

# REQUEST FOR PROPOSALS (RFP)

Date of Issuance: January 27, 2025  
Due Date: February 28, 2025

**WORKERS' COMPENSATION THIRD-PARTY  
ADMINISTRATOR**

**CITY OF FOSTER CITY**

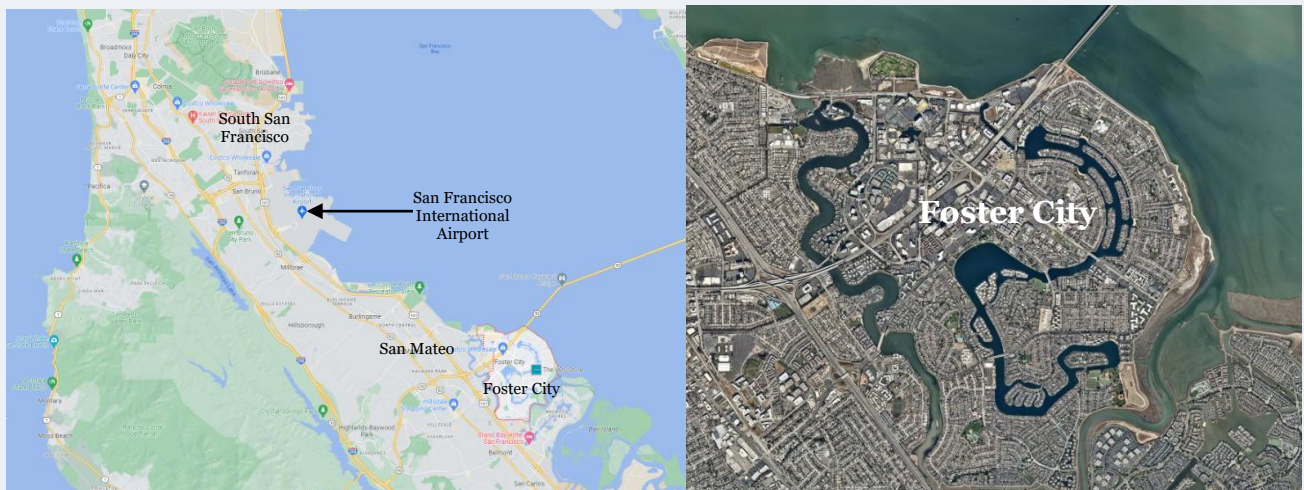


## A. INTRODUCTION

The City of Foster City (the “City”) is seeking proposals from a highly qualified firm (Consultant) to provide Third-Party Claim Administration services for its self-insured workers’ compensation program. A complete description of the scope of work is provided in Section E.

## B. FOSTER CITY OVERVIEW

Foster City is located midway between San Francisco and San Jose on the western shoreline of the San Francisco Bay, east of U.S. 101, which provides convenient access to the San Francisco Airport and San Francisco to the north and Santa Clara County to the south. The City is bisected by State Route 92 (the J. Arthur Younger Freeway), which runs between Half Moon Bay to the west and Highway 880 to the east via the San Mateo-Hayward Bridge. The City encompasses 12,345 acres, of which 9,726 acres are part of San Francisco Bay and Belmont Slough, and 2,619 acres are land area.



Location map; Source: Google Maps

The City of Foster City is a full-service, General Law City with a Council-Manager form of government. The City Council also serves as the Board of Directors for the Estero Municipal Improvement District (“District”). The District, although a separate legal entity, encompasses the same geographical area, is inhabited by the same citizens and governed by the same bodies and procedures as the City. The City/District collectively call (“City”) has approximately 179 full-time employees and on average 24 seasonal and part-time employees who deliver high quality municipal services to its 33,056 residents.

## **C. CITY WORKERS' COMPENSATION ADMINISTRATION BACKGROUND**

The City of Foster City's workers' compensation claim administration is currently handled by Cities Group JPA (Cities Group). Cities Group was formed in 1978, and the City was one of the original members of the JPA. There are 5 other cities that are also part of the JPA: Atheron, Half Moon Bay, Hillsborough, San Carlos and Dublin. The City has elected to withdraw from the Cities Group and implement a more traditional third-party administration approach to workers' compensation claims.

The Cities Group by laws do not allow existing claims to be transitioned to a new third-party administrator. The City has requested that the Cities Group Board of Directors approve transitioning any existing City claims to the newly selected third-party administrator. If the Cities Group Board of Directors does not approve transferring existing claims to the newly selected third-party administrator, only new claims will be administered by the selected firm.

The City must have a new agreement in place before July 1, 2025. This is the effective date for the withdraw from Cities Group.

As of January 1, 2025, the current claims administrator has 53 open workers' compensation claim files. A copy of the City workers' compensation loss run for the period ending January 13, 2025 is found in Attachment A.

## **D. MINIMUM QUALIFICATIONS**

Respondent must meet the following minimum qualifications. Respondent's Proposal will be deemed non-responsive to the extent that it does not meet the minimum qualifications.

1. Respondents Claims Adjusters assigned to the City's account shall have a minimum of five (5) years experience adjusting workers' compensation claims.
2. Respondents Claims Supervisor shall have a minimum of five (5) years experience handling and supervising workers' compensation claims and possess a Self-Insured (SIP) Plan Certificate.
3. Respondent's business shall have been in existence for at least ten (10) years providing the type of services required by the scope of services to public sector entities, preferably with Police and Fire.

## **E. SCOPE OF SERVICES**

### **Claims Administration**

Provide workers' compensation claim administration services pursuant to California Labor Code, to include early return-to-work program and utilization review, including bill review and nurse case management. Coordinate workers' compensation program with any related state and Federal law (e.g. FMLA, ADA/FEHA). The Consultant is responsible for complying with all contractual and fiduciary obligations.

## **Claims Personnel**

1. A dedicated Claims Adjuster and Claims Supervisor shall be assigned to the City's account along with appropriate support staff. The City retains the right and opportunity to interview, approve and/or reject all proposed individuals to be assigned to the City's account.
2. Consultant shall at all times have one or more Claims Adjuster assigned to the City. Consultant shall ensure that one or more Claims Adjuster is on call and available to the City every business day throughout the contract period from the hours of 8:00 a.m. to 5:00 p.m. pacific standard time, Monday through Friday.

## **Caseload, Case Review and Documentation, Claim Creation, Claim Handling**

1. Each claim file shall contain the examiner's plan of action for the handling of that claim, including short and long-term goals and strategy. Such plan of action shall be documented electronically.
2. Consultant will investigate questionable claims with coordination, assistance and approval from the City.

## **Communication**

Consultant shall:

1. Respond to phone calls or emails to employees within one (1) business day.
2. Respond to all written correspondence, phone calls, and emails, from the City within one (1) business day.
3. Respond to all critical issues on the same day.
4. Utilize emails, telephone, fax, scanning and written correspondence with treating physicians in order to secure written physical restrictions and/or limitations as a result of an industrial injury/illness. In addition, the Consultant shall secure written releases for employees returning to modified or full duty in accordance with physician reporting responsibilities as specified by state and federal laws.
5. If the Consultant has not received the Workers Compensation Claim Form (DWC-1) form within two days after receiving report of an injury, the claims adjuster will contact the City to ensure the DWC-1 form was given to the employee within one working day of knowledge of the injury. If the DWC-1 form was not provided to the employee, the Consultant shall immediately send the DWC-1 form to the injured worker.
6. Make initial contact with claimant and establish claim file within 24 hours of receipt of the Employers' First Report of Injury from the City. Consultant will explain Department of Workers' Compensation (DWC) benefit notices and other required letters and forms.
7. Maintain regular contact with injured workers and their physicians with the goal of returning employees to modified or regular work as soon as possible.
8. Contact the physician's office within one to three days after notice of a new claim and shall provide follow-up and intervention with medical service providers on behalf of the City and the injured employee.
9. Be the point of contact for injured workers for assistance with all aspects of the workers' compensation process, including the explanation of all entitled compensation benefits.

10. All valid requests for reimbursement (i.e., mileage, wage loss, out-of-pocket medical expenses) shall be paid to injured worker within thirty (30) days of receipt.
11. Meet with and assist injured employees in resolving problems that arise from injury/illness claims as required.
12. Notify the City immediately upon receipt of an employee's permanent work restrictions so that the City can determine the availability of alternate, modified, or regular work.

### **Authority**

The City reserves the right to approve, disapprove or select all service providers working for or on behalf of the Consultant.

### **Settlement**

1. Consultant shall not approve, enter into, or authorize any settlement, including, but not limited to a stipulated award for permanent disability, or compromise and release for permanent disability, and future medical, without the prior written concurrence of the City.
2. Settlement proposals directed to the City shall be forwarded by the Consultant or defense counsel, in writing, along with a reasoned settlement recommendation accompanied by supporting documentation required by the City.
3. Settlement proposals shall be presented to the City in sufficient time to process the request and obtain settlement authorization from either the City or the City Council, as required.

### **Claim decisions (delay, accept, reject, and compensability)**

Consultant shall:

1. Obtain the City's concurrence and authorization for all claim decisions.
2. Provide an in-depth analysis of rationale for all recommended claim decisions.
3. Provide advance notice and explanation of any recommended claim delays or denials at least seven working days prior to determination.
4. Establish claim reserves and provide a continual review and update of reserves to reflect changes during the life of the claim.
5. Future medical claims shall remain open for two years from the last payment of any benefit. Reviews shall be documented in the claim notes to include settlement information, future medical care outline, last date and type of treatment, name of excess carrier, excess carrier reporting level, and excess carrier reporting history.

### **Litigation and Investigation**

1. The City must authorize all investigative and sub-rosa activities.
2. Consultant and the City shall ensure that Defense counsel provide a written analysis of each case at intervals specified by the City.
3. The City shall be informed of any settlement offers received from the claimant or claimant's legal representative.
4. The City shall be informed of all hearings, conferences or trial dates set by the Workers' Compensation Appeals Board. At the request of the City, the Consultant will attend hearings at no charge to the City.

5. Consultant will represent the City in all matters related to the set-up, investigation, adjustment, processing, negotiation and resolution of workers compensation claims against the City.

### **Reporting to Excess Carrier**

Consultant is responsible for reporting any potential excess workers' compensation claims in accordance with carrier guidelines and policy provisions and for maintaining liaison between the City and its excess insurer on matters affecting the handling of such claims and arranging for reimbursement to the City of losses in excess of its self-insurance retention level.

### **File and Program Review Meetings**

1. The Claims Supervisor and Claims Adjuster assigned to the City's account will hold quarterly claim review meetings with the City. The purpose of the quarterly file review meetings is to reach agreement about claim strategy for challenging claims, to identify problems, to focus on defense strategies and case resolution as well as to discuss trends and adjustments in the workers' compensation program.
2. Consultant shall require Claims Adjustor to meet with the City personnel, at the City's location, at least once annually to review program procedures regarding workers' compensation reporting requirements and other program matters.

### **Audit**

1. Consultant must maintain organized and well-documented claim files for each reported loss, which shall be available for audit by the City or its assigned representative.
2. Consultant must cooperate fully with, provide requested information to, and respond to recommendations and findings of the City audit and actuary consultants.
3. The City reserves the right to conduct financial audits of the trust account to ensure the integrity of the account.

### **Regulatory Updates**

Consultant shall provide the City with information regarding changes and proposed changes in statutes, regulations, and case law affecting the City's workers' compensation program.

### **Employee Training**

1. Consultant shall provide training to the City personnel involved in the administration of the City's workers' compensation program.
2. Consultant personnel shall be made available to the City on an "as needed" basis to provide City-wide supervisory and employee training on topics of interest to be determined by the City pertaining to the workers' compensation program at designated City locations.

### **Reports**

1. Consultant shall maintain all loss information as required by the Workers' Compensation Insurance Rating Bureau.
2. Consultant will prepare the annual CAL-OSHA Log 300 and the annual Public Entities Self-Insurers Report as required by the department of Industrial Relations, Self-Insurance Plans. Reports are to be submitted to the City no later than 30 days prior to the due date.



## **Forms**

1. Consultant shall provide at its expense, all forms, posters and pamphlets required by applicable laws, rules or regulations affecting its services.
2. Consultant shall develop, for review and approval by the City any materials, which the City determines will provide needed or helpful information and guidance to the City employees regarding the workers' compensation and/or self-insurance program.

## **Penalties**

1. Consultant shall provide its services in a timely manner and in compliance with statutory requirements.
2. All fines, citations, penalties or other assessments assessed because of a failure to comply with statutory laws and/or administrative regulations shall be the sole responsibility of the Consultant.
3. Consultant will reimburse the City within 30 days for any fines, citations, penalties or other assessments assessed against the City, unless the City agrees that noncompliance was not the responsibility of the Consultant.
4. Consultant shall provide a detailed monthly listing of all assessed fines, citations, penalties or other assessments, identifying the responsible party. Consultant's responsibility for fines, citations, penalties and other assessments shall survive the expiration or early termination of the Agreement.

## **Workers' Compensation Account**

1. The City will establish and replenish a bank account from which all Workers' Compensation benefits and expenses are to be paid. (Other administrative procedures can be considered if proposed by the Consultant.)
2. Consultant will provide a weekly register of checks issued and all expenditures.

## **Database Management Services**

1. Consultant must maintain accurate and timely loss runs, in a format and system acceptable to the City, and establish adequate reserves and post indemnity, medical supplemental job displacement benefits and loss adjustment expenses.
2. Consultant must provide monthly loss runs to the City showing open and closed claim summaries by department.
3. Consultant must provide monthly loss runs of all pending claims, which shall include: (1) a report of all claims by current fiscal year by department; (2) the current month new claims and closed claims; (3) all claims by date of injury by fiscal year; (4) all claims by payment type; and (5) all active claims in alphabetical order by department. Claim information shall include employee's name, number, position, organization code, facility location, brief description of injury, location of injury and paid and reserve amounts. These reports shall be customized in a manner acceptable to the City.
4. Consultant must provide online access to claim files and claim reporting capability. Such access shall be provided for a minimum of two (2) City users.
5. Consultant's system shall have the capability to separately track lost time, days of modified duty assignments and temporary partial disability.
6. Consultant's system shall have the capability to record actual temporary and permanent disability indemnity exposure, listed separately for reserve purposes.

7. Provide an annual loss run of all (open and closed) City claims.
8. Consultant or the City may propose additional tasks as deemed necessary to complete the assignment. Any additional work shall be negotiated and ordered through the issuance of an approved Task Order.

### **Record Retention and Ownership**

1. All records, files transcripts, data and other materials related to the management and administration of the City's workers' compensation claims shall remain the property of the City.
2. Records shall be maintained in accordance with statutory time requirements and shall not be destroyed without the written permission of the City.
3. Records must be maintained in good condition. Records should be relinquished to the City upon request or upon the natural expiration or termination of the agreement.

### **Subrogation**

1. The City will make all decisions regarding who and in what manner the City will proceed against responsible persons, agencies and/or agents in subrogation action, in an effort to receive apportionment or otherwise recover losses suffered by the City due to injuries or illnesses inflicted on its employees.
2. If requested by the City, Consultant shall proceed against such responsible persons, agencies and/or agents. Consultant shall consult with the City about its subrogation efforts to obtain prior concurrence and authorization. Consultant shall vigorously investigate and pursue all potential subrogation and apportionment issues on behalf of the City.

### **Transition Plan; File Storage**

Consultant shall be responsible for the cost and execution of the conversion and/or establishment of loss run database and file transfers, including documents and images from the previous TPA and shall assume responsibility for the storage of physical files at a site other than City property.

### **Affiliation Disclosure**

Consultant shall disclose any financial relationships, arrangements, or inducements with vendors that will work with Consultant on City claims. In addition, Consultant shall disclose all subsidiaries financially linked to their organization. Such disclosures shall be made prior to approval of the agreement and shall be continuously maintained and updated throughout the term of the agreement.

### **Financial Services**

1. Provide daily documentation of all checks issued on City claims to the City Finance Department.
2. Provide weekly documentation of all temporary disability benefit payments issued on City claims (including dates covered by payment and payment amount) to the City Finance Department.
3. Consultant, as agent for the City, shall maintain a bank account with a federally insured bank and shall have sole signing authority on said account up to \$5,000 or other agreed upon amount. Payments exceeding \$5,000 or other agreed upon amount shall require a second signature, by a City signatory. The City will be responsible for maintaining a balance in the account in an amount to be determined by Consultant and the City.



4. Consultant shall promptly forward to the City a copy of each check drawn upon the trust account. All canceled checks drawn upon said account and the bank statement for the account shall be forwarded monthly to the City Finance Department.
5. Upon termination of the subsequent Agreement, Consultant shall issue a check payable to the City in the amount equal to all unexpended funds remaining in the trust account as of the effective date of termination.
6. Any interest earned in the trust account shall accrue to the City's benefit. Consultant shall issue 1099, Miscellaneous Income Tax Forms, for all vendors paid by the City through the Trust Account.

**Medicare Secondary Payer Mandatory Reporting Requirements**

Consultant is responsible for the reporting of claims and compliance with the Medicare Secondary Payer Mandatory Reporting Requirements under the Medicare, Medicaid, and SCHIP Extension Act of 2007 for the City's self-insured workers' compensation program.

**Deliverables**

Consultant deliverables include but are not limited to:

1. Workers' Compensation claim administration services pursuant to California Labor Code.
2. Monthly, quarterly, semi-annual and annual computer runs and reports.
3. Quarterly management reports.
4. Annual report of findings following a review of open cases and reserves to be submitted to the City prior to April 1<sup>st</sup> of each year.
5. Statistical data for the Self-insured Annual Report to be submitted to the City prior to September 1<sup>st</sup> of each year.
6. Written file review, including recommendations for handling case to its conclusion if the case remains open after six months.
7. Written settlement authorization request for each case resulting in permanent disability, Findings and Award, or Decision and Order.
8. Medicare Reporting pursuant to MMSEA Section 111.
9. Provision of appropriate claims forms, Employer's Report forms and posting notices.
10. Weekly report of temporary disability payments provided to the Finance Department.
11. Daily check registers provided to the Finance Department.

**F. PRELIMINARY SCHEDULE**

The following is a preliminary schedule for the award of the contract.

Distribution of RFP	<b>January 27, 2025</b>
Deadline to Submit Written Questions	<b>5:00 pm February 7, 2025</b>
Deadline to submit proposals	<b>5:00 pm February 28, 2025</b>
Consultant Interviews	<b>TBD</b>
Agreement/Contract Finalized	<b>Prior to July 1, 2025</b>
Agreement/Contract Award	<b>Prior to July 1, 2025</b>

Note that this schedule is preliminary. The schedule may be adjusted, as needed, by the City. The deadline for submitting proposals may be extended if the City does not receive adequate responses from qualified firms. Accordingly, the date for awarding the contract will change.

## **G. PARTICIPATING PUBLIC AGENCIES**

It is intended that any other public agency as defined by Cal. Gov. Code § 6500 shall, if authorized by its governing body, have the option to participate in any award made as a result of this solicitation. This option shall extend for the duration of the term of the agreement with the City and shall be subject to Consultant's acceptance. The participating public agency shall accept sole responsibility for placing orders, arranging for delivery of services, and making payments to the Consultant. The City will not be liable or responsible for any obligations, including but not limited to financial responsibility, in connection with any participation by another public agency.

## **H. DEADLINE FOR WRITTEN QUESTIONS**

All inquiries regarding this RFP shall be directed to Diane Pitman, Administrative Services Director, via telephone at (650) 286-3207, or, preferably, via email at [dpitman@fostercity.org](mailto:dpitman@fostercity.org) before 5:00 pm on **February 10, 2025**. The City will compile a list of written questions with responses and post to the City website within one week. It is the responsibility of consultants to carefully review this RFP and any addenda including checking the City website regularly.

Except as specified above, consultants and their representatives may not communicate with any officer, director, employee, or agent of the City with respect to this RFP except as may be reasonably necessary to carry out the procedures specified in this RFP. Nothing herein prohibits consultants or their representatives from making oral statements or presentations in public to one or more representatives of the City during a public meeting. The City will not respond to verbal inquiries and interested consultants are specifically discouraged from contacting the city in person or by telephone during this RFP and selection process.

## **I. PROJECT BUDGET**

All tasks within the enclosed Scope of Services shall be included within the proposal's fee schedule and itemized according to required and optional tasks.

## **J. PROPOSAL CONTENT**

Consultant proposal must include the following and follow directions outlined in each section below:

### **1. Executive Summary Letter**

This letter shall be a brief formal signed letter from Respondent that provides information regarding the firm and its ability to perform the requirements of this RFP.

The letter should be signed by an individual authorized to bind the submitting entity or by two (2) corporate officers authorized to bind the proposing entity as set forth in the California Corporations Code. An unsigned Proposal may be grounds for rejection.

## **2. Table of Contents (TOC)**

Respondent shall identify all materials and enclosures being contained in its response to this RFP. Readers need familiar points of reference to quickly locate important information. The TOC's page numbers assist when users thumb through a hard copy, and when viewing a "soft" copy of the Proposal, users need to navigate to a point of reference by clicking on the TOC heading. It is preferable that a TOC be included in your Proposal with heading links.

## **3. Minimum Qualifications**

Respondent shall herein demonstrate that it meets the minimum qualifications by identifying and providing a narrative on how it meets each of the minimum qualifications listed below. Respondent's Proposal will be deemed non-responsive if these minimum qualifications are not met.

1. Respondents Claims Adjusters assigned to the City's account shall have a minimum of five (5) years experience adjusting workers' compensation claims and possessing a Self-Insured (SIP) Certificate plan is desirable.
2. Respondents Claims Supervisor shall have a minimum of five (5) years experience handling and supervising workers' compensation claims and possess a Self-Insured (SIP) Plan Certificate.
3. Respondent's business shall have been in existence for at least ten (10) years providing the type of services required by the scope of services.

## **4. Firm Qualifications, Experience and Past Performance**

Respondent shall provide the following:

1. Based on your firm's expertise and qualifications, please explain why your firm and/or team is best suited to provide the services requested under this solicitation.
2. Provide firm's overall experience, technical competence and qualifications to provide the required services. Highlight firm's qualifications relative to the minimum qualifications of the RFP.
3. Provide number of years firm has been in existence and its ability to provide services through the duration of project period.
4. Describe your firm's experience in the laws (Labor Code), practices, and procedures relating to Workers Compensation Claims Administration, specifically within a public entity setting (City, County, School District, Special District).
5. Submit three (3) references from public entities for relevant work performed in the last (5) years. If possible, include references from public entities with a similar employee population size as the City. Respondents reference information shall include:
  - a. Client's name, contact person, contact person's responsibility and relationship to the project, address, telephone number, and email address
  - b. A description of the type and extent of the services provided by Respondent, and whether the organization is single, or multi-site.

- c. A description of the project, the scope and depth of services provided, the project timeline and cost
- d. Names of key personnel on Respondent's team that participated in named projects and their specific level of participation, roles, and responsibilities

## **5. Key Personnel and Staff**

1. Identify how your staff will be organized and managed to support and deliver services required. Explain why your proposed staff represents the optimal mix of labor resources to complete the work in a timely and efficient manner yielding the best value to the City. Describe the depth of staffing capabilities to provide the required services.
2. Provide an organization chart and staffing plan identifying key personnel, related lines of authority and responsibility of those team members who will provide the services described in this RFP. Identify any sub-consultants and identify their role.
3. Identify the personnel that will be assigned to the City's account. Include a statement of qualifications, including specific information outlining experience in handling self-insured public entity claims. Claims Adjusters assigned to the City's account must have the equivalent of five (5) years' experience adjusting workers' compensation claims and possess a Self-Insured Plan (SIP) Certificate. The Supervisor must have a minimum of five (5) years' experience handling and supervising workers' compensation claims and possess a SIP Certificate.
4. Provide appropriate resumes only for key personnel (including subconsultants) that will be assigned to this project. Resumes shall highlight title, education, licenses and certifications (issue and expiration dates) with similar project experience and qualifications for the services described in this RFP. Resumes should be limited to no more than two pages each.

## **6. Technical Approach and Methodology**

1. Based on your firm's similar past experience provide a description of the anticipated procedures and general approach that will be used to perform the requested services. Discuss objectives, recommendations and solutions. Respondent is encouraged to identify and recommend any improvements/enhancements for the proposed service, as well as highlight other issues Respondent deems prudent.
2. If applicable, describe your firm's approach for a transition plan from the current provider. Include information on the time needed for the transition, key concerns, issues, and recommendations for a successful transition.
3. Provide a sample TPA monthly report.

## **7. Cost Proposal**

### Cost Proposal

Based on your understanding and recommendations, Respondent shall submit a fixed-price cost proposal reflecting a bottom-line price to deliver all the services requested under this solicitation for the three-year duration of the Agreement. The fixed costs shall be inclusive of all costs and materials for preparing the scope of service. No payment will be made for any other expense or cost. Respondent shall provide sufficient detail/description in its cost proposal for the City to evaluate the overall quality of the proposed service.

- Contract terms and conditions may be negotiated during the agreement process. Respondents are encouraged to provide their best pricing.
- Please e-mail the cost proposal separately from the rest of the Proposal to Diane Pitman at [dpitman@fostercity.org](mailto:dpitman@fostercity.org).

## K. CONSULTANT SELECTION PROCEDURE

### i. EVALUATION CRITERIA

All proposals will be evaluated using the following criteria:

- Quality and completeness of proposal.
- Quality of the proposed services to be provided.
- Ability and experience of team members assigned to work on the project.
- Technical experience in performing work of a closely similar nature.
- Methodology and work program
- Project cost.

### ii. EVALUATION PROCEDURE

Evaluation of the proposals will be performed by City staff who will assess the qualifications, experience, and ability to perform the work of each consultant based on the criteria listed above. An oral interview with one or more firms may be requested after written proposals have been received and reviewed by the City. At the time of the interview, representatives of the consulting firm shall be prepared to clarify and elaborate on the details set forth in the firm's proposal.

The City of Foster City Administrative Services Department will administer the contract. The decision to accept any proposal shall be made not later than thirty (30) calendar days after the deadline for proposals to be submitted. Consultants whose proposals have not been accepted shall be so notified.

## L. GENERAL INFORMATION FOR PROPOSALS

- The prospective consultant firm shall submit its proposal to the City via email no later than February 28, 2025 at 5:00 P.M.
- Any questions related to the project and/or this RFP shall be directed to the Administrative Services Director, Diane Pitman, who can be reached at (650) 286-3207 or via email at [dpitman@fostercity.org](mailto:dpitman@fostercity.org).
- The proposal shall be signed by an authorized official of the firm.
- All costs incurred in the preparation of the proposal shall be the sole responsibility of the consultant.
- The City reserves the right to reject any and all proposals and to request additional information concerning any proposal for purposes of clarification.
- If awarded a contract, the consultant shall maintain insurance coverage, including worker's compensation, reflecting the minimum amounts and conditions specified by the City.
- The terms and scope of the contract will be arrived at on the basis of professional negotiations between the City and the prospective consultant. If the City and the



prospective consultant fail to reach a contractual agreement, the City may then renegotiate with any other consultant.

- The consultant will comply with access of records, conflict of interest, and other provisions as required.

#### **M. TERMS AND CONDITIONS**

Issuance of this RFP does not commit the City to award a contract for services or to pay any costs incurred in the preparation of a response to this request. The City retains the right to reject any and all submittals. Once submitted, the proposals become the property of the City.

#### **N. ATTACHMENTS**

- Attachment A - Workers' Compensation Claims and Loss Run Data
- Attachment B - City's Standard Contract