



**Queens Library**

*Enrich your life™*

**RFP # 0416-3**

**WORKERS' COMPENSATION SELF-INSURANCE PROGRAM**

**THIRD PARTY ADMINISTRATION SERVICES**

**Date: April 7, 2016**

**Proposals must be submitted by:**

**April 29, 2016**

**Purchasing Department  
Queens Borough Public Library  
89-11 Merrick Boulevard  
Jamaica, New York 11432**

## TABLE OF CONTENTS

I.	CALENDAR OF EVENTS .....	3
II.	CONTACT INFORMATION.....	3
III.	CONTRACT PERIOD.....	4
IV.	BACKGROUND .....	4
V.	SCOPE OF SERVICES .....	6
VI.	PROPOSAL REQUIREMENTS .....	11
	A. Management & Qualification.....	11
	B. Cost.....	14
	C. Other.....	15
VII.	EVALUATION AND SELECTION.....	15
	A. Evaluation Criteria.....	15
	B. Selection Process .....	16
VIII.	PROPOSAL CONDITIONS AND INSTRUCTIONS.....	16
	A. Limitations .....	16
	B. Proposal Submission.....	17
	C. Administrative Specifications.....	17
	D. Addenda: Errors and Omissions .....	18
	E. Debriefing of Unsuccessful Proposers .....	18

Attachment 1- Forms

Attachment 2- Standard Terms/ Insurance

The Queens Borough Public Library (the “Library”), hereby solicits proposals from experienced firms and individuals (hereinafter referred to as “Proposers”) in response to this Request for Proposals (“RFP”) for Third Party Administrators (TPA) to provide claims adjusting services for the Library’s Workers’ Compensation Self-Insurance Program. The Library intends to award one (1) contract in connection with this RFP.

**I. CALENDAR OF EVENTS**

Issuance of RFP	April 7, 2016
Deadline for Questions	April 19, 2016
Submit Notice of Intent	April 25, 2016
<b>Proposal Due Date</b>	<b>April 29, 2016</b>

**II. CONTACT INFORMATION**

The Library’s designated contacts for this RFP, as of the date hereof, are Cristina Polychronopoulos, Procurement Coordinator, (718)-990-8684 and William Funk, Director of Procurement, (718)-990-0782. Questions regarding this RFP should be sent to: [RFPcontact@queenslibrary.org](mailto:RFPcontact@queenslibrary.org) on or before **April 19, 2016**. Responses to any questions received will be posted on the Library’s web site at <http://www.queenslibrary.org/about-us/proposals-and-bids> as they are received. No other communication of questions and answers will be made.

Each interested proposer should send a brief Notice of Intent by **April 25, 2016** to [RFPcontact@queenslibrary.org](mailto:RFPcontact@queenslibrary.org). Such notice should contain the Proposer’s name, address, phone number, e-mail address, and contact person for any and all communication regarding the RFP. Submission of a Notice of Intent is strongly encouraged, although not a pre-requisite for submitting a proposal.

Four (4) hard copies of your proposal and a CD or a flash drive or similar device that contains your proposal in either Microsoft Word or PDF format are due no later than **3:00 p.m. on April 29, 2016**, in a sealed package or packages. Each submitted package should be marked clearly on its exterior that it is in response to Security Guard RFP # 0416-3. All proposals should be delivered to:

Queens Borough Public Library  
Purchasing Department  
89-11 Merrick Blvd  
Jamaica, NY 11432

The Library will not consider any proposal that is faxed or e-mailed, whenever received, and will not consider any proposal received after the Proposal Due Date. **Failure to submit a proposal on time will not be waived by the Library under any circumstances (e.g., traffic conditions, mail or courier failure, etc.).**

The Library will not provide reimbursement for any costs or expenses incurred in connection with this RFP, including the costs of preparing and submitting a response, providing any additional information or attending an interview. All material that is submitted in response to this RFP will become the sole property of the Library. The Library expressly reserves the right to utilize any and all ideas submitted in the proposals received unless covered by legal patent or proprietary rights, any of which **must** be clearly indicated in the proposal submitted in response to the RFP.

Interviews of the top-qualifying Proposers may be conducted at the Library's discretion on a specific day or days to be disclosed later in the RFP process. All top-qualifying Proposers will be notified of the exact interview date(s) in advance.

### **III. CONTRACT PERIOD**

The term of the awarded contract will be for a (3) three year period with (2) two one year options to renew at the Library's discretion. This agreement may be renewed for additional periods. The Library may terminate the contract at any time, in its sole discretion, upon written notice. The anticipated start date as the result of an award from this RFP is July 1, 2016. The Library may adjust this start date for logistical, coordination and other reasons.

### **IV. BACKGROUND**

The Library is an independent, autonomous not-for-profit corporation. It is one of the largest and most innovative libraries in the world and one of the three New York City library systems. The Library consists of a Central Library and sixty-five (65) library facilities located throughout the County of Queens in the State of New York. The Library serves 2.3 million Queens residents, with an extensive collection of books, reference materials, periodicals, government documents, video and audiocassettes, records, compact discs, DVDs, and photographs and maps. The Library has a computerized integrated circulation and catalog system, state-of-the-art computer equipment in all community libraries, and the ability to provide information through free Internet access and facsimile machines to the public. The Library offers a wide variety of reading, writing, and literacy programs, and functions as an integral part of the Queens community.

The Library is seeking proposals from qualified Third Party Administrators (TPA) to provide claims adjusting services for the Library Workers' Compensation Self-Insurance Program including run-off and future claims. In addition to the actual administration of claims, it is the intention of the Library to use the TPA as a plan advisor and consultant. In this capacity the Library will require a representative to attend scheduled meetings, review and suggest funding changes, determine necessary reserves and funding levels, draft, review and suggest changes to operating procedures,

train and advise staff and communicate any New York State Workers' Compensation Board requirements. All these costs must be included as a fixed price that will be paid to the TPA.

The Library has been self-insured since 1995 and, in addition to the required TPA services, employs an in-house Workers' Compensation Administrator to follow up on reported accidents and claims and work directly with the TPA and other service providers.

The five-year average number of claims per year filed with the TPA and Workers' Compensation Board from 2011-2015 is twenty-four (24).

There are currently 23 open claims from 2000 through the current policy year including eight for this year.

Loss runs for a 5-year period and financial summaries for the program are available upon request.

The funding level for July 1, 2015 through June 30, 2016 is \$548,000. Reserves are currently \$319,000.

Below is the classification breakdown for payroll from July 1, 2014 – June 30, 2015:

<b>Code</b>	<b>Description</b>	<b>FT/PT EE</b>	<b>Total Payroll</b>
<b>7380</b>	<b>Drivers</b>	<b>10</b>	<b>\$ 560,648</b>
<b>8810</b>	<b>Clerical</b>	<b>269</b>	<b>\$16,645,069</b>
<b>8838</b>	<b>Public Library</b>	<b>1235</b>	<b>\$37,928,226</b>
<b>9101</b>	<b>Other</b>	<b>93</b>	<b>\$ 4,451,593</b>

The Successful Proposer must be knowledgeable with respect to New York State Workers' Compensation laws and regulations. The Successful Proposer must be licensed and qualified to do business in New York State and administer Workers' Compensation claims under the applicable section(s) of the New York State Workers' Compensation Law. The company must be currently providing adjusting services for self-funded Workers' Compensation programs. The successful vendor must have a minimum of five (5) years' experience with administration of self-funded Workers' Compensation programs.

## **V. SCOPE OF SERVICES**

The Successful Proposer must be knowledgeable with respect to New York State Workers' Compensation laws and regulations. The Successful Proposer must be licensed and qualified to do business in New York State and administer Workers' Compensation claims under the applicable section(s) of the New York State Workers' Compensation Law. The company must be currently providing adjusting services for self-funded Workers' Compensation programs. The successful vendor must have a minimum of five (5) years' experience with administration of self-funded Workers' Compensation programs.

Specifically, the Library is seeking a qualified TPA firm that can effectively and efficiently provide all of the services listed below:

### **1. Plan Design and Management Services**

The TPA shall be responsible for advising the QBPL on the following management items:

- a) Updates or changes in Workers' Compensation Insurance Law.
- b) Cost control effectiveness.
- c) Measures to keep the Library costs to a reasonable level.
- d) Measures to minimize risk and catastrophic losses.
- e) Health & Safety services or training to reduce exposure.
- f) Labor contracts as they relate to the Workers' Compensation Program.
- g) Prompt communication on a regular basis with QBPL Risk Management staff to review status of open claims.
- h) Materials to communicate benefits and/or coverage to the employees and other forms as required by the Library or law.

### **2. Claim Payments**

The Library will make all payments of claims directly from Library funds and bank accounts only after receiving approved invoices and a payment register from the TPA. The Library will manage the day-to-day finances of the Plan, including the investment management of the reserve fund and issuing 1099s.

### **3. Coordination of claims and benefits procedures.**

The TPA must be capable of verification of payment and timely review of:

- a) Medical bills and payments per the New York State Medical Fee Schedule.
- b) Indemnity wages and/or awards on all claims to be paid.
- c) Medical bills and payment and filing of appropriate reports for assessments per the Health Care Reform Act (HCRA) of 1996 and 2000.
- d) Medicare, Medicaid, and SCHIP Extension Act of 2007 in collaboration with QBPL risk management and assigned counsel.
- e) Permanent Disability Claims and strategies and implementation.
- f) Special Funds Strategies and implementation.
- g) Controverted claims where investigation reveals that the injury should not be compensable and when appropriate, aggressively pursue all issues related to controverted claims.
- h) All potential sources of recovery and subrogation including but not limited to, second injury fund, stale case, no fault loss transfer and third party tort actions without surcharges or percentage of savings fees and pursuit of collection.
- i) Medical status of employee utilizing medical treatment guidelines as appropriate. Must further be capable of the ability to provide for timely medical examinations with vendors mutually agreed upon with QBPL where necessary, to determine degree of disability as well as ability to return to work.
- j) Working with and/or providing rehabilitation services, case management services, and other specialty services where necessary. In all cases vendor must meet with the approval of QBPL.
- k) Recognition and reporting of claims to Excess Insurance carrier.

### **4. Liaison and Reporting Required to State and Federal Agencies**

The TPA must be capable of:

- a) Processing claims on a timely basis within prescribed timeframes per NYS WCB.
- b) Filing all reports required by appropriate State and Federal agencies.
- c) Being the primary contact for all day-to-day activities related to the State Workers' Compensation Board.
- d) Reviewing New York State Workers' Compensation Board Reports and Assessments and payment of same.
- e) Providing appropriate claim forms for filing first reports of injury with the New York State Workers' Compensation Board. If filing via an 800 number, e-filing or web-based system is an option, this should be clearly specified in proposal.
- f) Completing the required forms or providing the data to help the Library complete their portion of the following documents and Administrative Forms including but not an exhaustive list: NYS GA-3, GA-5, GA-1.6, SI-4, SI-4.1, SI-10.1, SI-10.1M and other reporting forms - as required by State Agencies

## **5. Management Reporting**

The TPA shall be responsible for the following:

- a) Maintenance of full and proper historical data on all losses.
- b) Providing quarterly and annual reports within thirty (30) days after the end of the period.
- c) Provide Quarterly and Annual Loss Reports by Category
- d) Special Reports - on an "as requested" basis utilizing information contained in computerized claims management database.
- e) Check registers will be required with greater frequency based on payments.

## **6. Reserve Funding and Services:**

The TPA should provide services and reporting for the following purposes:

- a) To determine outstanding claims liability (reserves) at the end of the Library's fiscal year (June 30) and other reportable terms.



- b) To determine costs for following years (fund level). Reports must be on a timely basis and consistent with our QBPL budget preparation. Cost projections for budget modifications should be provided quarterly (reserve changes).
- c) Any costs of additional proposed actuarial services are to be itemized and included in the contract price quoted by the TPA.

## **7. Legal Representation and Compliance**

The TPA must provide:

- a) Qualified legal representation at all Compensation Board Hearings or at other times when necessary for activities related to the Self-Insured Program. Legal representation must be performed by a person/firm that is experienced and qualified in all aspects of such hearings. The TPA must arrange for legal counsel where necessary, in individual cases. Choice of legal counsel, in all cases, will meet with approval of QBPL. QBPL must have access to partner and counsel.
- b) Settlement of claims promptly and in the best interest of QBPL with submission of any proposed settlement to QBPL for approval prior to settlement offer.
- c) A contact for QBPL advisement on all areas of compliance with workers' compensation and employee health & safety laws and regulations.

## **8. Health and Safety**

The TPA shall:

- a) Help design, implement and participate in a Loss Prevention Program for Worker's Compensation risks as needed.
- b) Provide health and safety specialists for at least 4 one-day sessions throughout each year to assist the Library's health and safety team with employee training and loss prevention activities.
- c) Provide pamphlets, resources or other training materials in order to assist the Library in increasing health and safety awareness throughout the organization.
- d) Provide implementation training to QBPL staff prior to July 1, 2016 with respect to procedures for program management. Written guidelines and best practices

documenting all of the processes to be followed by library staff and the TPA are required and must be provided prior to training sessions.

## **9. Additional Services**

The TPA:

- a) Must be capable of providing local representation.
- b) Must be able to attend at meetings with QBPL on demand as well as participate in routine claims reviews, auditing claim files and reserves and other activities associated with claims management.
- c) May be asked to solicit multiple programs and recommend Excess Insurance Coverage annually. The TPA must disclose the fee or commission for these services as part of the RFP submission.
- d) Must be responsible for confidentiality and protection of all data and shall describe in detail all data protection systems and procedures.
- e) Must maintain all losses in their computer system for ongoing analytical purposes. It will be expressly understood that all QBPL data, whether electronic or paper format, is owned by QBPL and will be available for transfer in a format that is agreeable to QBPL in a reasonable timeframe.
- f) Will be required to capture all QBPL historical data on its computer system and manage runoff claims. This may have to be done either manually or by electronic transfer of information provided by current TPA.
- g) May be required to produce additional loss runs as requested by risk management.
- h) Must assume responsibility for payment of any fines, penalties or costs, including legal fees imposed by any regulatory body, agency or third party resulting from errors, omissions, oversight, non-action or non-compliance on the part of the TPA.

## **VI. PROPOSAL REQUIREMENTS**

The following is a list of the information that must be provided in the Proposal. A proposal that does not include all the information requested below may be deemed non-responsive and subject to rejection. **Proposals should respond to all areas listed below, in the order listed.**

Proposers shall indicate in their proposals what information, if any, is proprietary and confidential. Proposers are hereby advised that the Library is subject to the New York State Freedom of Information Law (“FOIL”). Material marked “Confidential and Proprietary” will be treated as such to the extent consistent with the obligations under FOIL, other applicable law, regulation or legal process.

### **A. Management and Qualifications**

In setting forth its qualifications, each Proposer shall provide, the information requested below, as appropriate. Responses to this Section should be limited to 20 single-sided pages in total (not including resumes), and shall be prepared on 8½ x 11-inch paper using at least 12-point type with standard margins no less than 1”.

#### **Cover Letter (2 page limit)**

A cover letter, which shall be considered an integral part of the proposal, shall be bound with the proposal and signed by the individual or individuals authorized to bind the Proposer contractually. In signing the cover letter, the Proposer agrees to be bound by the terms of this RFP and its submission hereunder for no less than 180 days. The cover letter shall contain a statement that the Proposer’s work for the Library will not create any conflict of interest. If your firm believes that a conflict may arise, the nature of the conflict should be described – see section VI.A.23.

#### **General Information (18 page limit)**

1. Provide the firm’s legal name, address, tax ID number and State of Incorporation for the contracting entity submitting the proposal.
2. Provide and organization chart, the number of claims currently handled by the claims administrator organizationally and the average case workload for adjusters. The TPA must be adequately staffed to provide timely payments and responses to inquiries, hearings, etc.
3. Provide the name, title, address, telephone and fax number, and e-mail address of the individual the Library should contact with respect to your proposal. Make a statement regarding the availability of this individual as the primary contact to the Library throughout the term contemplated under this RFP.

4. Identify key personnel that will work on the Library's account along with their qualifications. Identify a primary account representative that must be assigned and must agree to work collaboratively with the Library's Risk Management to review adjuster performance.
5. Include the resume of the claims supervisor and any adjuster(s) that will be assigned to the Library's account including experience, training, qualifications and maximum caseload. The TPA personnel serving the Library must be trained professional claims adjusters with a minimum of five (5) years' experience administering NY Workers' Compensation claims. If personnel has less than 5 years, or is a trainee, that must be disclosed to the Library. A designated adjuster is preferable. A close working relationship with the in-house Library Claims Administrator is required particularly in regard to investigations and returning injured employees to work as well and integrating claims management practices into Library rehabilitation and RTW programs.
6. Provide a list of current clients and at least five (5) client references and contact information.
7. Provide a brief description of your firm, its history and ownership structure, and its number of employees. Also include any significant developments, or organization, ownership or financial structure changes that have occurred in the last three (3) years, or that you anticipate in the future.
8. Provide a summary of your firm's experience with executing the obligations or duties listed above in the Scope of Service, and begin with specific references to work for not-for-profit corporations, library systems or other like-entities. In describing that experience, you should name each client and the nature of the work performed, with specific reference to (a) the services provided; and (b) the term of such services.
9. Provide your sample claims services contract/terms if applicable.
10. Describe the TPA's claims management system and methodology for first report of claims to the TPA and then the TPA's mechanism to report claims to the NYS WCB. The Library may request a demo of end-user systems. An appropriate state-of-the-art system for filing first reports of injury and complying with the NYS WCB filing requirements is desirable.
11. Describe the TPA's software capability for migrating and capturing claim data and images for each individual claim with no limit on the number of individual years to be captured. A web-based, user friendly system is desirable to allow Library dedicated staff on-line access to claims data and ad-hoc reporting. It's desirable that the TPA's software program has the ability to provide a detailed dashboard of all medical and financial statistics that would assist in managing claims.
12. Provide sample loss runs. Samples should include routine claims summaries which can be categorized and tailored to include:

- a. Claims and Payments - loss year and totals, payments and incurred costs (med, LT and expense), recoveries, net, reserves.
  - b. Number of Claims – loss year, open, closed, total.
  - c. Loss Runs – claim number, claimant's name, work/department location, accident location, shift, occupation, WCB class code, loss year, DOA, financial data, claims type information, cause of injury, type or nature of injury, body part and open or closed, year-to-date and historical data.
13. Provide your Best Practices claims handling manual/procedures/forms for managing the process(es) to:
1. contact QBPL within 24-48 hours of a claim (C-2) being filed
  2. interview the claimant, review, investigate and report claims
  3. provide aggressive pursuit of issues related to controverted claims
  4. pursue third party subrogation
  5. continue open dialogue with QBPL during the management of a claim
  6. provide a supervisory review of all files on a periodic basis with evidence of such action in the files
  7. transfer files to legal counsel for Workers' Compensation Hearings and advice
  8. correct data or payments
  9. prevent penalties
14. Provide a sample check register used to authorize routine payments and assessments. The TPA will review and authorize payments but the Library will issue the checks locally.
15. Describe the methodology your firm uses to secure against cyber risks.
16. Describe what your firm believes is integral to executing the Scope of Services and discuss the issues that you feel are unique and important to providing the Scope of Services.
17. Describe any areas or subjects related to the services to be provided in response to this RFP in which you feel your firm has special expertise and the nature of that special expertise.
18. Identify any additional services not covered in the Scope of Service sections that your firm believes may be of particular value to the Library. Please describe why you believe these services to be relevant.
19. Identify any services listed in the Scope of Services your firm is not able to perform and explain why you are not able to perform these services.

20. Explain how you will safeguard and keep confidential the data and information provided by the Library to your firm.
21. Provide copies of your two (2) most recent audited financial statements. If audited financial statements are not available, please explain why and identify how the Library can assess the financial condition of your firm.
22. Identify any sub-contractors that you plan to utilize as part of your firm's proposed team. Provide the same information as requested above in Paragraphs 1. through 21. for the proposed sub-contractors.
23. Identify the nature of any potential conflict of interest your firm or any proposed sub-consultants might have in providing consulting services under this RFP to the Library.
  - a. Discuss fully any conflicts of interest, actual or potential, which might arise in connection with your firm's involvement with the Library. If your firm believes that a conflict of interest might arise, please describe how such conflict would be resolved.
  - b. State whether your firm represents any party that is or may be adverse to the Library.

You must certify in writing that your representation of the Library will not create any conflict of interest involving that firm.

24. Discuss any past or present civil or criminal legal investigations, litigation or regulatory action involving your firm or any of its employees that could impact your role or ability to serve as a consultant to the Library. If none, include a statement that there are no past or present civil or criminal legal investigations, or pertinent litigation and or regulatory actions that could impact your firm's ability to serve in the required capacity.

**B. Cost (Not counted towards page limit)**

1. Provide the all-inclusive cost for TPA Claims Service and disclose any additional fees, commissions, schedules, hourly or per item rates or costs for services such as medical note review, case management, excess insurance placement or other ancillary services.
2. Provide the list of panel attorneys that handle claims progress and/or settlement agreements at the Workers' Compensation Board and indicate the legal services hourly rates and fee schedules.
3. Provide the list of Investigative Firms used to perform physical surveillance and/or database checks and the hourly rates or fee schedules.

**C. Other (Not counted towards page limit)**

1. Proposers must either provide a statement accepting the terms and conditions in the Library’s Standard Terms, Attachment 2, or must alternately identify any exceptions taken to the terms and conditions. If exceptions are taken, the Proposer must clearly identify the language that is being taken exception to and provide the suggested alternate language for each such exception. The nature and extent of exceptions, if any, taken by the Proposer to the Library’s terms and conditions will be a factor considered in evaluating proposals. Proposers that demonstrate a willingness to accept the Library’s terms and conditions will be given more favorable consideration by the Library.
2. Proposers shall indicate in their proposals what information, if any, is proprietary and confidential. Proposers are hereby advised that the Library is subject to the New York State Freedom of Information Law (“FOIL”). Material marked “Confidential and Proprietary” will be treated as such to the extent consistent with the obligations under FOIL, other applicable law, regulation or legal process, and will not be disclosed by the Library except as necessary for the evaluation of proposals.
3. If your firm is awarded a contract in connection with this RFP, can your firm meet the insurance obligations that are required throughout the term of the contract as provided in Attachment 2?

**VII. EVALUATION AND SELECTION**

**A. Evaluation Criteria**

A Selection Committee consisting of Library staff will evaluate the properly received proposals. This Selection Committee will make its recommendations to the Library’s Board of Trustees for final approval. The Selection Committee will consider the following factors, though not necessarily listed in the order of importance, in making its determination regarding the properly received proposals:

1. The firm’s previous experience in providing the proposed services to not-for-profit corporations, library systems, and other similar clients;
2. The qualifications, expertise, prior experience, and availability of the proposed team assigned to the library, including expertise and experience pertinent to the services requested in the RFP;
3. The competitiveness of the proposed hourly and other billing rates; (Although proposed cost will be given significant consideration in the selection process, the Library reserves the right to negotiate lower fees with any firm selected, or a different fee structure than proposed.)

4. Overall organization, completeness, and quality of proposal, including cohesiveness, conciseness, clarity of response, demonstrated understanding of the Library and scope, and degree of acceptance of the Library's terms and conditions in the Library's Standard Consulting Agreement; and
5. Interviews, if conducted.

**The non-cost criteria listed above will be given more consideration than the cost criteria in the Library's evaluation of proposals.**

## **B. Selection Process**

The Selection Committee will initially review all proposals to determine responsiveness. Any proposal that does not address all requested requirements or is incomplete will be rejected.

The Selection Committee will evaluate all responsive and responsible proposals based on the criteria enumerated in Section VII (A), as referenced above. The Selection Committee may afford firms the opportunity to clarify proposals for the purpose of assuring a full understanding of their responsiveness to the RFP.

The Selection Committee may also conduct interviews of Proposers found to be most qualified to perform the services required, based upon the criteria listed in this RFP. If so, Proposers will be notified in advance of the exact interview date.

Prior to the award of any contract(s) under this RFP, the Library will conduct a vendor responsibility determination and may require eligible Proposers to answer questions and provide additional information to supplement the information provided in the Vendor Responsibility Questionnaire to assist the Selection Committee in making such a determination.

All Proposers will be notified in writing once one or more firms have been selected.

## **VIII. PROPOSAL INSTRUCTIONS AND CONDITIONS**

### **A. Limitations**

1. This RFP does not commit the Library to award a contract, pay any costs incurred in the preparation of a response, or procure or contract for services of any kind whatsoever. The Library reserves the right, in its sole discretion, to accept or reject any or all proposals as a result of the RFP, to negotiate with any or all firms considered, and to cancel this RFP in whole or in part. The Library reserves the right to request additional information from all Proposers.



2. Proposers may be requested to clarify the contents of their proposal. Other than to provide such information as may be required by the Library, no Proposer will be allowed to alter its proposal or to add new information after the RFP due date.
3. Proposers may be required to participate in negotiations and to submit any price, technical or other revisions to its proposal which may result from such negotiations.
4. Proposers must fully execute the forms contained in Attachment 1 and submit with its proposal.
5. All material submitted in response to this RFP will become the sole property of the Library.

### **B. Proposal Submission.**

1. Proposals must include a cover letter indicating the mailing address of the office from which the proposal was submitted, the name and email address of the individual who will represent the firm as the primary contact person for the proposal, and the telephone and facsimile numbers of the primary contact person.
2. Non-responsive proposals include, but are not limited to, those that:
  - (a) do not conform to the RFP requirements and instructions;
  - (b) are conditional; or
  - (c) contain a material omission(s).

The Library may waive minor informalities or irregularities in a proposal that are merely a matter of form and not substance, the correction of which would not be prejudicial to other proposals.

### **C. Administrative Specifications**

1. All proposals must be irrevocable for 180 days and signed by an authorized officer of the firm.
2. The successful Proposer(s) must agree to provide the Library with audit access on request during the term of the contract and for 7 years thereafter.
3. The Library at any time, in its sole discretion, may terminate its contract with the successful Proposer(s), or postpone or delay all or any part of the contract, upon written notice.

4. All Proposers are obligated to update any changes in their proposal prior to the proposal due date.

#### **D. Addendum, Errors and Omissions**

1. If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, they shall immediately notify William Funk, in writing, of such error and request clarification or modification to the document.
2. Should the Library find it necessary to modify this RFP, a notice of that modification will be made by way of an addendum that will be posted to the RFP website.
3. If a Proposer fails to notify the Library of a known error or an error that reasonably should have been known prior to the final filing date for submission, the Proposer shall assume the risk. If awarded the contract, the Proposer(s) shall not be entitled to additional compensation or time by reason of the error or its late correction.

#### **E. Debriefing of Unsuccessful Proposers**

Upon written request via email to William Funk, a debriefing will be scheduled with an unsuccessful Proposer after the Library has provided notice of its selection of one or more successful Proposer(s). Discussion will be limited to a critique of the proposal submitted by the Proposer requesting the debriefing. Comparisons between proposals or evaluations of the other proposals will not be discussed. Debriefings may be conducted in person or on the telephone, at the Library's discretion.