

## VILLAGE OF OSSINING

### **REQUEST FOR QUALIFICATIONS FOR CLAIMS MANAGEMENT AND ADJUSTMENT SERVICES**

**(Third Party Administrator)** - The Village of Ossining seeks proposals from qualified claims management and adjustment firms to serve as Third Party Administrator and to advise and consult with the Village on casualty and liability claim administration and management matters for the Village's self-funded liability program. At the present time the Village has a \$100,000 self-insured retention with insurance above that retention. Interested firms are required to respond by **October 6, 2023 at 5:00 PM** with the information requested herein.

The Village of Ossining is located approximately thirty-five miles north of New York City in Westchester County. The village, located on the Hudson River, has a population of approximately 27,000.

The Village seeks the services of a qualified claims management and adjustment firm with demonstrated experience acting on behalf of municipal clients.

### SCOPE OF SERVICES REQUESTED

The selected adjustment firm will be expected to provide a full range of adjustment and claims management services to support the Village of Ossining in its review of submitted claims, including property damage, negligence, civil rights, personal injury and actions involving police officers. The range of services may include, but is not limited to:

- A. Review all claims reported by the Village and handle to conclusion.
- B. Unless otherwise so directed by the Corporation Counsel, assign claims to the Village's outside defense counsel for handling.
- C. Establish claims files and assign claim numbers for all claims reported by the Village. The claim files will be the property of the Village and will be available to the Village for inspection upon reasonable notice.
- D. Incorporate claims from the village's prior Third-Party Administrators into the selected firm's system and provide the new claim information to the village.
- E. Recommend claim reserves and provide a continuous review and updating of the reserves to the Village and assigned defense counsel to reflect changes of condition in the claim history.
- F. Provide prompt notification of claims to the Village's excess insurer in accord with the excess insurer's notification requirements.
- G. Meet with the Corporation Counsel and assigned defense counsel on a semi-annual or as needed basis, to review all open claim files, in order to establish and/or review reserves for each case, and to determine if any additional investigation is required.
- H. Provide statistical and loss experience reports concerning claims status (open, closed and new claims) on a monthly basis, voucher detail reports on a weekly basis, a comprehensive annual report of all claims activities for use by the Village's outside actuary, and such other reporting as required by the Village. The Village shall be responsible for issuing checks for expense vouchers and settlements/ judgements.

- I. Avoid disclosing the contents of the Village's files to third parties, except as reasonably necessary to carry out the obligations under this Agreement or to comply with legal requirements.
- J. MMSEA reporting to CMS and for MMSEA compliance and related services, chosen third-party administrator's preferred provider unless the Village directs the use of a different vendor.
- K. Function as an independent contractor.
- L. Maintain at its own expense an errors and omissions policy in the amount of no less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering the selected firm in connection with its management and administration of the village's self-insured automobile and general liability insurance plans. General liability insurance providing policy limits of no less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate naming the Village of Ossining, its officers, elected officials, volunteers, employees as an additional insured on a primary and non-contributory basis. Both insurance policies to provide waiver of subrogation endorsement clauses in favor of the Village of Ossining. Village of Ossining to be provided no less than 30 days written notice of cancellation and any material change in coverage. Prior to commencement of work, the selected firm shall provide to the Corporation Counsel certificates of insurance for review. Documentation confirming statutory Workers Compensation coverage shall be provided.
- M. Selected firm shall agree to indemnify and hold harmless the Village of Ossining, its officers, elected officials, volunteers and employees from and against any and all lawsuits, settlements, judgments, costs, penalties, and expenses, including reasonable attorneys' fees, and at its own cost and expense, defend any action against the Village of Ossining arising from the selected firm's : i) willful misconduct, fraud or criminal conduct including the selected firm's directors, officers and employees or ii) any material breach of the selected firm's obligations under the agreement entered into with the Village of Ossining.

#### REQUIRED SUBMITTALS

Responses to this Request for Qualifications must include, at a minimum, the following:

- A. Demonstration of previous experience with similar municipal adjustment engagements.
- B. Identification of key personnel who are located in the region and will be assigned to this account. Identify those personnel who will be assigned to handle claims involving the Village's Police Department and Police Officers. The claim handler's experience with police matters should be detailed.
- C. Description of the firm's practice areas that might be applicable to this engagement.
- D. Description of the firm's approach and methods for providing municipal claims management and adjustment services to the Village of Ossining.
- E. Description of similar engagements and examples of typical work products and contractual agreements.
- F. Tabular history of municipal consulting experience in the past five years, and indicating order of magnitude adjustment fees earned for each municipality.

- G. A list of municipal references for engagements undertaken in the past five years.
- H. Proposed Fee structure for services requested in this RFQ.

#### PROPOSAL SUBMISSION

An original, seven (7) copies, and one electronic copy in PDF format of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name of the Proposal and the name and address of the firm. If the proposal is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face thereof. Firms mailing proposals shall allow sufficient time for delivery.

Proposals must be received no later than **5:00 PM on October 6, 2023** at the following address:

Village of Ossining - Corporation Counsel  
 Attn: Stuart Kahan  
 16 Croton Avenue, 2<sup>nd</sup> Floor  
 Ossining, New York 10562  
[kahan@villageofossining.org](mailto:kahan@villageofossining.org)

The Proposals submitted by the firms are the documents upon which the Village will make its initial judgment regarding the firm's qualifications, understanding of the Village's scope and objectives, methodology, and ability to complete services.

Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by the Village of Ossining to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the Village of Ossining, or for participating in any selection interviews.

Submission of any Proposal indicates acceptance of the conditions contained in the Request for Qualifications, unless clearly and specifically noted otherwise in the Proposal.

Proposals will be examined and evaluated by the Village Staff including the Village Manager, Assistant Village Manager, Corporation Counsel, Treasurer, and Deputy Treasurer. Village staff shall make a recommendation to the Village Board of Trustees who has the ultimate authority to appoint a claims management and adjustment firm as Third Party Administrator.

During the evaluation of Proposals, the Village may require clarification of information or may invite firms to an oral presentation to amplify and or validate Proposal contents.

All material submitted in response to this RFQ shall become the property of the Village.

The New York State Freedom of Information Law, Public Officers Law, Article 6, provides for public access to information. Public Officers Law section 87(d)(2) provides for exceptions to disclosure for records or portions thereof that are 'trade secrets or are submitted to an agency by a commercial enterprise and which, if disclosed would cause substantial injury to the competitive position of the subject enterprise.' Information that the proposer wishes to have treated as proprietary and confidential trade information should be identified and labeled 'Confidential' or 'Proprietary' on each page at the time of submittal. This information should include a written request to exempt it from disclosure, including a written statement of the reasons why the information should be exempt.

#### Anticipated Schedule:

- RFP Released: September 7, 2023
- Deadline for Questions: September 22, 2023
  - All questions must be directed, in writing, to [Kahan@villageofossining.org](mailto:Kahan@villageofossining.org)
- Deadline to Submit Proposal: October 6, 2023 by 5:00 pm.
- Interviews: Week of October 9 and October 16, 2023
- Recommendation to Board of Trustees: October 25, 2023
- Resolution for Appointment of TPA effective January 1, 2024: November 1, 2023

The selection will be made by November 1, 2023 to allow the selected firm to meet with Village staff and the outgoing Third Party Administrator to review existing claims and to transfer those claims to the selected firm's system. It is anticipated that the selected firm will commence as Third Party Administrator effective January 1, 2024.

#### SELECTION CRITERIA

A claims management and adjustment firm will be selected as Third Party Administrator through the evaluation process described herein. The evaluation of the statement of qualifications will be based primarily on the following:

1. Competency of the firm to perform the required services, as indicated by the technical training, education and experience of the firm's personnel who would be assigned to perform the services;
2. Ability in terms of workload and availability of qualified personnel to perform the required adjustment services competently and expeditiously;

3. Past performance as reflected by the evaluations and references of previous or current municipal clients with respect to factors such as control of costs, quality of work, and meeting of deadlines;
4. Such other factors as the Village may consider.

The selection of a firm shall be at the sole discretion of the Village of Ossining. The Village Board of Trustees shall authorize the Village Manager to execute any contracts for the services specified herein and reserves the right to modify these services in accordance with changes in its requirements as they may occur.

#### RIGHTS AND OPTIONS OF THE VILLAGE

The Village reserves the following rights and options to:

- I. Reject any and all proposals.
- II. Supplement, amend, or otherwise modify this Request for Qualifications.
- III. Cancel this Request for Qualifications with or without the substitution of another Request for Qualifications.
- IV. Issue additional solicitations for information and proposals.
- V. Conduct investigations with respect to the qualifications of each responding firm.
- VI. Make and award, in whole or in part, to one or more firms and individuals responding to the Request for Qualifications.

Should the Village and the selected firm be unable to reach an agreement within 30 days of the proposal opening date, the Village may select another proposal, reissue the RFQ, or take any other actions as deemed appropriate by the Village.

The Village shall retain the right to reject any proposed personnel and to cause the selected firm to replace any personnel during the contract period, with or without cause.

#### CONTRACT TERM

The Village proposes a contract term of three years from the effective date of the Agreement between the selected firm and the Village. The agreement may include automatic one-year renewal periods. The contract may include a reasonable escalation clause as negotiated by the parties. The Village shall have the option of issuing a new Request for Qualifications for additional or replacement firms at any time the Village deems it necessary.

#### QUESTIONS

All questions are to be directed to the Village's Corporation Counsel, Stuart Kahan in writing. Email to [Kahan@villageofossining.org](mailto:Kahan@villageofossining.org) and indicate in the subject line, Request for Qualifications for Third Party Administrator.

Village of Ossining as of 08/31/2023

Row Labels	Count of CLAIM_NUMBER
<b>2006</b>	<b>18</b>
<b>General Liability</b>	<b>18</b>
Incident Only	18
<b>2007</b>	<b>24</b>
<b>General Liability</b>	<b>24</b>
Incident Only	24
<b>2008</b>	<b>24</b>
<b>General Liability</b>	<b>24</b>
Incident Only	24
<b>2009</b>	<b>20</b>
<b>General Liability</b>	<b>20</b>
Incident Only	20
<b>2010</b>	<b>14</b>
<b>General Liability</b>	<b>14</b>
Incident Only	14
<b>2011</b>	<b>20</b>
<b>General Liability</b>	<b>20</b>
Incident Only	18
Property Damage	2
<b>2012</b>	<b>16</b>
<b>General Liability</b>	<b>16</b>
Incident Only	16
<b>2013</b>	<b>17</b>
<b>Auto</b>	<b>1</b>
Personal Injury Protection	1
<b>General Liability</b>	<b>16</b>
Bodily Injury	1
Incident Only	15
<b>2014</b>	<b>11</b>
<b>General Liability</b>	<b>11</b>
Incident Only	11
<b>2015</b>	<b>22</b>
<b>General Liability</b>	<b>21</b>
Bodily Injury	1
Incident Only	19
Property Damage	1
<b>Law Enforcement</b>	<b>1</b>
Bodily Injury	1
<b>2016</b>	<b>12</b>
<b>Auto</b>	<b>3</b>
Bodily Injury	1
Personal Injury Protection	1
Property Damage	1

<b>General Liability</b>	<b>7</b>
Bodily Injury	2
Contractual Liability	2
Incident Only	1
Property Damage	2
<b>Law Enforcement</b>	<b>2</b>
Bodily Injury	2
<b>2017</b>	<b>15</b>
<b>Auto</b>	<b>4</b>
Bodily Injury	1
Personal Injury Protection	1
Property Damage	2
<b>General Liability</b>	<b>9</b>
Bodily Injury	6
Contractual Liability	1
Property Damage	2
<b>Law Enforcement</b>	<b>2</b>
Bodily Injury	1
Law Enforcement	1
<b>2018</b>	<b>16</b>
<b>Auto</b>	<b>3</b>
Bodily Injury	2
Collision	1
<b>General Liability</b>	<b>12</b>
Bodily Injury	6
Contractual Liability	3
Property Damage	3
<b>Law Enforcement</b>	<b>1</b>
Bodily Injury	1
<b>2019</b>	<b>12</b>
<b>Auto</b>	<b>7</b>
Bodily Injury	1
Personal Injury Protection	1
Property Damage	5
<b>General Liability</b>	<b>4</b>
Bodily Injury	2
Property Damage	2
<b>Law Enforcement</b>	<b>1</b>
Law Enforcement	1
<b>2020</b>	<b>19</b>
<b>Auto</b>	<b>7</b>
Property Damage	7
<b>General Liability</b>	<b>12</b>
Bodily Injury	4
Grievance	1
Law Enforcement	1
Property Damage	6

<b>2021</b>	<b>38</b>
<b>Auto</b>	<b>22</b>
Bodily Injury	2
Personal Injury Protection	1
Property Damage	19
<b>General Liability</b>	<b>15</b>
Bodily Injury	4
Grievance	1
Property Damage	10
<b>Professional Liability</b>	<b>1</b>
Professional Liability	1
<b>2022</b>	<b>31</b>
<b>Auto</b>	<b>4</b>
Property Damage	4
<b>General Liability</b>	<b>26</b>
Bodily Injury	3
Grievance	2
Law Enforcement	6
Property Damage	15
<b>Law Enforcement</b>	<b>1</b>
Law Enforcement	1
<b>2023</b>	<b>21</b>
<b>Auto</b>	<b>11</b>
Bodily Injury	1
Collision	1
Property Damage	9
<b>General Liability</b>	<b>9</b>
Bodily Injury	2
Law Enforcement	1
Premises Liability	1
Property Damage	5
<b>Law Enforcement</b>	<b>1</b>
Bodily Injury	1
<b>Grand Total</b>	<b>350</b>