) who have 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.

3. **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**: Plan of Services is inadequate in all respects

4. **References (1)**

**Highly Advantageous**: Five or more positive references.

**Advantageous**: Four or more positive references.

**Not Advantageous**: Three or fewer positive references.

**Unacceptable**: Bad reference report recommending that respondent not be hired.
5. References (2)

**Highly Advantageous**: Three positive references from comparable municipalities.

**Advantageous**: Two or fewer positive references from comparable municipalities.

**Not Advantageous**: No positive references from comparable municipalities.
WORK’ER’S COMPENSATION SERVICES

Scope of Services

Overview

Third-party administration 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) utilization review (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; and (5) recommendations of appropriate claimant’s earning capacity status for final decision by the City. Administration should 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 Human Resources Office and to Department Heads, when reasonably requested.

Administration of claims shall include receipt, processing, filing, and maintenance 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 contractor must be capable of providing the City and, when and as required, the DIA or any other state agency, with timely and appropriate reports as required in format and electronic media that are reasonably acceptable to the City.

NOTE: The third-party administration services also shall include acting as the “Account Designee” for the City of Newton as the Responsible Reporting Entity (RRE), being responsible for creating and testing necessary data upload programs and for reporting 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 Newton as RRE for claims arising under both M.G.L. Chapter 152; its Injured on Duty obligations for fire fighter and police officers under M.G.L. Chapter 41; and its Accidental Disability Retirement Medical Claims under M.G.L. Chapter 32; in both instances and under both statutes, for all the city’s past, current and new cases.

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, make reports, and set and charge its fees accordingly. The TPA shall assist the City of Newton 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 Newton 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 contractor shall work with and report to the City Human Resources Office and shall cooperate with all City Department Heads in analyzing causes of accidents and their associated injuries and shall provide loss control services such as periodic safety inspections; safety presentations; and written loss control recommendations to the City in their efforts to reduce the number of accidents. The contractor shall fully cooperate with the City Human Resources Office as it represents the City before the Department of Industrial Accidents and in other forums in which litigation ensues related to employees' work related injuries.

Respondent’s Price Proposal shall provide for, encompass, and be the total price for all the services detailed in this section. Respondent 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.
Services Required - CLAIM HANDLING:

1. Process all worker’s compensation and injury-on-duty claims reported by the City of Newton. Claims to be processed to conclusion to include timely payments and reserves.
2. Comply with all requirements of the Massachusetts Division of Industrial Accidents, the re-insurance company, and M.G.L Chapter 111F to include required reporting and forms submission.
3. Develop and recommend a case management action plan for all cases.
4. Investigate lost time accidents as requested by the Human Resources office.
5. Adjustment of all medical payments in accordance with prevailing Massachusetts Rate Setting Commission rates unless instructed to the contrary by the City Human Resources.
6. Payment of medical expenses through an ACH or wire transfer process. A list of bills to be paid will accompany the ACH or wire transfer request. Copies of all checks for medical bills paid will be forwarded to the Human Resources Office upon payment.
7. Provide Utilization Review services for all medical treatment related to a work-related injury to include: issue claims cards to injured employees, monitor medical procedures and/or care confirming that they are reasonable and necessary in accordance with established treatment plans, and approve or deny payment to medical care providers pursuant to M.G.L. c. 152.
8. Recommend and/or order independent medical exams or surveillance after consultation with the City of Newton.
9. Participate in periodic open claims meetings at the City of Newton Human Resources office.
10. Review any recommended lump sum settlements with the Town’s attorney and City of Newton Human Resources.
11. Calculation of annual cost of living adjustments paid under the provisions of M.G.L. c. 152, S. 34B.
12. Complete required Medicare secondary payer reporting on behalf of the City of Newton.
13. Provide ongoing communication with the City’s excess insurer and reporting as required by the insurer.

FILE MAINTENANCE:

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

• MEDICAL REPORTS:

The contractor will obtain all medical and rehabilitation reports, office notes, test results or the like from all treating physicians, chiropractic’s, physical and occupational therapists, clinics, hospitals, or any other providers deemed necessary by the City.

• STATE REPORTING:

The contractor 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 Human Resources Office will be responsible for filing the Form 101 with the Department of Industrial Accidents and the contractor.

• MEDICAL SERVICES BILL REVIEW AND PAYMENT:

Upon receipt, for all types of claims, the contractor will:

1. examine the bill for appropriateness according to state regulations and - for Department of Industrial Accident Claims - utilization review (UR) guidelines,
2. adjust each rate to the lowest state rate setting standards or city approved negotiated fees, and
3. return bills and bill analysis forms for payment with appropriate copies within ten business days for disbursement by the city,
• **LOST TIME PAYMENTS:**

When lost time injuries or illnesses occur, the contractor will determine the affected employees’ compensation rates in a timely manner consistent with the rules of the DIA and the state injured on duty statute and to forward the payment vouchers and adjustments to ensure that the City makes the proper weekly payment of workers’ compensation benefits to injured employees.

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

In consultation with the City Human Resources Office, the contractor will provide calculations and preparation for all documentation and forms regarding said benefits for approval by the City.

**THIRD PARTY LIENS/SUBROGATION:**

The contractor will advise the City on the potential for third party claims. The contractor will not settle any third party lien without the prior approval of the City.

• **SUPPLEMENTARY SERVICES:**

When determined necessary, independent medical evaluations, private investigations, occupational safety and health consultants, or rehabilitation and functional capacity evaluation firms’ services will be retained within the parameters of discussions between the contractor and the City. Further, the contractor will not schedule the use of the aforementioned supplementary services without the authority of the City Human Resources Office. The contractor will also communicate time limits and budget considerations with outside services and will monitor progress through the conclusion of each claim.

**CLAIMS SERVICE TIMES:**

For purposes of City of Newton claims, the contractor shall maintain business hours and weekdays of operation of normal business hours for Mondays through Fridays. In addition, the contractor will maintain a 24 hours 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 contractor’s off-business hours.

**FINES AND PENALTIES:**

The contractor shall pay all fines and penalties assessed against the City of Newton and/or contractor resulting from the contractor’s negligence in performance of the contract authorized hereunder.
CITY OF NEWTON BACKGROUND INFORMATION

GENERAL

CURRENT NUMBER OF CITY EMPLOYEES COVERED BY M.G.L. CHAPTER 152 WORKERS’ COMPENSATION:
City: 900  School: 300

NUMBER OF NEW CITY WORKERS’ COMP. CLAIMS FILED BY FISCAL YEAR:

<table>
<thead>
<tr>
<th></th>
<th>Lost Time</th>
<th>Medical Only</th>
</tr>
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<tbody>
<tr>
<td>2014</td>
<td>38</td>
<td>43</td>
</tr>
<tr>
<td>2013</td>
<td>52</td>
<td>63</td>
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<td>2012</td>
<td>47</td>
<td>41</td>
</tr>
<tr>
<td>2011</td>
<td>42</td>
<td>51</td>
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CURRENT “OPEN” LOST TIME CLAIMS FOR CITY SIDE EMPLOYEES COVERED BY CHAPTER 152 INCLUDING SCHOOLS: 35

DOES THE SCHOOL DEPARTMENT, POLICE OR FIRE SUBSCRIBE TO OR ALLOW INJURED EMPLOYEES TO RETURN TO “TEMPORARY” RESTRICTED OR LIGHT DUTY ASSIGNMENTS? Yes, on case by case basis.

CURRENT NUMBER OF CLAIMANTS RECEIVING WEEKLY BENEFITS: 25

Workers comp claims totals:

<table>
<thead>
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<th>Total Paid Indemnity</th>
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<tbody>
<tr>
<td>7/1/10-6/30/11</td>
<td>$1,187,333</td>
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<tr>
<td>7/1/11 - 6/30/12</td>
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<tr>
<td>7/1/12 – 6/30/13</td>
<td>$1,106,712</td>
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<tr>
<td>7/1/13-6/30/14</td>
<td>$1,253,261</td>
</tr>
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END OF WORKERS’ COMPENSATION STATISTICS

POLICE AND FIRE

Number of police covered by ch. 41, sec. 100 and 111F: 101

Number of fire covered by ch. 41, sec. 100 and 111F: 185

POLICE AND FIRE I LD CLAIMS BY FISCAL YEAR:
FIRE

7-1-11 TO 6-30-12  10  OPEN  0
7-1-12 TO 6-30-13  10  OPEN  0
7-1-13 TO 6-30-14  10  OPEN  2

POLICE

7-1-11 TO 6-30-12  10  OPEN  0
7-1-21 TO 6-30-13  10  OPEN  0
7-1-13 TO 6-30-14  10  OPEN  2

CURRENT “OPEN” LOST TIME CLAIMS FOR POLICE OFFICERS COVERED BY CHAPTER 41 SECTIONS 1000 AND 111F – 2

CURRENT “OPEN” LOST TIME CLAIMS FOR FIREFIGHTERS COVERED BY CHAPTER 41 SECTION S100 AND 111F ----  2

END POLICE AND FIRE
SUBMISSION REQUIREMENTS FOR TECHNICAL PROPOSAL

All respondents must submit one original and three extra copies of their 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 your 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 the RFP.

4. Outline how the firm would transition existing cases as well as how they 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 contractor 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 consultant will carry out the scope of work for both workers compensation, injured on duty, and ADR claims.

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, investigatory services, etc.) the respondent 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 respondent maintains a 24 hours 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 contractor’s off-business hours.

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

   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 15, 16, 17, 18, 27, 31, 40, etc. and updates for workers’ compensation and ADR claims.

   c. Outline the process and format by which computer data would be available and downloaded to the city’s Municipal Information System by the respondent if and when the contract terminates or expires.

13. Provide a detailed written plan of services describing how the contractor 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 contract, MMSEA Section 111 Reporting and Other Requirements, for programming and reporting both workers’ compensation and police and fire ILD claims.
Technical Proposal

To be submitted in an envelope marked as follows:

Technical Proposal – Workers’ Compensation Administration Services
RFP # 15-12

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 corporate report describing your 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 the RFP.
4. Transition plan.
5. List of current and/or past clients for whom the contractor has provided services.
6. Achievements, savings, and other positive results attained for other clients.
7. A detailed written plan of services for workers compensation and injured on duty claims.
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 contractor would utilize.
11. State if the respondent maintains a 24 hours 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 contractor’s off-business hours.
12. The computer information for the programs utilized by the contractor.
13. A detailed description of how the contractor intends to provide “Account Designee” services to the City as required by Section 6.b.1 of the attached contract.

Note: An original and three (3) copies of proposal are to be submitted.
PRICE PROPOSAL

List four (4) separate annual fees for providing the required services listed under this RFP.

The first flat fee shall be for handling all workers compensation claims for one year.

The second flat fee shall be for handling all police and fire injured on duty claims plus all ADR claims for one year.

The third flat fee shall be 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 programming and reporting workers’ compensation claims for one year.

The fourth flat fee shall be 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 programming and reporting police and fire ILD claims for one year.

In addition, 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 fee. The per service fee shall not be considered for the purpose of comparing price proposals.

Price Proposal

To be submitted in an envelope marked as follows:

Price Proposal –
Workers’ Compensation Administration Services
RFP # 15-12

RFP# 15-12

Respondent’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 contractor are part of the proposal price and shall be paid by the contractor.

We herewith propose to provide Workers’ Compensation administration and management services in accordance with our technical proposal and otherwise as noted below.

1. Flat Annual Fee for Handling All Workers Compensation Claims $______________________ Amount in Numbers

Amount in Words

2. Flat Annual Fee for Handling All Police and Fire - Injured on Duty Claims plus ADR Claims $______________________ Amount in Numbers

Amount in Words
3. Flat fee 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 programming and reporting workers’ compensation claims.

$_____________________
Amount in Numbers

________________________________________
Amount in Words

4. Flat fee 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 programming and reporting police and fire ILD claims.

$_____________________
Amount in Numbers

________________________________________
Amount in Words

GRAND TOTAL (Sum of Items 1 -4)

$_____________________
Amount in Numbers

$_____________________
Amount in Words

Other Services: _______________________ $_______________________________

Note: One (1) executed copy of the price proposal is to be submitted.

Date _____________________ ________________________________________
(Name of Proposer)

BY: ____________________________________

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone) (Facsimle)

(E-mail address)

NOTE: If the proposer is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.
CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

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.

1. FIRM NAME: _________________________________________________________
2. WHEN ORGANIZED: ________________________________
3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: __________________
4. IS YOUR BUSINESS A MBE? _____YES _____NO WBE? _____YES _____NO or MWBE? _____YES _____NO
   * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:
      ______________________________________________________________________________________
      ______________________________________________________________________________________
      ______________________________________________________________________________________
      ______________________________________________________________________________________
      ______________________________________________________________________________________

   * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU? _____YES _____NO
      IF YES, WHERE AND WHY?
      ______________________________________________________________________________________
      ______________________________________________________________________________________

   * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____YES _____NO
      IF YES, PROVIDE DETAILS.
      ______________________________________________________________________________________
      ______________________________________________________________________________________

   * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:
      ______________________________________________________________________________________
      ______________________________________________________________________________________
      ______________________________________________________________________________________
      ______________________________________________________________________________________
      ______________________________________________________________________________________
      ______________________________________________________________________________________

   * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FIVE (5) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.
      PROJECT NAME: ________________________
      OWNER: ___________________________________
      CITY/STATE: ________________________________

Project Manual #15-12 – 3rd Party Worker’s Compensation Administration
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DOLLAR AMOUNT: $ ___________________________    DATE COMPLETED: ________________
PUBLICLY BID? ______YES ______ NO
TYPE OF WORK?: __________________________________________
CONTACT PERSON: ___________________________ TELEPHONE #: ______)
CONTACT PERSON'S RELATION TO PROJECT?: ________________________________________
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: ____________________________________________
OWNER: ___________________________________________________
CITY/STATE: ______________________________________________

DOLLAR AMOUNT: $ ___________________________    DATE COMPLETED: ________________
PUBLICLY BID? ______YES ______ NO
TYPE OF WORK?: __________________________________________
CONTACT PERSON: ___________________________ TELEPHONE #: ______)
CONTACT PERSON'S RELATION TO PROJECT?: ________________________________________
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: ____________________________________________
OWNER: ___________________________________________________
CITY/STATE: ______________________________________________

DOLLAR AMOUNT: $ ___________________________    DATE COMPLETED: ________________
PUBLICLY BID? ______YES ______ NO
TYPE OF WORK?: __________________________________________
CONTACT PERSON: ___________________________ TELEPHONE #: ______)
CONTACT PERSON'S RELATION TO PROJECT?: ________________________________________
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: ____________________________________________
OWNER: ___________________________________________________
CITY/STATE: ______________________________________________

DOLLAR AMOUNT: $ ___________________________    DATE COMPLETED: ________________
PUBLICLY BID? ______YES ______ NO
TYPE OF WORK?: __________________________________________
CONTACT PERSON: ___________________________ TELEPHONE #: ______)
CONTACT PERSON'S RELATION TO PROJECT?: ________________________________________
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: ____________________________________________
OWNER: ___________________________________________________
CITY/STATE: ______________________________________________

DOLLAR AMOUNT: $ ___________________________    DATE COMPLETED: ________________
PUBLICLY BID? ______YES ______ NO
TYPE OF WORK?: __________________________________________
CONTACT PERSON: ___________________________ TELEPHONE #: ______)
CONTACT PERSON'S RELATION TO PROJECT?: ________________________________________
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: ____________________________________________
OWNER: ___________________________________________________
CITY/STATE: ______________________________________________

DOLLAR AMOUNT: $ ___________________________    DATE COMPLETED: ________________
PUBLICLY BID? ______YES ______ NO
TYPE OF WORK?: __________________________________________
CONTACT PERSON: ___________________________ TELEPHONE #: ______)
CONTACT PERSON'S RELATION TO PROJECT?: ________________________________________
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: ____________________________________________
OWNER: ___________________________________________________
CITY/STATE: ______________________________________________
10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: ___________  BIDDER: __________________________________________

SIGNATURE: ______________________________________________________

PRINTED NAME: _______________________________________  TITLE: ________________

END OF SECTION
CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name: __________________________

By: ________________________________
    Corporate Officer
    (Mandatory, if applicable)

Date: ________________________________

Print Name: __________________________

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.
CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and 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 or individuals.

____________________________________
(Signature of individual)

____________________________________
Name of Business
Date

Vendor

Re:  Debarment Letter for Invitation For RFP #15-12

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

III. Debarment:
Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

__________________________________________ (Name)
_______________________________________ (Company)
________________________________________ (Address)
_______________________________________ (Address)
PHONE ___________________ FAX _______________
EMAIL ____________________________

________________________________________ Signature

______________________________ Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.
Request for Taxpayer Identification Number and Certification

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 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 name to enter.

Social security number

or

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 and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am not 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 for failure 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 Here

U.S. person

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 made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), and have not received or requested a TIN. If you are a U.S. person, your allocable share of any partnership income from a U.S. trade or business is 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 any State 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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.
THIS AGREEMENT made this __________ day of ________ in the year Two Thousand and Fourteen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

I. SCOPE OF WORK. The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

   WORKER’S COMPENSATION INSURANCE ADMINISTRATION SERVICES

II. CONTRACT DOCUMENTS. The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

   a. This CITY-CONTRACTOR Agreement;

   b. The City's Request For Proposals #15-12 (RFP) issued by the Purchasing Department;

   c. The Project Manual for WORKER'S COMPENSATION SERVICES including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;

   d. Addenda Number(s) ______:

   e. The Proposal of the CONTRACTOR submitted for this Project and accompanying documents and certifications;

   f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;

   g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

III. PRIORITY OF DOCUMENTS. In the event of inconsistency between the terms of this CITY-CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

IV. APPLICABLE STATUTES. All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
V. CONTRACT TERM. The term of the contract shall be one (1) year, extending from October 1, 2014 through September 30, 2015. The City shall have the option, at its sole discretion, to renew this Contract for two (2) additional one (1) years terms, with no change in the contract price or terms and conditions. The exercise of such option to renew shall be subject to appropriation of funding therefor.

VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED. The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Public Buildings Department specifying the work to be performed. The Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.

VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION. The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.

VIII. WARRANTY. Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

IX. PATENT INDEMNIFICATION. The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.

X. ASSIGNMENT/SUB-CONTRACTING. The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

XI. TERMINATION. If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.

XII. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XIII. SEVERABILITY. The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
XIV. **AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

By

Print Name

Title

Date

Affix Corporate Seal Here

**CITY OF NEWTON**

By

*Chief Procurement Officer*

Date

By

*Human Resources Director*

Date

City funds are available in the following account:

41C109-575006 - 

Approved as to Legal Form and Character

By

*Associate City Solicitor*

Date

CONTRACT AND BONDS APPROVED

By

*Mayor or his designee*

Date
CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of ____________________________________________ (insert full name of Corporation)

2. corporation, and that ______________________________________________________________ (insert the name of officer who signed the contract and bonds.)

3. is the duly elected ______________________________________________________________ (insert the title of the officer in line 2)

4. of said corporation, and that on ________________________________________________ (insert a date that is 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

5. _______________________________________ 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.

6. ATTEST: _______________________________________ AFFIX CORPORATE
   (Signature of Clerk or Secretary)* SEAL HERE

7. Name: ___________________________________________ (Please print or type name in line 6)*

8. 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.