

**COUNTY OF JEFFERSON**

**REQUEST FOR PROPOSALS**

**RFP# 19-08**

**Date of Notice: February 27, 2019**

Sealed Proposals will be received by the Office of the County Purchasing Department, Jefferson County, 195 Arsenal Street, Watertown, New York 13601 until **4:00 PM EST** on **THURSDAY, MARCH 28, 2019** for the following:

**ACTUARIAL SERVICES RELATED TO THE FINANCIAL REPORTING OF OTHER POST EMPLOYMENT BENEFITS**

Completed proposals will be reviewed and evaluated by the County in anticipation of the awarding of a contract.

Jefferson County reserves the right to reject and or waive any and all proposals and to waive any irregularities in procedure. If there are any questions concerning this request, please contact this office.

If you have any questions pertaining to this proposal, please e-mail to [Purchasing@co.jefferson.ny.us](mailto:Purchasing@co.jefferson.ny.us)

A. PURPOSE:

The purpose of this Request for Proposal (RFP) is to invite written proposals for Actuarial Services necessary to report accrued retiree health insurance liabilities in compliance with Statement No. 75 of the Governmental Accounting Standards Board - **Accounting and Financial Reporting by Employers for Post-Employment Benefits other than Pensions** (OPEB).

The County currently pays \$7500 annually for full evaluation and \$0 for roll forward.

The County is seeking proposals from selected firms to provide Actuarial Services in the following area:

- Actuarial Valuations and related financial statement disclosures (Annual Required Contribution) for post-employment benefits other than pensions under the requirements of GASB 75.

B. BACKGROUND:

Jefferson County covers approximately 1,273 square miles in northeastern New York State along Lake Ontario. The 2010 census population count of the County is 116,229 with the majority of residents located in or near the County seat of the City of Watertown. The legislative body responsible for overall operations is the Board of Legislators which consists of 15 members. Of these members, eleven are elected by the residents of the towns and four are elected by the residents of the City of Watertown. The County operates on a calendar fiscal year.

The County budget is adopted annually by the Board of Legislators. Budget appropriations totaled **\$ 252 million in 2018 and \$ 257 million in 2019**. County government consists of approximately thirty departments which provide a wide range of services to its citizens.

The Governmental Accounting Standards Board issued statement #75 which, profiles the liability measurement and disclosure requirements for "other post-employment benefits" (OPEB). OPEB refers to medical, dental, vision, and other healthcare-related benefits provided to retired or terminated employees, their dependents and beneficiaries. The obligation to pay retiree benefits is a major long-term liability that is reportable in Government Financial Statements. Jefferson County has operated on a pay-as-you-go basis.

The GASB standards for OPEB plan accounting require public sector employers such as Jefferson County to begin to accrue the cost of retiree health benefits. Employers must calculate an "Annual Required Contribution," consisting of two components: A *Normal Cost* (the portion of the present value of total projected benefits assigned to the current year by the actuarial cost method used by the employer) plus an *Amortization Component* (the amount necessary to amortize the total unfunded actuarial accrued liability for its OPEB obligations.)

The County implemented GASB 75 which was effective with the Annual Financial Statements for the fiscal year ending December 31, 2017. The County is currently using The Nyhart Company to provide this service. **At this time, the County has no intent of bonding for the funding of the obligation that will be determined by the implementation of GASB 75.**

C. SCOPE OF WORK - GASB 75

The Consultant shall perform an actuarial evaluation of the County's post-employment benefit obligations, other than pensions, suitable for inclusion in the County's annual financial report as prepared in accordance with Generally Accepted Accounting Principles (GAAP). This valuation should be performed by, or under the supervision of a certified actuary and comply with the requirements of GASB 75. The Actuary's report should be in sufficient detail to permit the County to recognize the accrued liabilities at the operating fund level, as appropriate. The appropriate methodologies will be chosen and assumptions developed in consultation with the County.

The Actuarial study shall provide information to:

- Enable the County to manage the costs and liabilities associated with its retiree health benefits.

- Enable the County to communicate the financial implications of retiree health benefits to internal staff, employee groups, external auditors, and the Board of Legislators.
- Comply with Government Accounting Standards Board accounting standard 12 and with GASB 75 accounting standards related to OPEB.

The services to be provided should include, as appropriate, an evaluation of the current and future retirees and a review of prior year County experience to ensure that current assumptions are valid.

The study shall include the following elements:

Actuarial value of benefits, separately identifying amounts for actives and retirees, including:

- Present Value of Future Benefits
- Actuarial Accrued Liability
- Plan Assets and Unfunded Actuarial Accrued Liability (UAAL)
- Normal Cost
- Analysis of data to assess inconsistencies and make recommendations for enhancing data quality

GASB 75 accounting information and draft footnote, including:

- Annual Required Contribution (ARC), as a dollar amount and percentage of payroll, identifying (1) Normal Cost and (2) the outstanding balance and amortization amount for each component of the UAAL
- Annual OPEB Cost (AOC), as a dollar amount and percentage of payroll
- Reconciliation of Net OPEB obligation (NOO) during the current year, and projected NOO at end of year

Information to assist County in future budgeting, including:

- Cash flow analysis of “pay-as-you-go” costs
- Annual Required Contribution to fund retiree benefits over the working lifetime of eligible employees
- Recommendations (as appropriate) on managing the liability
- Retiree health expenses chargeable to categorical programs

Description of:

- Plan provisions, including group(s) covered and benefits valued
- Actuarial methods, including actuarial funding method and UAAL amortization policy;
- Actuarial assumptions
- Data used in the valuation, including age/service distribution table(s)
- Actuarial certification, including indication of compliance with Actuarial Standards of Practice No. 41 “Actuarial Communications” and American Academy of Actuaries “Prescribed Statement of Actuarial Opinion”.

All cost and liability estimates should be separated between active employees and current retirees and between pre 65 and post 65, where applicable. In addition, it may be necessary for the actuary to further break down results internally to facilitate calculations such as to separate current and/or future retirees between different grandfathered groups.

All information provided, including plan features and statistics are for reference purposes and subject to change. All information is believed to be correct and accurate; however, in no way does the County guarantee the accuracy of the information.

Representative participant information and other pertinent financial and statistical information are included in Exhibit A and B as follows:

Exhibit A: Jefferson County Participant Statistics

Exhibit B: Available Information for GASB 75 Execution

Jefferson County offers one self-funded Health Benefits Plan to eligible employees and retirees. The self-funded Health Plan includes hospital, medical and prescription drug coverage through a PPO network established by its third party administrator, UMR. Vision coverage is purchased separately.

The County does not split the Liability results by group. (CESA, Corrections, etc.)

CSEA Members, Deputy Sheriff, Corrections and Dispatch contribute \$70.97 bi-weekly for individual coverage and \$163.17 bi-weekly for family coverage.

Management employees contribute \$52.05 bi-weekly for individual coverage and \$119.66 bi-weekly for family coverage.

Jefferson Community College employees contribute \$102.52 bi-weekly for individual coverage and \$235.70 bi-weekly for family coverage.

## II. PROPOSAL PREPARATION AND SUBMISSION

Proposals shall address all services required of the providers as well as all criteria for evaluation of the proposal. Proposals should, at a minimum, include the following content:

### A. COVER LETTER

The letter of transmittal shall, at a minimum, contain the following:

- Identification of the Proposer, including business name, address and telephone number;
- Name, title, address, telephone number, fax number, and e-mail address of a contact person during the period of proposal evaluation;
- Acknowledgment of RFP addenda received, if any;
- A statement that the proposal shall remain valid for a period of not fewer than sixty (60) days from the due date for proposals;
- Identification of any information contained in the proposal which the Proposer deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the US Freedom of Information Act (a blanket statement that all contents of the proposal are confidential or proprietary will not be honored);
- Signature of a person authorized to bind the offering firm to the terms of the proposal.

### B. QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

1. Overview: This section should establish the ability of the Proposer (and its subcontractors, if any) to satisfactorily perform the required work by reasons of: demonstrated competence in the services to be provided; the nature and relevance of similar work currently being performed or recently completed; record of meeting schedules and deadlines of other clients; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. Information should be furnished for both the Proposer and any subcontractors included in the offer.
2. Furnish background information about the firm including date of founding, legal form (i.e., sole proprietorship, partnership, LLC, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, day/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect the Proposer's ability to perform contractually. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contact by any federal, state or local public agency.

3. Describe the firm's most noteworthy qualifications for providing the required services to the County. Specifically, highlight those qualifications that distinguish the firm from competitors.
4. List all public agencies for which the firm has provided GASB 75 OPEB valuations. For each, indicate the "as of" date of the most recent valuation and whether the valuation was substantially compliant with the new GASB OPEB standards.
5. Identify at least three (3) clients within New York State which the County may contact as a reference. Describe the work performed and include the name, job title, address and telephone number of a contact person for each reference.
6. The County reserves the right to make whatever investigations or inquiries necessary to determine the competency and ability of any Proposer to complete the requirements of this solicitation. A review may include but not be limited to inspection of the Proposer's facilities and equipment, references or previous contract performance with the County or others.

#### C. STAFFING AND PROJECT ORGANIZATION

1. Overview: This section should discuss the staff of the proposing firm who would be assigned to work on this engagement and their reporting relationships.
2. Identify the key personnel from the firm who would be assigned to this project. Include a brief description of their qualifications, professional certifications, job functions and office location(s). Designate an Engagement Manager who would be ultimately responsible for the relationship and a Project Manager who would provide day-to-day direction of the required work. Furnish brief resumes (not more than two pages long) for all key personnel. Include these as an appendix and not in the body of the proposal.
3. If more than two people will be assigned to the County project, include a simple organization chart that clearly delineates communication and reporting relationships among the project staff.

#### D. WORK PLAN/TECHNICAL APPROACH

1. Overview: This section should establish the Proposer's understanding of the County's objectives and requirements, demonstrate the Proposer's ability to meet those requirements and outline clearly and concisely the plan for accomplishing the specified work.
2. Describe succinctly how the firm would accomplish the work and satisfy the County's objectives described in this RFP. If appropriate, divide the work into segments or tasks to represent milestones for measuring progress.
3. Describe in detail the elements of the actuarial study and report that the firm would produce related to GASB 75.
4. Describe the work products and other deliverables which would be provided to the County at the conclusion of the engagement. State the purposes for which the work products could be used and any limitations the firm would impose on their usage.
5. Describe what information, documents, staff assistance, facilities or other resources would be required from the County to complete the project. Declare any other critical assumptions upon which the work plan is based.
6. Provide a schedule for completing the GASB 75 actuarial study. Express time in elapsed day/weeks from the start of work to the attainment of each milestone or completion of each task and through the end of the project.

E. EXCEPTIONS/DEVIATIONS

State any exceptions to or deviations from the requirements of this RFP.

F. FEE

1. **Overview:** This section should disclose all charges to be assessed the County for the Scope of Work and declare the Proposer's preferences for payment method and timing.
2. Quote fees for completing the GASB 75 related actuarial work and attestation, preferably on a firm fixed price basis. Declare any conditions that may cause these prices to escalate.
3. State preference for how payments should be made (e.g., partial payments corresponding to work milestones, lump sum payment upon conclusion of all work.)

III. FEE SCHEDULE

SERVICE TO BE PERFORMED	FEE
A. Certified Actuarial estimates required by GASB 75 for the County's annual Financial Statement for year ended December 31, 2019.	
Certified updates to the above for year ended December 31, 2020.	
B. Certified Actuarial estimates required by GASB 75 for the County's annual Financial Statement for year ended December 31, 2021.	
Certified updates to the above for year ended December 31, 2022.	
C. Certified Actuarial estimates required by GASB 75 for the County's annual Financial Statement for year ended December 31, 2023.	
Certified updates to the above for year ended December 31, 2024.	

**IV. PROJECT SCHEDULE**

EVENT	DATE
Issuance of Request For Proposals	February 2019
Deadline for Submission of Written Questions	March 15, 2019 at 4:00 PM EST
Response to RFP Due	March 28, 2019 at 4:00 PM EST
Finalists Notified By	April 19, 2019
Presentations to County by Finalists	TBD
Award/Recommendations to Board	TBD
Execution of Contract with Successful Proposer	TBD
Delivery of Actuary Report Due	TBD
Actuary Report Due	July 31 <sup>st</sup> of Each Year For the Duration of the Contract

## INSTRUCTIONS TO PROPOSERS

### A. DOCUMENTS

A complete set of documents shall be used to prepare a response to this request. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of the documents which make up this request. A complete set of documents may be examined or obtained from the Jefferson County Purchasing Department.

### B. GENERAL INFORMATION

An RFP defines the situation for which the services are required, how they are expected to be used and/or problems that they are expected to address. Proposers are invited to submit solutions which 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, but may not always be the primary consideration.

The County has endeavored to incorporate within these specifications all the elements which it reasonably anticipates will be required to accomplish the intended objectives set forth in this Request for Proposal. In submitting a proposal, the Proposer is agreeing to provide services consistent with these specifications. If a Proposer identifies an additional element which in its judgement would be essential to accomplish the intended objectives of this RFP, the Proposer should explain in detail why the County should consider including this element within the Request for Proposals. Conversely, if a Proposer identifies a task in the RFP which could be modified or deleted without impacting the objectives of the RFP, the Proposer should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject the addition, deletion or modification of an element of these specifications.

Formal requests for clarification or questions regarding this Request for Proposal should be submitted via email to the Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, New York 13601, at [Purchasing@co.jefferson.ny.us](mailto:Purchasing@co.jefferson.ny.us). Any information given to a Proposer in response to a formal request will be furnished to all Proposers as an amendment to this solicitation if such information is deemed necessary for the preparation of uniform proposals. Only such amendments when issued by the County Purchasing Department will be considered as being binding on the County. Verbal explanations or instructions given by a County employee, consultant, etc, to a Proposer regarding this solicitation shall not be binding on the County, and shall be considered informal unless confirmed in writing by the Purchasing Department. The County will issue no response to any request for clarification received later than ten (10) days prior to the proposal due date.

PLEASE NOTE THAT THE COUNTY WILL NOT PROVIDE VERBAL RESULTS OF ANY RFP. REQUESTS FOR COPIES OF THE FINAL AWARD OR RELATED DOCUMENTS MUST BE SUBMITTED IN WRITING (EMAIL IS ACCEPTABLE) TO THE JEFFERSON COUNTY PURCHASING DEPARTMENT. RESPONSES WILL BE PROVIDED AS SOON AS POSSIBLE.

While it is the County's express intention to issue a fair and competitive document, the County reserves the right to waive specific requirements of this solicitation when such waiver is deemed to be in the County's best interest. This Request for Proposal does not commit the County of Jefferson to award a contract or pay any costs incurred by a Proposer in the preparation of a proposal. Any Proposer who submits a proposal in response to this solicitation does so at their own expense including attendance at subsequent meetings to discuss their proposal.

### C. EVALUATION – AWARD

All proposals received in response to this RFP will be evaluated to determine if they are complete and meet the requirements specified in this RFP. After determining that a proposal satisfies the requirements stated in the RFP, a comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria will be made using subjective judgement. The award of a contract shall be based



on the lowest and best proposal received in accordance with the evaluation criteria described below, and whose offer is judged to be the most advantageous to the County. If needed, additional information, and/or interviews may be requested.

Proposal will be evaluated based on the following criteria:

- Technical Response – Demonstration of a clear understanding of the project and the approach and completeness of meeting the requirements.
- Proposer Experience – Proposer’s qualifications, experience, ability, and track record on providing similar services.
- Project Management and Support - Project management methodologies, quality assurance, and support.
- Ability to deliver high quality services consistent with the project requirements at a reasonable cost
- The Proposer’s Fee

The County reserves the right to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interest of the County to do so.

The County of Jefferson reserves the right to accept or reject any or all proposals, (in whole or in part), received to waive any technical defect, qualification, omission, informality, or irregularity, to negotiate with all qualified Proposers, or to cancel in part or in its entirety this Request for Proposal if it is deemed in the best interests of the County to do so.

The County of Jefferson may award a contract based upon the proposals received without discussion of such proposals with Proposers. Each proposal should therefore be submitted with the most favorable terms the Proposer can make to the County.

#### D. DISQUALIFICATION

The County reserves the right to reject any proposal for any of the following reasons:

- Failure to satisfy the requirements of this RFP.
- Failure to settle outstanding bills for labor or materials related to previous contracts with the County.
- The Proposer defaulted under previous contracts with the County.
- If it is determined that the Proposer is already obligated for the performance of other work which would delay the commencement, prosecution, or completion of the services required.
- Lack of sufficient personnel, assets, or financial resources necessary to provide the services successfully as revealed by either financial statements or experience.
- Evidence of Collusion among Proposers.
- The Proposer cannot satisfy the County as to ability to perform.

#### E. NO MISUNDERSTANDING

Prior to submission of a proposal, it is the responsibility of each Proposer to become familiar with the requirements of this RFP. No Proposer may plead misunderstanding or deception because of the misinterpretation of estimates, scope of work, or other issues related to this request.

#### F. FORM OF CONTRACT

The County intends to develop its own contract or issue a formal Purchase Order(s) to initiate and authorize the services included in this RFP. The final contract will involve, at a minimum, the terms and conditions set forth in this Request for Proposal including the general conditions, and may include those reflected in the specific proposal submitted. The content shall be the exclusive source of the Proposer’s rights and remedies and shall supersede any and all prior writings, negotiations or agreements of any kind.

#### G. CANCELLATIONS

The County of Jefferson retains the right to cancel the contract resulting from this RFP without cause provided the Contractor is given at least thirty (30) days notice of intent to cancel. This provision should not be understood as waiving the County's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. The County shall have the right to postpone, suspend, abandon, or terminate the contract and such action shall be in no event deemed as breach of contract. In the event of any termination, postponement, delay, suspension, or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of the contract, including, but not limited to guarantees, warranties, plans, and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County and shall fix the value of the work which was performed by the Contractor prior to postponement, suspension, abandonment, or termination of the contract. This clause does not apply if the contract contains other provisions applicable to the postponement, suspension, or termination.

#### H. CONTRACT TERM

The initial contract term shall be four (4) years upon date of award with an option to extend the resulting contract for up to two (2) additional one-year terms under the same terms and conditions upon agreement of both parties in writing.

Notice of intent to renew will be provided to the contractor in writing by the County, normally within ninety (90) days of the expiration date of the current contract. This notice will not be deemed to commit the County to renew the contract for the renewal period, until such time as the County takes official action (generally in the form of a modified Purchase Order) to commit to such a renewal.

## GENERAL CONDITIONS

In submitting a proposal, a Proposer agrees to be bound by the requirements set forth in the following general conditions. Whenever reference is made to the term "contractor" this shall include the party with whom the County has entered into an agreement, as well as any subcontractors whom the Proposer has engaged to complete portions of this Contract.

- A. The Proposer certifies that the price proposal has been identified independently, without collusion, consultation, communication or agreement for the purposes of restricting competition or any matter relating to such prices with any other Proposer or Competitor.
  
- B. No employee of Jefferson County has any direct or indirect interest in the award of a contract for he services set forth in this Request for Proposal. The Proposer warrants to the best of his knowledge and belief there are no relevant facts or circumstances which could give rise to an organizational conflict of interest as herein defined, or that the Proposer has disclosed all such relevant information to the County. An organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction of future activities, either result in an unfair competitive advantage to the Proposer or impair a Proposer's objectivity in performing the work for the County. The Proposer agrees that if any actual or potential organizational conflict of interest is discovered after the award, the Proposer will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Proposer has taken or proposes to take after consultation with the County to avoid, litigate, or minimize the actual or potential conflict. The County may terminate the contract in whole or in part if it deems such termination necessary to avoid an organizational conflict of interest. If the Proposer was aware or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, the County may terminate the contract or pursue such other remedies as may be permitted by the law or the contract.

The County may terminate any agreement if it is determined that gratuities in the form of entertainment, gifts, or otherwise were offered or given by a Proposer or representative to any County official or employee. The County may also terminate any contract if it is determined that the successful Contractor engaged in any other illegal or improper scheme that may imply favoritism or unfairness incidental to the solicitation process or the performance of the agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate the agreement and/or exercise any other remedy available to it under existing law.

- C. It is agreed that the successful Contractor will be responsible for any loss, personal injury, death, or other damage that may be done or suffered by reason of the Contractor's negligence, or failure to perform any of the obligations defined by this RFP, and the Contractor hereby agrees to defend, indemnify and save the County harmless for any loss, cost, damages and other expenses suffered by the County by reason of the Contractor's negligence or failure to perform any of the set obligations. The Contractor agrees to defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions. The negligence of any agent, servant or employee of the Contractor is deemed to be negligence of the Contractor within the meaning of this paragraph.
  
- D. Proposers may utilize subcontractors to complete the project provided that the Proposer is required to provide any information concerning such subcontractors requested by the County. In the event that a contract is awarded to a Proposer choosing to utilize a subcontractor, the successful Proposer will be responsible for ensuring that the subcontractors meet the requirements of this Request for Proposal and the contract between the County and the successful Proposer.

- E. It is understood that the successful Proposer is an independent Contractor and shall not be considered an agent of the County, nor shall any of the Proposer's agents or employees be considered subagents for the County.
- F. The successful Proposer shall without additional expense to the County be responsible for complying with any and all applicable laws, codes, and regulations in connection with the goods and services identified in this proposal. The County fully complies with the regulatory requirements, spirit, and intent of Affirmative Action and Equal Opportunity Employment. The successful Proposer agrees to comply with the non-discrimination and employment practices as required by applicable State and Federal laws and regulations regarding employment discrimination. The Proposer assures the County that in accordance with applicable law: it does not and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious beliefs, sexual preference or handicap. The Laws of New York State shall apply in construing any and all provisions of the RFP and resulting agreement.
- G. Pursuant to the provisions of Section 109 of the General Municipal Law, no Proposer to whom a contract is awarded shall assign, transfer, convey, subcontract, or otherwise dispose of all or part of such contract, or of his right, title, and interest herein, including the performance of the contract or the right to receive monies due, or to become due, or of his power to execute the contract without the prior written consent of the Jefferson County Purchasing Department. In the event the Proposer shall, without prior written consent, assign, transfer, convey, subcontract or otherwise dispose of the contract, or of his right, title, and interest herein, including the performance of the contract, or the right to receive monies due, or to become due, or his power to execute such contract, to any other person or corporations or upon receipt by Jefferson County of an attachment against the Proposer, the County of Jefferson shall be relieved and discharged from any and all liability and obligation growing out of such contract to such Proposer and the person or corporation to which such contract shall have been assigned, his assignees, transferees, or sublessee shall forfeit and lose all monies theretofore assigned on this contract, except so much as may be required to pay his employees.
- H. The exclusive means of disposing of any dispute arising as a result of contract award which is not disposed of by agreement, shall be decided in a New York State Court of competent jurisdiction located within Jefferson County. There shall be no right to binding arbitration. Pending final resolution of the dispute, the successful Proposer must proceed diligently with contract performance. The Proposer waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain, and any money requested must be fully supported by all documentation acceptable to the County.

The performance of work under the contract may be terminated by the County in whole or in part, effective upon receipt of notice whenever the successful Proposer defaults in performance of the contract, or fails to make progress in prosecution of the contract work, or endangers such performance and fails to secure such default within a ten (10) day period after receipt of notification from the County specifying the default.

- I. **Insurance Requirements:** CONTRACTOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Professional Liability Insurance, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A(-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to CONTRACTOR resulting from this Agreement. Commercial General Liability shall include personal injury liability.

**The COUNTY, its officers, employees and agents shall be named as additional insureds on a primary and**

**non-contributory basis on CONTRACTOR'S Commercial General Liability policy. In addition, a waiver of subrogation shall apply in favor of the COUNTY, its officers, employees and agents on CONTRACTOR'S Commercial General Liability policy.** It is further understood that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of CONTRACTOR and not those of the COUNTY.

Notwithstanding anything to the contrary in this Agreement, CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by CONTRACTOR shall not in any way limit CONTRACTOR's liability under this Agreement.

<u>Type of Coverage</u>	<u>MINIMUM Limits of coverage</u>
Workers' Compensation and NYS Disability	Statutory
Business Automobile Liability (Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)	\$1,000,000 Combined Single Limit
Commercial General Liability, (including Broad form contractual Liability, combined bodily injury and property damage)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit \$2,000,000 Products-Completed Operations \$1,000,000 Advertising/Personal Injury \$5,000 Premises Medical Payment
Professional Liability	\$2,000,000 Aggregate \$1,000,000 Each Claim

Each policy of insurance required herein shall be specifically endorsed to provide that in the event of cancellation, non-renewal, or material change on the part of the insurer, prior written notice shall be provided to COUNTY in accordance with the terms of the CONTRACTOR'S policy. The inclusion of such endorsement shall be confirmed on the certificates of insurance required herein.

At the time of execution of this Agreement, and upon each policy renewal, CONTRACTOR shall submit to COUNTY certificates of insurance evidencing CONTRACTOR's compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors. The CONTRACTOR shall furnish the appropriate ACORD Form Certificate of Insurance to COUNTY to evidence all coverage set forth above except Workers' Compensation and Disability Insurance. **A copy of the additional insured and waiver of subrogation endorsement forms must be submitted with the insurance certificates.**

Workers' Compensation coverage must be evidenced by Form C105.2 or New York State Insurance Fund Form U26.3. Disability Insurance coverage must be evidenced by Form DB120.

**REQUIRED EXTENDED REPORTING COVERAGE FOR CLAIMS BASED POLICIES**

In the event that CONTRACTOR'S Professional Liability Policy is a "claims made" policy, and coverage thereunder is cancelled or otherwise not renewed, and such policy is not replaced with another "claims made" Professional Liability Policy which provides continuing, uninterrupted coverage, CONTRACTOR shall be required to purchase extended reporting coverage for a minimum of three (3) years after completion of all work required of CONTRACTOR under this Agreement.

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy (and regardless of whether it is part of the coverage provided under CONTRACTOR'S Professional Liability Policy or is a separate policy), and coverage thereunder is cancelled or otherwise not renewed, and such policy is not replaced with another "claims made" Commercial General Liability Policy which provides continuing, uninterrupted coverage,

CONTRACTOR shall be required to purchase extended reporting products-completed operations coverage for a minimum of three (3) years after completion of all work required of CONTRACTOR under this Agreement.

#### **REQUIRED MINIMUM RETROACTIVE DATE FOR CLAIMS BASED POLICIES**

In the event that CONTRACTOR'S Professional Liability Policy is a "claims made" policy, the retroactive date for such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACORD Form Certificate of Insurance furnished to COUNTY.

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy (and regardless of whether it is part of the coverage provided under CONTRACTOR'S Professional Liability Policy or is a separate policy), the retroactive date for products-completed operations coverage under such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACORD Form Certificate of Insurance furnished to COUNTY.

- J. Indemnification. CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, and its officers, employees and agents from and against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements), known or unknown, contingent or otherwise, whether incurred as a result of a claim by a third party or any other person or entity, arising out of or in any way related to: (a) the work or operations of CONTRACTOR in the performance of this Agreement; or (b) CONTRACTOR'S failure to comply with any of the provisions of this Agreement or of the Law. Insofar as the facts and Law relating to any claim would preclude COUNTY or its officers, employees or agents, from being completely indemnified by CONTRACTOR, COUNTY and its officers, employees and agents, shall be partially indemnified by CONTRACTOR to the fullest extent permitted by Law.

The acts or omissions of any party employed directly or indirectly by CONTRACTOR, shall be deemed to be that of CONTRACTOR for the purposes of the CONTRACTOR's obligations to defend, indemnify and hold harmless under this Section. The fact that a party so employed by CONTRACTOR is alleged to or is proven to have acted outside the scope of employment, agency or contract, shall not relieve CONTRACTOR of any of its duties under this Section.

- K. The County is a duly authorized agent and shall have access to and have copies of the successful Proposer's records, including any books, computer tapes, discs or programs, or material pertaining to work performed under the contract at no cost to the County to determine or verify the compliance with all contractual conditions. The County shall be granted access to such records at all reasonable times during the contract period and for three (3) years thereafter.
- L. By submission of a proposal under this solicitation, the Proposer agrees that the County has sixty (60) days acceptance time in which to award a contract. The County reserves the right to reject as non-responsive any offer that specifies less than sixty (60) days of acceptance time.

A Proposer may withdraw its proposal at any time prior to the submittal deadline by submitting a request to do so in writing to the County Purchasing Department. Any proposal received by the County and not withdrawn becomes an irrevocable offer for a period of sixty (60) days after the submittal date. All signatures on proposals, amendments, and correspondence must be made by persons who are authorized to contractually bind the Proposers.

- M. Delivery. All proposals should be addressed to the Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, New York 13601. No proposal or amendment to a proposal will be opened or considered if received after the due date and time, and all offerors are advised that this requirement will be strictly interpreted and enforced. Email or Fax machines shall not be used for the submittal. Proposals received prior to the time of opening will be securely kept unopened. No responsibility shall be attached to the contracting department or representatives for the premature opening of a proposal not properly addressed and identified. All Proposers are responsible for ensuring their proposal is received on time by the County. In the event of the closing of certain County

facilities and/or operations, and/or services due to an unplanned event or any cause beyond the County's control, the opening/due date will be rescheduled by the County.

- N. FOIL: All material submitted in response to this RFP becomes the property of the County and will be considered public records after the award of the contract. Proposals shall not be shared with any competing offerors during the selection phase of this procurement; however, after award of the contract to the successful offeror, proposals received in response to this Request for Proposal may be subject to disclosure under a provision of the Freedom of Information Act. Information in proposals that is clearly identified as proprietary will not be disclosed at any time. Blanket statements that all contents of the proposal are confidential and proprietary will not be honored by the County. The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this RFP may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, Proposers should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its proposal:

The information or data on pages \_\_\_\_\_ of this proposal, identified on the top thereof as "CONFIDENTIAL", contain financial, technical, or other information which constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. We request that the County use such information only for the evaluation of this proposal but we understand that the Authority must comply with the provisions of the New York State Freedom of Information Law (FOIL) and public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL", and to make no claim for any damages as a result of any such disclosure by the County pursuant to FOIL.

In the event the County receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the Proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the Proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the County in making its determination as to whether disclosure is required under the law.

- O. Non-Appropriations Clause.

The awarding of a contract for the work outlined in this Request for Proposal is subject to the appropriation of funds and approval by the Jefferson County Board of Legislators. Any agreement between the County and the successful Proposer shall be executory only to the extent of the monies appropriated therefore. Contract award decisions will be made public as soon as possible. Proposers should not assume that their proposal has been approved until the receipt of official notification from the County of Jefferson. Neither this solicitation nor any representation by any public employee or office creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this solicitation.

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

Vendor/Proposer agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

p. Iranian Energy Sector Divestment.

Proposer hereby represents that said Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Proposer has not:

1. Provided goods and services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified natural gas for the energy sector of Iran; or
2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible Proposer pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Proposer submitting a proposal in response to this Request for Proposals must certify and affirm the following under penalties of perjury:

1. "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 of perjury, that to the best of its knowledge and belief, that each Proposer is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

Jefferson County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

Except as otherwise specifically provided herein, any Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Proposer cannot make the certification as set forth in subdivision (a) above, the Proposer shall so state and shall furnish with the request a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Proposal to any Proposer who cannot make certification, on a case-by-case basis under the following circumstances.

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The County of Jefferson has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Jefferson would be unable to obtain the goods or services for which the proposal is offered. Such a determination shall be made by the County in writing and shall be a public document.



## EXHIBIT "A"

### JEFFERSON COUNTY PARTICIPANT STATISTICS

Some helpful County statistics:

- **County workforce totals: 737 employees; 716 full time and 21 part-time.**
- Full time employees are eligible to receive health benefits.
- Approximately 605 employees receive health benefits (medical, hospital, prescription drug).
- Approximately 24 employees at Jefferson Community College (JCC) receive health benefits.
- There are 554 retirees and survivors. Upon reaching age 65, retirees are required to enroll in Medicare Part B as the primary insurance and County reimburses Medicare retirees the annual Medicare Part B premiums.
- Prescription Drug Benefits are provided to both active employees and retirees under the County health Benefits Plan.
- Dental benefits are offered at 100% cost to the employee.
- Retirees are covered by New York State Retirement benefits for their pensions.
- Cost of health benefits paid as they occur rather than pre-funding them (pay-go).
- One single employer, self-funded medical plan offered.
- Five employee units covered by plan – CSEA, Deputy Sheriffs, Corrections, JCC and Management.
- Employees may have differing contribution levels based upon negotiated contracts (copies of contracts and health plan available upon request).
- County has no intent to bond the funding of the obligation that will be determined by the implementation of GASB 75 at this time.
- The following documents are available to all interested parties upon written request.
  - A summary of health insurance plans offered by the entity and contribution levels associated with these plans.
  - Applicable language included in the County Collective Bargaining Agreement.

## EXHIBIT "B"

### AVAILABLE INFORMATION FOR GASB 75 EXECUTION TO THE SUCCESSFUL PROPOSER

1. Current retirees actually receiving Post Employment Health Insurance Benefits:
  - a. Identifier
  - b. Date of birth
  - c. Date of hire
  - d. Date of retirement
  - e. Gender
  - f. Type of coverage currently elected (individual, family, individual on Medicare, two persons on Medicare)
  - g. Actual health insurance costs paid for all retirees during the two most recent fiscal years
  - h. Dependents/beneficiaries
  
2. Current Active Employees
  - a. Identifier
  - b. Date of birth
  - c. Date of hire
  - d. Gender
  - e. Type of coverage currently elected (individual, family, individual on Medicare, two persons on Medicare)
  - f. Current annual salary
  - g. Actual health insurance costs paid for all active employees during the two most recent fiscal years
  - h. Dependents/beneficiaries
  
3. General Information – All Participants
  - a. Claims information for retirees and employees separated pre and post 65
  - b. Summary information about large medical claims (over \$25,000)
  - c. Population includes:
    - i) Sheriffs/Correction Officers with alternative early retirement provisions
    - ii) Community College Staff/Instructors or other staff not covered by NYSERS
    - iii) Does not include Nursing Home

**PROPOSAL CERTIFICATIONS**

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

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

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

Email: \_\_\_\_\_ Federal ID Number: \_\_\_\_\_

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this bid.

Any deviation to specifications is fully explained and attached. By signing and submitting this bid for consideration to the County of Jefferson, the vendor acknowledges that they have read, understand, and agree to the specifications as presented without reservation or alteration.

Deviations: Yes \_\_\_\_\_ No \_\_\_\_\_

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

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

- (1) The prices in this bid 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 bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where A. (1)(2) and (3) above have not been complied with; provided, however, that if in any case the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where A.(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

(1) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

Printed Name of Signer \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**NON-PROPOSER'S RESPONSE**

For purposes of maintaining accurate Proposer's lists and facilitating your firm's response to our invitation for proposal, the County of Jefferson is interested in ascertaining reasons for prospective Proposer's failure to respond to invitations for proposals. If your firm is not responding to this proposal, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the Jefferson County Purchasing Director, 195 Arsenal Street, Watertown, New York 13601. This form may be returned by mail or fax. Faxes may be sent to 315-785-7591. Failure to submit either a proposal or return this form will result in removal of your firm's name from our Proposer's lists. Thank you for your cooperation.

We are not responding to this invitation for proposal for the following reason(s)

- Items or materials requested not manufactured by us or not available to our company.
- Our items 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 proposal.
- Incorrect address used. Correct mailing address is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Our branch/division handles this type of proposal. Correct name and mailing address is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- We are unable to submit a proposal at this time but would like to continue to receive invitations for proposals.

- We are unable to submit a proposal and wish to be removed from the Proposer's list.

NAME OF FIRM: \_\_\_\_\_

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

CITY/STATE/ZIP CODE: \_\_\_\_\_

BY: \_\_\_\_\_

Signature of Representative

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

RFP Number: **19-08**

RFP Name: **ACTUARIAL SERVICES**

Attachment  
Certification Pursuant to Section 103-g  
of the New York State  
General Municipal Law

- A. 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 of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Proposer cannot make the foregoing certification set forth in Paragraph A above, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to whom the proposal is made, or his designee, may award a proposal, on a case by case basis under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods and services for which the contract is offered. Such a determination shall be made in writing and shall be a public document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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