

<p align="center"><b>COUNTY OF ROCKLAND - DGS-PURCHASING</b></p> <p align="center">BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970</p> <p align="center">TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809</p>		PAGE: 1
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## REQUEST FOR PROPOSAL



**BID DISTRIBUTION - Important Notice** - The County of Rockland officially distributes bidding documents from the Purchasing Division Office or through the Empire State Purchasing Group Bid Notification System. Copies of bidding documents obtained from any other source are not considered official copies. Only those vendors who obtain bidding documents from either the Purchasing Division Office or the Regional Bid Notification System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Rockland County Purchasing Division or the Empire State Purchasing Group Bid Notification System it is recommended that you obtain an official copy. You may obtain an official copy by registering on the Empire State Purchasing Group Bid Notification System at [www.rcpurchasing.com](http://www.rcpurchasing.com).

### **REQUEST FOR PROPOSAL DEFINITION:**

*An RFP defines the situation or object for which the goods and or services are required, how they are expected to be used and/or problems that they are expected to address. Vendors are invited to propose solutions that will result in the satisfaction of the County's objectives in a cost-effective manner. The proposed solutions are evaluated against a predetermined set of criteria of which price may not be the primary consideration.*

**Closing date for the Request for Proposal is 3:00 pm, local time, on AUGUST 21, 2015.**

**Please make note that the United States Postal Service does not deliver directly to this facility, however, other overnight couriers DO deliver directly to our facility. It is recommended that proposals be submitted in advance, at least one day prior to the specified date and time to allow for a timely receipt. LATE PROPOSALS will NOT be considered.**

**Send a CLEARLY MARKED ORIGINAL AND NINE (9) COPIES of each proposal.**

**Please use the above RFP number on all correspondence.**

**For further information contact:**

**Paul J. Brennan, CPPO, Director of Purchasing**  
**Department of General Services – Purchasing Division**  
**50 Sanatorium Road, Building A, 2<sup>nd</sup> floor, Pomona, NY 10970**  
**Telephone: 845-364-3820 / Telefax: 845-364-3809**

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**THIS RFP IS IN THREE SECTIONS:**

- SECTION A – Requirements Section**
- SECTION B – Information Section**
- SECTION C – Forms**

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## SECTION A – REQUIREMENTS SECTION

### INTRODUCTION

#### COUNTY MISSION

*We shall serve the people of Rockland County well by providing needed services in a high quality, ethical, courteous, timely and cost effective manner.*

#### COUNTY OF ROCKLAND GOVERNMENT OVERVIEW

Rockland County, the smallest county (geographically) in New York State north of New York city, is a triangle in shape of about 176 square miles, 18 by 20 miles on its borders. It is situated on the west bank of the Hudson River, its geographical center 33 miles north of the Metropolitan Business district (NYC).

Rockland is part of a Multi-county region, which forms the New York Metropolitan Area. The County's population at 311,687 in 2010 represented a growth rate increase of 9% above 2000 population figures.

In accord with the governmental structure prevalent in New York State, local government powers are distributed to the county, towns and villages. The County has a 17-member legislature, elected County Executive and other Officials. Among the major County functions are consumer protection, special education, elections, health/social services, selected highways, manpower, parks, a sewer treatment plant and public transportation.

#### PROPOSAL PREPARATION AND SUBMISSION

All submissions must conform to the Vendor Response Format and all the Requirements as outlined in Section A - "Requirements Section". Proposers are cautioned to read the requirements carefully and follow the response format of this Request for Proposal as any deviation from the format and requirements listed, may be cause for rejection.

#### RECEIPT CONFIRMATION FORM

Upon receipt, fill out the attached Receipt Confirmation Form and fax it to the County. All subsequent information regarding this RFP will be directed only to those who return the form with an indication that they intend to submit a proposal.

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#### **CLOSING DATE**

A clearly marked original and all complete copies of each proposal must be received at 50 Sanatorium Road, Building A, 2<sup>nd</sup> Floor, Pomona, NY 10970 by 5:00 PM, local time on the date specified in the Summary of Key Information, Addressed to:

**Paul J. Brennan, CPPO**  
**Director of Purchasing**  
**Department of General Services – Purchasing Division**  
**50 Sanatorium Road, Building A, 2<sup>nd</sup> floor**  
**Pomona, NY 10970**  
**Telephone: 845-364-3820**  
**Telefax: 845-364-3809**

**PROPOSALS MUST BE CLEARLY MARKED WITH THE NAME AND ADDRESS OF THE PROPOSER AND THE RFP NUMBER ON THE ENVELOPE AND/BOX.**

**Proposers must conform to instructions given regarding proposal requirements as detailed in the Proposal Response and Organization Section.**

#### **AMERICANS WITH DISABILITIES**

“The County of Rockland is committed to full compliance with the Americans with Disabilities Act. To that end, the County is committed to creating an accessible environment for all. To request accommodations that you may require, please call Ann Marie Curley at (845) 364-3820. Please request these accommodations four (4) business days in advance so that we can seek to meet your needs.”

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## **TECHNICAL REQUIREMENTS**

### **PURPOSE**

The purpose of this RFP is to inform the private sector of a potential business opportunity to provide third party administration services for the Rockland County Workers' Compensation and NYS GML207C.

### **PROJECT BACKGROUND**

Rockland County intends for this Request for Proposal to result in the selection of one provider of claims processing services for the objectives detailed in the Statement of Objectives.

The County of Rockland previously let out a Request for Proposal in 2010 (RFP-RC-2010-015) resulted in the current five year contract that goes through to October 31, 2015.

### **STAFFING & PERSONNEL BIOGRAPHIES**

Personnel qualifications and experience should be detailed as part of the Technical Proposal. Include resumes for all personnel and subcontractors to be assigned to this project.

### **DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT / QUESTIONNAIRE**

The Supplier Responsibility Questionnaire Form - Section C shall be completed and included in each proposal submitted.

### **CERTIFICATION/LICENSE REQUIREMENTS**

- See Minimum Qualifications

### **LENGTH OF CONTRACT**

The contract will be for period of FIVE (5) years from contract finalization.

### **CONTRACT PRICE ADJUSTMENTS UPON RENEWAL**

The proposed rates shall remain firm through the first contract period with no wage adjustments allowed. If the County exercises any of the option years of the contract, Contractors may submit a request for adjustment on the yearly anniversary date of the contract. Any request for price adjustment(s) shall be submitted thirty (30) days in advance in writing to the Director of Purchasing. Any and all price adjustments will be limited to the percentage increase in the CPI Index – All Urban Consumers for the preceding 12 months. The County reserves the right to reject any request for price increase deemed excessive.

### **PROPOSAL EVALUATION**

Proposals will be evaluated in accordance with applicable County of Rockland procurement policies and procedures. Evaluation will be performed to determine the offeror's understanding of work to be performed, technical / capability approach, potential for completing the work as specified in the Statement of Objectives, cost reasonableness, the probable cost to the County, and ranking with competing offerors.

Award will be made to that responsible offeror(s), whose offer(s), conforming to this RFP, is (are) considered most advantageous to the County, considering the Evaluation Criteria in this Section.

Proposals will be evaluated considering motivation of the organization for being involved in the proposed effort, and the priority of the proposed effort relevant to other commitments.

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**Technical / Capability Response Evaluation Factors (30%)**

Proposals will be evaluated considering the extent of the offeror's understanding of the need(s) or problem(s) their services will address and the soundness and likelihood of success of the proposed effort in meeting the Committee's objectives.

Proposals will be evaluated on the offeror's knowledge of the technical and regulatory issues that will be addressed by the Capability Response section and the contractors proposed approach.

Proposals will be evaluated based on the soundness and completeness of proposed work plan.

Proposals will be evaluated considering the offeror's discussion of their method of meeting the Committee's objectives in terms of anticipated performance improvements and cost savings.

**Personnel Qualifications, Project Organization, Experience and Commitment Criteria 25%**

Proposals will be evaluated considering the offeror's technical and managerial experience, qualifications, and the availability of personnel who are proposed to work on the project; project organization and management structure; and prior experience in managing projects similar in type, technology, size and complexity.

**Past Performance Evaluation Factors (25%)**

Assessment of the offeror's past & present performance will be one means of evaluating the credibility of the offeror's proposal and the relative capability to meet performance requirements.

**Cost Criteria 20%**

Cost Proposals will be evaluated with respect to adequacy and reasonableness. This evaluation will include consideration of the probable cost to the County of doing business with each offeror; the possible growth in proposed costs during the course of the contract; the features of each offeror's work plan that could cause the estimate cost to vary; and evidence provided that support the cost(s) provided. If after the evaluation of technical proposals, two or more competing overall proposals are considered in the competitive range, the evaluated probable cost to the County may be a deciding factor for selection. That is, the highest technical proposal may not necessarily be selected when cost considerations are taken into account.

**PRE-PROPOSAL MEETING**

A pre-proposal meeting will be held at the time and in the location specified on the Summary of Key Information. Attendance may or may not be mandatory. A transcript of the questions and answers will be distributed, to all attendees and proposers who have returned the Receipt Confirmation Form. Verbal questions will be allowed at the meeting. However, questions of a complex nature, or questions where the proposer requires anonymity, should be forwarded in writing to the County prior to the meeting.

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## **VENDOR RESPONSE FORMAT FOR PRICING AND VALUE-ADDED INFORMATION**

The vendor will provide prices (in U.S. dollars) for the items/services listed. It is important that vendors outline features of their proposal, such as value-added product(s) and/or service(s) that would not normally be addressed in a pricing evaluation as they are of a non-monetary nature. Indicate volume discount levels if they apply to your product(s).

## **VALUE-ADDED CONSIDERATIONS**

Proposer to include any relevant services or products that will be provided to the County which is not priced in this proposal, but which enhance the acquisition process.

## **COMPANY PROFILE AND VENDOR INFORMATION:**

The following will be required in a company overview as part of proposer's proposal:

- Brief (one or two paragraphs) description of the vendor's business, its history and future plans
- Vendor Identification
- Corporate name
- Corporate address
- Telephone numbers
- Contact person(s)
- Vendor size
- Number of years in business
- Vendor Stability as indicated below
- Vendor Responsibility as indicated below

## **FINANCIAL STABILITY**

Proposal shall include the most recent certified business financial statements as of a date not earlier than the end of the Firm's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as the shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return and Pro-Forma (un-audited) Financial Statements for the last three (3) years will be accepted if certified financial statements are unavailable.

**RESPONSIBLE CONTRACTOR/CONSULTANT:** The County of Rockland retains the right to accept any and all offers and to determine what constitutes a "responsible Contractor/Consultant". Specific items, but not limited to, that may be considered in determining responsibility are:

- Financial information relative to the Contractor/Consultant
- Past performance of the Contractor/Consultant as it related to proposal
- Information relative to experience, reliability and competence as related to proposal
- A Contractor/Consultant's past or present criminal involvement or "corrupt conduct", including whether there are pending criminal investigations of or indictments against the Contractor/Consultant
- Willful violations of the prevailing wage provisions of the Labor Law as it related to proposal.
- Contractor may be required to provide additional information, after the proposal opening, to elicit relevant information as part of the evaluation process to determine responsible Contractor/Consultant.

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**FOREIGN NATIONALS**

Employers are required by Federal law to verify that all employees are legally entitled to work in the United States. Accordingly, the County of Rockland reserves the right to request legally mandated employer held documentation attesting to the same for each consultant assigned work under any contract awarded as a result of this solicitation. In accord with such laws, the County of Rockland does not discriminate against individuals on the basis of national origin or citizenship.



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## **PROPOSAL RESPONSE AND ORGANIZATION**

### **Organization/Number of Copies**

**Please submit ONE MARKED ORIGINAL AND NINE (9) copies of your proposal.**

The Offeror shall prepare the proposal as set forth below. The titles and contents of the section shall be as defined in this section. The titles and contents of the sections shall be as defined in this table, all of which shall be within the required page limits and with the number of copies as, specified in the General Requirements on page 1 of this RFP.

SECTION	SECTION TITLE	PAGE LIMIT
I	Executive Summary	5
II	Project Capability Technical Proposal	15
III	Cost/Price Proposal	2
IV	Contract Documentation	10
V	Relevant Past and Present Performance	10 per Prime and each Sub
Appendices	Sample Reports, etc.	As needed

This section of the RFP provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The offeror's proposal must include all data and information requested by the RFP and must be submitted in accordance with these instructions. The offer shall be compliant with the requirements as stated in the Statement of Objectives specified in the RFP. **Non-conformance with the instructions provided in the RFP may result in an unfavorable proposal evaluation.**

The proposal shall be clear, concise and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the County's requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. Offerors shall assume that the County has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the offeror's proposal.

**Page Limitations** – Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal and will be returned to the Offeror as soon as practicable. When both sides of a sheet display printed material, it shall be counted as 2 pages. The requested report examples can be provided as a separate appendix so they don't use up the Technical / Capability pages.

**Cost or Pricing Information** – All cost or pricing information shall be addressed **ONLY** in the Marked Original in the Cost/Price Proposal Section III. Cost trade-off information, work-hour estimates and material kinds and quantities may be used in other sections only as appropriate for presenting rationale for alternatives or design and trade-off decisions.

**Binding and Labeling** - All Sections of the proposal should be bound in a single three-ring loose leaf binder, with section tabs, which shall permit the proposal to lie flat when opened. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as to RFP title, solicitation number, copy number, and the offeror's name. The same identifying information should be placed on the spine of each binder. All "Trade Secret" or Classified binders shall be similarly marked with the addition of "Trade Secret Information" contained on the cover sheet.

**Trade Secret Information** - Where "Trade Secret" information is required in your response, it shall be provided as a classified supplement bound in a single classified addendum to Section 2 of the proposal. Each entry in the classified addendum shall be referenced to the proposal section, page number, and paragraph number to which it applies. Similarly, a reference shall be placed in the unclassified section where the classified insert applies, giving the page and paragraph numbers within the addendum where it can be found. Binding shall conform to the same directions as those given in this RFP for unclassified portions. Pages in the classified section will be included in the page count for the applicable section.

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Glossary of Abbreviations and Acronyms - Each section shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective sections. If no abbreviations and/or acronyms are used, then a Glossary is not required.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be no less than 11 point. Use at least 1-inch margins on the top and bottom and 3/4 inch side margins. Pages will be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans etc. These displays shall be uncomplicated, legible and shall not exceed 11 by 17 inches in size. Foldout pages shall fold entirely within the section, and count as a single page.

Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics; and not for pages of text.

**General Instructions**

Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired. Similarly, for oral presentations, elaborate productions are unnecessary and not desired.

The County will determine if and when Oral Presentations will be scheduled.

The County will retain one copy of all unsuccessful proposals. Unless the Offeror requests otherwise, the County will destroy extra copies of such unsuccessful proposals.

**General Information**

Point of Contact – The Director of Purchasing is the sole point of contact for this acquisition. Address any questions or concerns you may have to the Director of Purchasing. Written requests for clarification shall be sent to the Director of Purchasing at the address located in the cover page of this Request for Proposal.

Electronic Offerors - Electronic submission of Proposals is not permitted for this solicitation.

**Section I - Executive Summary**

In the executive summary, the offeror shall provide the following information:

Narrative Summary - A concise narrative summary of the entire proposal, including significant risks, and a highlight of any key or unique features, excluding cost/price. The salient features should tie in with the evaluation factors/subfactors identified. Any summary material presented here shall not be considered as meeting the requirements for any portions of other sections of the proposal. Include general information on the history and background of the company.

Table of Contents - A master table of contents of the entire proposal.

**Section II - Project Technical / Capability Response Section**

The Project Technical / Capability Response Section should be specific and complete. Legibility, clarity and coherence are very important. Using the instructions provided below, provide as specifically as possible the actual methodology you would use for accomplishing/satisfying the requirements specified in the County's Statement of Objectives. By your proposal submission, you are representing that your firm will perform all the requirements specified in the solicitation. It is not necessary or desirable to tell us that in your proposal. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

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Format and Specific Content - Technical / Capability Response. In this section address your proposed approach to meeting the requirements listed in the Statement of Objectives, as well as risks in your proposal in terms of project capability/performance, cost and/or schedule.

Address Proposal Risk by identifying those aspects of the proposal you consider involving cost and/or project capability risk. Provide rationale for each risk, including quantitative estimates of the impact on cost, schedule and performance. Describe the impact of each identified risk in terms of its potential to interfere with or prevent the successful accomplishment of the project goals and Statement of Objectives. Suggest a realistic "work-around" or risk mitigation for identified risks that will eliminate or reduce risk to an acceptable level. Identify any new risks introduced by such risk mitigation.

Personnel Qualifications and Experience should be detailed as part of the Technical / Capability Response. Include resumes for all personnel and subcontractors to be assigned to this project.

Address your firms' motivation for being involved in this project and the priority this project will be assigned relevant to other commitments.

Also include:

- Samples of reports that can be generated by the administrator;
- description of Cost containment strategies;
- Subcontractor arrangements that will be utilized to review medical bills appropriate fees and utilization;
- results of client surveys
- Availability and cost of on-line computer capabilities;

Master Schedule (MS) – The intent of this section is to obtain a functionally integrated understanding of the proposal in a way that provides the County confidence that the proposal is structured to be executable for the resources indicated. The Master Schedule is a detailed task and timing of the work effort in the SOW and is used as the primary tracking tool for technical and schedule status. The MS identifies all SOW events, accomplishments, criteria and the expected dates of each. These dates are based on a calendar date of **NOVEMBER 1, 2015** as the starting point and the logical flow of dates provided by calculating the duration of all tasks using typical schedule networking tools. The MS tasks will be directly traceable to the SOW and the WBS.

The Offeror shall provide a top level Master Schedule as part of the proposal submittal. The more detailed levels of the MS, as well as updates, will be submitted after contract award. The MS is intended as a tool for day-to-day tracking of the program/project. All tasks/activities in the MS should be logically linked together showing predecessor/successor relationships. The activities and tasks will be sufficient to account for the total proposed solution.

The Technical Proposal Section shall be organized to the following general outline:

- Table of Contents
- Technical Response to Statement of Objectives
- Statement of Work
- Work Breakdown Structure
- Master Schedule
- Potential Risks

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### Section III - Cost/Price Section

- **Cost/Price proposals** shall be submitted as detailed in Section 3 - Cost Proposal Requirements of this RFP. Only one copy of the Cost/Price proposal shall be submitted in the "Original Copy". Additional copies of the proposals shall not contain copies of the Cost/Price proposal.
- **Total Annual Cost Contract Proposal** - Based on claim history provided in the Statement of Objectives provide a Total Annual Contract Cost for the required services for the initial year of the Contract (11/2015-11/2016) and each of the FOUR (4) one year terms (11/2017 - 11/2020).
- **Separate Quotation for Run-Off Claims** -Provide a separate quotation for taking over the existing open claims based on the numbers provided in the Statement of Objectives.
- **Optional Unit or Menu Pricing** - Proposers may offer optional unit pricing for each of the services detailed in the Statement of Objectives. Include unit prices of the initial year of the contract and each of the additional one year terms. It is not mandatory that unit pricing be submitted. All proposals must offer a Total Annual Contract Price as detailed above. If offering optional unit pricing please detail which pricing method you would prefer and give the rational why.
- **Additional Costs** - Please detail any additional costs that are not included in your Total Annual Cost or Unit Pricing that was submitted.
- **Risk Management Consulting** - Hourly rates

### Section IV - Contract Documentation

The purpose of this section is to provide information to the County for preparing the contract document and supporting file. The offeror's proposal shall include:

Affidavit of Disclosure for Political Contributions –required by Local Law.

Affidavit of Business Dealings in Northern Ireland –required by Local Law.

Affirmative Action Plan Certification –required by Local Law.

Disclosure of Responsibility Statement.

Certification Of Compliance with the Iran Divestment Act

**Special Contract Requirements – Required Licenses or Certifications.** The Offeror shall include copies of any licenses and/or certifications that are required to perform any of the work required by this RFP. If no licenses and/or certifications are required, the Offeror is not required to make reference to this subsection.

**Exceptions to Terms and Conditions –** Exceptions taken to the terms and conditions of the sample contract, contract clauses, formal attachments or to other parts of the solicitation shall be identified. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost and specific requirements of the solicitation. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being removed from consideration for award.

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Authorized Offeror Personnel – Provide the name, title, telephone number and e-mail address of the company point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also identify those individuals authorized to negotiate with the County.

Company Address and Identifying Codes – Provide company/division's street address, Federal Identification Number, DUNS Code, and size of business. List all locations where work is to be performed and indicate whether such facility is a division, affiliate or subcontractor, and the percentage of work to be performed at each location.

Subcontracting Plan – If the Offeror intends on using subcontractors a Subcontracting Plan must be included in this section. The Subcontracting Plan shall include a detailed explanation of the work to be subcontracted and the percentage of that work to the total project for each proposed subcontractor. The County of Rockland reserves the right to approve or disapprove of any subcontracting plan.

**Section V - Relevant and Past Performance**

General – Each Offeror shall submit a past and present performance section with its proposal, containing past performance information for a minimum of five contracts similar in nature for Government entities in accordance with the format contained **in *The Past and Present Performance Information Form***. This information is also required on the Offeror and all subcontractors, teaming partners, and/or joint venture partners. Offerors are cautioned that the County will use data provided by each Offeror in this Section and data obtained from other sources in the evaluation of past and present performance.

Proposals shall detail prior experience in handling self-insured workers' compensation programs.

For each contract submitted as a past performance reference, the Offeror shall submit a client authorization letter, authorizing their client to release to the County information requested on the Offeror's past and present performance.

Note that the County generally will not consider performance on a newly awarded contract without a performance history or on an effort that concluded more than 3 years prior to this source selection.

Specific Content – Offerors are required to explain what aspects of the reference contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate. This may include a discussion of efforts accomplished by the Offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage risk. Merely having problems does not automatically equate to a little or no confidence rating, since problems encountered may have been on a more complex program, or an Offeror may have subsequently demonstrated the ability to overcome the problems encountered. The Offeror is required to clearly demonstrate management actions employed in overcoming problems and the effects of those actions, in terms of improvements achieved or problems rectified. This may allow the Offeror to be considered a higher confidence candidate.

Organizational Structure Change History – Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant present or past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination,

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include in this proposal a “roadmap” describing all such changes in the organization of your company. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation. Since the County intends to consider present and past performance information provided by other sources as well as that provided by the Offeror(s), your roadmap should be both specifically applicable to the efforts you identify and general enough to apply to efforts on which the County receives information from other sources.

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## **STATEMENT OF OBJECTIVES**

The County of Rockland is soliciting proposals on behalf of the Committee of the Rockland County Workers' Compensation Plan (the "Committee") from qualified firms with the intent of engaging a firm to provide third-party claims administration and loss control services for its self-funded workers' compensation and NYSGML 207c program.

The Rockland County Workers' Compensation Plan represents the following municipalities:

County of Rockland

(County of Rockland, Rockland Community College, Rockland County Sewer District No.1, collectively as the County of Rockland.)

Note: Summit Park Hospital and Nursing Care Center is currently in contract for sale by year end 2015  
Village of Sloatsburg \*TENTATIVELY WITHDRAWING 12/31/15

The self-audited gross payrolls excluding premium pay for overtime for the following periods were:

		Total Payroll 2010-2014		
	County (less Hospital)	Village of Sloatsburg	Hospital	Total
2010	\$173,004,896.16	\$925,777.74	\$29,691,340.50	\$203,622,014.40
2011	\$170,692,565.50	\$911,116.48	\$27,809,497.24	\$199,413,179.22
2012	\$164,403,658.78	\$900,843.61	\$26,713,461.46	\$192,017,963.85
2013	\$160,927,320.21	\$907,923.26	\$24,479,311.79	\$186,314,555.26
2014	\$160,820,806.01	\$897,349.51	\$24,689,859.05	\$186,408,014.57
		RCC	Total	
2010	\$150,506,635.19	\$22,498,260.97	\$173,004,896.16	
2011	\$137,087,03.60	\$33,604,661.90	\$170,692,565.50	
2012	\$131,884,138.37	\$32,519,520.41	\$164,403,658.78	
2013	\$128,178,876.22	\$32,748,443.99	\$160,927,320.21	
2014	\$127,400,377.09	\$33,420,428.92	\$160,820,806.01	

## **SCOPE OF SERVICE**

The Third Party Administrator hereinafter referred to as the "Contractor" shall be assigned claims by the County of Rockland. It will be the responsibility of the Contractor to provide, at a minimum, the following services:

### **General**

1. Provide training for supervisory personnel and insurance specialist(s) of the Program's participants who are responsible for the coordination of workers' compensation and NYSGML 207c activities.
2. Provide supervisory, administrative and adjustment services on claims as defined in this RFP, including advising the County with regard to actions, procedures, etc. that could result in controlling claims.
3. Shall provide dedicated claims and/service team for both Workers' Compensation and NYSGML 207c claims.
4. Shall provide a Special Investigate Unit (SIU) dedicated to the investigation and pursuit of fraudulent claims.

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5. Have the capability to successfully develop and administer an effective 'modified duty'/ return to work program.
6. Shall have a medical cost containment program and access to proven PPOs, PBM and Pharmacy networks
7. URAC certification for case management services preferred but not required
8. Place all appropriate carriers on notice of loss and conduct necessary investigations as requested by the carrier.  
The third party administrator must comply with the excess carrier's conditions with regarding to reporting claims.
9. Must have a fully imaged claim system with client access to view all log notes, documents and claim activity.
10. Maintain all files and records necessary for defense of claims and/or other litigation or proceeding (such as actions for subrogation). Aggressively pursue **all possibilities of subrogation, and/or recovery** on behalf of the County.
11. Have the ability to provide regular data feeds to the self insured's excess insurer that includes encounter data (physician billing coding, prescription information etc.) as a critical piece of predictive analytic models.
12. Maintain status reports on all pending claims and provide summary reports for loss, in an accurate and timely manner that will be approved by the County.
13. Develop procedures and reports as required by the County on hard copy and database.
14. Provide a toll free number for plan members and claimants to use.
15. Have the ability to produce and mail checks, and submit a check register on a weekly basis that will be sent to the County for an electronic fund transfer.

**PLAN DEVELOPMENT**

Work in cooperation with the County to develop policies, programs and procedures to efficiently and economically process and settle Workers' Compensation and NYDGML 207c claims. Provide such assistance as the County may require to implement its NYSGML 207c procedures including but not limited to those services described for Workers' Compensation cases.

**CLAIMS SERVICES**

1. Accept reports of claims through fax, 800 number, Internet or regular mail, as directed by the Committee.
2. Initiate 3-point contact with claimant, claimant's supervisor and treating physician(s) within 24 hours of receipt of claim notice.
3. Examine all claims submitted and create and maintain a complete file on each, including the setting of reserves or total estimated cost of the claim by expense area.
4. Conduct routine investigation and take appropriate measures to assure claim validity.
5. Review all claims to determine if additional investigations, such as surveillances, are necessary, assign and supervise that investigation and/or surveillance.
6. Conduct 'special investigation' as indicated by suspicious or potentially fraudulent claims. Assist and cooperate with external agencies on the reporting and pursuit of remedy as appropriate.



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7. Monitor the treatment programs recommended for claimants by the treating physicians, specialists and health care providers for appropriateness and compliance by reviewing all reports prepared by them and maintaining such contact with these providers as may be appropriate.
8. Take all steps necessary for the control of claims, including assignment of, coordination with and review of the efforts of medical / disability case management services.
9. Recommend and facilitate the availability of managed care partners, including but not limited to, MRI facilities committed to examining claimants within 72 hours of authorization.
10. Schedule independent medical exams as necessary.
11. Prepare and submit in a timely manner all forms, reports, filings and payments mandated by the State of New York or other governmental agencies to which the Plan may be subject.
12. Maintain electronic OSHA/PESH reporting logs and assist with reporting requirements.
13. Segment and maintain electronic records of WC claims that develop into workplace violence cases, and assist with electronic reporting requirements.
14. Recommend benefits if any that should be paid to claimant.
15. Properly review, audit and prepare checks for payment in a timely manner for medical, indemnity, loss use awards and miscellaneous expenses related to claims.
16. Make available to the Committee's representative's copies of all pertinent medical, legal and investigative reports, as requested.
17. Provide for appropriate notification to excess insurers as required by excess insurance policies.
18. Prepare and submit appropriate Section III Medicare reporting required.
19. Pursue all subrogation and other recovery opportunities.
20. Prepare files in a timely manner for hearings and legal defense, and arrange for representation at all Workers' Compensation Board hearings.
21. Utilize best practices and judgment in settling and denying claims and in setting claim reserves.
22. Shall participate / attend by personal representation all consortium meetings as required with mandatory attendance at quarterly stewardship meetings.
23. Advise the Committee concerning opportunities to reduce the frequency and severity of work-related injuries.
24. Provide loss information to the Committee by plan participant on a scheduled basis, e.g. monthly for the current contract year, quarterly for the previous contract year and semi-annually thereafter until all claims for the contract period are closed, and make loss data, including adjusters' notes, accessible on-line.
25. Assist the Committee with budgetary projections of the cost of the Program.
26. Comply with all applicable laws and regulations regarding the administration of Workers' Compensation benefits.
27. Participate in the coordination, control and global settlement process of 207C cases.
28. Take over the management of all open claims from the current contractor.

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**ROCKLAND COUNTY CLAIM COUNTS INCLUDING HOSPITAL STATUS BY FISCAL CLAIM  
 ACCIDENT DATES 01/01/10 TO 05/01/15**

CALENDAR YEAR	LT OPEN	LT CLOSED	TOTAL LT INCURRED	MED ONLY	RECORD ONLY	TOTALS
2010	11	74	\$3,843,138.00	216	25	326
2011	10	58	\$3,201,442.00	214	33	315
2012	25	52	\$3,857,052.00	179	23	279
2013	20	46	\$2,617,924.00	184	12	262
2014	45	25	\$1,955,574.00	159	26	255
2015	20	1	\$661,056.00	59	11	91
TOTALS	131	256	\$16,136,186	1,011	130	1,528

**HOSPITAL ONLY - CLAIM COUNTS AND STATUS BY FISCAL CLAIM YEAR  
 ACCIDENT DATES 01/01/10 TO 05/01/15**

CALENDAR YEAR	LT OPEN	LT CLOSED	TOTAL LT INCURRED	MED ONLY	RECORD ONLY	TOTALS
2010	4	31	\$1,337,090.00	95	0	130
2011	6	22	\$1,170,713.00	89	0	117
2012	12	18	\$1,407,269	76	0	106
2013	7	17	\$621,302.00	58	2	84
2014	21	10	\$559,257.00	67	2	100
2015	6		\$165,649.00	25	0	31
TOTALS	56	98	\$5,261,280.00	410	4	568

**207C ONLY - CLAIM COUNTS AND STATUS BY FISCAL CLAIM YEAR ACCIDENT DATES  
 01/01/10 TO 05/01/15**

CALENDAR YEAR	LT OPEN	LT CLOSED	TOTAL LT INCURRED	MED ONLY	RECORD ONLY	TOTALS
2010	2	8	\$1,022,105.00	18	4	32
2011	2	17	\$916,770.00	29	4	52
2012	3	8	\$292,699.00	16	3	30
2013	5	6	\$669,475.00	34	2	47
2014	11	8	\$472,966.00	30	0	49
2015	6	1	\$112,323.00	8	2	17
TOTALS	29	48	\$3,486,338.00	135	15	227

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**Permanent Partial Disability (PPD) ONLY - CLAIM COUNTS AND STATUS BY FISCAL CLAIM  
 ACCIDENT DATES 01/01/10 TO 05/01/15**

CALENDAR YEAR	LT OPEN	LT CLOSED	TOTAL LT INCURRED	MED ONLY	RECORD ONLY	TOTALS
2010	2	3	\$745,150.00	0	0	<b>5</b>
2011	1	1	\$355,501.00	0	0	<b>2</b>
2012	2	1	\$807,219	0	0	<b>3</b>
2013	0	1	\$16,287.00	0	0	<b>1</b>
2014	0	0	\$0	0	0	<b>0</b>
2015	0	0	0	0	0	<b>0</b>
<b>TOTALS</b>	<b>5</b>	<b>6</b>	<b>\$1,924,157.00</b>	<b>0</b>	<b>0</b>	<b>11</b>

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**CLAIM COUNTS AND STATUS BY FISCAL CLAIM YEAR –  
 ACCIDENT DATES 01/01/80 TO 05/01/15**

<b>Calendar Year</b>	<b>LT Open</b>	<b>LT Closed</b>	<b>Med Only</b>	<b>Record Only</b>	<b>Total</b>
1981	2	54	396	0	452
1982	3	62	330	0	395
1983	6	80	360	0	446
1984	2	78	261	0	341
1985	3	77	407	0	487
1986	0	73	384	0	457
1987	1	94	388	0	483
1988	2	96	431	0	529
1989	1	117	508	0	626
1990	3	118	576	0	697
1991	3	128	569	0	700
1992	3	102	616	0	721
1993	3	102	591	0	696
1994	3	95	649	0	747
1995	4	80	515	0	599
1996	1	73	538	0	612
1997	2	72	495	0	569
1998	2	93	443	0	538
1999	0	87	498	0	585
2000	0	87	459	0	546
2001	6	102	447	0	555
2002	5	72	426	0	503
2003	3	79	369	0	451
2004	1	58	338	0	397
2005	5	73	282	35	395
2006	2	72	276	23	373
2007	4	85	277	37	403
2008	5	75	263	24	367
2009	4	69	254	24	351
2010	11	74	216	25	326
2011	10	58	214	33	315
2012	25	52	179	23	279
2013	20	46	184	12	262
2014	45	25	159	26	255
2015	20	1	59	11	91
<b>TOTALS</b>	<b>210</b>	<b>2,709</b>	<b>13,357</b>	<b>273</b>	<b>16,549</b>

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### **REPORTING REQUIREMENTS**

The Contractor shall provide monthly loss statements by plan participant which contain the following data elements: claimant's name, claim number, claim type (WC or NYSGML 207c), date of incident, claim status (open, closed), amount paid by type of expense (medical, indemnity, other) and estimated total cost of claim by expense type. In addition, a monthly report detailing and summarizing all new claims received during the prior month. Have the ability to provide regular data feeds to the self insured's excess insurer that includes encounter data (physician billing coding, prescription information etc.) as a critical piece of predictive analytic models.

The Contractor shall provide an annual stewardship report with statistical analysis of results. The stewardship report should include information such as:

- Executive Summary
- Financials – Claims closure rates; subrogation / recovery results; reserve levels
- Pending Analysis – Number of open claims, reserves by policy year
- Risk Management Analysis – Valuable summary of information by department relative to frequency, loss trends, and severity

### **MINIMUM QUALIFICATIONS**

In order to be considered, Contractor must meet the following requirements:

- Licensed in the State of New York by the Workers Compensation Board as a Third Party Administrator. Proof of License must be submitted with Proposal.
- SAS 70 Level II certification required
- Audited Company financial required
- Ten years in business as a Third Party Administrator with significant experience in WC / NYSGML 207c plan management for municipal government or public entities.
- Proven ability to provide support services (e.g. a risk management information system and reports) demonstrated by references, exhibits, firm composition or other similar evaluation criteria
- Submission of at least five (5) references from current accounts (Relevant and Past Performance Forms), preferably with one comparable in size and nature to this project.

### **RISK CONTROL MANAGEMENT INFORMATION SYSTEM REQUIRED. RISK CONTROL SERVICES (INCLUDING CONSULTING HOURS, RISK ASSESSMENT AND ACCESS TO RISK CONTROL RESOURCES) REQUIRED.**

Awarded firm shall have the ability to provide in-depth consulting and analysis for Risk Control Services above and beyond the annual stewardship report on an as needed basis. The RFP response shall include hourly rates to be used for this purpose. Individual Scope of Objectives will be requested at time of service.

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## **SECTION B – INFORMATION SECTION**

### **TERMS AND CONDITIONS**

#### **INQUIRIES**

All inquiries related to this request for proposal are to be in writing to the County as noted on the Summary of Key Information. Information obtained from any other source is not official and may be inaccurate. Do not contact any other person involved. Inquiries and responses will be recorded and may be distributed to all proposers at the County's option.

#### **NOTIFICATION OF CHANGES**

All recipients of this request for proposal who have returned the Receipt Confirmation Form will be notified regarding any changes made to this document.

#### **CHANGES TO PROPOSAL WORDING**

No changes to wording of the proposal will be accepted after submission unless request by the County.

#### **FUNDING**

All County expenditures are subject to appropriation of funds. Therefore, the County reserves the right to discontinue the RFP process if funding is not available.

#### **OWNERSHIP OF PROPOSALS**

All responses to this request for proposal become the property of the County.

#### **PROPOSERS' EXPENSES**

Prospective proposers are solely responsible for their own expenses in preparing a proposal and subsequent negotiations with the County, if any.

#### **CONTRACT SOLUTION**

The County reserves the right to award a contract in part or in full, or not at all, on the basis of responses received.

#### **ACCEPTANCE OF PROPOSALS**

This RFP should not be construed as a contract to purchase goods or services. The County is not bound to accept the lowest price or any proposal of those submitted.

#### **LIABILITY OF ERRORS**

While the county has used considerable efforts to ensure an accurate representation of information in this RFP, all prospective proposers are urged to conduct their own investigations into the material facts and the County shall not be held liable or accountable for any error or omission in any part of this RFP.

#### **ACCEPTANCE OF TERMS**

All the terms and conditions of this RFP are deemed to be accepted by the proposers and incorporated in its proposal except those conditions and provisions that are expressly excluded by the proposal.

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**QUOTES FROM THE MARKETPLACE**

The County reserves the right to consider quotes from the marketplace from suppliers other than those invited to respond to this solicitation.

**PAYMENT HOLDBACK**

The County shall not pay the total contract price until the requirements outlined in this RFP have been met. Any holdback amount will be decided as part of the contract negotiations, or as specified in the RFP.

**FINANCIAL STABILITY**

The successful proposer must demonstrate financial stability and the County reserves the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting proposals.

**NEGOTIATION DELAY**

If any contract cannot be negotiated within thirty (30) days of notification to the designated proposer, the County may terminate negotiations with that proposer and negotiate a contract agreement with another proposer of its choice.

**SHORTLIST**

Unless there is a successful proposer based on the responses, the evaluation procedure will be to develop a shortlist based on the stated criteria. The shortlist of proposers may be asked to prepare a presentation and/or provide additional information prior to the final selection.

**DEBRIEFING**

Upon written request from an unsuccessful proposer, the Director of Purchasing will arrange for a debriefing session. The debriefing is not to be seen as an opportunity to challenge the decision. Once debriefing ends, the RFP process is finished and the RFP will not be discussed further with the proposer at any time.

**DISCREPANCIES**

If an Offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the Director of Purchasing in writing with supporting rationale. The Offeror is reminded that the County reserves the right to award this effort based on the initial proposal, as received, without discussion.

**SUBCONTRACTING**

Utilizing a subcontractor, who must be clearly identified, to remedy deficiencies in the prime proposer's product or service is acceptable. This also includes a joint submission by two proposers having no formal corporate links. However, in this case, one of these proposers must be prepared to take overall responsibility for successful interconnection of the two-product/service lines and this must be defined in the proposal. Subcontracting to any firm or individual involved in the preparation of this RFP will not be permitted.

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### **DEFINITION OF CONTRACT**

The County may at its option notify a proposer in writing that its proposal has been accepted and such acceptance shall at the County's option constitute the making of a formal contract for the services set out in the RFP. Alternatively, the subsequent full execution of a written contract shall constitute the making of a contract for services, and no proposer shall acquire any legal or equitable rights or privileges whatever relative to the services until the County has delivered either a signed notice in writing to the proposer or a fully executed written agreement to the proposer.

### **LABOR DISRUPTIONS**

Any contract resulting from this Request For Proposal process is subject to the right of the County to postpone acceptance of delivery and payment by the County in the event of any form of labor disruption.

### **CONTRACT ADMINISTRATOR**

A contract administrator will be assigned to oversee the contract awarded to the successful proposer. In addition, the successful proposer will be expected to name a counterpart project manager. The proposer's project manager will be responsible for providing scheduled status reports to the contract administrator or his designee.

### **COMPLIANCE WITH LAWS**

The contractor shall give all notices and obtain all the licenses and permits required to perform the work. The contractor shall comply with all the laws applicable to the work or the performance of the contract.

### **GOVERNING LAW**

This RFP and any contract entered into between the proposer and the County shall be governed by and in accordance with the laws of the State of New York and the United States of America.

### **AMENDMENTS TO BID**

Any verbal information obtained from or statements made by the Representative of the County of Rockland or his designee at the time of examination of the documents or site shall not be construed as, in any way, amending Contract documents. Only such corrections or addenda as are issued by the Director of Purchasing in writing to all Contractors shall become a part of the Contract. Any addendum issued during the time of bidding shall be included in bids and become a part of the Contract Agreement.

### **FAILURE TO PERFORM**

Should the Contractor fail to perform as required by the specifications, the county may cancel the order and/or contract. In such event, the County will assume no responsibility for, nor will it reimburse the Contractor for any expense or loss to the contractor because of such termination or cancellation. County will then purchase products/service on the open market and charge back the differences to defaulting vendor.



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### **COMPLIANCE WITH LAWS**

The Contractor shall comply with all the provisions of laws in the County of Rockland, the State of New York and of the United States of America which affect municipalities and municipal contracts, and provide at his expense, any and all permits, licenses and registrations required for the fulfillment of this agreement, and more particularly the Labor Law, the Immigration and Naturalization Laws and Regulation, the General Municipal Law, the Workers' Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, Rules and Regulation, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.

### **SOCIAL SECURITY TAXES**

The Contractor for the agreed consideration promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes. The Contractor further promises and agrees to indemnify and hold the owner harmless on account of any tax measured by the wages aforesaid of employees of the contractor assessed against the owner under authority of said law.

### **BUSINESS CORPORATION LAW**

At the time of the execution of this contract, the contractor shall submit a certified document from the Secretary of State of New York verifying the contractor is licensed to do business in the State of New York and is fully qualified under the Business Corporation Law, Article 13 - Section 1304.

### **CONFIDENTIALITY AND SECURITY**

This document or any portion thereof, may not be used for any purpose other than the submission of proposals.

The successful proposer must agree to maintain security standards consistent with security policy of the County. These include strict control of access to data and maintaining confidentiality of information gained while carrying out their duties. The successful proposer will be required to ensure that all personnel employed on the contract, who require access to County of Rockland information or facilities, meet the criteria for personal security clearance prescribed by the County.

Suppliers should be aware that pertinent facts relating to their proposals, excluding trade secrets or proprietary information, could potentially be released as soon as sixty (60) days after the selection of the successful supplier.

The County of Rockland is subject to New York State's Freedom of Information law (FOIL). Should your submission, to this RFP, contain "**trade secrets**", or other information that the disclosure of which could **reasonably be expected to be harmful to business interests**, you must insure that such information is clearly identified and marked as such. Identification must be specific by item or paragraph.

Marked information will be treated as **Confidential Third Party Information**. Should marked information be the subject of a request under FOIL, you may be requested either to consent to the request, or make representation explaining why the information should not be disclosed.

Unpublished information pertaining to the County or its customers obtained by the proposer as a result of participation in this project is confidential and must not be disclosed without written authorization from the County.

<p align="center"><b>COUNTY OF ROCKLAND - DGS-PURCHASING</b></p> <p align="center">BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970</p> <p align="center">TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809</p>		PAGE: 26
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## GENERAL

Subsequent to the submission of proposals, interviews and negotiations may be conducted with some of the proposers, but there shall be no obligation to receive further information, from any proposer.

Any or all proposals shall not necessarily be accepted. The County shall not be obligated in any manner to any proposer whatsoever until a written agreement has been duly executed relating to an approved proposal. The County reserves the right to modify the terms of the RFP at any time in its sole discretion.

Neither acceptance of a proposal nor execution of an agreement shall constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal or municipal statute, regulation or by-law.

### AWARD OF CONTRACT

**When award Occurs:** Award of contract occurs when a formal contract has been finalized or other evidence of acceptance by the County is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

**Award:** If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer conforming to the Request for Proposal will be most advantageous to the County as set forth in the Evaluation Criteria.

## PRICING

### FIRM PRICING

Prices quoted in the proposals shall be firm for a period of at least 120 days after the submission deadline.

### REQUEST FOR PROPOSAL DATES

All dates referenced in the specifications relative to the solicitation timeline are tentative and can be changed in the best interest of the County. The County reserves the right to modify the timeline of the RFP at any time in its sole discretion.

### CURRENCY AND TAXES

Prices are to be in U.S. dollars, duty and delivery FOB destination, freight prepaid and allowed. The County is exempt from all sales and use taxes.

### PAYMENT TERMS

The County's standard payment term is thirty (30) to sixty (60) days upon receipt of invoice after services are performed or goods delivered.

<p align="center"><b>COUNTY OF ROCKLAND - DGS-PURCHASING</b></p> <p align="center">BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970</p> <p align="center">TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809</p>		PAGE: 27
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## SUMMARY OF KEY INFORMATION

Interested proposers are advised to fax the enclosed Receipt Confirmation Form immediately to ensure that they receive further information with regard to this Request for Proposal.

**PRE-PROPOSAL MEETING:** A pre-proposal meeting has not been scheduled for this solicitation. Questions may be submitted in writing and will be responded to **AFTER August 4, 2015.**

Closing date for the Request for Proposal is 5:00 PM, local time, on **AUGUST 21, 2015.**

Send a clearly **MARKED ORIGINAL AND NINE (9)** copies of each proposal

Please use the above RFP number on all correspondence.

Responses to this RFP, and inquires concerning the RFP process and contractual conditions should be addressed as indicated below.

For further information contact:

**Paul J. Brennan, CPPO**  
**Director of Purchasing**  
**Department of General Services – Purchasing Division**  
**50 Sanatorium Road, Building A, 2<sup>nd</sup> floor**  
**Pomona, NY 10970**  
**Telephone: 845-364-3820**  
**Telefax: 845-364-3809**

Reference RFP number indicated above.

Information offered from sources other than the above is not official and may be inaccurate. Do not contact any other Departments or Agencies involved in this RFP.

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**INSURANCE: THE RFP NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES**

**INDEPENDENT CONTRACTOR:** The CORPORATION / CONTRACTOR/ AGENCY / CONSULTANT, is an independent contractor and covenants and agrees that it, its agents, servants and/or employees, will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of the COUNTY, and that it, its agents and employees will not make claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, Social Security Coverage or retirement membership or credit.

**ROCKLAND COUNTY'S INSURANCE REQUIREMENTS:**

**GENERAL LIABILITY:** Prior to commencing work, the CONTRACTOR or CONSULTANT shall, at its/his/her own cost and expense, procure and maintain insurance to cover his/her/its work, services, employees, agents and servants under the terms of the contract or purchase order which shall include, but not be limited to the coverage that **outlined below**. Insurance must be obtained from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Upon failure to furnish, deliver and maintain such insurance, the agreement, contract award or purchase order may be declared suspended, discontinued or terminated or canceled. If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the CONTRACTOR OR CONSULTANT shall upon notice to that effect from the County, promptly obtain a new policy and submit same with a certificate for approval by the County.

**Forced Placed Insurance.** If CONTRACTOR OR CONSULTANT does NOT provide the County of Rockland with evidence of the insurance coverage required by this Agreement, the County may purchase insurance (at Contractor's or Consultant's sole expense) to protect the County's interests. This insurance may, but need not, protect Contractor's or Consultant's interest. If the County purchases insurance under this Section, Contractor or Consultant will be responsible for the cost of that insurance, including interest and any other charges the County may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The cost of insurance under this Section may be more than the cost of insurance that Contractor or Consultant may be able to obtain on its own.

In relation to purchases that are not a result of a County Bid, RFP or Contract; Vendors who cannot provide the coverage limits on the attached matrix may provide the County with an ACORD Certificate detailing the coverage limits they currently have in place and the County will review such certificates on a case-by-case basis to determine if sufficient coverage is in place in relation to the perceived risks associated with the proposed purchase.

**COVERAGES**

An ACORD Certificate of Insurance will confirm that the required policies have been issued to the named insured; for the policy period indicated. The ACORD Certificate is to be provided to the County of Rockland within five (5) business days of notice of contract award or of notice of intent to issue a Purchase Order. Please NOTE: the Certificate of Insurance must be updated to give the County of Rockland immediate notice of the following:

1. Dilution of the limits of insurance shown on the Certificate of Insurance by more than 20% as a result of the payment of claims or expenses;
2. The downgrading of any insurer listed on the Certificate of Insurance by AM Best to less than an "A" rating;
3. The receipt, from any listed insurer, of a notice of cancellation before the expiration date thereof or non-renewal will be delivered in accordance with the policy provisions;
4. The receipt, from any listed insurer, of any failure of the named insured to comply with an insurance policy term or condition.

All Certificates of Insurance must be updated at least annually to remain valid.

The ACORD Certificate of Insurance shall contain a Description of Operations and include any exclusions or special provisions added by endorsement that in any way restrict coverage. The Contract Number and/or Purchase Order Number and the name of the department requiring the insurance should be stated under the description. The description shall also contain a statement to the effect that "The following are named as Additional Insured's under General Liability and (if required) Automobile Liability, Excess Umbrella Liability, and Professional Liability (if applicable) on a primary basis, and on the broadest form available through the listed insurers with respect to this Contract or Purchase Order: **The**

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**County of Rockland, its employees, elected officials and affiliated municipal entities.** The signing authorized representative warrants that the insurance carrier(s) have been informed of and accepted the County of Rockland as an additional insured.

**WORKERS COMPENSATION REQUIREMENTS UNDER WORKERS' COMPENSATION LAW §57:** The Vendor shall procure, pay for, and maintain during the entire term of the contract such insurance as will protect both the owner and the vendor from claims under worker's compensation acts and amendments thereto and from any other claims for property damage and for personal injury including death, which may arise from operations under this contract, whether such operations by the Vendor or by any other party directly or indirectly employed by the Vendor. Vendors shall provide copies of the required certificate to the County of Rockland within five (5) business days of notice of contract award or of notice of intent to issue a Purchase Order.

To comply with coverage provisions of the Workers' Compensation Law ("WCL"), businesses must:

- A. Be legally exempt from obtaining workers' compensation insurance coverage; or
- B. Obtain such coverage from insurance carriers; or
- C. Be a Board-approved self-insured employer or participate in an authorized group self-insurance plan.

The Contractor must prove that they are in compliance with §57 of the Workers Compensation Law (WCL) by providing ONE of the following forms indicating that they are:

- **Insured Form C-105.2 or U-26.3** – (All private insurance carriers and their licensed insurance agents are authorized to use the Form C-105.2 as their Certificate of NYS Worker's Comp Insurance. The State Insurance Fund uses the U-26.3 form as its Certificate of Workers Compensation Insurance). Upon obtaining a permit, license or contract from a government agency Employers must obtain this form from their private insurance carrier. Carriers and their licensed agents may contact the Board's [Bureau of Compliance](#) to obtain this form.
- **Self-Insured Form SI-12** – Certificate of Worker's Compensation Self-Insurance or Form GSI-105.2 Certificate of Participation in Worker's Compensation Group Self-Insurance). Upon obtaining a permit, license or contract from a government agency. Board-approved self-insurers must obtain this form from Board's Self-Insurance Office.
- **Exempt Form CE-200** – Certificate of Attestation of Exemption From NYS Worker's Compensation Insurance) (Effective 12/1/08) Applicants for permits, licenses or contracts from State, county or municipal agencies in New York State that are not required to carry NYS workers' compensation and/or disability benefits insurance coverage. These exemption forms can ONLY be used to attest to a government entity that an applicant requesting a permit, license or contract from that government entity is not required to carry NYS workers' compensation and/or disability benefits insurance.

The Vendor will send the appropriate forms to the Purchasing Division within five (5) business days of notification of contract award. All correspondence shall contain the Solicitation Number and Title.

**DISABILITY BENEFITS REQUIREMENTS UNDER WORKERS' COMPENSATION LAW §220(8):**

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- A. Be legally exempt from obtaining disability benefits insurance coverage; or
- B. Obtain such coverage from insurance carriers; or
- C. Be a Board-approved self-insured employer.

The Vendor must prove that they are in compliance with Section 220(8) of the Workers Compensation Law (WCL) by providing ONE of the following forms indicating that they are:

- **Insured Form DB-120.1** – Certificate of Disability Benefits Insurance (the businesses insurance carrier will send this form to the County upon request).
- **Self-Insured Form DB-155** – Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).

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- **Exempt Form CE-200** – Certificate of Attestation of Exemption from NYS Worker's Compensation and/or Disability Benefits Coverage.

The Vendor will send the appropriate forms to the Purchasing Division within five (5) business days of notification of contract award. All correspondence shall contain the Solicitation Number and Title.

**Please note that ACORD forms are NOT acceptable proof of New York State Workers Compensation or Disability benefits insurance coverage.**

NY State Department of Labor requirements for Workmen's Compensation and Disability forms. Online address:  
<http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>

**EMPLOYERS LIABILITY** with minimum statutory requirements

**COMMERCIAL GENERAL LIABILITY INSURANCE** with a minimum limit of liability per occurrence of \$1,000,000/\$2,000,000 aggregate for bodily injury and \$100,000 for property damage or a combined single limit of \$2,000,000 (c.s.1), naming the County of Rockland as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.

**AUTOMOBILE LIABILITY INSURANCE** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$2,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

**PROFESSIONAL LIABILITY** The Consultant shall provide proof of such insurance. (Limits of \$5,000,000 per occurrence/\$5,000,000 aggregate).

**UMBRELLA/EXCESS LIABILITY** The Consultant shall provide proof of such insurance. (Limits of \$10,000,000 per occurrence/\$10,000,000 aggregate).

**All policies of the Contractor or Consultant shall be endorsed to contain the following clauses:**

(a) Insurers shall have no right to recovery or subrogation against the County of Rockland (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Rockland is named as an insured, shall not apply to the County of Rockland.

**All contractual insurance requirements in any contract between the Contractor or Consultant and the County shall contain the following clauses:**

(a) The insurance companies issuing the policy or policies shall have no recourse against the County of Rockland (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(b) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor or Consultant.

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**FIDELITY BOND**

The successful proposer shall be required to provide a fidelity (surety) bond in the amount of Ten Million dollars (\$10,000,000) to insure against criminal conduct and fraud by the proposer or any of its employees, under the terms and conditions of the contract negotiated between the successful proposer and the State. Any fidelity bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a New York domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in New York or owned by New York residents and is licensed to write surety bonds.

No surety or insurance company shall write a fidelity bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a New York domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

The fidelity bond is to be provided within 10 working days from request. Failure to provide within the time specified may cause your offer to be rejected.

In addition, any fidelity bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the state of New York.

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	VENDOR CLASSIFICATION  CHECK APPROPRIATE BOX	Janitorial Services  <input type="checkbox"/>	Lease/Use of Facilities or Ground / Prop to Others  <input type="checkbox"/>	Contracted Services  <input type="checkbox"/>	Consultant Services  <input type="checkbox"/>	Licensed Professional Consultant Services – Legal, Accounting, A/E, Medical. Etc. <input checked="" type="checkbox"/>	Capital (New) Construction Projects –Buildings, Roads, Water Treatment  <input type="checkbox"/>
	Type of Insurance						
A	Commercial General Liability (CGL) Each Occurrence						(1)
	General Liability	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Personal & Adv Injury	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Med. Expense Any One Person	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
	Damage to Rented Premises	\$50,000	\$50,000	\$50,000	\$50,000	\$100,000	\$50,000
	General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
	Products-Comp / Op Aggregate	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
B	Auto Liability – Incl BI and PD (AL)	(2)	(2)	(2)	(2)	(2)	(2)
	Combined Single Limit per accident						
	Any Auto	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	Or						
	All Owned	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	All Hired	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
	All Non-Owned	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
C	Excess / Umbrella Liability						
	Each Occurrence	\$1,000,000	\$1,000,000	XXXXX	XXXXX	\$10,000,000	\$5,000,000
	Aggregate	\$1,000,000	\$1,000,000	XXXXX	XXXXX	\$10,000,000	\$5,000,000
D	Workers Compensation and Employers Liability	(3)	(3)	(3)	(3)	(3)	(3)
	Each Employee	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
	Each Accident	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
E	Disability Benefits	(3)	(3)	(3)	(3)	(3)	(3)
	Each Employee	Statutory	Statutory	Statutory	Statutory	Statutory	Statutory
F	Other-Professional Liability or errors and Omissions or Malpractice				(4)	(4)	
	Per Claim / Occurrence				\$1,000,000	\$5,000,000	
Opt	Owners and Contractors Protection						
	Each Occurrence						\$1,000,000
	Aggregate						\$2,000,000
*	All Other Insurance as Required by Law						
	Rockland County to be named as Additional Insured on these coverage's	GL-AL	GL-AL	GL-AL	GL-AL	GL-AL	GL-AL

**Cont'd on next page**



<p align="center"><b>COUNTY OF ROCKLAND - DGS-PURCHASING</b></p> <p align="center">BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970</p> <p align="center">TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809</p>		<p><b>PAGE: 33</b></p>
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(1) An ACORD form is NOT acceptable proof of NYS Workers Compensation (WC) or Disability Benefits (DBL) Insurance coverage. For WC, secure form C-105.2 or U-26.3. For DBL, secure form DB.120.

Workers Compensation/Employers Liability, and NYS Disability are not required of: a) a business that is owned by one individual, is not a corporation, and does not have any other employees, b) a self-employed individual, c) an out of state employer with no NYS employees. IN EACH CASE, the employer must file Form CE-200, Certificate of Attestation of Exemption, with the NYS Workers Compensation Board certifying that they are not required to obtain NYS specific Workers Compensation Insurance or NYS statutory Disability Benefits.

(2) A consultant is someone who gives expert or professional advice. Consultants are ordinarily hired on an independent contractor basis. Therefore, the County is not liable to others for the acts or omissions of the consultant. A consultant is an individual who possesses special knowledge or skills and provides that expertise the County for a fee. Consultants help find and implement solutions to a wide variety of problems, including those related to business, marketing, manufacturing, strategy, organization structure, environmental compliance, health and safety, technology, and communications. Some consultants are self-employed, independent contractors who offer specialized skills in a certain field; other consultants work for large consulting firms, that offer expertise in a wide range of business areas; and still other consultants hail from academia. Specialists in various professional fields that work with the general public and have greater than average expertise in particular areas, for example lawyers, doctors, pharmacists and insurance agents, require additional coverage for someone who is injured as a result of their negligent acts or omissions. Therefore, Professional Liability Insurance is required if commercially available for your profession.

**SAMPLE ACORD CERTIFICATES:** Sample ACORD Certificates detailing the required insurance coverage are included in each Invitation to Bid or Request for Proposal. These are provided as for informational purposes only to County Vendors and their Insurance Brokers to assist you in obtaining the correct insurance required for County contracts. Please note that the attached certificates reflect the standard types and limits of insurance the County requires most often. The requirements of each proposal may differ in which case the proposal's specific requirements shall prevail. Please review the insurance requirements of your proposal carefully with your broker.

Exceptions: The limits shown in the matrix and samples will generally be required for service providers involved in low-risk activities. Higher limits may be required for service providers performing potentially high-risk activities.

<p align="center"><b>COUNTY OF ROCKLAND - DGS-PURCHASING</b></p> <p align="center">BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970</p> <p align="center">TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809</p>		PAGE: 34
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## SAMPLE CONTRACT

**Federal ID #** \_\_\_\_\_

### CONSULTANT AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 201 , by and between the **COUNTY OF ROCKLAND**, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter referred to as "**COUNTY**," and \_\_\_\_\_ with offices located at \_\_\_\_\_ hereinafter referred to as "**CONSULTANT**," in the manner following:

### W I T N E S S E T H :

WHEREAS, **COUNTY** is desirous of entering into an agreement with **CONSULTANT** for \_\_\_\_\_ and

WHEREAS, the Rockland County Charter, Article III, Section 3.02(u) authorizes the County Executive to execute this agreement, and

WHEREAS, by Resolution No. \_\_\_\_\_, the Legislature of Rockland County authorized this agreement by appropriating the necessary funds for the services of **CONSULTANT** for the period hereinafter stated,

WHEREAS, **CONSULTANT** has the skills, experience, expertise and independence necessary to provide **COUNTY** with the services contracted for,

NOW THEREFORE, the parties hereto, in consideration of the covenants, agreements, terms and conditions herein contained, do agree as follows:

1. **SERVICES:** **CONSULTANT**, shall render and perform \_\_\_\_\_ services for and to **COUNTY**. **CONSULTANT** represents and warrants to **COUNTY** that it, and its employees, agents and servants possess all the skills, experience, expertise and independence to render these services to **COUNTY**.
2. **TERM:** **CONSULTANT** services to be performed under this agreement shall be for the time period of \_\_\_\_\_
3. **PAYMENT:** The **COUNTY** agrees to pay **CONSULTANT** and **CONSULTANT** agrees to accept a maximum sum not to exceed (\$ \_\_\_\_\_), as its entire fee as compensation for **CONSULTANT**'s services rendered under this agreement. **CONSULTANT** shall not be entitled to any payment or monies unless **CONSULTANT**'s services as set forth herein are acceptable to **COUNTY**. All out-of-pocket and other expenses incurred by **CONSULTANT** in connection with the performance of services under this agreement shall be borne solely by **CONSULTANT**. To request payment, **CONSULTANT** shall submit to **COUNTY** \_\_\_\_\_, a properly completed voucher form.
4. **INDEPENDENT CONTRACTOR:** **CONSULTANT** is an independent contractor and covenants and agrees that it, its agents, servants and/or employees, will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of **COUNTY**, and that it, its agents and employees will not make claim, demand or application to or for any right or privilege applicable to an officer or employee of **COUNTY** including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.

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5. **INSURANCE REQUIREMENTS:** **CONSULTANT** shall, at its/his/her own cost and expense, procure and maintain insurance to cover his/her/its work, services, employees, agents and servants under the terms of this agreement which shall include, but not be limited to:

- a. Commercial General Liability Insurance in a minimal amount of one million dollars, combined single limit (CSL) with two million dollars excess of one million dollars;
- b. Worker's Compensation;
- c. Disability Insurance;
- d. all other insurance required by law.

When **CONSULTANT** signs and returns this agreement, **CONSULTANT** shall provide **COUNTY Department of Law** with a policy endorsement showing the above-required insurance. **COUNTY OF ROCKLAND** shall be named as an additional insured on general liability insurance policies and policy endorsements and the policies and policy endorsements shall provide that the insurance shall not be cancelled or terminated without thirty- (30) days prior written notice to **COUNTY**. Unless and until **CONSULTANT** obtains such insurance and provides a policy endorsement to **COUNTY**, this agreement shall not be effective and no monies shall be paid or given to **CONSULTANT**.

6. **INJURY, PROPERTY DAMAGE:** **CONSULTANT** shall be responsible for all damages and/or injury to life and property due to, or resulting from, the activities or omissions of **CONSULTANT**, its agents or employees in connection with its work, activities or services under this agreement. **CONSULTANT** represents and warrants that its agents and employees possess the experience, knowledge, skills and independence necessary for the work/services to be performed in connection with this agreement.

7. **INDEMNIFY AND HOLD HARMLESS:** **CONSULTANT** agrees to protect, indemnify and hold harmless **COUNTY** and its respective officers, employees and agents from and against all claims, actions and suits and will defend the **COUNTY** and its respective officers, employees and agents, at its own cost and at no cost to the **COUNTY**, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the activities or omissions of **CONSULTANT**. These indemnification provisions are for the protection of the **COUNTY** and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

8. **FINANCIAL RECORDS/AUDIT:** **CONSULTANT** shall maintain records of all its financial transactions, including all expenses and disbursements that relate to this agreement. Such records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or **COUNTY** record-keeping requirements, and each transaction shall be documented. Such records shall be made available to **COUNTY** for inspection or audit upon request. No compensation or fee for services will be due **CONSULTANT** unless or until financial statements have been filed with the Rockland County Department of Finance, if and when required by County Finance Department.

9. **FUNDING/RESERVATION OF RIGHTS:** **COUNTY** monies provided to **CONSULTANT** pursuant to this agreement, may be based upon and/or subject to funding statements, or actual funds provided to **COUNTY**, from New York State or the Federal Government, either directly or by reimbursement; in such case **COUNTY** retains the right and discretion to adjust payments of **COUNTY** funds to **CONSULTANT**, based on the actual amounts **COUNTY** receives or is to receive from New York State or Federal Government.

10. **LIABILITY ONLY FOR MONIES BUDGETED:** This agreement shall be deemed executory to the extent of the monies appropriated in **COUNTY's** current budget for the purposes of this agreement and no liability shall be incurred by **COUNTY**, or any department, beyond the monies budgeted and available for this purpose. The agreement is not a general obligation of the **COUNTY**. Neither the full faith and credit nor the taxing power of the **COUNTY** are pledged to the payment of any amount due or to become due under this agreement. It is understood that neither this agreement nor any representation by any **COUNTY** employee or officer creates any obligation to appropriate or make monies available for the purpose of the agreement. This agreement shall not be effective unless the monies to be paid hereunder by the **COUNTY** are appropriated in the County budget.

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11. NO ASSIGNMENT: **CONSULTANT** shall not assign, sublet or transfer or otherwise dispose of its interest in this agreement without the prior written consent of the **COUNTY**.

12. LAWS OF THE STATE OF NEW YORK: This agreement shall be governed by the Laws of the State of New York.

13. LABOR LAW AND EXECUTIVE LAW: **CONSULTANT** shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions, if required by law, and with Article 15 of the Executive Law of the State of New York relating to unlawful discriminatory practices insofar as the provisions are applicable to the work and/or services to be performed under this agreement.

14. LOCAL LAWS AND RESOLUTIONS: **CONSULTANT** shall comply with all local laws and resolutions of the Legislature of Rockland County, including, but not limited to, filing of Disclosure Statements and Affirmative Action Plans, if required by law or resolution.

15. APPROVAL OF FEDERAL, STATE AND LOCAL AGENCY: Notwithstanding any other provisions of this agreement, **COUNTY** shall not be liable for any payment or compensation to **CONSULTANT** until the services rendered by **CONSULTANT** under this agreement meet the approval and standards of any other Federal, State or local agency, authority, commission or body, which has jurisdiction over the services to be rendered under this agreement which provides funding in whole or in part for the services provided under this agreement.

16. COMPLY WITH AMERICANS WITH DISABILITIES ACT OF 1990: **CONSULTANT** agrees to comply with the provisions of the Americans With Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation and telecommunications.

17. TERMINATION/AMENDMENT: This agreement may be terminated or amended on at least thirty (30) days written notice by **COUNTY**.

18. ENTIRE AGREEMENT/NO MODIFICATION: This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. It may not be modified except by a writing signed by the parties.

<p align="center"><b>COUNTY OF ROCKLAND - DGS-PURCHASING</b></p> <p align="center">BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970</p> <p align="center">TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809</p>		<p><b>PAGE: 37</b></p>
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## SECTION C – FORMS

### Receipt Confirmation Form

**PLEASE COMPLETE AND RETURN THIS CONFIRMATION FORM  
WITHIN 5 WORKING DAYS OF RECEIVING BID PACKAGE TO:**

PAUL J. BRENNAN, CPPO  
 Director of Purchasing, Department of General Services  
 County of Rockland  
 Sanatorium Road, Bldg. A, Pomona, NY 10970  
 Tele. (845) 364-3820   **Fax:** (845) 364-3809

**Failure to return this form may result in no further communication or addenda regarding this Bid.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **EXT:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

Email: \_\_\_\_\_

I have received a copy of the above noted BID.

\_\_\_\_\_ We will be submitting a Bid

\_\_\_\_\_ We will NOT be submitting a Bid – **(please indicate reason)**

\_\_\_\_\_  
 \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

If a bidders meeting has been arranged for this Bid, please indicate if you plan to attend:    Yes / No



<b>COUNTY OF ROCKLAND - DGS-PURCHASING</b> BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809		<b>PAGE: 39</b>
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**AFFIDAVIT OF DISCLOSURE OF POLITICAL CONTRIBUTIONS  
PURSUANT TO CHAPTER 323 OF THE ROCKLAND COUNTY CODE**

STATE OF NEW YORK)

: ss:

COUNTY OF ROCKLAND)

NAME OF REPORTING ENTITY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ TELEFAX NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

THE REPORTING ENTITY IS (Check one of the following):

\_\_\_\_\_ AN INDIVIDUAL      \_\_\_\_\_ A PARTNERSHIP      \_\_\_\_\_ A CORPORATION

THE REPORTING ENTITY: (Check One)

\_\_\_\_\_ Will enter into a contract with the County of Rockland which did/did not result from public bidding in excess of Ten Thousand Dollars (\$10,000.00) this calendar year.

\_\_\_\_\_ Is currently under a contract with the County of Rockland in excess of Ten Thousand Dollars (\$10,000.00).

THE REPORTING ENTITY, ITS MEMBERS, DIRECTORS, POLICY MAKING OFFICERS, OR MAJORITY SHAREHOLDERS, HAVE DIRECTLY OR INDIRECTLY MADE THE FOLLOWING CONTRIBUTIONS TO THE PERSONS OR ORGANIZATIONS LISTED BELOW. (PLEASE LIST ALL CONTRIBUTIONS HAVING A VALUE IN EXCESS OF TWO HUNDRED DOLLARS (\$200.00) PER YEAR MADE TO ANY POLITICAL PARTY OR ANY INDIVIDUAL OR ANY COMMITTEE FOR AN INDIVIDUAL RUNNING FOR PUBLIC OFFICE IN ROCKLAND COUNTY OR IN A DISTRICT IN WHICH ROCKLAND COUNTY IS LOCATED, FOR A PERIOD OF THREE (3) YEARS PRIOR TO THE DATE OF THIS AFFIDAVIT.):

**NOTE: PLEASE ANSWER “NONE” OR LIST EACH CONTRIBUTION SEPARATELY.**

(Use additional sheets if necessary)

NAME OF CONTRIBUTOR	RELATIONSHIP TO REPORTING ENTITY	CONTRIBUTION MADE TO	DATE OF CONTRIBUTION OF	VALUE & NATURE OF CONTRIBUTION

I am the \_\_\_\_\_ (Title or Office) of the reporting entity listed above.

I make this affirmation based upon my personal review of the books and records of the reporting entity. All of the foregoing information is true to the best of my knowledge, after inquiry. I make these statements under penalty or perjury.

SIGNATURE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

SWORN to before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary public

**THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL**

**TITLE:** Worker's Compensation and NYSGML 207C  
Claims Administration

**RFP NUMBER:**  
RFP-RC-2015-017

**CERTIFICATION REGARDING AFFIRMATIVE ACTION PLAN  
AND  
BUSINESS DEALINGS IN NORTHERN IRELAND**

State of New York)

:SS

County of Rockland

**AFFIRMATIVE ACTION PLAN**

I, \_\_\_\_\_ being duly sworn, deposes and says that he/she is the \_\_\_\_\_  
of the \_\_\_\_\_ Corporation. I and/or the corporation (DO) (DO NOT) employ fifteen (15)  
(Circle One)  
employees and I (TRANSACT) (DO NOT TRANSACT) a minimum of \$50,000 per annum business with the County of Rockland.  
(Circle One)

Based on the above information, If either the Corporation or I is transacting business greater than \$50,000 annually, a copy of the corporations Affirmative Action Plan is attached to this RFP submittal

**BUSINESS DEALINGS IN NORTHERN IRELAND – MACBRIDE PRINCIPLES**

In accordance with Article 5 of the County of Rockland Procurement Policy, the proposer, by submission of this proposal certifies that it or any individual or legal entity in which the proposer holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the proposer, either: (answer yes or no to one or both of the following, as applicable).

(1) has business operations in Northern Ireland: Yes\_\_\_\_\_ No\_\_\_\_\_ if yes;

(2) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to the nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their companies with such Principles.

Yes\_\_\_\_\_ No\_\_\_\_\_

\_\_\_\_\_  
SIGNED

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_\_

Notary Public: \_\_\_\_\_

**THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL**



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**PAST & PRESENT PERFORMANCE INFORMATION FORM**

Provide the information requested in this form for each contract/program being described as a reference. Provide frank, concise comments regarding your performance on the contracts you identify. Provide a separate completed form for each contract/program submitted. Limit the number of past efforts submitted and the length of each submission to the limitations, if any, set forth in specifications.

A. Offeror Name (Company/Division): \_\_\_\_\_

B. Contract Name/Title: \_\_\_\_\_

C. Contract Specifics:

1. Customer: \_\_\_\_\_

2. Period of Performance:\_\_\_\_\_

3. Original Contract Value:\_\_\_\_\_

4. Current or Final Contract Value:\_\_\_\_\_

D. Brief Description of your Effort. Identify whether you were a Prime or Subcontractor.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E. Completion Date:

1. Original Date: \_\_\_\_\_

2. Current or Final Date:\_\_\_\_\_

3. How Many Times Changed:\_\_\_\_\_

4.Primary Causes or Reasons of Change:\_\_\_\_\_

\_\_\_\_\_

<p align="center"><b>COUNTY OF ROCKLAND - DGS-PURCHASING</b></p> <p align="center">BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970</p> <p align="center">TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809</p>		<p><b>PAGE: 42</b></p>
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F. Primary Customer Points of Contact: (For Government Contracts, provide current information on both individuals. For commercial contracts, provide points of contact fulfilling these same roles.)

**(FAX NUMBERS ARE MANDATORY)**

**NOTE: CONFIRM CONTACT INFORMATION PROVIDED IS CURRENT PRIOR TO SUBMISSION.**

1. Reference Program/Project Manager:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

2. Reference Contracting Officer

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

G. Address any technical (or other) area about this contract/program considered unique.

H. Specify, by name, any key individual(s) who participated in this contract and are proposed to support acquisition detailed in the RFP.

I. Identify whether subcontractors were utilized on the referenced contract/program. If subcontractors were used, identify the names of the subcontractors and the percentage of the contract the subcontractor was responsible for.

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**SECURITY STATEMENT FORM**

**USE OF CONFIDENTIAL INFORMATION**

Our company will respect and maintain strict confidentiality in the use of all data that our company employees main gain access to for the purpose of preparing a response to the above referenced Request for Proposal and for the performance of any subsequent contract. Information obtained from the County will be used only by authorized company employees and for only those purposes for which the County provides the information. Those employees who handle the information will be notified of its strictly confidential nature. Our company will also take responsibility for returning to the County promptly after use, all documents supplied along with all records of information derived therefrom.

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

**TITLE:** Worker's Compensation and NYSGML 207C  
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**RFP NUMBER:**  
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**DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT**

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.  
\_\_\_\_\_
2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.  
\_\_\_\_\_
3. List any convictions or civil judgments under state or federal antitrust statutes.  
\_\_\_\_\_
4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.  
\_\_\_\_\_
5. List any prior suspensions or debarments by any government agency.  
\_\_\_\_\_
6. List any contracts not completed on time.  
\_\_\_\_\_
7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.  
\_\_\_\_\_

-----  
--

I, \_\_\_\_\_, as \_\_\_\_\_  
Name of Individual Title & Authority

Of \_\_\_\_\_, declare under oath that the above  
Company Name

Statements, including any supplemental responses attached hereto, are true.

\_\_\_\_\_  
FID No.: \_\_\_\_\_

Signature

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_

Representing him/herself to be \_\_\_\_\_ of the Company

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**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

Pursuant to State Finance Law §165-a, on August 10, 2012 the Commissioner of the Office of General Services (OGS) posted a prohibited entities list of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law) on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, \_\_\_\_\_, being duly sworn, deposes and says that he/she is \_\_\_\_\_ the \_\_\_\_\_ of the \_\_\_\_\_ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
SIGNED

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_

201\_\_\_\_

Notary Public: \_\_\_\_\_

<b>COUNTY OF ROCKLAND - DGS-PURCHASING</b> BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809		<b>PAGE: 46</b>
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**SUPPLIER INFORMATION PAGE**

**INCLUDE THE FOLLOWING:**

Brief (one or two Paragraphs) description of the supplier's business, its history and future plans.

**CONTRACTOR NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **TELEFAX:** \_\_\_\_\_

**FEDERAL IDENTIFICATION NUMBER:** \_\_\_\_\_

**VENDOR SIZE:** \_\_\_\_\_  
\_\_\_\_\_

**VENDOR STABILITY:** \_\_\_\_\_  
\_\_\_\_\_

**NUMBER OF YEARS IN BUSINESS:** \_\_\_\_\_

**CONTRACTOR'S SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_