

COUNTY OF GENESEE

**REQUEST FOR PROPOSALS
For
GENESEE COUNTY**

HEALTH BENEFITS PLAN CONSULTANT

RFP 2010-109



Issue Date:

October 1, 2010

Due Date:

Thursday, December 9, 2010 – Prior to 2:00 p.m.

Respond to:

**Genesee County
County Building #1
Room 317A
15 Main Street
Batavia, New York 14020**

Attention:

**Chester J. Kaleta
Director, Purchasing**

GENESEE COUNTY
PURCHASING DEPARTMENT
RESPONSE CHECKLIST
RFP 2010-109

The Proposers attention is especially called to the terms listed below, which must be submitted in full as part of this proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation or provision not officially invited in this RFP (Request for Proposals) may be cause for rejection of the proposal.

Please check each item indicating your compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL.

- RESPONSE CHECKLIST
- PRICING SUBMISSION SHEET
- NON-COLLUSION FORM
- PROPOSAL FORM
- REQUIRED FORMS AS LISTED IN RFP
- ADDENDUM(S) ACKNOWLEDGED (IF APPLICABLE)
- ADDITIONAL LITERATURE/BROCHURES – IF APPLIES
- ONE (1) ORIGINAL AND FOUR (4) COPIES OF PROPOSAL DOCUMENTS**
- VENDOR RESPONSIBILITY FORM

Please read all the information contained in this package.

COMPANY	TELEPHONE NUMBER
ADDRESS	EMAIL ADDRESS
AUTHORIZED REPRESENTATIVE (PRINT)	TITLE
AUTHORIZED SIGNATRE	DATE

NOTICE

REQUEST FOR PROPOSAL

RFP 2010-109

Genesee County Health Benefits Plan Consultant

The Genesee County Purchasing Department is currently seeking proposals from qualified vendors for an independent Health Benefits Plan Consultant.

The document containing the specification requirements for the proposal may be obtained from the Purchasing office located in Genesee County Building No. 1, 15 Main Street, Batavia, New York 14020, either in person or upon request between the hours of 8:30 A.M. and 5:00 P.M., Monday through Friday. Telephone requests may be made by calling 585.344.2550 x2201. The specification requirements may also be downloaded from the Genesee County Web Page located at www.co.genesee.ny.us/dpt/centralservices Registration for this RFP is required before it may be downloaded.

Proposals must be in the possession of the Genesee County Purchasing Department, 15 Main Street, Batavia, NY 14020, on or before **Thursday, December 9, 2010, prior to 2:00 p.m.** local time. Faxed or emailed proposals will NOT be accepted. Late proposals will NOT be accepted. All proposals must be accompanied by a non-collusion statement in order to be considered.

Genesee County reserves the right to forego any formalities and reject any or all proposals.

Genesee County is an Equal Opportunity Employer.

**REQUEST FOR PROPOSAL
RFP 2010-109**

Genesee County Health Benefits Plan Consultant

INTRODUCTION:

The Genesee County Purchasing Department is currently seeking proposals from qualified vendors for an independent Health Benefits Plan Consultant. Genesee County is currently self-insured for its medical, prescription, vision and dental employee health coverage. Consultant is to assist in the research and development of the County's long term strategy to reducing its health benefits cost through the development of cost efficiencies and savings within the County's health benefits plan including possible redesign of its healthcare plans and an analysis of market insurance coverage versus self-insurance or a combination of both. Consultant is also expected to provide a variety of services involving the County's health benefits plans including but not limited to vendor transitional issues, plan coverage disputes, discount pricing negotiations with non-network providers, etc.

Genesee County conducts a wide scope and variety of activities and functions, typical in many respects to those carried out by other similarly situated counties in the State. It owns and operates a facility for the long-term care for elderly and disabled patients, a parks system, a jail, a courthouse and other buildings and grounds typical of a County governmental operation. The County administers benefits for approximately 810 health care plan participants, including 40 retirees and has a Health Benefits budget of \$9.4 million. The County's overall operating budget for 2010 is approximately \$140.5 million.

The Genesee County work force is currently represented by the following Union bargaining units:

CSEA, General (CSEA, Genesee County General Unit Local 819)
CSEA, Nursing Home (CSEA, Genesee County Nursing Home Unit Local 819)
DSA (Deputy Sheriff's Association)
SEA (Sheriffs Employees Association)
AFSCME (AFSCME Employee Unit, Local 392)
GCC Faculty (Genesee Educational Association)
GCC ESPA (Genesee Community College Educational Support Personnel Association)

There is a non-unionized Management Group not subject to collective bargaining.

SCOPE OF SERVICES:

The independent consultant, who is not affiliated with any commercial health care plan, will work closely with the County Manager and the Human Resources Director and, as appropriate, the County's Healthcare Benefits Committee to:

1. Market Liaison:

- a. issue in conjunction with County administration Request for Proposals for medical, prescription, vision, dental and flexible benefits; negotiate preferred provider discounts and discuss network contracts; implement new provider contracts if and where needed;
 - b. monitor out of network provider discount negotiations and actively participate in those negotiations, as necessary.
 - c. act as a single point of contact for the self-insured and insured markets; act on behalf of the County with current and any future vendor(s) with regard to transitional/plan coverage issues, customer service issues including member services, claims administration and services related to the administration of the plan.
 - d. procure stop loss premium quotes, both aggregate and specific.
2. Plan Analysis and Audit:
- a. review claims experience, utilization patterns, trends and overall administration of programs to include medical, prescription, dental and vision.
 - b. audit processes and system capabilities of third party providers.
 - c. apply statistical techniques to predict future healthcare costs and monitor high cost claimants.
 - d. develop, implement and monitor performance guarantees as they apply to self-funded third party administrators.
 - e. *provide monthly premium rate equivalents for the plan's next fiscal year.*
3. Client Management:
- a. have an understanding of non-ERISA and ERISA self-funding; review existing plan and insure County is in compliance with all federal and state regulations as appropriate.
 - b. provide case management review in claims adjudication.
 - c. assist in the development of employee/employer communications as they apply to the County's healthcare plans.
4. Data Management (including medical, dental, vision and prescription lines of coverage) manipulation and reporting:
- a. where appropriate, develop customized reports integrating data from multiple third party administrators.
 - b. implement and predict the result of disease management and wellness programs.
 - c. provide tools for Eligibility Reporting and Audit and on line report distribution.
 - d. possess ability to assess potential problem areas and recommend improvements in electronic download processes between providers.
5. Plan Redesign:
- a. through a formalized process, continue in the County's effort to bring all parties of Genesee County government together to work cooperatively on redesigning Genesee County's health benefits plan. Consultant will facilitate and provide guidance with the redesign. The consultant is expected to assist with the redesign with a resulting end product that will maximize cost containment strategies through a variety of means that are acceptable to all County employment

groups. Genesee County is currently self-insured for its health benefits and will consider all available options.

- b. assist the County in acquiring union ratification of selected plan redesign and self-insured or insured product.

6. Regulations:

- a. Provide details and guidance regarding the impact of federal legislation on the County's self Funded Health Plans. Examples of such legislation includes, but is not limited to Mental Health Parity and Addiction Act of 2008 and the Patient Protection and Affordable Care Act of 2010

General Conditions for Submitting Proposals:

- Proposals must be submitted using vendor's own forms.
- Proposals must be accompanied by a signed Proposal Form, signed Non-Collusion Statement and Vendor Responsibility forms. These forms can be found at the end of these specifications.
- One (1) original and four (4) copies of the proposal must be provided.
- Read all documents contained in the proposal package.
- Vendors are responsible for submitting their responses to the Genesee County Purchasing Department, 15 Main Street, Batavia, NY 14020 at or prior to the time indicated in the specification package. No proposals will be accepted after the designated time indicated in the specification package. ***Proposals are due on or before Thursday, December 9, 2010, prior to 2:00 p.m. local time.***
- Facsimile copies or emails are NOT acceptable. Bids/RFP responses must be delivered to Purchasing Office before stated deadline to be considered.
- Vendors are responsible for reporting, in writing, any errors found in the proposal specifications to the Genesee County Purchasing Director, 15 Main Street, Batavia, NY 14020.
- Vendors shall indicate on outside of their sealed proposal following information:
 - a. Title of Proposal and Number
 - b. Date and Time of Proposal Opening
 - c. Company Name

Failure to do so may result in the rejection of the proposal as being unresponsive.

GENERAL GUIDELINES:

Vendor Acknowledgements:

By submitting a proposal to provide and perform services sought by Genesee County, each proposer:

1. represents and acknowledges the proposer has examined and is familiar with this RFP and all specifications and requirements.
2. represents and acknowledges the proposer can furnish the materials, equipment and/or services required satisfactorily and in complete compliance with the specifications
3. acknowledges that neither the County nor any agent or representative of the County have made any representation or promise on which the proposer has relied regarding

the services covered by this request for proposal, or any matter or thing whatsoever relating thereto or otherwise, except as expressly set forth

Addenda:

Genesee County may, at any time by written notification to all vendors, change any portion of the RFP described and detailed herein. These changes will be communicated to the vendors in the form of Addenda. Addenda will be faxed (and available on the Purchasing Web Page) to all who are known by the County to have received a complete set of specification documents. Copies of addenda will be made available for inspection at the Purchasing Office. No addenda will be issued later than forty-eight hours prior to the date and time for the receipt of offers, except an addenda withdrawing the RFP, or addenda for postponement of RFP due date/time.

If prior to the date for proposals a vendor fails to notify the County of any error in the RFP known to it, of an error that reasonably should have been known to it, the vendor shall submit their response at their own risk.

Proposers shall ascertain prior to submitting their offer they have received all Addenda issued and the acknowledge receipt of addenda by the return of the signed addenda form.

RFP Inquiries:

Questions regarding the specifications within this RFP can be directed to:

Karen Marchese
Director, Human Resources
County Building No. 1
15 Main Street
Batavia, NY 14020
(585) 344.2550 x2352 (Phone)
(585) 344.2442 (Fax)
kmarchese@co.genesee.ny.us

Questions regarding the Request for Proposal process can be directed to:

Chester J. Kaleta
Director, Purchasing
County Building No. 1
15 Main Street
Batavia, NY 14020
(585) 344.2550 x2201
(585) 344.2442 (Fax)
ckaleta@co.genesee.ny.us

Last Date for Questions:

Final date/time for written questions is Noon, Thursday, November 18, 2010. All questions about the meaning or intent of the specifications must be submitted to Karen Marchese, in writing. Vendors shall provide their fax number as well as email address for response. Any questions the County feels are pertinent to all proposers will be faxed as an addendum to the RFP to all parties

recorded as having received the proposal documents. Only questions answered by formal written Addenda will be binding.

Non-Collusion Statement:

A signed Non-Collusion Statement *shall be* returned with your proposal.

Late Proposals: Proposals received in the Purchasing Office *after* the date and time prescribed shall not be considered for contract award and shall be returned to the Contractor.

NOTE: Any delay due to traffic, weather, mail or express delivery is not an exception to the deadline for receipt of proposals. There is no grace period. Please plan accordingly.

Qualifications/References:

The vendor shall submit a detailed description of qualifications and experience. The description shall include, at minimum:

- (A) A brief description of the proposing firm and service provided.
- (B) A description of a minimum of three of the most recent projects conducted by the vendor which were similar to this proposal. The description should include: a description of the scope of work performed, the proposed and actual starting and completion dates, and references including the names, organization, addresses and telephone numbers of representatives of the project owner.
- (C) Resumes of the proposed project manager(s), supervisor(s) and staff who will be working on the project. Resumes should specifically indicate education and training backgrounds, the number of years consulting in development of health plans.

Method of Award:

The award may be made to the most responsible proposer whose proposal is determined to be in the best interest of Genesee County and deemed will best serve the County's requirements, based upon the evaluation of references, corporate qualifications, award criteria, and if deemed necessary, an interview with vendor and Award Committee.

The Award Committee will consist of the County Manager, County Human Resources Director, Confidential Secretary to the County Manager, Purchasing Director and other Genesee County personnel as required.

Price will not necessarily be the determining factor in the award of the contract.

All proposals will be evaluated to determine if they meet the required format and be in compliance with all requirements of the Request for Proposals.

Incomplete or non-responsive proposals may be rejected at the discretion of Genesee County.

Award Criteria:

The following criteria will be utilized in the evaluation of qualifications for developing the list of candidates to be considered for interviews and/or potential negotiations. The following criteria are NOT listed in order of importance.

Principal Criteria:

1. Thoroughness of proposal;
2. Proposed work plan and schedule;
3. Presentation of understanding of project;
4. Cost of services;
5. Relevant experience of vendor with similar projects within New York State;
6. Relevant qualifications and experience of personnel to be assigned to the project;
7. Compliance with all RFP requirements;
8. Demonstration of adequate resources to complete the work on schedule;
9. Demonstration of a history of communicating with Unions on subject;
10. Quality of references submitted by the vendor;
11. Independent consultant not affiliated with any commercial health care plan.

Failure to meet all of these criteria may result in a rejected proposal.

The Genesee County Purchasing Director may arrange for interview with Proposers submitting proposals, if required, for the purpose of obtaining additional information or clarification. Proposers must be prepared to make one or more interview visits. Proposers must comply with this request or be disqualified. Proposers may be requested to make presentations prior to award of contract. Proposers must comply with this request or be disqualified.

Proposers are advised that if in the event of receipt of an adequate number of proposals which, in the opinion of the Genesee County Purchasing Director, require no clarifications and/or supplementary information such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which Contractors are capable of submitting to the County.

Award of Contract:

Award of contract will be made following review of responses by Awards Committee with Approval by designated committee to be followed by Legislature approval, with contract awarded by Genesee County Legislature Resolution.

Term of Contract:

The contract resulting from this RFP will begin February 15, 2011 for two (2) years and expire February 14, 2013. The Contract may be renewed upon mutual agreement for three (3) additional one (1) year periods. Please provide your expected timeline for providing services.

Terms/Payment:

Payment under contract will be made on a monthly basis, 45 days from receipt of Invoice. Invoices shall be prepared and submitted in accordance with the instructions agreed upon between the awarded vendor and the County

Genesee County reserves the right to:

1. Reject any and all proposals received in response to this RFP;
2. Reject the proposal of a vendor who has previously failed to perform properly;
3. Select proposals for contract award or for negotiations, other than those with the lowest price;
4. Negotiate as to any aspect of the proposal with any vendor.
5. To waive any technical or formal defect in the proposals that is considered by Genesee County to be merely irregular, immaterial, or unsubstantial.

Completeness or Accuracy of Specifications:

The County of Genesee shall not be held responsible for the completeness or accuracy of any specification documents received by a vendor that were not directly issued to that vendor by the Genesee County Purchasing Department.

Any vendor submitting a response based on incomplete or inaccurate information resulting from documentation received from any third party shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with the Genesee County Purchasing Department.

It is HIGHLY suggested that all vendors interested in participating in this offering contact the Genesee County Purchasing Department directly at the address or telephone number, included in the RFP, to assure they have received the most accurate and up to date material concerning this contract.

Advertising:

In submitting its proposal, the proposer agrees not to use the results therefrom as a part of any news release or commercial advertising without written approval of the County.

Withdrawal of Proposal:

A proposal may be withdrawn at any time prior to the submittal deadline. A Proposal may be withdrawn and resubmitted at any time prior to the submittal deadline. No proposal may be withdrawn after the submittal deadline without the consent of Purchasing which may be withheld by Purchasing in its absolute discretion.

Exceptions:

Any exceptions to terms, conditions, or other requirements in any part of the RFP must be clearly pointed out in a distinct section of the appropriate cost proposal or technical proposal. Otherwise, the County will consider that all items proposed are in strict compliance with the RFP, and the successful proposed will be responsible for compliance.

Amendment of Proposal:

A Proposal may not be amended. However, a Proposal may be withdrawn and resubmitted pursuant to (Withdrawal of Proposal) section above.

Proposal Subject to Disclosure:

During the evaluation process, the content of each proposal will be held in confidence and details of any proposal will not be revealed. After award of contract the content of each proposal is public information. The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which could cause injury to the competitive position of commercial enterprises. This exception would be effective both during/after evaluation process.

Should you feel your firm's proposal contains any such trade secrets or other confidential or proprietary information, you must submit a request to except such information from disclosure. Such request shall be in writing, shall state the reasons why the information should be excepted from disclosure, shall be provided at the time of submission of the subject information and in the same envelop as the proposal. *The proprietary or confidential data must be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.*

Requests for exemption of the entire contents of a proposal from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

Genesee County cannot guarantee the confidentiality of any information submitted.

Opening of Proposals:

Under the Request for Proposals process, sealed offers will be received and opened in the Office of the Purchasing Director. Each proposal will be checked to determine if it is complete and meets the requirements of this Request for Proposals. At and after opening, proposals will NOT be part of the public record and subject to disclosure but will be kept confidential until after award. When such award is completed proposals will be available for public inspection.

Cost for Proposal Preparation:

Any and all costs incurred by a firm in preparing or submitting proposals are the proposers sole responsibility. Genesee County will not reimburse any proposers for the costs incurred preparing proposal, preparing or submitting additional information requested by the County or for the participation in a selection interview.

Elaborate Proposals:

Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are neither required nor desired.

Right to Submitted Materials:

All responses, inquiries, or correspondence relating to or in reference to this RFP, and all other reports, charts, display, schedules, exhibits and other documentation submitted by the proposers will become the property of the County when received.

Minimum Conditions for Consideration:

To be considered, the proposer must, at a minimum, respond to the full scope of services specified in this RFP. The vendor may provide suggested additions, enhancements or improvements to the scope of services, which, at the discretion of the County, may or may not be considered.

Cost Proposal

The vendor shall submit a cost proposal for the services described herein, which shall include: A statement of the total cost of the project, including the cost of proposed services not mentioned herein.

Project Time Table

The *approximate* schedule of major activities pertaining to this RFP is as follows:

Distribution of RFP	October 01, 2010
Last Day for Written Questions	November 18, 2010 (noon)
RFP Responses Due	December 09, 2010 (prior to 2:00 pm)
Final Vendor Selection Date	January 31, 2011
Contract Effective Date	February 15, 2011

Binding Communications:

No negotiations, decisions or actions shall be initiated or executed by the vendor as a result of any discussions with any County employee or the vendor’s misinterpretation of this Request for Proposal. Only those communications which are in writing from those County representatives as identified in RFP Inquire may be considered as a duly authorized expression on behalf of the County. Also, only communications from vendors which are signed and in writing shall be recognized by the County as duly authorized expressions on behalf of the vendors.

Alternate Proposals:

An alternate proposal is viewed by Genesee County as a proposal describing an approach to accomplishing the requirements of the RFP which differs from the approach set forth in the solicitation.

An Alternate proposal may also be a second proposal submitted by the same proposer which differs in some degree from its basic or prime approach.

Alternate proposals may address the technical approach or other provision or requirements set forth in the solicitation.

Genesee County will, during the initial evaluation process, consider all alternate proposals submitted.

Failure to Execute:

Failure of successful bidder to execute the Contract and furnish proof of insurance within the fifteen (15) calendar day period shall be just cause for cancellation of the award.

Registration, Downloading, Addenda from Purchasing Web Site: A Registration Form must be completed before you download either a RFP or Addendum. If you have not filled out the Registration Form, please do so before downloading RFP. All vendors shall register for *each RFP* downloaded from the Purchasing Site. If you have downloaded this bid document already, either register on the Purchasing Web Page or by calling the Purchasing Department at 585.344.2550 x2201 to verbally register. This step is very important. If you do not register you may not be considered a qualified vendor.

Vendors are exclusively responsible for the downloading Addendums from the web site. It is imperative to check the Purchasing Web Page frequently right up to the RFP closing date. By submitting a proposal a vendor waives any claims related to the failure to keep so apprised.

NOTE: It is the vendor's sole responsibility to verify the Proposal submittal includes any or all addenda.

Please see "Instruction to Bidders/Proposers" at the Purchasing Web Page for details.

Governing Law:

This contract shall be governed by the laws of the State of New York except where the Federal Supremacy clause requires otherwise.

Visit our Web Site:

Information on Genesee County Bids/RFP's and Addendums are now available at the county web page www.co.genesee.ny.us/dpt/centralservices Check the Purchasing menu for selection.

COUNTY OF GENESEE
Department of Purchasing
15 Main Street
Batavia, New York 14020

GENERAL TERMS AND CONDITIONS
FOR SEALED BIDS AND REQUESTS FOR
PROPOSALS

1. Each Bid/RFP shall be enclosed in a sealed envelope and must be mailed or delivered so as to be received prior to the time set in the advertisement for opening Bid/RFP. **Said sealed envelope shall have the information noting the commodity and date and time of opening. This information must be affixed to the outermost packaging to be easily identified by Purchasing personnel as a sealed Bid/RFP.**

2. Bid/RFP shall be submitted on Genesee County Bid/RFP Forms, unless otherwise indicated in the Bid/RFP specifications, or Bid/RFP will not be considered. Bid/RFP must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted.

3. Any change in wording or interlineation by Respondent of the inquiry as published by the County of Genesee shall be reason to reject the proposal of such Respondent, or in the event that such change in the Invitation to Bid/RFP is not discovered prior to entering into contract, to void the contract entered into pursuant to such Bid/RFP. Any additional information which the Respondent desires to add to the Bid/RFP shall be written on a separate sheet of paper, attached to and submitted with the formal sealed Bid/RFP, to be read at the formal Bid/RFP opening.

4. **AWARDS.** The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or

whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all or none basis.

5. Respondents are to furnish all information requested in the spaces provided on the Bid/RFP invitation form. Further, as may be specified elsewhere, each Respondent must submit with his Bid/RFP cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted previously does not satisfy this provision. Bid/RFP's in non-compliance with these requirements will be subject to rejection.

6. All documentation required by specifications shall be submitted by the Respondent as part of his sealed Bid/RFP at the time of Bid/RFP opening.

7. This Executory Clause shall be a part of any agreement entered into pursuant to the Bidding or Request For Proposal procedure.

(A) It is understood by the parties that the agreement shall be executory only to the extent of the monies available to the County of Genesee and appropriated therefore, and no liability on account thereof shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.

8. No taxes are to be billed to the County of Genesee. Bid/RFP's shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision.

9. The successful Respondent shall comply with all laws, rules, regulations, and ordinances of the Federal Government, the State of New York and any other political subdivisions or regulatory body which may apply to its performance under this contract.

10. The successful Respondent to whom a Bid/RFP is awarded shall indemnify and hold harmless the County of Genesee and its agents and employees from and against all claims, damages, losses

or causes of action arising out of or resulting from such vendor's performance pursuant to a Bid/RFP.

11. The successful Respondent to whom a Bid/RFP is awarded shall not assign, transfer, convey, sublet or otherwise dispose of a contract or the successful Respondent's right, title or interest therein, or the successful Respondent's power to execute such contract to any other person, firm or corporation without the express prior written consent of Genesee County, in accordance with New York State General Municipal Law, Section 109.

12. A Bid/RFP submitted is firm and irrevocable for a period of forty-five (45) days from the date and time of the Bid/RFP opening. If a contract is not awarded within the forty-five (45) day period, a Respondent to whom the Bid/RFP has not been awarded may withdraw his Bid/RFP by serving written notice of his intention to the County of Genesee. Upon withdrawal of the Bid/RFP, pursuant to this paragraph, the County of Genesee will forthwith return the Respondent's security deposit.

13. The base Bid/RFP shall remain firm and any other charges bid or proposed shall also remain firm, for delivery of services or goods described in the Bid/RFP.

14. Any contract entered into pursuant to a Bid/RFP may be terminated at any time during the term of the contract by either party through notification in writing to the other party via certified mail of the desire to cancel. Such notice shall be serviced not less than thirty (30) days prior to the desired termination date. Notification shall be made to the Genesee County Purchasing Department shall be made by certified mail to the attention of the Purchasing Director, County Building No.1, 15 Main Street, Batavia, NY 14020.

15. In executing a Bid/RFP, the Respondent affirms that all of the requirements of the specifications are understood and accepted by the Respondent and that the prices quoted include all required materials and services. The County will not be responsible for any errors or omissions on the part of the Respondent in preparing his Bid/RFP. In case of error in extension of prices in the Bid/RFP, the unit price will govern.

16. Manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and ap-

proved in accordance with any State and local requirements for labeling or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels, the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies, or the American Gas Association for gas operated assemblies. Further, all items furnished by the successful Bid/Respondent shall meet all requirements of the Occupational Safety and Health Act (OSHA) and State, local and federal requirements relating to clean air and water pollution.

"The NYS Right to Know Law and the OSHA Hazard Communication Standard (29CFR 1920.1200 - Revised August 24, 1987) require that Manufacturers prepare and submit to the County of Genesee a Material Safety Data Sheet for any product(s) that have been evaluated and determined to contain hazardous substances. (PLEASE SUBMIT WITH INITIAL SHIPMENT AN APPROPRIATE MATERIAL SAFETY DATA SHEET FOR EACH PRODUCT, WHERE APPLICABLE)"

17. Samples may be requested as a part of the solicitation or after the opening of Bid/ RFP's. When requested, they are to be furnished as called for, free of expense, and if not destroyed will upon request be returned at Respondent's expense. Respondent's request for return of samples must be made no later than the date on which they are furnished. Respondent shall label each sample individually with their name and item number.

18. The Respondent shall be fully accountable for his or its performance under a Bid/ RFP, or any contract entered into pursuant to a Bid/RFP, and agreed that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contractor or his performance.

19. All Bid/RFP's must be accompanied by a duly executed Non-Collusion Statement in order to be considered.

20. The apparent silence of this specification as to any details or the omission from it of a detailed description concerning any point shall be interpreted as meaning only the best commercial practices are to prevail and that only materials and workmanship of the first quality are to be used. It is understood and agreed that any item offered or furnished

shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

21. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of any item offered on this Bid/RFP prior to delivery, it shall be the responsibility of the successful Respondent to notify the County of Genesee at once, indicating in his letter the specific regulation which requires such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

22. Discrimination - The successful Respondent agrees:

(A) That in the hiring of employees for the performance of work under this contract, no contractor, nor any person acting on behalf of such contractor, shall by reason of race, creed, color, sex, national origin, age, disability, marital status, Military Veteran status or arrest record, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. Genesee County is an Equal Opportunity Employer.

(B) That no contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance or work under a contract on account of race, creed, color, sex, national origin, age, disability, marital status or Military Veteran status.

(C) That a contract may be canceled or terminated by the County of Genesee and all monies due, or to become due, may be forfeited for a violation of the terms and conditions of a contract.

23. Joint Bid/RFP's will not be accepted. For purposes of the specifications, the term joint Bid/RFP shall include, but is not limited to, any Bid/RFP submitted jointly by two or more vendors in the name of partnership, joint venture or other legal entity formed for the purpose of submitting such a Bid/RFP or to be formed for the purpose of entering into a contract pursuant to such Bid/RFP.

24. Requests for interpretation of specifications should be addressed in writing, or orally, to Purchasing personnel and must be received prior to the date fixed for the opening of Bid/ RFP's. Any and all interpretations and supplemental instructions will be made in the form of written addenda to the

specification. The County will make every reasonable effort to notify specification holders when and addendum is issued, and all addenda will be available for inspection at least twenty-four (24) hours prior to a Bid/RFP opening (except notices of Bid/RFP postponement or cancellation which may be made up the scheduled Bid/RFP opening time). Failure of any Respondent to receive such addendum shall not relieve such Respondent from any obligation under his Bid/RFP as submitted. Any and all addenda shall become part of the Bid/RFP and contract.

25. If requested in writing by the County of Genesee, Respondent must present within forty-eight (48) hours, satisfactory evidence of the ability to perform and possession of the necessary facilities, personnel, experience, monetary resources and insurance to comply with specifications and otherwise provide the County with sufficient grounds to believe that it is likely, beyond a reasonable doubt, that the Respondent can provide the commodities and/or service(s) specified.

26. The successful Respondent(s) shall be notified by means of a contract award letter and/or purchase order that the Bid/RFP has been accepted. The mailing of either award letter or a valid purchase order shall constitute a contract between Genesee County and the successful Respondent(s).

27. When required by Genesee County, the successful Respondent shall execute a standard form Agreement with Genesee County which incorporates all the terms and conditions of the contract between the parties. Such Agreement shall be executed within fourteen (14) days of notification, by which time the contractor shall also have supplied all required bonds and insurance.

28. A contract resulting from Bid/RFP solicitation will constitute the entire and integrated Agreement between the parties. No other terms or conditions will become part of an Agreement unless they are approved in writing by both parties and attached to an Agreement or Addendum.

29. Payments will be made by the County after goods and/or services have been rendered and are complete. Payment will be made upon submittal of a complete invoice. If a Purchase Order is required, the Purchase Order must also be properly completed and submitted with invoice to insure payment. Any claim against the contractor may be deducted by the County from any money due him in the same or other transactions. Any delivery of product or service which does not meet the requirements of

the contract may be rejected or accepted on an adjusted price basis as determined by the County. In any case where a question of non-performance of a contract arises, payment may be withheld in whole or in part at the discretion of the County as compensation for any loss, damage, or cost incurred by the County as a result of said non-performance.

30. Any bond(s) and/or insurances required must be on a form acceptable to Genesee County and must be issued only by companies licensed to do business in New York State by the New York State Commissioner of Insurance. Insurance policies must name Genesee County as "Additional Insured". Certified checks or standard form letters of credit may be submitted in lieu of a bond, subject to acceptance by Genesee County as to sufficiency and form.

Insurance

1. Policy Commencement

Insurance shall be procured by the successful bidder before commencing any work. Insurance shall be obtained and be in effect no later than fourteen (14) days after notice of award is received and the insurance shall be maintained without interruption for the duration of the contract and shall be in the kinds and amounts as specified herein pursuant to the Standard Insurance Certificate.

2. Proof of Insurance

- a) One copy of the policy and/or binder shall be filed with the Genesee County Purchasing Director, 15 Main Street, Batavia, New York 14020.
- b) All insurance shall be executed by an insurance company/agency or broker who is licensed by the Insurance Department of the State of New York. County of Genesee to be named as additional insured.
- c) All certificates of insurance shall be endorsed verbatim:

"In the event of any alteration, non-renewal, interruption or cancellation of the policies of insurance, the insured and the insurer shall give at least thirty (30) days advance written notice of any of the alteration, non-renewal, interruption or cancellation. Said notice to be made in writing to the

Genesee County Purchasing Director, 15 Main Street, Batavia, New York 14020, before such said alteration, non-renewal, interruption or cancellation shall be effective."

31. Awarded vendor shall agree to indemnify and hold harmless the County of Genesee and its agents, employees and volunteers against all claims arising or resulting from work performed, materials handled and services rendered or to be rendered to the County of Genesee under any contract or agreement executed by the County of Genesee and the vendor.

32. Unless the Respondent specifically notes otherwise, a proposal shall be to furnish all items/services exactly as specified, in complete conformance to all terms, conditions and specifications. Any exception proposed by a Respondent must be clearly noted in unambiguous writing and submitted with the proposal at Bid/RFP opening. Unless otherwise specifically noted, the County will execute a contract based solely on its terms, conditions and specifications.

33. The complete legal name of the firm or corporation shall be used when executing Bid/ RFP documents. Do not abbreviate. If a corporation, use the name as it appears on the corporate seal.

34. Any manufacturer's names, trade names, brand names, information and/or catalog numbers used within a Bid/RFP are for the purpose of description and establishing general quality levels. Such references are not intended to be restrictive and equivalent products of any manufacturer may be offered. Determination of equivalency shall rest solely with the County.

35. Safety Procedures - A vendor who contracts with Genesee County agrees to adopt and utilize the safety policies and programs of the County of Genesee in the performance of its contract with the County and to abide by its terms. The contractor shall acknowledge a copy of the safety policies and programs of Genesee County. The contractor shall not deviate from said policies and programs or substitute its own safety program unless approved by the supervisor of the department for whom the services are being performed, said supervisors being so designated in the contract document.

36. In the event any items or items in this Bid/RFP are made available to the County on a New York State Government contract at a unit price lower than that price on which award was made to the low bidder, the County reserves the right to purchase at the lower price under NYS Government Contract.

(cjk090810)

RFP 2010-109

Proposal Price Sheet

Genesee County Health Benefits Plan Consultant

Fee Schedule: _____ Flat Fee Basis: \$ _____

Commission Basis: _____ Commission Basis: \$ _____

All Inclusive Fee: _____

Please disclose detailed information relative to commissions in conjunction with this proposal. If the proposal is a flat fee, how will commissions be handled?

LEGAL NAME OF FIRM/CORP

AUTHORIZED SIGNATURE

ADDRESS

TYPED NAME

CITY, STATE & ZIP

TITLE

DATE

TELEPHONE FAX

Email Address

YOU SHALL RETURN THIS FORM WITH YOUR PROPOSAL

PROPOSAL FORM
Genesee County Health Benefits Plan Consultant
RFP #2010-109

TO: Chet Kaleta; Purchasing Director, Genesee County

THE UNDERSIGNED PROPOSES TO PROVIDE THE GOODS AND SERVICES required as set forth in the referenced Request For Proposal. The successful bidder hereby agrees to furnish the goods and services in accordance with all terms, conditions and specifications contained within referenced Request For Proposal, at prices submitted in referenced specifications. I certify that I am authorized to sign this proposal, myself or the company or firm I represent, to a contract with Genesee County. This signed proposal will become part of a binding contract after award by the Genesee County Legislature to the successful bidder.

NOTE: By signing and submitting the proposal form for consideration by Genesee County Legislature the Contractor acknowledges they have read, understood, and agree to all aspects of the specifications as presented without reservation or alteration.

Legal name of firm/corporation	Authorized Signature (IN BLUE INK)
Address	Typed Name
City/State/Zip	Title
Date	Telephone No. Fax No.
Federal ID #	Email Address

DO NOT WRITE BELOW THIS LINE (FOR COUNTY USE ONLY)
.....

CHAIRPERSON, GENESEE COUNTY LEGISLATURE

RESOLUTION NO.

DATE

YOU SHALL RETURN THIS FORM WITH YOUR PROPOSAL

NON-COLLUSION CERTIFICATE

**Genesee County Health Benefits Plan Consultant
RFP #2010-109**

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty or perjury, that to the best of knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit, a proposal for the purpose of restricting competition.

In compliance with this request for proposals, and subject to the conditions thereof, the undersigned offers and agrees, if this proposal is accepted within forty-five (45) days from the date of opening, to furnish any and all of the items upon which prices are submitted.

_____ Legal name of firm/corporation	_____ Authorized Signature (IN BLUE INK)
_____ Address	_____ Typed Name
_____ City/State/Zip	_____ Title
_____ Date	_____ Telephone No. Fax No.
_____ Email Address	

YOU SHALL RETURN THIS FORM WITH YOUR PROPOSAL

Vendor Certification
RFP 2010-109

As of January 1, 2005, the Office of the State Comptroller is requiring that governmental agencies award contracts only to vendors that have been certified as “responsible.” Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is a contracting agency’s responsibility, under Section 163 (9) of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the State (as well as the County) against failed contracts.

The following factors are to be considered in making a responsibility determination:

1. Legal Authority to do business in New York State
2. Integrity
3. Capacity – both organizational and financial
4. Previous performance

Please complete the enclosed Vendor Responsibility Questionnaire. The completed Questionnaire shall be returned with your bid submission in order for your bid to be ruled responsive.

Additional information concerning vendor responsibility, including electronic versions of forms, may be found at the Office of the State Comptroller’s (OSC) website:

<http://www.osc.state.ny.us/vendrep>

NON-BIDDERS RESPONSE

Request for Proposals # 2010-109

PROPOSAL NAME: Genesee County Health Benefits Plan Consultant

VENDOR NAME: _____

The County of Genesee is interested in ascertaining reasons for prospective vendor's failure to respond to invitation to submit a proposal. If your firm is not/or has not responded to **RFP # 2010-109** please indicate the reason(s) why by checking any appropriate item(s) below and returning this form to the Genesee County Purchasing Department, County Building No.1, 15 Main Street, Batavia, NY 14020.

We are/did not respond to this Bid for the following reason(s):

- _____ Items or materials requested not manufactured by us or not available to our Company.
- _____ Our items and/or materials do not meet specifications.
- _____ Specifications not clearly understood or applicable (too vague, too rigid, etc.)
- _____ Quantities too small
- _____ Insufficient time allowed for preparation of bid.
- _____ Incorrect address used.

Correct address

is: _____

_____ Other reason(s):

We continually strive to improve our process. Thank you for taking the time to complete our survey.

Chet Kaleta
Director, Purchasing

INSTRUCTIONS FOR COUNTY OF GENESEE STANDARD INSURANCE CERTIFICATE

I. INSURANCE

- A. Shall be procured and a certificate and policy endorsement delivered before commencement of work or delivery of merchandise or equipment.
- B. County of Genesee shall be named as “additional insured.”
- C. Shall evidence coverage of compliance with all specifications in the contract.
- D. Coverage is from an A.M. Best rated “secured” New York State licensed insurer.

II. CERTIFICATE OF INSURANCE/POLICY ENDORSEMENT

- A. The ACORD form shall be used with the following conditions met on the form:
 - 1. “County of Genesee” to be named as additional insured,
 - 2. Cancellation Notice: Prior to non-renewal or material change in or cancellation of these policies at least thirty (30) days advance written notice shall be given to the County of Genesee Purchasing Director,
- B. A policy endorsement will be provided along with the ACORD Certificate of Insurance
 - 1. The completed certificate and policy endorsement shall be mailed to the County of Genesee Purchasing Director.

III. Workers Compensation/Disability form(s) must be filed separately using the appropriate State required form(s). An ACORD is not acceptable.

IV. Minimum coverage with limits is as follows:

VENDOR CLASSIFICATION	A Construction & Maintenance	B Purchase of Lease of Merchandise or Equipment	C Professional Services	D Property Leased to Others Or Use of Facilities or Grounds	E Concessionair Services	F Livery Services	G All Purpose Public Entity Contracts
COMP. GENERAL LIABILITY	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate	\$1,000,000 CSL \$2,000,000 Aggregate
- Prem. & Ops.	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Compl. Ops.	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independent Contractor	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form Property Damage	INCLUDE	Comprehensive Form not Required					
- X, C, U	INCLUDE	Comprehensive Form not Required					
- Personal Injury		Comprehensive Form not Required	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
AUTO LIABILITY	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$5,000,000 CSL	\$1,000,000 CSL
- Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess or Umbrella Liability	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Workers Comp. & Employers Liab	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
DISABILITY BENEFITS	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
PROFESSIONAL LIABILITY			\$1,000,000				

Note: Bid specifications, particular contracts, leases or agreements may require increase limits and or additional coverage’s.

GENESEE COUNTY INSURANCE REQUIREMENTS

Instructions for County of Genesee Standard Insurance Certificate:

1. Notwithstanding any terms, conditions or provision in any other writing between the parties, the contractor/facility user hereby agrees to effectuate the naming of:

County of Genesee
7 Main Street
Batavia, NY 14020

as an unrestricted additional insured on the contractor's/facility user's insurance policies, with the exception of workers' compensation and professional errors and omissions.

2. The contractor/facility user must provide an additional insured policy endorsement.
 - a. Contractors; policy endorsement form CG 20 10 11 85
 - b. Facility User: policy endorsement form CG 20 26

3. The policy naming the County of Genesee as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
 - b. Contain a thirty (30) day notice of cancellation.

4. The following items shall be addressed in the Certificate of Insurance:
 - a. Coverage must comply with all specifications of the contract.
 - b. Insurers are licensed in New York State
 - c. Genesee County is named as the "additional insured" (for the purposes of coverage but not the payment of premium.)
 - d. Policy endorsement naming county as additional insured is provided.
 - e. Correct additional insured/certificate holder is named – must say "County of Genesee"
 - f. Insurance policy term is current.
 - g. There are no unacceptable exclusions or condition listed on the certificate.
 - h. Certificate is signed.

5. Workers' Compensation Coverage will be required for anyone doing any kind of work for Genesee County. This includes self-employed individuals. Genesee County may waive this requirement for sole proprietors or principals.

6. The ACORD Certificate, Workers' Compensation and Disability forms, including any Surety Bonds, must all be on file before any work begins and/or any payments can be made.

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

WORKERS' COMPENSATION REQUIREMENTS UNDER WORKERS' COMPENSATION LAW §57

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.

To assist State and municipal entities in enforcing WCL Section 57, businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the government entity issuing the permit or entering into a contract:

- A) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage;

Starting December 1, 2008, Form CE-200 can be filled out electronically on the Board's website, www.wcb.state.ny.us, under the heading "Forms." Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract.
OR

- B) C-105.2 -- Certificate of Workers' Compensation Insurance (the business's insurance carrier will send this form to the government entity upon request) **PLEASE NOTE:** The State Insurance Fund provides its own version of this form, the U-26.3; **OR**

- C) SI-12 -- Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 -- Certificate of Participation in Worker's Compensation Group Self-Insurance (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

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.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the entity issuing the permit or entering into a contract:

- A) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage;

Starting December 1, 2008, Form CE-200 can be filled out electronically on the Board's website, www.wcb.state.ny.us, under the heading "Forms." Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract.
OR

- B) DB-120.1 -- Certificate of Disability Benefits Insurance (the business's insurance carrier will send this form to the government entity upon request); **OR**

- C) DB-155 -- Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).

Please note that **for building permits ONLY**, certain homeowners of 1, 2, 3 or 4 family owner-occupied residences serving as their own General Contractor may be eligible to file Form BP-1 (The homeowner obtains this form from either the Building Department or on the Board's website, www.wcb.state.ny.us, under the heading "Forms.")