



**ADMINISTRATION & FINANCE
PURCHASING DIVISION
CITY OF WORCESTER, MA
455 MAIN STREET
ROOM 201, CITY HALL
WORCESTER, MA 01608
(508) 799-1220**



**Christopher J. Gagliastro, MCPPO
Purchasing Agent**

**RFP NO. CR-8187-W4
ISSUANCE DATE: 4/19/2024**

BUYER: Christopher J. Gagliastro

**AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
REQUEST FOR PROPOSALS
NOTICE TO PROPOSERS**

RFP TITLE: Unemployment Insurance Claim Administration / Human Resources

REFER TO PAGE 7 FOR PROPOSAL SUBMISSION INFORMATION

General Conditions:

All proposals are subject to the terms, conditions and specifications herein set forth:

- 1. Scope: Provide unemployment insurance claim administration services as per the attached requirements and specifications of the City of Worcester Executive Office of Human Resources for a period of three years from July 1, 2024 to June 30, 2027.**
- 2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the amount of N/A must accompany this proposal. This must be submitted under separate sealed cover marked "Proposal Security." In the case of default, the surety shall be forfeited to the City as liquidated damages.**
- 3. All terms and conditions are applicable to this proposal except the following section(s) which are hereby deleted from this RFP: 4, 22, 23, 27**
- 4. A performance bond in the amount of N/A will be required. If this proposal is accepted by the City and the Proposer shall fail to contract as set forth in these requirements and to give a bond in the aforementioned amount, within ten (10) days, (not including Sundays, Saturdays, or a legal Holiday) from the date of the mailing of a notice from the City to the Proposer, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the proposer has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the proposal security accompanying this proposal shall become the property of the City as liquidated damages.**

Any prospective proposer requesting a change in or interpretation of existing specifications or terms and conditions must do so within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal opening date. All requests are to be in writing to the Purchasing Division. No changes will be considered or any interpretation issued unless request is in our hands within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal submission date.

Any inquiries related to technical or contractual matters must be submitted in writing to:

**Christopher J. Gagliastro, MCPPO
Purchasing Director
City of Worcester, City Hall
455 Main Street, Room 201
Worcester, MA 01608
gagliastroc@worcesterma.gov**

5. Nothing herein is intended to exclude any responsible Proposer or in any way restrain competition. All responsible Proposers are encouraged to submit proposals. The City encourages participation by Minority and Women Owned Business Enterprises (M/WBE).
6. The following meanings are attached to the defined words when used in this RFP.
 - a) The word "City" means The City of Worcester, Massachusetts.
 - b) The word "Proposer" means the person, firm or corporation submitting proposal on these specifications or any part thereof.
 - c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
 - d) The words "Firm Price" shall mean a guarantee against price increase during the life of the contract.
7. All proposals and other documents relating to this RFP are subject to the public records provisions of M.G.L. c.30B, and shall remain confidential until the time specified in c.30B section 6 (d).
8. All material submitted by vendors becomes the property of the City. The City is under no obligations to return any of the material submitted by a vendor in response to this RFP.
9. Each vendor's proposal must remain in effect for at least 120 days from the deadline for its submission. The City will decide upon acceptance within 120 days of submission.
10. It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge,

compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.

11. The City reserves the right to accept or reject any or all of the proposals submitted and waive informalities and technicalities.
12. The City will review and analyze each proposal, and reserve the right to interview selected proposers. The City shall select the proposer, which in the City's opinion, has made the proposal best suited to the needs and goals of the City and its operations and deemed to be in compliance with the terms of this RFP.
13. The Contractor will be required to indemnify and save harmless the City of Worcester for all damages to life and property that may occur due to his or her negligence or that of his or her employees, subcontractors, etc. during the contract derived from this RFP.
14. The Contract Agreement will be drafted by the City's Law Department in compliance with the terms of the RFP, and may incorporate the terms of this RFP and of the proposal selected.
15. The Proposer must certify that no official or employee of the City of Worcester, Massachusetts, is pecuniarily interested in this proposal or in the contract which the proposer offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of G.L.C. 43 section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
16. Any proposal withdrawn after time and date specified, the proposer shall forfeit deposit on proposal as liquidated damages.
17. A vendor conference will be held as follows: N/A
18. The Contractor shall not assign, transfer, sublet, convey or otherwise dispose of any contract which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous consent in writing of the City. Should the Contractor attempt any of the above without the written consent of the City, the City reserves the right to declare the Contractor in default and terminate the contract for cause.
19. The Contractor shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Public Liability, Property Damage and Worker's Compensation in the following types and amounts:
 - A) PUBLIC LIABILITY INSURANCE - Contractor to supply the City of Worcester with certificates of insurance covering public liability in an amount not less than \$1,000,000.00 to any one person, and not less than \$ 1,000,000.00 on account of one accident.

B) PROPERTY DAMAGE INSURANCE - Contractor to supply the City with certificates of insurance covering property damage in an amount not less than \$1,000,000.00 for damages on account of any one accident, and not less than \$2,000,000.00 on account of all accidents.

C) COMPENSATION INSURANCE - The Contractor shall furnish the City with certificates showing that all its employees shall be connected with the management operations are protected under worker's compensation insurance policies.

20. The Contractor shall carry Public Liability Insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone in his or her employ during the execution of the contract derived from this RFP.
21. Prior to starting on the contract derived from this RFP, the Contractor shall deposit with the Purchasing Division, certificate from the insurer to the effect that the insurance policies required in the above paragraph have been issued to the Contractor. The certificates must be on a form satisfactory to the City.
22. All prices quoted must include inside delivery, and set-up in place F.O.B. destination to pre-designated City of Worcester departments.
23. No special charges will be allowed for rigging, packing, crating, freight, express, or carriage unless specifically stated and included in the vendor's proposal.
24. The award to the successful proposer may be cancelled in the event of vendor nonperformance as may be determined by the City.
25. The successful proposer shall comply with all applicable federal, state and local laws, ordinances, and regulations. The awarded contract shall be governed under the laws of the Commonwealth of Massachusetts.
26. Purchases made by the City are exempt from Federal and Massachusetts state taxes and proposal prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
27. When the contract is executed, a performance bond, in the full amount of the contract, is required. See paragraph 4. The bond will be of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts. The cost of this bond is the vendor's responsibility. Bonds shall remain in force and effect thru the performance of the contract.
28. Expenditures by the City and authorization to spend for particular purposes are made on fiscal year basis. The City's fiscal year is the twelve month period ending June 30 of each

year. The obligations of the City under any agreement to be reached are subject to the appropriation or authorization of the necessary funds. The City agrees to make reasonable efforts to obtain funding and all necessary authorization.

29. No amendment to the contract shall be effective unless it is in writing and signed by authorized representatives of both parties and is accepted by the City of Worcester.
30. The vendor (and its insurers, if any) shall bear all risk of loss or damage to the equipment which occurs in transit to the user site. The risk of loss or damage to purchased equipment shall remain with the vendor until the purchase price has been paid and title has passed. The vendor shall also bear the risk of loss or damage to leased or rented equipment during the City of Worcester's possession and use thereof subject, however to such conditions and limitations as may be stated elsewhere in the contract.
31. The vendor shall not assign or in any way transfer any interest in the contract without the prior written consent of the City provided, however, that claims for money due or to become due to vendor from the City may be assigned to a bank, trust company, or other financial institution without such consent so long as notice of such assignment is furnished promptly to the City. Any such assignment shall be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the City against the vendor in the absence of such assignment.
32. None of the services to be provided by the vendor pursuant to the contract shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership or other such entity without the prior written consent of the City. No subcontract or delegation shall relieve or discharge the vendor from any obligation or liability under the contract except as specifically set forth in the instrument of consent. Any subcontract to which the City has consented shall be attached to the original of the contract on file in the City of Worcester.
33. Neither party will be liable to the other or be deemed to be in breach of the contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather. If the vendor's failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the reasonable control of both the vendor and the subcontractor, and without the fault or negligence of either of them, the vendor shall not be liable for any excess costs for failure to perform, unless the equipment or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. Dates or times of performance will be extended to the extent of delays excused in this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
34. The vendor shall provide to the City of Worcester a warranty and a commitment which clearly states that all equipment and services proposed and supplied by the Vendor, and/or its subcontractors, performs as expected and promised by the Vendor.

35. The vendor represents that no person other than bona fide employees working solely for the vendor, have been employed or retained to solicit or secure this agreement upon an arrangement or understanding for a commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this contract. For breach or violation of the representation, the City shall have the right to annul the contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage fee or other consideration.
36. Any contract made by the City in which the Purchasing Agent or any employee of his/her department, the heads of using agencies or any other officer or employee of the City having a part in the placing of such contract is financially interested, directly or indirectly, shall be void.
37. The vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or medical handicap. The vendor agrees to comply with all applicable Federal and State Statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; The Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4 (1) and all relevant administrative orders and executive orders.

If a complaint or claim alleging violation by the vendor of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the vendor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim.

In the event of vendor noncompliance with the provisions of this section, the City shall impose such sanctions as it deems appropriate, including but limited to:

- 1) Withholding of payments due vendor under the contract until vendor complies.
- 2) Termination or suspension of the contract.

SUBMISSION OF PROPOSALS

38. Proposals must be submitted in two (2) packages according to the instructions below. The City intends to consider responses in the evaluation requirements before considering costs. *Therefore, no reference to pricing may be made in the proposal of evaluation considerations.*

A sealed package containing **the original, 2 copies and 1 PDF copy on USB drive** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

Unemployment Insurance Claim Administration / HR – Technical Proposal

**455 Main Street, Room 201
Worcester, MA 01608**

Re: RFP No. CR-8187-W4

A sealed package containing **one original copy** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

Unemployment Insurance Claim Administration / HR – Price Proposal

**455 Main Street, Room 201
Worcester, MA 01608**

Re: RFP No. CR-8187-W4

Cost proposal pages are located at end of specifications

Proposals must be delivered no later than Wednesday, May 15, 2024 at 10:00 AM LOCAL TIME. *Late submissions will be rejected, regardless of circumstances.* The City of Worcester is not responsible for submittals not properly marked.

The evaluation and cost proposals will remain confidential until a formal and finalized contract has been executed.

RFP EVALUATION

39. The City of Worcester Purchasing Agent will assign an evaluation team, hereafter referred to as the Selection Committee, to perform a full and complete evaluation of RFP submittals. The Purchasing Agent will ultimately forward a formal recommendation of award to the City Manager who has final award authority.
40. RFP evaluation responses will be evaluated by the Selection Committee based directly upon vendor's response to mandatory and comparative evaluation criteria. Vendors must meet or exceed the mandatory criteria requirements or be rejected as non-responsive.

Comparative criteria will be evaluated by the use of four rating categories as set forth by M.G.L. Chapter 30B:

- 1) HIGHLY ADVANTAGEOUS - Vendor's submittal meets all the stated requirements and offers significant performance above the stated requirements.
- 2) ADVANTAGEOUS - Vendor's submittal meets the stated requirements without risk or disadvantage.
- 3) NOT ADVANTAGEOUS - Vendor's submittal contains some risk or disadvantage but is not unacceptable.
- 4) UNACCEPTABLE - Vendor's submittal fails to meet the standards of the stated requirements.

After proposals have been assigned ratings on the basis of each evaluation criterion, a composite rating will be established by the Selection Committee. Submittals will then be ranked based upon finalized composite rating.

41. The Purchasing Agent will identify the most advantageous proposal based upon the rankings of the Selection Committee and an evaluation of the cost proposals received. The Purchasing Agent will forward a recommendation for award to the City Manager based upon the most advantageous proposal received considering evaluation rankings and cost proposals received.

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name	Address	Zip Code
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KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If an Individual or Proprietorship

Name of Owner _____

Business Address _____

Zip Code _____ Telephone No. _____

Email _____

Home Address _____

Zip Code _____ Telephone No. _____

(2) If a Partnership, Full names and addresses of all partners

<u>Name</u>	<u>Address</u>	<u>Zip Code</u>
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Business Address _____ Zip Code _____

Tel. No. _____

(3) If a Corporation

Full Legal Name: _____

State of Incorporation: _____ Qualified in Massachusetts? Yes _____ No _____

Principal Place of Business _____
Street P.O. Box

City/Town State Zip

Email: _____

Telephone No. _____

Place of Business in Massachusetts _____
Street P.O. Box

City/Town State Zip

Telephone No. _____

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts ? Yes _____ No _____

Principal Place of Business _____
Street P.O. Box

City/Town State Zip

Place of Business in Massachusetts _____
Street P.O. Box

City/Town State Zip

Telephone No. _____

NOTE:

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

E.I. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER _____

TITLE _____

DATE _____

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

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

(Please Print)

Name of Person Signing Bid

Signature of Person Signing Bid

Company

No award will be made without vendor certification of the above.

CITY OF WORCESTER



REQUEST FOR PROPOSALS UNEMPLOYMENT INSURANCE CLAIM ADMINISTRATION RFP #: CR-8187-W4

The City of Worcester is seeking competitive sealed proposals for Unemployment Claim Management and Consulting services from qualified third-party administrators who have experience and expertise working with Massachusetts governmental subdivisions. The City intends to award a contract to be effective for the period commencing July 1, 2024 and ending June 30, 2027.

I. BACKGROUND

The City of Worcester and the Worcester Public Schools have a combined 5,608 fulltime employees and 1,963 seasonal or part-time employees.

The following chart summarizes the city's unemployment insurance costs for the last five calendar years (current calendar year has been omitted as current year has been atypical).

Calendar Year	2024 (First Quarter)	2023	2022	2021	2020
Reimbursable Charges:	\$127,334.38	\$604,383.78	\$559,558.82	\$250,872.51	\$1,634,340.02
Dependency Allowance:	\$1,909.40	\$12,319.85	\$9,653.56	\$13,306.32	\$39,305.35
Benefit Charges:	\$129,243.78	\$616,703.63	\$569,212.48	\$264,178.83	\$1,673,645.37

The following chart summarizes the city's approximate unemployment insurance claim inquiries, claim protests, and appeal hearings.

City Claims	2024 (First Quarter)	2023	2022	2021 (July-Dec.)
Claim Inquiries	42	354	230	175
Claim Protests	32	245	230	113
Appeal Hearings	3	25	19	7

II. SCOPE

The City's objective is to provide high-quality, cost-effective unemployment insurance administration for claims filed by current or former employees of the City of Worcester and the Worcester Public Schools in accordance with Massachusetts General Laws, Chapter 151A. This will include administration of existing and future unemployment insurance claims and loss control services. The City will continue to act as a self-insurer. Legal Services will continue to be provided by the City of Worcester, but consulting services and hearing representation may be required under the third party administrator contract.

III. EVALUATION CRITERIA

A. Minimum Criteria

All proposals must satisfy all of the minimum criteria below for further evaluation. Proposals shall include information demonstrating compliance with each of these criteria. Proposals that do not meet the minimum criteria will not be further evaluated.

- Bidders must be in the business of administering/managing of unemployment insurance claims and have five (5) years of experience in such business.
- Bidders must have successful experience with Massachusetts municipal unemployment insurance

claims business and have a minimum of four (4) current Massachusetts municipal accounts with public employers employing a minimum of 500 employees.

- Bidders must demonstrate that their company is financially and organizationally sound and provide 3 years of audited financial statements.
- Bidders must demonstrate knowledge of relevant Massachusetts General Laws and must be able to perform the services required in Section IV. **Please list each item by number and provide a detailed explanation of each.**
- Bidders must be able to speak to Human Resources on any given work day to discuss issues with any case. This discussion can be in person, via phone or virtual.

B. Comparative Criteria

Each proposal meeting the Minimum Evaluation Criteria shall be further evaluated and rated according to the Comparative Evaluation Criteria in order to determine the relative merits of each proposal. The review will cover the objectives listed below. Within each category, the degree to which the proposal satisfies the stated objective shall be reviewed and rated on a system of “Highly Advantageous,” “Advantageous,” and “Not Advantageous.”

1. Bidder must be in the business of administering/managing unemployment insurance claims.

More than 7 years together
Between 5 -7 years of experience
Minimum of 5 years' experience

HIGHLY ADVANTAGEOUS
ADVANTAGEOUS
NOT ADVANTAGEOUS

2. Bidder must have successful experience with four (4) or more current Massachusetts municipal accounts employing the following number of employees.

7 or more municipal accts of at least 500 employees
5-6 municipal accounts of at least 500 employees
Minimum of 4 municipal accts with at least 500 employees

HIGHLY ADVANTAGEOUS
ADVANTAGEOUS
NOT ADVANTAGEOUS

3. Bidders must demonstrate the ability to define all criteria listed in in Section IV and to include detailed summary of each criteria and deliver a clear outline of the claim process, knowledge of Massachusetts General Laws Chapter 151A regulations, reporting capabilities and communication plan are clearly explained in detail and exceeds the criteria

Bidder's services claim processes are clearly explained in detail and exceeds the criteria

HIGHLY ADVANTAGEOUS

Bidder's services are clear and complete to meet the minimum criteria

ADVANTAGEOUS

Bidder's services are not clear and not detailed

NOT ADVANTAGEOUS

4. Bidder must have a computerized file system and established procedures to monitor and ensure that unemployment insurance claims are reviewed and processed in a timely, accurate and thorough manner. Provider is able to document, through reports or reference, that clients have experienced reduced costs due to the effectiveness of these procedures.

HIGHLY ADVANTAGEOUS

Bidder must have a computerized file system and established procedures to monitor and ensure that unemployment insurance claims are reviewed and processed in a timely, accurate and thorough manner.

ADVANTAGEOUS

Bidder does not have computerized file system and has no established procedures to monitor and ensure that unemployment insurance claims are reviewed and processed in a timely manner.

NOT ADVANTAGEOUS

5. Bidder must have extensive experience with MA General Laws Chapter 151A, related regulations, and agency and court decisions interpreting the standards for unemployment benefits in Massachusetts.

More than 10 years

HIGHLY ADVANTAGEOUS

Between 5 and 10

ADVANTAGEOUS

Less than 5 years

NOT ADVANTAGEOUS

6. Bidder must designate a senior level claims adjuster to work on the administration of unemployment insurance claims.

Adjuster with three (3) or more years' experience with Municipal organizations

In the State of Massachusetts

HIGHLY ADVANTAGEOUS

Adjuster with two (2) or more years' experience with Municipal organizations

In the State of Massachusetts

ADVANTAGEOUS

Adjuster with less than two (2) years' experience with Municipal organizations

In the State of Massachusetts

NOT ADVANTAGEOUS

IV. SERVICES REQUIRED

A. UNEMPLOYMENT INURANCE BENEFITS

1. Process unemployment insurance claims filed by the City of Worcester and Worcester Public Schools' former and current employees. Claims must be processed to conclusion and responsibilities include monthly claim verification and monthly review of reimbursable charges via line item inspection of protestable claims and/or charges.
2. Responsible for reporting to and communicating with the Department of Unemployment Assistance and assume administrative responsibility for protested claims and line item charges, and the processing of all protested claims and line item charges.
3. Must have the ability to track all data separately for City of Worcester and Worcester Public Schools. The data must also be tracked by fiscal year (July 1-June 30th).
4. Comply with all requirements of the Massachusetts Division of Unemployment Assistance and Massachusetts General Laws Chapter 151A and related regulations.
5. Communicate with representatives of the City as requested to review any cases and to review reporting and administrative procedures designed to establish the most efficient flow of information.
6. Represent the City at administrative hearings as requested. Prepare pertinent files for litigation and cooperate with designated attorneys.
7. Provide for secure on-line access for inquiry, update, reporting of detailed account information to the City of Worcester for designated HR representatives.
8. Provide reports pertinent to all claims and to include annual budget analysis and cost control guides.
9. In providing the above services the bidder shall:
 - a. Provide professional advice and guidance on all matters of unemployment insurance benefit claims to include in-house training sessions for manager and supervisory personnel on the Unemployment Insurance process, the cost involved, and cost control efforts.
 - b. Respond to the Claim within the allotted time as designated by the State of Massachusetts
 - c. File all necessary documents on behalf of the City of Worcester with the Massachusetts Department of Unemployment Assistance.
 - d. Review contested claims with the Human Resources Department of the City of Worcester and for the Worcester Public School.
 - e. Maintain close association with the City's legal counsel. Assure counsel's files are current. Provide representation if necessary for Unemployment hearings at the Department of Unemployment Assistance.

- f. Designate a senior level claims adjuster to work on the administration of unemployment insurance claims.

V. DATA TO BE SUBMITTED WITH PROPOSALS – please list by number in the bid document

1. A list with the name, address, telephone number and contact person's name for a minimum of four (4) Massachusetts municipal accounts serviced by the bidder. Please include the municipality's number of covered employees, years of service provided, and the number of new and open claims handled per year. (large size municipal references preferred)
2. List at least two former clients, for whom the firm's services were provided within the last five years, including number of covered employees, years of service provided, and the number of new and open claims handled per year.
3. Detail significant results attained for three current/past clients in Massachusetts over the last five years including achievements and savings.
4. Provide an organizational chart of those individuals who would be involved in providing services to the city.
5. List the qualifications and experience of key personnel who will be responsible for claims management and loss control activities. Please identify their function and availability to the city and detail their qualifications, relevant past experience, education, training, etc.
6. If any portion of the bidder's work is to be subcontracted, please identify including a description of services, qualifications, and capabilities of the subcontractor. (DO NOT show fees or pricing except in the appropriate price proposal.)
7. Outline how the firm would transition existing cases.
8. Describe the firm's handling procedures and protocols for processing claims, case management, notification of decisions, hearings, and other services.
9. List the steps that are taken to assure prompt and accurate payments.
10. Describe the process taken to ensure decisions and actions on claims are made in a timely manner including any diary system and quality review procedures.
11. Describe your process/protocols for notifying clients of changes or updates in laws or regulations.
12. Explain how the bidder's services will reduce the city's costs.
13. Describe the procedures used to maintain contact and communication with clients.
14. Describe the steps the firm has taken to prepare for the Massachusetts Department of Unemployment Assistance's modernization implementation.
15. State the average caseload for your claims adjudication staff (at any given time).

16. Explain and provide samples of monthly, quarterly, annual, and YTD reports available to the city.
17. Description of other related services available to clients.

VI. ADDITIONAL TERMS AND CONDITIONS

1. All claim files belong to the City of Worcester.
2. Given proper and reasonable notice, the City of Worcester reserves the right to inspect files on the Administrators' premises.
3. Legal services will continue to be provided by the City of Worcester.
4. The City reserves the right to choose separate vendors to administer Unemployment insurance benefits.
5. Independent Contractor: The successful bidder must certify that he / she is not an agent or employee of the City and is not authorized to act on behalf of the City of Worcester.
6. Sub-Contractors: Bidders shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City of Worcester.
7. Return of Property: Upon termination, Contractor shall immediately return to the City of Worcester without limitation, all electronic files, documents, plans, drawings, tools and items of any nature whatsoever, supplied to the Contractor by the City of Worcester or developed by the Contractor in accordance with this Contract.
8. The third party administrator must have be available to answer questions for the City's Human Resources Department for issues related to unemployment during the term of the contract.

PRICE
PROPOSAL

TO BE SUBMITTED UNDER SEPARATE COVER AS
PER SUBMISSION REQUIREMENTS CONTAINED
HEREIN

Price proposals must be inclusive of all services required and outlined in Section IV*.

A. Pricing Based on Flat Annual Fee for Services:

1. Flat Annual Unemployment Claims Management and _____
And Consulting Services, paid monthly:

X 36 months =

Total Cost of services for three year term: = _____ **

**low proposal price will be based on this amount _____

* The bidder must disclose the costs of all services which it will perform at an additional cost to the City of Worcester to manage claims, medical case management, medical evaluations, utilization review, investigation, loss control, etc. Any additional costs not covered in the prices stated above must be submitted in a list of supplementary services. Please include a method to determine an average annual cost of these supplemental services based such as an industry average annual usage based on the city's 2022/2023 caseload.