

ADDENDUM 2 dated October 28, 2010
Greater Tompkins County Municipal Health Insurance Consortium
Employee Benefits Consulting Request for Proposals

1. All proposals must specify the amount of compensation requested and the proposed method of payment. In addition to being submitted as part of the response package, this summary must be emailed to Tompkins County Administration no later than November 1, 2010, directed to: jkipppola@tompkins-co.org and/or be included with the RFP response.

2. The original RFP states:

“Respondents shall execute the Insurance Binder, Non-Collusive Certificate and Anti-Discrimination Clause, which are enclosed.

The enclosed Tompkins County Insurance Certificate shall be filled out in its entirety and submitted as part of this proposal. No other Certificate of Insurance will be accepted. Any submittals lacking an executed Certificate of Insurance, in amounts outlined in the hold-harmless clause, may be considered as incomplete and non-responsive.”

Attached to this document are four enclosures.

*****END*****

ANTI-DISCRIMINATION CLAUSE

During the performance of this contract, (the contractor) hereby agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, color, creed, ethnicity, Vietnam-era veteran status, disabled veteran, marital status, disability, national origin, or status as an ex-offender. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (f) hereinafter called "non-discrimination clauses". If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
- (c) The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's and local Tompkins County Laws against discrimination as the State Commission for Human Rights shall determine.
- (d) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.
- (e) The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- (f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-

discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

GENERAL CONDITIONS ACCEPTED BY:

Firm: _____

By: _____

Date: _____

Title: _____

INSURANCE BINDER

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

Authorized Signature

COUNTY OF TOMPKINS
GENERAL CONDITIONS
NON-COLLUSION CERTIFICATE

NON-COLLUSIVE CERTIFICATION:

- (a) By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her/their knowledge and belief:
1. The prices in this bid/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 bidder/proposer or with any competitor;
 2. Unless otherwise required by law, the prices that have been quoted in this package have not been knowingly disclosed by the bidder/proposer prior to opening, directly or indirectly, to any other bidder/proposer or to any competitor; and
 3. No attempt has been made or will be made by the bidder/proposer to induce any other person, partnership, or corporation to submit or not to submit a bid/proposal for the purpose of restricting competition.

Name of Bidder/Proposer

Signature and Title of Signer

Date

NOTE:

A bid/proposal 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/proposer cannot make the foregoing certification, the bidder/proposer shall so state and shall furnish with the bid/proposal a signed statement that sets forth in detail the reason(s) therefore. Where (a) 1, 2, and 3 above have not been complied with, the bid/proposal 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/proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder/proposer (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/proposed, does not constitute, without more, a disclosure within the meaning of subparagraph (a) 1.



TOMPKINS COUNTY CERTIFICATE OF INSURANCE

BIDS CANNOT BE ACCEPTED NOR CAN WORK COMMENCE UNTIL THIS
CERTIFICATE IS RECEIVED AND ACCEPTED BY COUNTY ADMINISTRATION

INSURED NAME ADDRESS CITY, ST ZIP	<i>INSURANCE CARRIER:</i> A	A.M. BEST RATING:
	B	
PRODUCER NAME ADDRESS CITY, ST ZIP PHONE:	C	
	D	

This certifies that the policies listed below have been issued and are in force at this time.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS (IN \$1,000)
	GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE FORM <input type="checkbox"/> OTHER	 (Certified copy of policy must be submitted if "other")			EACH OCCURRENCE \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV INJURY \$ FIRE DAMAGE (ANY ONE FIRE) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-HIRED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA				EACH OCCURRENCE \$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				COVERAGE A STATUTORY COVERAGE B " EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$
	NYS DISABILITY				STATUTORY
	PROFESSIONAL LIABILITY OR ERRORS/OMISSIONS				\$
	OWNERS CONTRACTORS PROTECTIVE LIABILITY				
	OTHER				

Insurance Carriers providing liability coverages acknowledge that the above referenced contract constitutes an "Insured Contract" as defined in their policy. As required by said contract, the County of Tompkins and its officers, employees, agents and elected officials are included as Additional Insureds under each respective policy. Insurance Carriers warrant that no policy will be non-renewed, canceled, or materially changed without thirty (30) days advance notice to County Administration.

Certificate Holder: TOMPKINS COUNTY ADMINISTRATION 125 EAST COURT STREET ITHACA, NY 14850 PHONE (607-274-5548 FAX: (607) 274-5558 JKippola@Tompkins-Co.Org

Authorized Representative Signature Name Title Date
