

REQUEST FOR PROPOSAL

SAFETY AND RISK MANAGEMENT CONSULTANT

FOR THE CITY OF MISSOULA, MISSOULA MONTANA

Submittals must be received by 5:00 p.m. (MDT) Friday, April 27, 2012.

SECTION I: PURPOSE OF REQUEST

- A. The City of Missoula (the CITY) is requesting proposals from qualified consulting firms and/or individuals to:
 - 1. Assess risk management needs for workers' compensation, property protection and liability exposures for the City of Missoula.
 - 2. Analyze City of Missoula workers' compensation, property and liability loss data for trends, identify problem areas and recommend training programs to manage risks.
 - 3. Review city policies (safety, personnel, etc.) leases, contracts etc. for language affecting risk management, loss control and safety considerations; review documents to identify and rectify deficiencies with respect to risk and make recommendations to ensure documents adequately manage potential risks.

SECTION II: SCOPE OF SERVICES

- The CITY is requesting the services of a safety and risk management consultant to evaluate and make recommendations to improve its safety, risk management and workers' compensation programs to include the following services.
 - 1. Conduct an evaluation of the City's current programs and practices related to risk management, safety training and workers' compensation
 - 2. Interview stakeholders to obtain information related to specific areas of safety, risk management and workers' compensation.
 - 3. Review current safety program policies and workers' compensation claims. Make recommendations for improvements.
 - 4. Compare City of Missoula to recognized "best practices" in public/private agencies and associations.
 - 5. Analyze claims experience and loss ratio and make recommendations for programs, policies and practices to address areas of concern.
 - 6. Prepare draft report with findings and recommendations.
 - 7. Assist city with developing and implementing "best practices" programs, policies and procedures to improve safety and risk management in order to lower workers' compensation costs and mod factor.

- 8. Meet with the City to present results and recommendations for improvements.
- 9. Provide intermittent consulting services to assist city in implementation of new programs to reduce risk, improve safety and lower workers' compensation costs.

SECTION III: BACKGROUND

- A. City of Missoula
 - 1. General

The CITY operates under general government powers with a council-mayor form of government. The Mayor serves as the chief executive officer of the CITY and is responsible for carrying out the executive functions of the CITY. The Chief Administrative Officer serves as the CITY'S administrator and is responsible for ensuring that policies and procedures are carried out by the departments.

The CITY is composed of departments, divisions and offices, including the Mayor's Office, Attorney's Office, Cemetery, City Clerk's Office, Finance Office, Fire Department, Human Resources Office, Information Technologies Office, Municipal Court, Parking Commission, Parks and Recreation, Police Department Public Works (Building Inspection, Engineering, Streets, Traffic Services, Vehicle Maintenance and Wastewater), The CITY budget authorizes 468.86 FTE's. The CITY has ten (10) collective bargaining units covering 269 employees.

2. The CITY is a member of the Montana Municipal Interlocal Authority (MMIA). MMIA contracts with Missoula to provide workers' compensation, property/casualty and liability coverage.

The City of Missoula has the second highest mod factor of the cities and towns in Montana that are also members of MMIA.

3. Between March and October the City hires 100-150 short-term workers that staff pools, parks and other recreational programs.

SECTION IV. PROPOSAL FORMAT/CONTENT

Responses to this request for proposal should contain the following:

A. TITLE PAGE. Indicate the RFP subject, firm name and contact information (address, telephone number, contact person and email address).

B. TABLE OF CONTENTS. Clearly identify material by section number.

C. INTRODUCTORY COMMENTS

- 1. Briefly state the firms understanding of the work to be performed and provide a statement about the firm's commitment and ability to perform such work.
- 2. Provide the names of the person or persons who will be authorized to make representations on behalf of the firm, together with titles and contact information.

D. FIRM QUALIFICATIONS

- 1. State the location of the office where the work will be performed.
- 2. Describe the firm's experience providing safety and risk management consulting services.
- 3. Provide a representative list of current and prior clients for whom you have provided such services; include the name of the organization, contact persons and telephone numbers. Indicate the type of service performed and the duration of the agreement.
- 4. Describe any litigation, pending or in the past, arising from the firm's performance.
- 5. Disclose any possible areas of conflict of interest with the CITY.

E. PROJECT MANAGER QUALIFICATIONS

(Address each of the following unless the qualifications of the firm and the project manager are one and the same.)

- 1. Identify the project manager and each individual who will work on the project. Include each project participants' resume. Resumes may be included as an appendix.
- 2. Describe project manager's experience performing consulting services in areas of workers' compensation, risk management and safety.
- 3. Describe the organization of the proposed project team, detailing the level of involvement, field of expertise, and estimated hours for each member of the team

F. PROJECT TIME SCHEDULE

Provide a detailed time schedule for the project. The CLIENTS seek a completion date no later than September 1, 2012.

G. PROJECT UNDERSTANDING, PROPOSED APPROACH AND METHODOLOGY.

- 1. Describe your approach to performing the contracted work for a public employer.
 - (a) Discuss your role and that of other parties involved in the design, data gathering, data analysis and reporting process.
 - (b) Submit a sample report typical of what you have provided to other public sector employers.
 - (c) Discuss your standard process for assessing risks in a work environment; include liability, property/casualty and workers' compensation.
 - (d) Discuss your project plan outlining major tasks and responsibilities, timeframes, and staff assignments.
 - (e) Describe what CITY staff support you anticipate you will require for the project and provide an estimate of the amount of staff time required.
- 2. Equal Employment Opportunity: Consultant must provide a written statement that it does not and will not discriminate against any person, because of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation, gender identity and/or gender expression, except where these criteria are reasonable bona fide occupational qualifications.
- 3. The firm must certify that they comply with state and federal laws regarding unemployment insurance and workers compensation coverage. The CITY will require the successful consultant to possess a current City business license.

SECTION V. INSURANCE

- A. Consultant shall procure and maintain in effect throughout the duration of this contract insurance coverage not less than the types and amounts specified in this section. Policies containing Self-Insured Retention will not be acceptable to the CITY.
 - Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$1,000,000 per aggregate. This

policy shall be written or endorsed to include the following provisions:

- a.) contractual liability
- b.) Per Project Aggregate Liability Limit, or where no available, the aggregate limit shall be \$2,000,000.
- c.) No contractual liability limitation endorsement.
- d.) Additional Insured endorsement
- e.) Appropriate Workers' compensation Insurance as required by state statute.
- f.) Commercial Automobile Liability Insurance with limits per claim and annual aggregate of \$1,000,000
- B. Regardless of any approval by the CITY, it is the responsibility of the Service Provider to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility.

SECTION VI PROPOSAL AND SUBMISSION REQUIREMENTS.

A. SUBMITTAL INFORMATION.

- 1. Proposals must be received April 27, 2012 no later than 5:00 PM local time (Mountain Daylight Savings Time). Please be advised that this is the receipt date, not a postmark date. Late proposals will be returned unopened. One (1) original and two (2) copies are to be submitted.
- 2. The representative who is authorized to contractually bind the consultant must sign proposal. Each proposal shall be prepared simply and economically, providing a straight forward, concise delineation of the consultant's capabilities to satisfy the requirements of the RFP. Proposal will be evaluated on completeness and clarity of content.
- 3. All proposals and accompanying documentation become the property of the CLIENTS and will not be returned.
- 4. All proposals received in response to this RFP shall remain valid for 60 days.

B. ISSUING OFFICE, INFORMATION AND CLARIFICATION.

1. The issuance of this RFP is approved by the Chief Administrative Officer and the Human Resources Director. The RFP Coordinator is the point of contact in the CITY for this selection action. Throughout the duration of this process, all communications about this project should be addressed to the RFP Coordinator: Gail Verlanic Human Resources Director/EEO Officer City of Missoula 435 Ryman St. Missoula MT 59802-4297 (406) 552-6127 E-mail gverlanic@ci.missoula.mt.us

3. The City is dedicated to a policy of non-discrimination: no individual shall be discriminated against with regard to compensation, terms, conditions, or other privileges of employment because of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, exoffender status, physical condition, political belief, public assistance status, sexual orientation, gender identity and/or gender expression.

The City is committed to Equal Employment Opportunity (EEO) recruitment guidelines as promulgated by federal and state law: all provisions of this RFP shall be administered in accordance with the provisions contained in such Equal Employment Opportunity Guidelines where such guidelines are applicable and relevant.

4. For information concerning procedures to respond to this RFP, contact the CITY RFP Coordinator, Gail Verlanic, at (406) 552-6127. Such contact is limited to clarification purposes only. Material changes, if any to the scope of services, or proposal procedures, will only be transmitted by written addendum.

SECTION VII. CONSULTANT'S FEE STATEMENT

A. FEE STATEMENT.

1. Separate Fee Statement

Each proposal shall contain a separate fee statement. Fees for services (i.e. personnel, supplies, support/indirect) should be expressed in a lump sum, not to exceed maximum amount, with a separate price breakdown for the specific components of the work shown in Section III SCOPE OF SERVICE. Indicate your expectations concerning reimbursement for travel, per diem expenses, photocopying, telephone calls, or other incidental expenses (please list, if any). If additional work is required beyond the scope of this contract, how would those services be billed? Please indicate hourly rates for changes or additions to the contract.

2. Sealed Fee Statement

Fee statements shall be placed in a separate sealed envelope marked "FEE STATEMENT." Only one (1) copy of the fee statement should be submitted

B. PREPARATION COSTS.

The CITY is not liable for any costs associated with the preparation or presentation of any proposal submitted in response to this RFP.

SECTION VIII. SELECTION PROCESS

A. EVALUATION CRITERIA.

- 1. Proposal Evaluation
 - a. Proposals will be evaluated to ascertain which proposal best meets the requirements of the CITY. The items to be considered during the evaluation are as follows:
 - (1) Compliance with the RFP
 - (2) Experience consulting on safety and risk management including the implementation and evaluation of specific programs.
 - (3) Demonstrated experience on similar type projects and qualifications of the consultant.
 - (4) Project organization and technical qualifications of the persons assigned to the project.
 - (5) Project understanding, proposed approach and methodology.
 - (6) Services to be provided.
 - (7) References.
 - (8) Ability to complete the work within the time frame specified in the RFP
 - (9) Cost

2 Selection Process

Evaluation of the proposals will be performed by a committee selected by the CLIENTS. The committee will make this evaluation solely on the responses to this RFP. The selection process may include an interview with key members of the firm with the selection committee.

- 3. Right of Rejection.
 - a. The CLIENTS reserve the right to reject any and all proposals submitted.
- 4. Acceptance of Proposal.
 - a. The content of the proposal of the selected consultant will become part of the contractual obligations if a contract ensues. Failure of the consultant to accept these obligations may result in cancellation of its selection. Final contract award shall be submitted to the City Council for approval.

SECTION IX RFP MODIFICATIONS

The CLIENTS reserve the right to modify this RFP at any time. In the event a modification or revision is necessary, a written addendum will be provided to all bidders who receive the basic RFP. No oral change, or interpretation of the provisions contained in the RFP are deemed valid.

SECTION X. VARIANCES

All variances to this proposal must be specifically stated. State any variations to specifications, terms and conditions in the space provided below. No variations or expectations by the Consultant will be deemed to be part of the proposal submitted unless such variation or exception is referenced in the space below. If no statement is contained in the space below, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:

XI. SIGNATURE PAGE

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, general conditions, specifications, legal advertisements, and special conditions contained in the RFP. I have read the RFP and fully understand what is required.

Authorized Signature:		
Name (typed/printed):		
Title:		
Firm:		
Address:		
City:	State:	Zip:
Email:	Telephone:	
Date:	_	