

GREATER TOMPKINS COUNTY
MUNICIPAL HEALTH INSURANCE
CONSORTIUM

Medical Plan Auditing Services

Request for Proposal (RFP)

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ITHACA, NY 14850

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[HTTP://TOMPKINSCOUNTYNY.GOV/HCONSORTIUM/](http://TOMPKINSCOUNTYNY.GOV/HCONSORTIUM/)

RFP Response Due Date: Friday, May 20, 2016

**REQUEST FOR PROPOSAL
MEDICAL AUDITING SERVICES**

INTRODUCTION

The Greater Tompkins County Municipal Health Insurance Consortium (Consortium) is requesting proposals for auditing services on its Article 47 self-insured medical plan for the period of January 1, 2014 – December 31, 2015. The Medical Plan is administered by Excellus BlueCross BlueShield (“Excellus”). Prescription drug benefits are administered by a different PBM vendor.

The Consortium is seeking an audit firm with proven success in discovering administrative and claim payment errors and recovering damages. Due to the most recent audit of Excellus by BMI, the Consortium is also requesting an analysis of these claims processing areas which Excellus stated have been corrected. These areas include: Co-payments for Acupuncture and Emergency Room, Medical Necessity, Age Indicator, Timely Filing, and Vision screening.

The Consortium would like to pursue this audit aggressively. The selected firm will provide its expected timeline for services and demonstrate its ability to complete a successful audit within the parameters outlined in this request.

OVERVIEW OF THE GREATER TOMPKINS COUNTY MUNICIPAL HEALTH INSURANCE CONSORTIUM

The Consortium is a self-insured, Article 47 Plan, that offers medical and prescription drug coverage to its participants. Currently the Consortium covers more than 2,300 employees and retirees and is made up of the following municipalities:

City of Cortland	City of Ithaca	County of Tompkins
Town of Caroline	Town of Danby	Town of Dryden
Town of Enfield	Town of Groton	Town of Ithaca
Town of Lansing	Town of Ulysses	Village of Cayuga Heights
Village of Dryden	Village of Groton	Village of Trumansburg
Village of Homer	Town of Willet	Town of Marathon
Town of Virgil	Town of Truxton	

The Consortium was awarded Article 47 certification on October 1, 2010 with an operational effective date of January 1, 2011. The Consortium initially consisted of thirteen municipal corporations within Tompkins County. On January 1, 2013, the Consortium added two additional municipal corporations, the City of Cortland and the Town of Lansing. During 2015 added the Village of Homer and Town of Willet and in 2016 added the Towns of Marathon, Truxton, and Virgil.

The Consortium’s medical plans cover approximately 5,100 active employees, retirees and their dependents. Enrollment eligibility determination for active employees, their dependents and retirees is performed independently by each municipality.

MEDICAL PLANS

The Consortium’s medical plans cover approximately 2,300 active employees and retirees. The total covered members including dependents, is approximately 5,100. Enrollment eligibility determination for active employees, their dependents and retirees is performed independently by each municipality.

The Consortium offers Indemnity and PPO Plans to its participants that include several variations in deductibles and copayments. Samples of the Summary of Benefits for each type of the Plan are included as Attachments to this request. More detailed Plan Descriptions will be provided to the firm contracted for the Audit.

PROPOSAL REQUIREMENTS

Organization and History

1. Please provide a brief overview of your company and history of your organization. Describe any parent/subsidiary/affiliate relationships.
2. How is your firm distinguished from competitors with respect to medical claim audit services?
3. What, if any, is your firm's direct experience auditing Excellus BlueCross BlueShield?
4. Please indicate your firm's proven success in recovering monetary settlements for identified errors, particularly with Excellus.
5. Please provide information on the team that would be working directly with the Consortium on this initiative, including the roles and qualifications of each individual.
6. If different, please provide the name, title, address, email, and telephone number of the individual(s) responsible for responding to this request for proposal.

Project Services

1. Please provide a comprehensive overview of the audit services you are proposing, including the sampling process and on-site procedures. Please indicate techniques to be used to conduct an analysis of the claim and administrative services provided by Excellus.
2. Please indicate your ability to complete the audit on an aggressive timeframe, including your demonstrated ability to negotiate acceptable confidentiality agreements, receive data feeds, perform on-site analyses, provide client reports, solicit and receive vendor feedback and reach settlement in a timely manner. Please provide a detailed timeline of the project.
3. Please detail the role and responsibility of the Consortium in negotiating confidentiality agreements, file feeds, etc. Does your firm have standing agreements and acceptable file feeds established with Excellus? Please identify any information or data requirements that you will require of the Consortium.
4. Please provide your claim sampling strategy, number of claims and recommendations for both standard and large loss claim reviews.
5. The audit must include a targeted sampling methodology to include the review of the following items corrected by Excellus BCBS upon the completion of the prior audit conducted by the Consortium:
 - a. Current Procedure Terminology (CPT) codes which require the use of age and/or gender edits to ensure proper adjudication of related claims.
 - b. Proper copayment applied to urgent care and emergency room visits.

- c. CPT codes with modifiers 25 and 29 to ensure the Excellus claims system has been updated to allow for the proper adjudication of these claims and the identification of any provider abuse of these codes.
- d. Claims filed beyond the plan's timely filing limit.
- e. Preventive vision screening claims to ensure they are being covered in full versus being paid at 80% after deductible.

Fees and Other Costs

- 1. Please provide a detailed description of the fees associated with the proposed services. Please include the fees for any on-site visits at Excellus as well as any visits to the Consortium to present the final report (please itemize).
- 2. Please describe what consulting services (if any) are not included in the above proposed fees. Please outline how costs will be determined, including any related hourly charges and expected out-of-scope work expenses.
- 3. Please give an estimate for travel expenses.
- 4. In addition to the above responses, please identify any other service, activity or fee not covered (i.e., postage, handling, supplies, services, etc.) that would be a potential cost to the Consortium. Please be very specific as you should assume if it is not itemized in response to this questionnaire, it would not be considered a chargeable fee.

References

Please provide at least three (3) references for whom you have performed medical plan audits, including company name, contact name, address, phone number and email. If possible, please provide references for clients that have Excellus as their medical claim administrator.

Vendor Selection Criteria

The Consortium will evaluate vendor responses to this RFP and make selection based on the following criteria:

- 1. Audit experience
 - TPA's and/or Insurers previously audited
 - Issues identified
 - Recoveries generated
- 2. Project Services
 - Audit services and techniques to be utilized
 - Audit time frames
- 3. Fees and Other Costs
 - Cost to conduct the audit
 - Additional associated other fees

a. i.e. travel, other services

4. Proposal to extend the agreement for one additional two-year audit for the calendar years 2016 and 2017.

References

Submission of Bid

All questions concerning this solicitation must be emailed to CONSORTIUM@TOMPKINS-CO.ORG.

Proposal submission must be done electronically (Attn: PBM Audit RFP) and are due by **May 20, 2016**

Required Documents

The Greater Tompkins County Municipal Health Insurance Consortium is utilizing the RFP/Bid processes utilized by the County of Tompkins. As a result, it is understood that any reference to the County of Tompkins, Tompkins County, or County is replace by the Greater Tompkins County Municipal Health Insurance Consortium for purposes of this RFP process.

The attached documents must be completed and all requested information must be submitted with your proposal. If you fail to provide any of the required documents or information, your proposal will deemed incomplete and may be removed from consideration for this service.

GENERAL CONDITIONS

1. **Method of Award:**

The County reserves the right to award the contract(s) to the bidder(s) that the County deems to offer the proposal that the County, at its sole discretion deems to be in the best interest of the County. The County reserves the right to cancel this proposal, reject any/all proposals, and to waive any/all informalities and/or irregularities if it is deemed to be in the best interest of the County to do so.

2. **Contract Extension:**

The County reserves the right to allow all municipal, school districts, and not for profit organizations authorized under the General Municipal Laws of New York State to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to the New York State General Municipal Law 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to the contract(s) between the vendor and the County.

3. **Bidder Responsibility:**

The bidder, by submitting a bid, represents that:

- A. The bidder has read and understands the specifications in their entirety and that the bid is made in accordance therewith, and;
- B. The bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
- C. The bidder will be held responsible for any and all discrepancies, errors, etc., in the discounts or rebates which are discovered during the contract term or up to and including three (3) fiscal years following the County's annual audit.

4. **Tax on Materials:**

In regard to any taxes applicable to this project, please acquire a copy of form ST-120.1 from the New York State Department of Taxation and Finance and follow accordingly. Tompkins County is tax exempt. Tax exempt certificates, if required, will be forwarded upon request.

5. **Incurred Expenses:**

This Request for Proposals does not commit the County of Tompkins to award a contract, nor shall the County of Tompkins be responsible for any cost or expense which may be incurred by the bidder in preparing and submitting the proposal, or any cost or expense incurred by the bidder prior to the execution of a contract.

6. **Contract(s):**

The successful bidder will be required to sign a Tompkins County contract. Tompkins County will not sign any company's service agreement, contract or any other form of agreement. Tompkins County reserves the right to extract certain language from a company's agreement and incorporate it into a Tompkins County contract if mutually agreeable.

7. **Non-Appropriation Clause:**

In accordance with New York State General Municipal Law, the County will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the County harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order. Issuance of a purchase order indicates that the County currently has set aside adequate funds to procure the goods or services indicated in the purchase order or the contract. Should it become necessary for the County to cancel a project or purchase after an order to proceed has been issued, the County will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

8. **Deviations:**

Deviations to the specifications are to be so noted and fully explained. Tompkins County reserves the right to accept any or all deviations if it proves to be in the best interest of the County.

9. **Workforce Diversity and Inclusion:**

Tompkins County government is committed to creating a diverse and fully inclusive workplace that strengthens our organization and enhances our ability to adapt to change by developing and maintaining:

- A. An organization-wide understanding and acceptance of the purpose and reasons for diversity;
- B. Recruitment and retention policies that assure a diverse workforce;
- C. A workplace environment that is welcoming and supportive of all;
- D. Awareness, understanding, and education regarding diversity issues;
- E. Zero tolerance for expressions of discrimination, bias, harassment, or negative stereotyping toward any person or group;
- F. A workforce ethic that embraces diversity and makes it the norm for all interactions, including delivery of services to the public.

10. All Bids, Request for Proposals and Request for Qualifications submitted to Tompkins County become the property of Tompkins County and are subject to Public Information Policy. Any confidential information, such as a company's financial status, if required by the specifications, shall be submitted in a separate sealed envelope with the word "CONFIDENTIAL" on the outside.

11. Corporate Compliance:

FEDERAL FUNDING COMPLIANCE. The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

Further, Contractor agrees to comply with the County's Compliance Plan regarding Federal and State fraud and abuse laws; the Compliance Plan can be reviewed at www.tompkins-co.org, or a copy can be obtained at Tompkins County Administration, 125 East Court Street, Ithaca, New York 14850.

Contractors that are providers of healthcare services certify that the Contractor, and all employees, directors, officers and subcontractors of the Contractor, are not "excluded individuals or entities" under Federal and/or New York State statutes, rules and regulations. The Contractor agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other website required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any of them are on or have been added to the exclusion list.

The Contractor shall promptly notify the County if any employee, director, officer or subcontractor is on or has been added to the exclusion list. The County reserves the right to immediately cancel this contract, at no penalty to the County, if any employee, director, officer or subcontractor is on or has been added to the exclusion list.

By submitting a bid, you are attesting to that fact that you and/or the provider, which you represent, have not been sanctioned nor excluded by any of the aforementioned entities.

12. Iranian Energy Sector Divestment:

- A. By submitting a bid, the Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:
 - (1) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to, the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - (2) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector of Iran.
- B. Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
- C. Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Proposals must certify and affirm the following under penalties of perjury:
 - (1) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b).
- D. Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (1) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in detail the reasons therefore. The County reserves the right, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
 - (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging any new investments in Iran; or
 - (2) The County of Tompkins has made a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the County of Tompkins would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

13. Contract Re-assignment:

The Contractor/Proposer shall not re-assign any portion of any contract that results from this bid without the express written consent of the County.

14. Living Wage:

- A. Tompkins County must consider the wage levels and benefits, particularly health care, provided by contractors when negotiating contracts, and to encourage the payment of livable wages whenever practical and reasonable.
- B. If contractor certifies on Attachment A that its employees directly providing services outlined in this contract are NOT paid a living wage, the department contract representative may have a conversation with contractor to understand the cost implications of achieving the living wage threshold, whether there are structural barriers impacting the ability to pay the living wage, plans to improve wages over time, generous fringe benefits, or other considerations that should be applied when addressing the question of whether it is practical or reasonable to meet the living wage threshold including the cost required to bring the contract to the living wage threshold.

ANTI-DISCRIMINATION CLAUSE

During the performance of this agreement, **the Contractor** hereby agrees as follows:

- (a) The **Contractor** will not discriminate against any employee or applicant for employment because of age, creed, race, color, sex, sexual orientation, gender identity, national origin, marital status, disability, military status, arrest record, conviction record, and domestic violence victim status. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) The **Contractor** will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (f) hereinafter called "non-discrimination clauses". If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with as written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
- (c) The **Contractor** will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's and local Tompkins County Laws against discrimination as the State Commission for Human Rights shall determine.
- (d) The **Contractor** will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
- (e) The **Contractor** will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- (f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

GENERAL CONDITIONS ACCEPTED BY:

Firm: _____

By: _____

Date: _____

Title: _____

INSURANCE BINDER

The undersigned agrees to Tompkins County's hold harmless/indemnification language. The undersigned also affirms that the insurance requirements have been discussed with the undersigned's insurance agent, that the cost of required insurance has been considered in the submitted bid price, and that a completed insurance certificate (or certification letter of coverage) has been submitted with the package. Project-specific insurance is acceptable. A certification letter of coverage is a letter from the undersigned's insurance agent stating that if awarded the contract, undersigned will be covered with sufficient insurance to meet the contract requirements.

Authorized Signature

Contractor’s Representation—Livable Wage Policy

Livable Wage Policy: By policy, Tompkins County must “consider the wage levels and benefits, particularly health care, provided by contractors when awarding bids or negotiating contracts, and to encourage the payment of livable wages whenever practical and reasonable.”

Paying the living wage rate to all employees directly involved in providing the contracted County service is not mandatory. However, the attainment of a broadly-applied living wage is a County goal and is therefore an important consideration applied by the County when reviewing contract proposals.

The Current Living Wage: The Living Wage in Tompkins County is computed by the Alternatives Federal Credit Union and is currently \$13.77 per hour if the employer contributes at least half the cost of an employee’s health insurance/benefit cost and \$14.34 per hour if the employer does not make such a contribution. The rate will be adjusted again in May 2017.

Requirement of All Contractors: As a part of its proposal or contract representations, a prospective service contractor must advise the County whether it will pay the AFCU livable wage rate to all Covered Employees directly involved in the provision of the contracted service, including employees of any subcontractor engaged to assist in providing the service.

Additionally, contractors are asked to estimate the number of employees who will be directly involved in the provision of the contracted service. If not all employees are going to be paid the Living Wage, contractors are asked to estimate how many full-time, and how many part-time, covered employees will NOT be paid the living wage.

Covered Employees include all full- and part-time employees, other than those Excluded Employees described below, who are directly involved in the provision of the contracted service, including employees of sub-contractors engaged to assist in providing the service.

Excluded Employees are:

- Employees under the age of 18
- Seasonal or temporary employees (90 days or less)
- Employees in a probationary status (90 days or less)
- Those employed in a sheltered or supported work environment
- Employees participating in a limited-duration (90 day) job training program
- Employees participating in an academic work-study or academic internship program
- Volunteers
- Employees participating in mandated welfare-to-work programs
- Employees paid pursuant to a collective bargaining agreement

Contractor’s Living Wage Representation

1. Approximately how many Covered Employees, including employees of any subcontractor involved in providing the service, will be involved in the provision of the contracted service? _____

2. Will all Covered Employees, including employees of any subcontractors directly involved in the provision of County services, be paid at least the living wage?

Yes No

3. If the answer is “No”, approximately how many covered employees will NOT be paid at the living wage?

Full-time _____ Part-time _____

Contractor Name: _____

If you answered “Yes” to the Living Wage Representation and are awarded the County contract, you will be expected to maintain all employees directly involved in the provision of services under this contract at or above the living wage as of the time of execution of the contract for the duration of the contract.

If you answered “No,” your response will be among the considerations applied by the County in making its contract award. As a part of contract negotiations, the County may request additional information from you regarding the basis of this response.

**COUNTY OF TOMPKINS
GENERAL CONDITIONS**

AFFIDAVIT OF NON-COLLUSION

NAME OF RESPONDER: _____ PHONE NO.: _____ FAX NO.: _____

BUSINESS ADDRESS: _____ EMAIL: _____

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of the proposal, or If not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his/her behalf and on behalf of my company.

I further attest that:

1. The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition with any other contractor, responder or potential bidder; and
2. Neither the price(s), nor the amount of this bid/proposal, have been disclosed to any other firm or person who is a responder or potential responder on this project, and will not be so disclosed prior to bid/proposal opening; and
3. No attempt has been made or will be made to solicit, cause or induce any company or person to refrain from responding to this RFB/RFP, or to submit a bid/proposal higher than the proposal of this company, or any intentionally high or non-competitive bid/proposal or other complementary proposal; and
4. The bid/proposal of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary proposal; and
5. My company has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other company or person, offerer, promised or paid cash of anything of any value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by a company or person to refrain from responding to this RFB/RFP or to submit a complementary bid/proposal on this project; and
6. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by and company or person, whether in connection with this or any project, in consideration for my company's submitting a complementary bid/proposal or agreeing to do so on this project; and
7. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval or submission of my company's proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion act or other conduct inconsistent with any statements and representations made in this affidavit.
8. **By submission of this proposal I certify that I have read, am familiar with, and will comply with any and all segments of these specifications.**

The person signing this proposal, under the penalties of perjury, affirms the truth thereof.

Signature & Company Position: _____

Print Name & Company Position: _____

Company Name: _____

Date Signed _____ Federal I.D. Number _____

Contractor shall indemnify, hold harmless and defend Tompkins County and its officers, employees, agents and elected officials from and against any and all claims and actions brought against Tompkins County and its officers, employees, agents and elected officials for injury or death to any person or persons or damage to property arising out of the performance of this contract by the Contractor, its employees, subcontractors or agents except all actions and claims arising out of the negligence of Tompkins County. The Contractor shall maintain the following minimum limits of insurance or as required by law, whichever is greater.

A.) Workers' Compensation and New York Disability

Workers' Compensation

Statutory coverage complying with NYS Workers' Compensation Law Section 57 General Municipal Law Section 125, Contractor must submit one of the following:

CE-200 - Certification of Attestation of Exemption form NYS Workers' Compensation and/or Disability Benefits Coverage available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>, **OR**

CE-105.2 - Certification of NYS Workers' Compensation Insurance (U-26.3 f or State Insurance Fund version), **OR**

SI-12 - Certificate of NYS Workers' Compensation Self Insurance, **OR**

GSI-105.2 - Certificate of NYS Workers' Compensation Group Self-Insurance Employers' Liability \$1,000,000

Disability Benefits Requirements

Statutory coverage complying with NYS Workers' Compensation Law Section 220 (8) under General Municipal Law Section 125, Contractor must submit one of the following:

CE-200 - Certification of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage, **OR**

DB120.1 - Certificate of Disability Benefits Insurance, **OR** DB155 - Certificate of Disability Self-Insurance

NOTE: Proof of NYS Workers' Compensation and NYS Disability Benefits must be provided on NYS forms as listed above (complete information available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp> or Bureau of Compliance at (866) 546-9322).

B.) Commercial General Liability including, contractual, independent contractors, products/completed operations

Each Occurrence	\$1,000,000
General Aggregate	2,000,000
Products/Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,000,000
Fire Damage Legal	50,000
Medical Expense	5,000

- **General Aggregate** shall apply separately to the project prescribed in the contract
- It is expressly understood and agreed by the Contractor that the insurance requirements specified above, contemplate the use of occurrence liability forms.
- Tompkins County and its officers, employees, agents and elected officials are to be included as **Additional Insured's on a primary and non contributory basis**

All insurance shall be written with insurance carriers licensed by the New York State Office of Financial Services and have a Best's rating of A XI or better. Proof of insurance shall be provided on the Accord Certificate of Insurance, Accord 25 (05/2010), or insurance company certificate. All Certificates shall contain a sixty (60) day notice of cancellation, non-renewal or material change to Tompkins County. All Certificates must be signed by a licensed agent or authorized representative of the insurance company. Broker signature is not acceptable. Certificates of Insurance shall be submitted with the signed contract.

Tompkins County Vendor Responsibility Questionnaire

VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR		<input type="checkbox"/> SUB-CONTRACTOR	
IDENTIFICATION NUMBER :		WEBSITE ADDRESS:	
VENDOR'S LEGAL BUSINESS NAME:		D/B/A – DOING BUISNESS AS: (if applicable)	
ADDRESS OF PRIMARY PLACE OF BUSINESS:		ADDRESS OF PRIMARY PLACE OF BUSINESS IN <i>NEW YORK STATE</i> (if different):	
TELEPHONE:		TELEPHONE:	
FAX:		FAX:	
AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE:			
NAME:			
TITLE:			
TELEPHONE:			
EMAIL:			
LIST ALL OF THE VENDOR'S PRINCIPLE OWNERS:			
NAME:		TITLE:	
NAME:		TITLE:	
A DETAILED EXPLANATION IS RQUIRED FOR EACH QUESTION ANSWERED WITH A "YES", AND MUST BE PROVIDED AS ANO ATTACHMENT TO THE COMPLETE QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. YOU MUST NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
<p>1. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN THOSE LISTED ABOVE? List all other business name(s), Federal Employer Identification Number(s) or D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.</p> <p style="text-align: center;"><input type="checkbox"/> YES <input type="checkbox"/> NO</p>			
<p>2. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:</p> <p>a) An elected or appointed public official or officer? <input type="checkbox"/> YES <input type="checkbox"/> NO <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.</i></p> <p>b) An officer of any political party organization in Tompkins County, whether paid or unpaid? <input type="checkbox"/> YES <input type="checkbox"/> NO <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i></p>			
<p>3. WITHIN THE PAST FIVE (5) YEARS HAS THE VENDOR, ANY INDIVIDUAL(S) SERVING IN A MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNER(S), OFFICER(S), MAJOR STOCKHOLDER(S), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p> <p>a) 1. Been suspended or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. Been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. Entered into an agreement to a voluntary exclusion from bidding/contracting; 4. Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state, or federal government contract; 5. Been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 6. Had a local, state, or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>b) Been indicted, convicted, received a judgment against them or a grant of immunity for any business related conducting constituting a crime under local, state or federal including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? <input type="checkbox"/> YES <input type="checkbox"/> NO</p>			

<p>c) Been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. Federal, state or local health laws, rules or regulations. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>4. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as “open” or “unsatisfied”. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>5. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) File any returns or pay any applicable federal, state or city taxes? Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>b) File returns or pay New York State unemployment insurance? Indicate the year(s) the vendor failed to file/pay the insurance and the current status of the liability. <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>c) Property Tax Indicate the year(s) the vendor failed to file. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>6. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR IT’S AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR IT’S AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate’s name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending, or have been closed. If closed, provide the date closed. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>7. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor’s current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor’s situation. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>8. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:</p> <p>a) Defaulted or been terminated on, or had its surety called upon to complete any contract (public or private) awarded; Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency. <input type="checkbox"/> YES <input type="checkbox"/> NO</p>

**TOMPKINS COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN#

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting Tompkins County in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about submitting vendor's business and operations;
- Understands that Tompkins County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Tompkins County Purchasing Division of any material changes to the vendor's responses.

Name of Business:

Signature of Owner _____

Address:

Printed Name of Signatory _____

City, State, Zip

Title _____

Sworn before me this _____ day of _____, 20____;

Notary Public

Printed Name

Signature

Date

BID/PROPOSAL SIGN-OFF SHEET

BID/PROPOSAL TITLE:

Please check off and sign for items below and submit this required sheet with your bid/proposal response; the bid/proposal may be rejected if the required documents are not included with the response.

	DONE	INITIALS
1. Bid/Proposal enclosed		
2. Non-Collusive Certificate enclosed		
3. Anti-Discrimination Clause enclosed		
4. Insurance Binder enclosed		
5. Vendor Responsibility Form enclosed		
6. Bidder Qualification Form enclosed		
7. Livable Wage Form enclosed		
8. Addenda (if issued) received		
List Addendum # and dates		

By signing below the respondent is certifying that:

1. All information provided herein is true and correct to the best of their knowledge.
2. The respondent has read and understands the specifications in their entirety and that the response is made in accordance therewith, and;
3. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
4. The respondent will be held responsible for any and all discrepancies, errors, etc. in the discounts or rebates which are discovered during the contract term or up to and including three (3) fiscal years following the County's annual audit.
5. The respondent agrees to all terms and conditions as provided within the specifications.

Name/Title of Authorized Person Submitting Bid

Firm or Corporation Making Bid

Address

Telephone

Fax

Email Address for Contact Person

(Remit to address (if different than above))

Signature of Authorized Person Submitting Bid