



ERIE COUNTY

REQUEST FOR PROPOSAL (RFP) TO PROVIDE MANAGEMENT OF PRETAX DEDUCTION ACCOUNTS AND COBRA ACCOUNT COLLECTIONS

RFP #08096VF

September 8, 2008

**JOHN GREENAN
COMMISSIONER OF PERSONNEL
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202**

COUNTY OF ERIE, NEW YORK
REQUEST FOR PROPOSALS (“RFP”)

RFP# 08096VF

**TO PROVIDE MANAGEMENT OF PRETAX DEDUCTION ACCOUNTS AND
COBRA ACCOUNT COLLECTIONS**

I. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking Proposal Statements from qualified pretax service companies interested in providing companies to provide HR services for County of Erie employees pertaining to pretax deductions for Medical, Adoption, Parking/Transit, 105-H plans and additionally to do the collection of COBRA payments. Proposers interested in providing such services are invited to respond to this request.

It is the County's intent to select the Proposer that provides the best solution for the County's needs.

The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any proposer. The County reserves the right to award negotiated contracts to one or more proposers.

This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

II. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

The following schedule is for informational purpose only. The County reserves the right to amend this schedule at any time.

Issue RFP:	September 8, 2008
Optional Pre-Proposal Meeting	Septmeber 17,2008
Proposals Due:	September 26, 2008 3:00 p.m.
Selection Made:	October 10, 2008 (13) days following due date
Contract Signed:	Following all necessary County approvals

B. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation. Proposals shall be limited to twelve(12) pages.
2. One (1) original and four (4) copies shall be submitted. Proposals **MUST** be signed. Unsigned proposals will be rejected.
3. Submission of the proposals shall be directed to:

Joseph Murphy
Erie County Department of Personnel
95 Franklin Street, Room 604
Buffalo, New York 14202

All proposals must be delivered to the above office on or before September 26, 2008 at 3:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

4. Requests for clarification of this RFP must be written and submitted to Joseph Murphy at murphyj@erie.gov no later than 4:00 pm on September 15th, 2008. Formal written responses will be distributed by the County on or before September 17th, 2008. **NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.**
5. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
6. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
7. Proposers are encouraged to attend the optional pre-proposal meeting which will be held at 10:00 a.m. on September 17, 2008 at Erie County Rath Building, Room 604, 95 Franklin Street, Buffalo New York 14202.

III. SCOPE OF PROFESSIONAL SERVICES REQUIRED

Request for Proposal Erie County

HRA (105-h) plan

How long has your firm been administering Health Reimbursement Accounts?

Does your company charge an initial start-up fee? If yes amount _____

a. If so, please describe what services are provided in this fee.

b. Is this a one-time charge or an annual fee?

How often are reimbursements be made to participants?

Do you recommend a minimum reimbursement level?

If so, how much?

a. Will you agree to perform nondiscrimination testing to ensure the plan is in compliance with IRS Code Section 125 on an annual basis?

b. If the client wanted the above non-discrimination testing performed at an additional time other than annually, what would you charge?

a. Does your fee include the preparation of the plan document/summary plan description?

b. Does your fee include the preparation of amendments to the plan document/SPD?

c. How do you keep current about changes in the laws that regulate the benefits you administer?

Are the rates or fees quoted in your proposal firm and will not be recalculated based on actual enrollment?

Indicate if your proposal includes the following:

a. Confirmation of enrollment statement.

b. Year-end statement of account balance.

c. Quarterly statement of account balances.

If not, describe any variations.

a. Does your proposal include on-site enrollment meetings?

b. Describe any additional charge for the enrollment meetings.

a. Do you provide communication materials?

b. Is there an additional charge? If yes how much _____

c. If this client reproduced your communication material, will there be a charge?

Do you require an initial deposit?

Do you require that the client maintain their own checking account?

Is your proposal based on the assumption that checks/statements are mailed directly to the participant's address?

Do you offer direct deposit to participants?

Describe the alternatives for dealing with terminated employees.

a. Indicate your HRA website

b. Describe the topics of interest the client may want to view.

c. Describe the topics of interest the HRA participant may want to view.

How do you handle claim disputes and appeals?

Describe the participant satisfaction survey you use regarding feedback on your HRA admin performance.

How do you handle overpayments and underpayments?

a. Do you have the ability to administer a debit card?

b. What types of claims cannot be administered via your debit card?

c. What is your added fee to administer a debit card?

d. Must all participants use the debit card or can only certain individual elect the debit card option?

e. What debit card transactions would prompt a request for claim substantiation?

f. When you offer a debit card, do you require that all reimbursement be administered via this debit card or will you accept hard copy claim

submissions by those participants who forget to use their card?

g. What are the top 5 complaints you receive about debit card transactions?

If the client wants over the counter (OTC) products reimbursed under their HRA describe what administrative issues need to be explained to plan

participants.

Describe your internal capabilities and any subcontracting arrangements regarding administration of:

b. Health Savings Accounts (HSA)

Describe your ability to administer HRA services in compliance with HIPAA EDI, Privacy and Security.

Do you subcontract any of your HRA administration services?

What are the Customer Service hours for the HRA Department?

Where is the HRA claim office located?

For HRA processing, please detail the ongoing data you will need from the *company*. Include the timing of your informational needs.

What is the average turnaround time from receipt of claim to reimbursement check being mailed?

Will you maintain copies of canceled reimbursement checks? If not, please describe your process.

What different reimbursements are available to participants? Can you provide EFT deposit?

Are you able to accept claims by fax or email?

Discuss what assistance you would provide the County in implementing such recommendations.
Provide a detailed implementation plan and timeframe, including action items, due dates and responsible parties. Please include time line for debit card distribution and what is necessary to support / receive the transfer of data from current vendor.
Do you develop and maintain the Plan Documents and Plan Summary Descriptions?
What, if any, is the cost of the initial documents?
What, if any, is the cost of the maintenance documents / amendments?
What is the turnaround time to get SPDs and Plan Document drafts?
What is your turnaround time on claims?
How does your company handle appeals and complaints, specific to when a claim is denied? Please provide detailed summary, step-by-step on how this is handled.
Do you agree to perform all nondiscrimination testing and maintain appropriate documentation of compliance?
How often will you conduct these tests?
Do you have the ability to offer participants a HRA Debit Card program?
Describe the process for transmitting biweekly employee contributions from the County to the administrator

Flex - Spending

How long has your firm been administering flexible spending accounts?
Other than medical reimbursement and dependent care reimbursement, what other administration services do you offer?
Does your company charge an initial start-up fee?
a. If so, please describe what services are provided in this fee.
b. Is this a one-time charge or an annual fee? If yes amount _____
How often are reimbursements be made to participants?
a. Health care reimbursement account?
b. Dependent care reimbursement account?
Do you recommend a minimum reimbursement level?
If so, how much?
Does your proposal have a minimum participation requirement?
How long after receipt of dependent care account deposit information are funds available to the participant for reimbursement?
a. Do you agree to provide monthly management reports to this client?
b. Are you capable of providing reports more frequently, when requested?
Does your company require that this client provide access to employees to promote the sale of voluntary insurance products that can be included under the FSA plan?
a. Will you agree to perform nondiscrimination testing to ensure the plan is in compliance with IRS Code Section 125 on an annual basis?
b. If the client wanted the above non-discrimination testing performed at an additional time other than annually, what would you charge?
a. Does your fee include the preparation of the plan document/summary plan description?
b. Does you fee include the preparation of amendments to the plan document/SPD?
c. How do you keep current about changes in the laws that regulate the benefits you administer?
Are the rates or fees quoted in your proposal firm and will not be recalculated based on actual enrollment?
Indicate if your proposal includes the following:
a. Confirmation of enrollment statement.
b. Year-end statement of account balance.
c. Quarterly statement of account balances.
If not, describe any variations.
a. Does your proposal include on-site enrollment meetings?
b. Describe any additional charge for the enrollment meetings.
a. Do you provide communication materials?
b. Is there an additional charge?
c. If this client reproduced your communication material, will there be a charge?
Do you require an initial deposit?
Describe the cash flow from the time this client withholds funds from the employees' paycheck.
Do you require that the client maintain their own checking account?
Is your proposal based on the assumption that checks/statements are mailed directly to the participant's address?
Do you offer direct deposit to participants?
Describe the alternatives for dealing with terminated employees.
a. Indicate your FSA website
b. Describe the topics of interest the client may want to view.
c. Describe the topics of interest the FSA participant may want to view.
How do you handle claim disputes and appeals?
Describe the participant satisfaction survey you use regarding feedback on your FSA admin performance.
How do you handle overpayments and underpayments?
a. Do you have the ability to administer a debit card?
b. What types of claims cannot be administered via your debit card?
c. Is there an added fee to administer a debit card? If yes amount _____
d. Must all participants use the debit card or can only certain individual elect the debit card option?

e. What debit card transactions would prompt a request for claim substantiation?

f. When you offer a debit card, do you require that all reimbursement be administered via this debit card or will you accept hard copy claim submissions by those participants who forget to use their card?

g. What are the top 5 complaints you receive about debit card transactions?

If the client wants over the counter (OTC) products reimbursed under their flex plan describe what administrative issues need to be explained to plan participants.

Describe your internal capabilities and any subcontracting arrangements regarding administration of:

- Health Reimbursement Accounts (HRA)
- Health Savings Accounts (HSA)

Describe your ability to administer flexible spending account services in compliance with HIPAA EDI, Privacy and Security.

Do you subcontract any of your flexible spending account administration services?

What are the Customer Service hours for the FSA Department?

Where is the FSA claim office located?

For FSA processing, please detail the ongoing data you will need from the *company*. Include the timing of your informational needs.

What is the average turnaround time from receipt of claim to reimbursement check being mailed?

Will you maintain copies of canceled reimbursement checks? If not, please describe your process.

What different reimbursements are available to participants? Can you provide EFT deposit?

Are you able to accept claims by fax or email?

Include recommendations to increase participation in the company's Flexible spending program.

Discuss what assistance you would provide the County in implementing such recommendations.

Provide a detailed implementation plan and timeframe, including action items, due dates and responsible parties. Please include open enrollment, time line for debit card distribution and what is necessary to support / receive the transfer of data from current vendor.

Do you develop and maintain the Plan Documents and Plan Summary Descriptions?

What, if any, is the cost of the initial documents?

What, if any, is the cost of the maintenance documents / amendments?

What is the turnaround time to get SPDs and Plan Document drafts?

What is your turnaround time on claims?

How does your company handle appeals and complaints, specific to when a claim is denied? Please provide detailed summary, step-by-step on how this is handled.

What mediums do you accept for plan enrollment?

Do you agree to perform all nondiscrimination testing and maintain appropriate documentation of compliance?

How often will you conduct these tests?

Do you have the ability to offer participants a FSA Debit Card program?

Describe the process for transmitting biweekly employee contributions from the County to the administrator

A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.

COBRA COLLECTIONS

Indicate if the following services will be included in your contract.

- Election Notice/Enrollment Applications
- Coupon mailing/billing statement (also identify frequency of mailing).
- Premium Collection
- Notice of Termination
- Monthly Reporting to District
- Weekly Paid-Thru Reporting to Vendor
- Submission of Premium Payments to Vendors
- ACH Deductions of Premiums
- Mailing of Rate Change Letters and annual Open Enrollment election notification.
- Termination of continuation coverage letters
- Conversion notices (if applicable) at end of COBRA continuation coverage period
- COBRA eligibility lists to other insurance company systems
- Quarterly reports demonstrating whether or not your organization has met the performance standards submitted with your proposal as required by Section 8.4.

What kinds of reports are available on COBRA administration, claims, and overall costs to the plan?

Describe in detail the frequency and process you use to notify respective vendors that premiums have been received to avoid the vendor holding up processing of claims until premium is paid (i.e., weekly vendor paid thru reports)

Describe your annual Open Enrollment implementation process. How do you notify current continuants and individuals in a pending COBRA election status?

What are the top 5 complaints you receive about COBRA transactions?

Provide a copy of the participant satisfaction survey you use regarding feedback on your COBRA administration performance.

Provide your overall customer satisfaction ratings for 2006 and 2007 for your COBRA administrative services.

What has been your telephone average speed to answer for 2006 and 2007 for the location you propose would handle the County's business?

What has been your average telephone abandonment rate for 2006 and 2007 for the location you propose would handle the County's business?

What has been your average claims turnaround time for 2006 and 2007 for the location you propose would handle the County's business?

Identify the individual who would be responsible for the day to day service contact with the Benefits Department for this County.

Outline the experience for this individual both with your firm and throughout their career?

Identify the individual(s) who would act as the contact for participant inquiries?

Outline the experience for those individual(s) both with your firm and throughout their career?

Do you include HIPAA Certificate of Creditable Coverage for COBRA coverage notices in your standard fees?

Are all of the fees quoted on your Fee Quotation Form stand alone in order for the County to choose certain options and not others? Describe in detail.

The County currently receives Arizona State Retirement System subsidies for certain retirees:

a. Would you agree to account for these subsidies on participant billings (bill net of subsidy) if given the subsidy information from the County?

b. What is your system set up to accommodate ASRS subsidies in the continuant's monthly premium?

c. Would you provide a monthly account of payment for this subsidy group less the subsidy amount to the County?

Provide name of primary contact that would handle the account. Provide brief history of experience, education and/or training of this individual

Provide location of servicing office and the 800#.

Indicate what other services, including legal consultation, is provided by your company. It is assumed that these services are included in your cost.

Verify.

Describe the legal assistance provided by your company should a COBRA dispute arise.

It is assumed that you will coordinate with appropriate carriers, all aspects of HIPAA as it pertains to COBRA services.

Verify.

It is assumed that your company will collect and remit all premiums to the appropriate vendors. Verify.

Do you keep original documents on file (in case of challenge by a COBRA participant)? Describe your documentation process.

It is assumed that your company sends out initial COBRA notices to new hires. Verify.

How long do you maintain copies of all paper work for COBRA participants?

It is assumed that your company will provide a COBRA procedure manual. Verify.

Describe any type of scheduled contact with County personnel (i.e. newsletter, on site visits, etc.) that is included in your price quote.

When are HIPAA notices sent?

Provide a copy of your HIPAA privacy notice.

Will you handle ALL Cobra eligible benefits regardless of insurance carrier?

Provide a list of performance guarantees and financial commitments.

Is your book of business segmented by employer size? If so, please provide the breakdown.

What is your average group size, based on eligible population?

How many COBRA clients do you currently have?

Do you keep 2% of premiums charged?

PARKING/Transit

How long have you been administering Commuter Plan Administration?

How many Commuter plan clients do you currently have?

What is your average group size, based on eligible population?

Is your book of business segmented by employer size? If so, please provide the breakdown.

Reimbursement for parking expenses done on a monthly basis?

Is there a certain time of month that the reimbursements are made?

Do you offer direct deposit reimbursements?

Do you provide direct reimbursement to providers/vendors?

What are the transportation media options available under the plan? (ie. Vouchers, or cards, monthly passes, direct pay to vendors, etc.)

What are your distribution methods for the transportation media?

If participants make changes towards their transportation passes, how long does it take to make the change?

What type of reports do you offer under this administration plan?

Do you provide participants automated purchase reminders?

Can recurring elections be made?

What mediums do you accept for plan enrollment?

How would you propose expanding employee utilization of this program?

Do you offer on site educational meetings?

Will you agree to prepare enrollment communication materials, including (but not limited to) a letter announcing the program, questions and answers about Commuter Plans and examples of the benefits of Commuter Plans.

If you agree, is there an additional cost such as: cost of mailing, .PDF vs. hard copy, black and white vs. color, Power Point vs. CDrom, etc.

Do you provide non-discrimination testing?

LEGAL REQUIREMENTS

What level of malpractice insurance do you require for each type of professional? Does this vary geographically?
Please be advised that you will be required to agree to the defense and indemnity clauses herein contained.
List the name, title, mailing address, telephone number, e-mail address and facsimile number the individual person with whom **Erie County** would work to resolve questions on contract language
Would you be willing to incorporate the credentialing standards for providers and utilization review procedures in an Exhibit which would become a part of the Agreement? If not, please describe why you would be unwilling to incorporate such standards in the Agreement.
Would you be willing to warrant and represent that each of the providers that is a network provider will maintain adequate levels of professional liability insurance? If so, what do you consider to be an adequate level? If not, please describe why you would be unwilling to make this representation.
Would you be willing to agree that you are a fiduciary under ERISA with respect to the services provided under the Agreement? What type of limitations would be imposed on **Erie County's** decision-making process through such an agreement? Is there an additional fee for these services? If you are unwilling to serve as fiduciary, please describe why you would be unwilling to make this representation.
Provide confirmation that you are willing to agree that you will hold your subcontractors or subsidiaries to the same standards as you are held under an Agreement with **Erie**.
Does your organization have any financial interest in any medical provider included in your network?
Provide confirmation that you are and will continue to be in compliance with all federal, state and local laws, rules and regulations applicable to the services you are to perform under the Agreement.
Provide confirmation that you will maintain claim records for at least six years.
Are you willing to be designated as the final claims appeal fiduciary for the *company name* plan? If not, please describe why you would be unwilling to agree to this request.
Are you willing to reimburse **Erie County's** medical plan for payments not authorized under the plan? If not, please describe why you would be unwilling to agree to this request.
Provide confirmation that you willing to submit to an audit conducted by **Erie County** and/or its agents.
What arrangements are you willing to provide to **Erie County's** plan to guarantee delivery of service under Agreement in the event of a subcontractor's insolvency?
Will you provide performance guarantees, e.g., turnaround time, financial and procedural accuracy? If so, please include a sample agreement.
Provide confirmation that you are willing to agree that all documents, records, reports, data, including data recorded in your processing systems, related to the receipts, processing and payment of claims, including all claim histories will be the property of **Erie County**.
Describe in detail the level of legal services provided by your organization in defense of your claims administration and determination of necessity during pretreatment review and in any suit brought against **Erie County** .
Provide samples of all standard reports. Please also discuss the availability of additional reports and the cost associated with their production.
Are reports available electronically?
Describe how eligibility is verified and the time frame for establishing eligibility. How does your system enroll newly eligible employees on a regular basis throughout the plan year and properly update and reconcile the system?
What safeguards exist against an ineligible plan member attempting to gain reimbursement under the program?
What is your minimum required for claim payment accuracy rate?

IT REQUIREMENTS

Describe your method for ensuring that benefit terminations are adequately and timely handled. How does the system track deferred termination dates?
Describe your disaster recovery process.
Describe your Data Protection.
Software Systems Explanation:
Describe your COBRA and FSA administration systems
What hardware and software do you use (including the operating system)? Include backup software/hardware to be used
Please specify those administration functions which are currently handled "on-line" vs. manually.
How long has this administration system been used by your organization?
Is the software "pre-packaged", home grown, or a customized version of a product available in the market?
Describe daily backup / recovery systems and run process.
Describe your HIPAA compliance policy.
What is the support process for OS hardware, software (internal/outsourced?)
What are the hours of operation and support contact details (after hours, weekends, holidays).

IV. STATEMENT OF RIGHTS

UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this request for proposals, the proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services;
- by submitting a proposal, the proposer agrees and understands that the County of Erie is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Erie, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority, and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the County of Erie reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;

- To interview the proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline

EVALUATION

- Evaluation criteria are not necessarily listed in order of importance. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- Proposer's experience to perform the proposed services.
- Proposer's financial ability to provide the services.
- Evaluation of the proposer's fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP.

- The proposer's presentation at and the overall results of any interview conducted with the proposer.
- Proposers MUST sign the Proposal Certification attached hereto as Schedule "A". Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

CONTRACT

After selection of the successful proposer, a formal written contract will be prepared by the County of Erie and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney. **NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.**

The term of the contract shall be for a one (1) year period commencing January 1, 2009 and terminating December 31, 2009. The County, in its sole discretion may extend the agreement beyond its initial term for up to six (6) additional one-year periods at the same prices and conditions.

INDEMNIFICATION AND INSURANCE

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

"In addition to, and not in limitation of the insurance requirements contained herein the Consultant agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Consultant shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Consultant or third parties under the direction or control of the Consultant; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in Schedule "B".

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

CONFLICT OF INTEREST

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Erie. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

COMPLIANCE WITH LAWS

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

- a) insert the following notice in the front of its proposal:

“NOTICE

The data on pages ___ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer’s competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

and

b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page " * **THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.**"

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

SCHEDULE "A"

PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Erie for the required services. The undersigned agrees and understands that the County of Erie is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County of Erie, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Erie and, if necessary, approved by the Erie County Legislature and Erie County Fiscal Stability Authority and the Office of the County Attorney.

It is understood and agreed that the County of Erie reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County of Erie reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Erie is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name

By: _____
Name and Title

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS

County of Erie Standard Insurance Certificate

LAW-1 INS (Rev. 3/06)

This certificate does not amend, extend or alter the coverage afforded by the standard form policies listed below.



I Insured Name _____ Address _____ Zip _____ Phone No. _____	III Companies Affording Coverages A _____ B _____ C _____ D _____
II Issuing Agency Name _____ Address _____ Zip _____ Phone No. _____	

IV This is to certify that the policies listed below have been issued to the insured named above and are in force at this time.

Company Letter - from III above	Indicate Type of Insurance By Checking the Box	Policy Number	Effective Date & Expiration	Limits of Liability in Thousands		
				Check the Box	Occurrence	Aggregate
	1. General Liability <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises and Operations <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Contractual <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Explosion, Collapse <input type="checkbox"/> Underground Hazard			<input type="checkbox"/> Bodily Injury Property Damage <p style="text-align: center;">OR</p> <input type="checkbox"/> Combined Single Limit		
	2. Automobile Liability <input type="checkbox"/> Comprehensive Form <p style="text-align: center;">OR</p> <input type="checkbox"/> Schedule Form <input type="checkbox"/> owned <input type="checkbox"/> hired <input type="checkbox"/> non-owned			<input type="checkbox"/> Bodily Injury Property Damage <p style="text-align: center;">OR</p> <input type="checkbox"/> Combined Single Limit		
	3. Excess Liability <input type="checkbox"/> Umbrella Form <p style="text-align: center;">OR</p> <input type="checkbox"/> other than umbrella <input type="checkbox"/> auto <input type="checkbox"/> general <input type="checkbox"/> both			Bodily Injury & Property Damage Combined \$ _____ Self Insured Retention \$ _____		
	4. Worker's Compensation & Employer's Liability Disability Benefits			Statutory Statutory		
	5. Other <input type="checkbox"/>					

V. County of Erie is included as an additional insured under the following Policy numbers: _____

VI. Description of Operations: It is understood that this coverage on behalf of the insured is for all locations in the County of Erie, NY.

VII. Cancellation/Non-Renewal: Should any of the policies noted above be cancelled before expiration thereof or not renewed by the insured, the issuing company will endeavor to mail _____ days advance written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

VIII. Name and Address of Certificate Holder & Recipient of Notice: County of Erie c/o Department of Law 89 Delaware Avenue Suite # 300 Buffalo, NY 14202 716-858-2200	Date Issued _____ Auth. Representative _____ Firm name & address _____ _____ _____
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FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate	_____
Purchase Order or Contact Number	_____
Vendor Insurance Classification	_____

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
- A. Shall be made to the "County of Erie, Dept. of Law, Suite 300, 69 Delaware Ave., Buffalo, N.Y. 14202."
- B. Coverage must comply with all specifications of the contract.
- C. Executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to : County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-Aires Services	F Livery Services	G All Purposes Public Entity Contracts
Comp. Gen. Liab.	\$1,000,000	\$500,000 CSL	\$500,000 CSL	\$1,000,000	\$500,000 CSL	\$1,000,000	\$500,000 CSL
- Prem. & OPS	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Comp. OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independ. Contract.	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form P.D.	INCLUDE	Note: Comprehensive Form Not Required					See note below
- X.C.U.							
- Personal Injury			INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Liquor Law				INCLUDE	see note below		
- Host Liquor							INCLUDE
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
- Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess Umbrella Liab.	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	see note below						see note below
Worker's Compensation & Employers Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Professional Liab.			\$1,000,000				
Erie County To Be Named Add'l Insd. On	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

* Construction contracts require excess Umbrella Liability limits of \$3,000,000.

** Snow removal contracts require evidence of broad form property damage.

*** In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

**** Transportation of people in buses, vans or station wagons requires \$3,000,000 excess liability.

NOTE: Workers Compensation & Employers Liability plus NYS Disability Benefits does not apply to self employed individuals.

V. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.

VI. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.