Request for Proposals (RFP) 13026
Suffolk County Purchasing Division on behalf of the Suffolk County Department of Information Technology is Seeking Proposals For GIS Computer Consulting Services

Timeline

Advertised/Issue Date: August 29, 2013

Technical Questions Due: September 10, 2013 at 3:30 p.m.
Must be submitted in writing (fax/email acceptable) to the Suffolk County Purchasing Office

Proposal Due Date: September 19, 2013 at 3:30 p.m.

Contact Information

Name: Thomas J. Malanga
Principal Contracts Examiner
Suffolk County Purchasing Office, Room 103
335 Yaphank Avenue, Yaphank, NY 11980
Tel. (631) 852-5196
Fax: (631) 852-5221
Email: Thomas.Malanga@suffolkcountyny.gov

Response Package Requirements

- Submissions to be sent to Suffolk County Purchasing Office
- Number of Copies: Original plus 8 copies
  - 1 CD to include Proposal PLUS Fee/Revenue Schedule
  - CD to be placed in SEALED ENVELOPE containing copies of the Cost Proposal
- The Purchasing RFP No. (located on upper right hand corner of this page) must be on:
  - All outer mailing envelopes/package
  - Original Response and all copies on the binder/cover page
- Original must be labeled “ORIGINAL”
- Original must contain the actual ink signed and notarized required County forms
- All copies must be complete copies of the Original
- Cost Proposals/Fee Schedules, original and required number of copies are to be in a separate, single, sealed packet to be included with the Original Proposal ONLY
- Proposals should be submitted in a tabbed and labeled binder, not permanently bound
- Transmittal letter and all required forms should be placed in First Tab of Binder
- Do NOT return RFP document. This is for you to keep for reference.

Late Proposals Will Be REJECTED
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Note: All required forms may be obtained at www.suffolkcountyny.gov:
Click on Bids and Proposals and follow the instructions to register and download the documents
Section I
Administrative Information

1. Purpose of RFP

The County of Suffolk ("County"), on behalf of the Suffolk County Department ("Department") set forth on page one, invites proposals ("Proposal(s)") from qualified companies ("Proposer") to provide services ("Services"), as described in Section IV, entitled “Technical Requirements.”

The term Contractor ("Contractor") shall mean the successful Proposer who may be awarded a contract pursuant to this RFP.

2. Coordinating Departments

a. Prior to Award of Contract

The Suffolk County Purchasing Office is responsible for coordinating with the Department regarding the issuance of this RFP:

Suffolk County Purchasing Office
335 Yaphank Avenue, Room 103
Yaphank, New York 11980
Main Tel: (631) 852-5196
Fax: (631) 852-5221
Contact: Purchasing Office staff member listed on page one of this RFP.

b. After Award of Contract

i. The Department is responsible for coordinating with the Suffolk County Attorney’s Office and the Contractor regarding the negotiation and execution of the contract.

ii. The County will execute a contract with the Contractor, based on the Model Contract included in this RFP. Note that the Model Contract is subject to negotiation and revision, based on the Department’s needs and the approval of the County Attorney’s Office.

iii. The Proposal submitted by the Proposer in response to this RFP, as may be negotiated by the Department, will become the basis for the Contract.

c. After Execution of Contract

The Department is responsible for administration of the Contract.

3. Background Information

a. Suffolk County, with a population of 1.5 million, is Long Island’s eastern-most county, and covers an area of approximately 900 square miles, 20 miles at its widest part and approximately 86 miles in length.
b. The County of Suffolk is a municipal corporation of the State of New York with an annual operating budget of approximately $2.6 billion. The County employs approximately 12,000 employees, with main offices located in Hauppauge, Yaphank, Riverhead, and several smaller locations.

4. Evaluation Committee and Award of Contract

The award of any contract will be made in the best interest of the County, taking into consideration cost as well as technical or other non-cost factors. The Suffolk County Department of Law acts as counsel to the County Evaluation Committee, but does not vote in the selection process.

The RFP Evaluation Committee shall include the following:

a. Suffolk County Legislature Presiding Officer, or his designee; and

b. Suffolk County Executive, or his designees; and

c. Suffolk County Attorney, or his designee; and

d. The Department Head of the Suffolk County Department of Information Technology, or his or her designee, of the Department requesting the RFP.

5. Questions and Comments

a. Administrative Questions

Administrative questions (e.g. procedural questions on how to respond to this RFP) may be submitted by telephone or in writing (fax/email acceptable) to the Purchasing Office staff member listed on page one of this RFP.

b. Technical Questions

Technical questions (questions which are specific to the service requested in this RFP) must be submitted in writing (fax/email are acceptable) on or before the date set forth on page one of this RFP to the attention of the Purchasing Office staff member listed on page one of this RFP. Responses to such technical questions will be developed by the requesting Department and issued by the Purchasing Office in the form of an Addendum to this RFP.

c. No Direct Contact

No questions or comments should be directed to any County employee or its Contractors or any firm currently in contract with the County regarding this RFP during the RFP process, except as set forth in sub-paragraphs 5.a and 5.b above or as may be requested or permitted by the Suffolk County Purchasing Office and/or the Suffolk County Department of Law. Failure to comply may result in immediate disqualification.
6. **Proposer’s Conference**

There will not be a Proposer’s Conference scheduled for this RFP.

7. **Due Date for Proposals**

Proposals must be submitted to the attention of the Purchasing Agent listed on page one, by 3:30 p.m. on the date set forth on page one of this RFP.

In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as an Addendum to this RFP and applicable to all Proposers.

8. **Number of Copies of Proposal**

One original, plus such additional numbers of copies as set forth on page one of this RFP of the responses to Sections II, IV and V, are required to be sent to the Suffolk County Purchasing Office.

**Note:** Section V, entitled "Cost Proposal/Fee Schedule," is required to be in a separate, sealed envelope, properly labeled.

Do not submit Proposals that are permanently bound.

9. **RFP Policies and Procedures**

a. It is the County’s intent to select the Proposer that provides the best solution for the County’s needs. In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below in paragraph 12, entitled “Proposal Format.” Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County’s evaluation process.

b. The Contract will be in the general format set forth in Section VI entitled “Model Contract,” but will be subject to final contract negotiations.

c. This RFP is not intended, and shall not be construed, to commit the County to pay any costs incurred in connection with any proposal or to procure or contract for any services.

d. As a preliminary step, each Proposal will be examined to determine whether it is responsive to the requirements of this RFP. After such preliminary review, all responsive proposals will be evaluated.

e. The decision to award a contract shall be based on the ability of the Proposer to provide quality and needed services and products and to comply with all applicable laws, rules, and regulations, including without limitation the local preference and other Suffolk County local laws referenced in the Section entitled “Suffolk County Required Compliance Forms in Accordance with County Laws.”

f. While the County is under no obligation to contact Proposers for clarifications, it reserves the right to do so. Depending on the number and quality of the proposals submitted, the County, at
the sole discretion of the RFP Evaluation Committee, may elect to interview all or some of the Proposers during the selection process and to request presentations.

g. The County will not necessarily choose the Proposer(s) with the lowest rates for Services. Based on the evaluation criteria, a competitive range consisting of those Proposals which are acceptable to the County, or which could be made acceptable following written or oral presentations, will be determined.

h. The award of any contract will be made as judged to be in the best interest of the County.

10. RFP Posted On County Website

This RFP is available on-line at: www.suffolkcountyny.gov; click on Bids and Proposals and follow the instructions to register and download the documents. By registering on-line you will automatically be notified of all future addendums. If you should need assistance, please contact the Purchasing Office for help.

11. Reservation of Rights

The County expressly reserves the right to:

a. Reject or cancel any or all proposals or any part thereof submitted in response to this RFP;

b. Withdraw the RFP at any time, at the County’s sole discretion;

c. Disqualify any Proposer whose conduct and/or Proposal fails to conform to the requirements of the RFP;

d. Use Proposal information obtained through site visits, management interviews, and the County’s investigation of a Proposer’s qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to the County request for clarifying information in the course of evaluation and/or selection under this RFP;

e. Prior to Bid opening, amend the RFP specifications to correct errors, or oversights, or to supply additional information, as shall become available;

f. Prior to Bid opening, direct Proposers to submit Proposal modifications addressing subsequent RFP amendments;

g. Change any of the dates concerning the RFP award schedule;

h. Eliminate any mandatory, not-material specification that cannot be complied with by all of the prospective Proposers;

i. Waive any requirements that are not material;

j. Award negotiated contracts to one or more Proposers;
k. Negotiate with the successful Proposer(s) within the scope of the RFP, in the best interest of the County;

l. Conduct contract negotiations with the next responsible Proposer should the County be unsuccessful in negotiations with the selected Proposer;

m. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a Proposer’s compliance with the requirements of the RFP.

12. Proposal Format

The following materials are required to be received by the County, by the Proposal Due Date set forth on the first page of this RFP. The topics listed under these general headings are minimum standards and should not be viewed as limitations to the information provided by the Proposer in response to this RFP.

a. Transmittal Letter (one original plus number of copies listed on page one)

A transmittal letter is a letter on the Proposer’s stationery. A corporate officer or an authorized agent of the Proposer must sign the transmittal letter. The transmittal letter must state the contact person who will be responsible for answering all questions of the County Evaluation Committee. Include the telephone number, fax number, and e-mail address for such contact person.

b. Required Forms

i. Disqualification of Non-responsible Bidders (LL 52-2012 Form) (2 pages)

LL 52-2012 Form is included in the Section entitled “Suffolk County Required Compliance Forms in Accordance with County Laws.”

ii. Suffolk County Form 22 -- Contractor’s/Vendor’s Public Disclosure Statement (3 pages)

SCEX Form 22 is included in the Section entitled “Suffolk County Required Compliance Forms in Accordance with County Laws.”

A corporate officer, or an authorized agent of the Proposer, must sign one (1) original of form and have it notarized.

Please note that any Proposers who are not-for-profit corporations are not required to complete this form.

iii. Non-Collusive Proposal Certification (FTS Form) (1 page)

FTS Form is included in the Section entitled “Suffolk County Required Compliance Forms in Accordance with County Laws.”
iv. **Lawful Hiring Forms (LHE-1 and LHE-2 Forms) (2 pages)**

These forms are included in the Section entitled “Suffolk County Required Compliance Forms in Accordance with County Laws.”

The Labor Department’s Lawful Hiring of Employees Unit may be reached at (631) 853-3808 for specific questions.

v. **Living Wage Forms (LW-1 and LW-38 Forms) (2 pages)**

These forms are included in the Section entitled “Suffolk County Required Compliance Forms in Accordance with County Laws.”

If you answer yes to LW-38, then you MUST answer questions 12 and 13 on LW 1 form.

The Labor Department’s Living Wage Unit may be reached at (631) 853-3808 for specific questions.

vi. **Contractor’s Statement of Applicability of Local Preference Law – Section A4-13 of the Suffolk County Administrative Code (Local Preference Law)**

Local Preference Law - Section A4-13 of the Suffolk County Administrative Code establishes a preference program for Suffolk County consulting contracts. This preference program requires all contracts for professional consulting services (engineering, architectural, planning, legal, and accounting, etc.) to be awarded to firms located and doing business within Suffolk or Nassau County, except where no local consultant has the necessary expertise or credentials to provide the needed service, or where the local consultant's response to a Request for Proposals (RFP) exceeds the otherwise lowest response by more than 10%. The local law contains specific definitions and language relative to application of this law which interested parties should review. The laws of Suffolk County are available free of charge at [http:legis.suffolkcountyny.gov/](http:legis.suffolkcountyny.gov/) under the “Search the Laws of Suffolk County” tab.

If applicable, include a statement with the Proposal asserting the applicability of the Local Preference Law. The statement must include the reasons for assertion of the applicability of the Local Preference Law.

c. **Proposer Profile/Response to Questions set forth in the RFP Section entitled “Proposer Profile”**

Proposers’ responses will be used in the County’s evaluation of the Proposers’ general qualifications.

d. **Proposer’s Proposed Technical Services/Response to items set forth in the RFP Section entitled “Technical Requirements”**

This Section will be used in the County’s evaluation of the Proposer’s proposed technical services.
e. **List (if applicable) of Subcontractors**

Identify all subcontractors the Contractor plans to use and the function for which such subcontractors will be responsible. Provide qualifications, including prior relevant experience, for all subcontractors anticipated to be used (Reference Section III).

Sub-contractors must complete all County forms listed above in paragraph 12(b).

Sub-contractors must respond to all questions set forth in the RFP Section entitled “Proposer Profile.” This includes financial statements.

Sub-contractors must respond to all requirements, to the extent such requirements are applicable to the services they will be providing, set forth in the RFP Section entitled “Technical Requirements.”

Failure to include this information in the Proposal may be grounds for disqualification.

f. **Conflict of Interest**

Proposers must disclose to the County the existence of any conflicts of interests, whether existing or potential. If none exist, state so. Proposals shall disclose:

i. Any material financial relationships that the Proposer or any employee of the Proposer has that may create a conflict of interest in acting as a Contractor for Suffolk County.

ii. Any family relationship that the Proposer or any employee of the Proposer has with any County employee that may create a conflict of interest or the appearance of a conflict of interest acting as a Contractor for Suffolk County.

iii. Any other matter that the Proposer believes may create a conflict of interest or the appearance of a conflict of interest acting as a Contractor for Suffolk County.

g. **Proposer’s Cost Proposal/Fee Schedule - Response to items set forth in the RFP Section entitled “Cost Proposal/Fee Schedule”**

This Section will be used in the County’s evaluation of the Proposer’s proposed Cost Proposal/Fee Schedule.

h. Proposals shall be prepared avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. Each response in a Proposal shall clearly identify the section and paragraph number from the RFP to which it responds.

13. **Award Criteria**

a. **General Qualifications:** 40 points

Proposer’s history, expertise, experience, reliability, financial viability, and references. See RFP Section II, entitled “Proposer’s Profile” for specific requirements.

b. **Proposed Technical Services/Products:** 40 points

Strategies, methodologies, services
offered by Proposer. See RFP Section IV, entitled “Technical Requirements” for specific requirements.

c. **Cost Proposal/Fee Schedule**
   20 points
   Separate sealed envelope.
   See Section entitled “Cost Proposal/Fee Schedule Proposal” for specific requirements.

Total 100 points

14. **Contract Terms and Conditions**

a. Reference is made to the Model Contract set forth in Section VI entitled “Model Contract.” The Model Contract is included to illustrate general terms and conditions, including indemnification and insurance, which will be included in the contract when executed.

b. If the Proposer has a concern or question as regards any of the terms and conditions included in the Model Contract, the Proposer should note such concerns or questions in their Proposal. The Proposal must identify any items relating to the Model Contract that the Proposer requests be negotiated.

c. The Model Contract is subject to revision arising out of the terms and conditions imposed by law and/or deemed appropriate by the County Attorney’s Office.

d. Portions of the Proposal, as may be subsequently modified in negotiations with the County, may be included as exhibits in any contracts that the County may execute with the Proposer.

e. The County will execute a contract with principal contractors only. Any arrangements, including fee arrangements, partnerships, or collaborations between the principal contractor and subcontractors that provide services as part of the Proposal, must be fully disclosed in the Proposal.

f. The Proposer should not return the Model Contract with the Proposal.

15. **Use of County Resources to Interfere with Collective Bargaining Activities**

   **Local Law No. 26-2003**

Proposers are advised that the efficient, timely, and nondisruptive provision of goods and services is a paramount financial interest of the County and, as such, the County requires the potential Contractor to protect the County’s financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes, including but not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, nonintimidation agreements, and reasonable access agreements.

16. **Non-Responsible Bidder**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.
The Contractor certifies that it has complied with the disclosure requirements under section 189-7 of the Suffolk Code, it is in compliance with all applicable licensing laws, and that it either has not engaged in a prohibited act covered under section 189-5 of the Suffolk County Code or is otherwise exempt from the provisions of Article II of Chapter 189 of the Suffolk County Code under section 189-9.

This certification shall be set forth on the LL52-2012 Form “Disqualification of Non-Responsible Bidder.”

17. Effective Period of Proposals

All proposals must state the period for which the proposal shall remain in effect (i.e., how much time the County has to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the Proposal due date.

18. NYS Freedom of Information Law (FOIL)

All submissions for the Counties’ consideration will be held in confidence pending final execution of the contract(s) unless disclosure is required by law or judicial order. However, fully executed contracts are subject to the New York State Freedom of Information Law (FOIL), codified at Public Officers Law Article 6. Therefore, if a Proposer believes that any information in its submission constitutes a trade secret or is otherwise information which, if disclosed would cause substantial injury to the competitive position of the Proposer’s enterprise, and the Proposer wishes such information to be withheld if requested pursuant to FOIL, the Proposer shall submit with its Proposal a separate letter addressed to the primary contact referenced in this RFP, specifically identifying the page number(s), line(s) or other appropriate designation(s) of the Proposal containing such information, explaining in detail why such information is a trade secret or is other information which if disclosed would cause substantial injury to the competitive position of the Proposer’s enterprise, and formally requesting that such information be kept confidential. Failure by a Proposer to submit such a letter with its submission will constitute a waiver by the Respondent of any interest in seeking exemption of this information under Article 6 of the Public Officers’ Law relating to protection of trade secrets. The proprietary nature of the information designated confidential by the Proposer may be subject to disclosure if it is requested and the County deems it subject to disclosure or if ordered by a court of competent jurisdiction. A request that an entire Proposal be kept confidential may not be considered reasonable since a submission cannot reasonably consist of all data exempt from FOIL.

End of Text for Section I
Section II  
Proposer Profile

1. General Information/Proposer's History
   a. Company name and address.
   b. Year company was founded and history.
   c. Total number of employees in company, and the number of employees at servicing office(s).
   d. Location(s) from which services will be performed.
   e. Describe the nature of your organization (e.g. business corporation, not-for-profit corporation, proprietorship, etc.).
   f. Contact person and title.

2. Qualifications and Experience of Personnel
   a. Provide resumes of the account manager and other key staff who will be assigned to this account.
   b. For each professional listed above, describe his/her qualifications and provide information regarding:
      i. Education;
      ii. Professional licenses and other affiliations (copies of which shall be submitted with Proposals);
      iii. Number of years engaged in services relating to the services requested in this RFP;
      iv. Other relevant work experience or qualifications;
      v. The role each identified person would play.
   c. Describe other accounts involving similar services. Describe the role and experience of key personnel assigned to other similar accounts who will be assigned to this account.
   d. Will temporary staff also be involved? If so, include details of their supervision and training.
   e. In addition, Suffolk County may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) business days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.
3. Financial Viability
   
a. Financial Statements – Mandatory for Nongovernmental Agencies
      
      Requirement specifications:
      
i. Current financial statement (if current year not available previous calendar year acceptable) prepared and certified by Independent CPA to include:
         o Balance Sheet
         o Income Statement
         o Cash Flow Projection
         o Opinion Letter
      
      ii. If independently audited financial statement is not available, the most current in-house Company statement to include
         o Balance Sheet
         o Income Statement
         o Cash Flow Projection
         o Financial Statement to be signed by one of the following attesting to the accuracy of the statement:
            ▪ CEO/CFO/COO
      
      iii. Failure to submit complete, comprehensive documents may result in disqualification for consideration of an award.

b. Indebtedness to County, Liens, and Litigation
   
   Submit a statement as to indebtedness, if any, to the County; and a listing of all outstanding liens, if any, against the Proposer. Submit a summary of all litigation, if any, against the Proposer and disposition or outcome of same.

c. Statement Regarding Bankruptcy
   
   If applicable, include a statement disclosing any bankruptcy(ies) filed within the last seven (7) years. The statement must include the date the bankruptcy was originally filed, the current status, and, if applicable, the date the bankruptcy was discharged.

4. Client History
   
   Provide a list of all clients for whom you have provided similar services within the last three years. For each client, provide the following:
   
a. Client name; and
b. Client address; and
   
c. Contact name, title, and telephone number; and
d. Description of services provided and time period.

5. References

a. From the list provided in response to paragraph 4, entitled “Client History”, provide three client references for which you have provided services (current governmental or quasi-governmental agencies preferred). Provide name of the organization, services, contact name and telephone number.

b. Provide a list of all contracts with the County of Suffolk within the last five (5) years (regardless of type of service), the time period for those services and your primary County contact.

6. Conflicts of Interest and/or Potential Conflicts of Interest

a. Relationships with Third Parties

Any Proposer to the County of Suffolk is charged with the continuing duty to disclose to the County the existence of any interests it may have, contractual or otherwise, ongoing or previous, with any companies or individuals with whom the County of Suffolk does business with respect to the services required by this RFP. This duty continues for so long as the Proposer is retained on behalf of the County or its employees.

b. Relationships with County Departments/Agencies/Employees

Any Proposer to the County of Suffolk is charged with the continuing duty to disclose to the County the existence of any interests it may have, contractual or otherwise, ongoing or previous, with any County department, agency or employee. This duty continues for so long as the Proposer is retained on behalf of the County or its employees.

7. Subcontractors

If you intend to use the services of a subcontractor, please provide all of the above information in this Section for each such subcontractor.

Note that the County must pre-approve the use of any subcontractors.

End of Text for Section II
Section III

Background Information

The County provides governmental services through its elected and appointed officials, including the Suffolk County Legislature, the Office of the County Executive, the Office of the County Comptroller, the Office of the Treasurer, the Office of the District Attorney, the Office of the County Clerk, the Office of the Sheriff and the Board of Elections.

Services are also provided by the County’s numerous departments, including, but not limited to the Department of Health Services, the Police Department, the Department of Social Services, the Department of Fire Rescue and Emergency Services, the Department of Labor, the Department of Public Works, the Department of Civil Service, the Department of Parks, the Department of Real Property Tax Services and the Department of Information Technology.

Major centers of government include: Yaphank Complex (this includes Police HQ, Department of Public Works), Riverhead Complex (this includes Sheriff’s Office and Jail), Hauppauge Complex (Departments of Civil Service, Law, Probation, Health, County Executive), Hauppauge Rabro Drive (Health Department), Ronkonkoma (Department of Social Services) and Central Islip (Cohalan Courts Complex).

The services requested by this RFP may involve coordination with one of more of the above listed entities.

End of Text for Section III
Section IV
Technical Requirements

1. Technical Services

The Contractor must state in its Technical Proposal if it can provide each of the below listed services. The Contractor must state if it is unable to provide a particular service. The Contractor must provide information as to the level of service it can provide.

Please note that a Contractor will not necessarily be disqualified if it is unable to provide all of the below listed services. The County intends to contract with several Contractors to ensure that a wide range of technical services will be available on an as needed basis.

Note: Fees for your services should be set forth in your Fee Structure Proposal, not your Technical Services Proposal.

GIS Skills Requirements

Project requirements will be numerous and varied; however, the Department will require technical services as described below to be performed by temporary technical personnel in the following types of positions.

It is mandatory that the Contractor have experience with one or more of the following software platforms:

1. ArcGIS Advanced Enterprise Server 10.1 or later
2. ArcGIS 10.1 or later
3. ArcIMS 10.1 or later
4. SDE 10.1 or later
5. Microsoft Windows Server 2003 or later
6. Oracle version 11g or later
7. MapInfo Professional
8. Pictometry’s Electronic Field Study (EFS)
9. Microsoft SQL 2008 or later

If the Consultant has documented experience with the above and does not have in-house installations for items 1-6 they may certify that they will have procured and have in-house installations for items 1-6 prior to final contract signing.

Can demonstrate the extent of knowledge and experience in one or more of the following:

- Design and/or Implementation of an Enterprise GIS using ESRI GIS Server software on a Windows operating platform.
- Design and/or Implementation of Web Portal technology using ESRI GIS Server software on a Windows operating platform.
- System Benchmarking, ensuring wellness of an enterprise GIS environment.
- Design and/or Implementation and/or maintenance of large multi-user geodatabases.
- Geographically referencing geographic feature classes to real-world coordinates for use within GIS.
- Geographically referencing photos to real-world coordinates for use within a GIS.
- Terabit size, SDE versioned databases in a secure environment.
- Business Continuity for GIS (Disaster Recovery Model)
- Processing large digital orthophotography databases.
- Auto Cad Platforms.
- Electronic scanning of large format documents/maps/photos for use in a GIS (>32 inches wide).
- Large format Map production (>32x32 inches).
- Workflow analysis documentation relating to development of GIS applications.
- Implementation of Georeferenced oblique aerial photo images in an enterprise GIS.
- Developing web based GIS applications using ESRI ArcGIS Advanced Enterprise Server; ESRI ArcIMS; ASP.net; VB.net; JAVA; JAVAscript; XML; GML; KML; HTML; Ajax.
- Metadata development
- Performing a GIS Needs Assessment Study in a large government agency (>3,000 employees).
- Global Positioning System (GPS) and Control Survey Monumentation.
- Data Collection of geographic features using GPS.
- Data Collection of geographic features using a GPS enhanced digital camera capturing natural color photos of geographic features with relevant GPS data coordinates associated to the imagery.
- Light Detection and Ranging (LiDAR) data formatting and maintenance.
- Property Address Management System related to either:
  - A Real Property Tax Parcel database.
  - or
  - An industry standard location-based geographic coordinate system.
- Facilitating a mobile GIS unit with multiple GIS workstations and large format map production capability.
- Project Management.
- Geographic data maintenance of one or more feature classes in a GIS.

Can demonstrate experience in one or more of the following ESRI software applications:

- 3D Analyst 10.1 or later version
- Spatial Analyst 10.1 or later version
- Network Analyst 10.1 or later version
- Survey Analyst 10.1 or later version
- Tracking Server 10.1 or later version
- Geostatistical Analyst 10.1 or later version
- Tracking Analyst 10.1 or later version
- ArcPad 10.1 or later version
- Image Server 10.1 or later version
- ArcGIS Mobile 10.1 or later version
- Portal for ArcGIS 10.2

Note: The Contractor must execute a license agreement with the Suffolk County Real Property Tax Service Agency prior to the execution of the agreement (model set forth in Section VI of this RFP) for
the GIS services requested under this RFP. Such license agreement signed by the Contractor as a requirement of the award of contract will apply to only that work being done by the Contractor as a result of this RFP.

2. Reports/Progress Meetings

Contractor will be responsible for issuing timely reports in oral presentations and in writing on the status of pending and proposed activities, as may reasonably be requested by the County. At a minimum, the parties will meet at least once each month to discuss the progress of the project. The meeting time, place and attendees shall be as mutually agreed upon by the parties. At such meetings, the Contractor Project Manager shall present a written report to the Department with respect to project status and progress. Such report shall include a summary of the accomplishments, concerns and difficulties during the prior reporting period, the anticipated results during the next reporting period, and the current milestones progress. All written reports will also be made available to the County in electronic format.

The Contractor must state in its Technical Proposal if it can provide timely reports in oral presentations and in writing on the status of pending and proposed activities.

3. Project Timetable

Individual project timelines shall be as mutually agreed by the parties and as documented by the Project Managers.

The Contractor must state in its Technical Proposal its willingness to agree to Project Timelines in writing prior to the commencement of a project.

4. Acceptance Criteria

Acceptance criteria (“Acceptance Criteria”) shall be as set forth in the applicable Contractor test plan(s) and as augmented by County test requirements, as mutually agreed to by the parties in writing. Acceptance Criteria shall include criteria as regards testing milestones, integration testing and live final acceptance. Acceptance Criteria for system components is inclusive of such individual system component functioning in accordance with the specifications for that system component and complying with the applicable functional requirements set forth in the individual project scope.

The Contractor must state in its Technical Proposal its willingness to agree to acceptance criteria in writing prior to the commencement of a project.

5. Alternative Technical Services Proposals

The Contractor may submit alternative proposals for one or more of the items listed above if there is more than one viable approach to performing the services.

End of Text for Section IV
Section V
Cost Proposal/Fee Schedule

1. Separate Envelope

Your Original, plus all of your required extra copies of the Cost Proposal/Fee Schedule, should be submitted in one (1) sealed envelope and packaged only in your “Original” proposals set.

Do not include cost information in the body of your Proposal response.

Do not include Cost Proposal/Fee Schedules in sealed envelopes in any of the extra sets submitted.

Include the name of your company on each page of your Cost Proposal/Fee Schedule.

2. Cost Proposal/Fee Schedule is One of Several Evaluation Criteria

Based on the evaluation criteria set forth in Section I, entitled “Administrative Information,” please note that the County will not necessarily choose the Proposer with the lowest rates for services.

If the Cost Proposal/Fee Schedule involves revenue in any form to the County, please also note that the County will not necessarily choose the Proposer with the highest rates for revenue to the County.

3. Additional Information

The Proposer should provide any additional information it deems necessary to explain or clarify its Cost Proposal/Fee Schedule.

4. Alternative Proposals

The Proposer may submit alternative Technical Proposals and alternative Cost Proposal/Fee Schedules, if there is more than one viable approach to performing the services.

Proposers must supply Cost Proposal/Fee Schedules in the format set forth below. Cost Proposal/Fee Schedules in alternative formats will be reviewed and may be accepted. However, all Proposers, at a minimum, must provide a Cost Proposal/Fee Schedule in the format set forth below. Proposers are requested to submit any additional information, charts, data and descriptions as the Proposer deems necessary for evaluation.

5. Format for Cost Proposal/Fee Schedule

Proposers shall provide a detailed list for anticipated charges it will impose for items that shall or may apply to the Services requested under this RFP. Failure to include a charge or schedules of charges may preclude the Contractor from billing the County for such non-specified items.

All schedules submitted must include the name of the Proposer and must be paginated.

The anticipated term of the Contract is: November 1, 2013 to October 31, 2014, with four (4) one-year option periods. The Cost Proposal should include costs associated with all five (5) years.
The Cost Proposal format should be based on an Hourly Rate by Title, with a line-by-line breakdown of job titles and corresponding charges. In addition, if the Proposer is listed on the General Services Administration (GSA) and/or New York State Office of General Services (OGS) lists, the appropriate rate should be used, if lower.

End of Text for Section V
Section VI
Model Agreement Subject to Negotiation for
GIS Computer Consulting Services

This Agreement ("Agreement") is between the County of Suffolk ("County"), a municipal corporation of the State of New York, acting through its duly constituted Department of Information Technology ("Department"), located at North County Complex, Building 50, Veterans Memorial Highway, Hauppauge, New York 11788; and

Insert Name ("Contractor"), a business corporation organized under the laws of the State of x and duly qualified to do business in the State of New York, having its principal place of business at X.

The Contractor has been designated to receive funds from the County for GIS Computer Consulting Services ("the Services") as set forth in Article I, entitled “Description of Services.”

Term of Agreement: September 1, 2013 through August 31, 2014, with four one-year options to extend, at the County’s option, through August 31, 2018.

Total Cost of the Contract: Shall not exceed $x,000.00, as set forth in Article II, attached.

Terms and Conditions: Shall be as set forth in Articles I and II and Exhibits 1 and 2, attached hereto and made a part hereof.

In Witness Whereof, the parties hereto have executed the Contract as of the latest date written below.

Name of Contractor
By: ______________________
Name: ____________________
Title: _____________________
Fed. Tax I.D. #: _____________
Date: _____________________

Approved as to Legality:
Dennis M. Brown,
Suffolk County Attorney
By: ______________________
Name: Marisa G. Marletti-Schifano
Title: Assistant County Attorney
Date: _____________________

County of Suffolk
By: ______________________
Name: Dennis M. Cohen
Title: Chief Deputy County Executive
Date: _____________________

Approved: Department of Information Technology
By: ______________________
Name: Donald C. Rodgers
Title: Commissioner
Date: _____________________

Recommended:
By: ______________________
    Debbie Seminario
Date: _____________________
List of Articles & Exhibits

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Suffolk County Legislative Requirements
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Appendix
Public Disclosure
Living Wage
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Lawful Hiring
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Article I
Description of Services

Whereas, the County issued an Request for Proposals ("RFP") on September 1, 2013; and

Whereas, the Contractor submitted a proposal in response to such RFP; and

Whereas, the County has selected the Contractor to provide the services as set forth herein;

Now Therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:


   In the event of any conflict between any provision in this Article I and an exhibit to this Contract, the exhibit shall prevail unless it is expressly stated in the conflicting provision in this Article I, that it shall prevail over the exhibit.

2. Overview

   The Department maintains a staff of computer professionals who fulfill many of the County’s tasks in the areas of systems planning, systems design and development, PC support and LAN/WAN administration. In an effort to meet increased demand in these and other technical areas, the Contractor will perform various technical services by providing temporary technical personnel to the County on a project-by-project basis.

3. Temporary Staff

   a. The Contractor shall provide temporary technical personnel who can work on specific projects as they arise and as may be needed at various times throughout the year for as long as may be required.

   b. Temporary technical personnel may be either permanent employees of the contractor or persons not employed by the Contractor, but who may be hired on a temporary or part-time basis to provide services (e.g., 1099 independent contractors or W-2 short-term employees). The Contractor should indicate, for each project, the personnel that the Contractor intends to utilize.

   c. All persons assigned to work on County projects will be subject to background investigations.

   d. Contractor personnel performing services pursuant to this Agreement are subject to approval by the County, which shall not be unreasonably withheld or delayed. In the event that the County, in its discretion, requests in writing to Contractor that Contractor remove any person or persons assigned by Contractor to perform services pursuant to this Agreement, the Contractor shall remove any such person as soon as practicable upon receiving said notice from the County and shall replace that person with other qualified personnel as soon as possible.
4. **Skills Requirements**

Project requirements will be numerous and varied. The Department will require technical services to be performed by temporary technical personnel, as set forth below. **Specific terms and conditions to be inserted based on award of contract.**

The Contractor represents that it has experience with one or more of the following software platforms:

1. ArcGIS Advanced Enterprise Server 10.1 or later
2. ArcGIS 10.1 or later
3. ArcIMS 10.1 or later
4. SDE 10.1 or later
5. Microsoft Windows Server 2003 or later
6. Oracle version 11g or later
7. MapInfo Professional
8. Pictometry’s Electronic Field Study (EFS)
9. Microsoft SQL 2008 or later

The Contractor represents knowledge and experience in the following:

- Design and/or Implementation of an Enterprise GIS using ESRI GIS Server software on a Windows operating platform.
- Design and/or Implementation of Web Portal technology using ESRI GIS Server software on a Windows operating platform.
- System Benchmarking, ensuring wellness of an enterprise GIS environment.
- Design and/or Implementation and/or maintenance of large multi-user geodatabases.
- Geographically referencing geographic feature classes to real-world coordinates for use within GIS.
- Geographically referencing photos to real-world coordinates for use within a GIS.
- Terabit size, SDE versioned databases in a secure environment.
- Business Continuity for GIS (Disaster Recovery Model)
- Processing large digital orthophotography databases.
- Auto Cad Platforms.
- Electronic scanning of large format documents/maps/photos for use in a GIS (>32 inches wide).
- Large format Map production (>32x32 inches).
- Workflow analysis documentation relating to development of GIS applications.
- Implementation of Georeferenced oblique aerial photo images in an enterprise GIS.
- Developing web based GIS applications using ESRI ArcGIS Advanced Enterprise Server; ESRI ArcIMS; ASP.net; VB.net; JAVA; JAVAscript; XML; GML; KML; HTML; Ajax.
- Metadata development
- Performing a GIS Needs Assessment Study in a large government agency (>3,000 employees).
- Global Positioning System (GPS) and Control Survey Monumentation.
- Data Collection of geographic features using GPS.
- Data Collection of geographic features using a GPS enhanced digital camera capturing natural color photos of geographic features with relevant GPS data coordinates associated to the imagery.
- Light Detection and Ranging (LiDAR) data formatting and maintenance.
- Property Address Management System related to either:
  - A Real Property Tax Parcel database.
  - An industry standard location-based geographic coordinate system.
- Facilitating a mobile GIS unit with multiple GIS workstations and large format map production capability.
- Project Management.
- Geographic data maintenance of one or more feature classes in a GIS.

The Contractor represents that it has experience in one or more of the following ESRI software applications:

- 3D Analyst 10.1 or later version
- Spatial Analyst 10.1 or later version
- Network Analyst 10.1 or later version
- Survey Analyst 10.1 or later version
- Tracking Server 10.1 or later version
- Geostatistical Analyst 10.1 or later version
- Tracking Analyst 10.1 or later version
- ArcPad 10.1 or later version
- Image Server 10.1 or later version
- ArcGIS Mobile 10.1 or later version
- Portal for ArcGIS 10.2

The Contractor has executed a license agreement with the Suffolk County Real Property Tax Service Agency. Such license agreement signed by the Contractor as a requirement of this Agreement shall apply to only that work being done by the Contractor as a result of this Agreement.

5. **Reports/Progress Meetings**

The Contractor will be responsible for issuing timely reports in oral presentations and in writing on the status of pending and proposed activities, as may reasonably be requested by the County. At a minimum, the parties will meet at least once each month to discuss the progress of the project. The meeting time, place and attendees shall be as mutually agreed upon by the parties. At such meetings, the Contractor Project Manager shall present a written report to the Department with respect to project status and progress. Such report shall include a summary of the accomplishments, concerns and difficulties during the prior reporting period, the anticipated results during the next reporting period, and the current milestones progress. All written reports will also be made available to the County in electronic format.

6. **Project Approval and Timetable**

The Contractor and the Department agree that the project timeline for particular projects shall be as mutually agreed by the parties and as documented in writing by the project managers prior to the commencement of a project.
Any project requested by the County that exceeds $5,000.00 must follow the Information Processing Planning Committee policies and procedures for approval, including, but not limited to those set forth in Suffolk County SOP C-05.

7. Acceptance Criteria

Acceptance criteria ("Acceptance Criteria") shall be as set forth in the applicable Contractor test plan(s) and as augmented by County test requirements, as mutually agreed to by the parties in writing. Acceptance Criteria shall include criteria as regards testing milestones, integration testing and live final acceptance. Acceptance Criteria for system components is inclusive of such individual system component functioning in accordance with the specifications for that system component and complying with the applicable functional requirements set forth in the individual project scope.

Contractor personnel performing services pursuant to this Agreement are subject to approval by the County, which shall not be unreasonably withheld or delayed. In the event that the County, in its discretion, requests in writing to Contractor that Contractor remove any person or persons assigned by Contractor to perform services pursuant to this Agreement, the Contractor shall remove any such person as soon as practicable upon receiving said notice from the County and shall replace that person with other qualified personnel as soon as possible.
Article II
Financial Terms and Conditions


In the event of any conflict between any provision in this Article II and an exhibit to this Contract, the exhibit shall prevail unless it is expressly stated in the conflicting provision in this Article II, that it shall prevail over the exhibit.

2. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

In order for payment to be made by the County to the Contractor for the Services, the Contractor shall prepare and present a Suffolk County Payment Voucher (“Voucher”), which shall be documented by sufficient, competent and evidential matter.

b. Voucher Documentation

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either upon execution of the Contract (for the Services already rendered and expenditures already made), or not more than thirty (30) days after the expenditures were made, and in no event after the 31st day of January following the end of each year of the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract, e.g., dates of the Service, worksite locations, activities, hours worked, pay rates for all Services. The Suffolk County Payment Voucher shall include time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons. Disbursements made by the Contractor in accordance with the Contract and submitted for reimbursement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control.

c. Payment by County

Payment by the County shall be made within thirty (30) days after approval of the Voucher by the Comptroller.

d. Final Voucher

The acceptance by the Contractor of payment of all billings made on an approved voucher shall operate as and shall be a release of the County from all claims by the Contractor through the date of the Voucher.

3. Agreement Subject to Appropriation of Funds

a. The Contract is subject to the amount of funds appropriated each fiscal year and any
subsequent modifications thereof by the County Legislature, and no liability shall be incurred by the County beyond the amount of funds appropriated each fiscal year by the County Legislature for the Services.

b. If the County fails to receive Federal or State funds originally intended to pay for the Services, or to reimburse the County, in whole or in part, for payments made for the Services, the County shall have the sole and exclusive right to:

i.) determine how to pay for the Services;

ii.) determine future payments to the Contractor; and

iii.) determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and conditions under which such reimbursement shall be paid.

4. Accounting Procedures

a. The Contractor shall maintain accounts, books, records, documents, other evidence, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract, in accordance with generally accepted accounting principles and with rules, regulations and financial directives, as may be promulgated by the Suffolk County Department of Audit and Control and the Department. The Contractor shall permit inspection and audit of such accounts, books, records, documents and other evidence by the Department and the Suffolk County Comptroller, or their representatives, as often as, in their judgment, such inspection is deemed necessary. Such right of inspection and audit as set forth in subparagraph (b) below shall exist during the Term and for a period of seven (7) years after expiration or termination of the Contract.

b. The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period.

5. Audit

a. All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to Services. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer. If there is no response, or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under the Contract or any other Fund Source.

b. The provisions of this paragraph shall survive the expiration or termination of the Contract.
6. **Comptroller’s Rules and Regulations for Consultant’s Agreements**

   The Contractor shall comply with the “Comptroller’s Rules and Regulations for Consultant’s Agreements” as promulgated by the Department of Audit and Control of Suffolk County and any amendments thereto during the Term of the Contract. The County shall provide the Contractor with a copy of any amendments to the “Comptroller’s Rules and Regulations for Consultant’s Agreements” during the term of the Contract.

7. **Specific Payment Terms and Conditions**

   **Travel Expenses**

   The Contractor shall comply, for out of pocket travel expenses funded under this Agreement, with the “Comptroller’s Rules and Regulations for Consultant Agreements,” as promulgated by the Department of Audit and Control of Suffolk County, and any amendments thereto during the term of this Agreement. The County shall provide the Consultant with a copy of any amendments to the “Comptroller’s Rules and Regulations for Consultant Agreement” during the term of this Agreement.

   **Hourly Rates and Out-of-Pocket Expenses**

   Hourly rates are as set forth below:

   Insert rates as set forth in Contractor’s Proposal, as may be negotiated by the County.

   **Option Periods**

   Changes to rates as may be negotiated by the parties for option periods must be formalized by an amendment to this Agreement.

   **End of Text for Article II**
 Exhibit 1
County Terms and Conditions

1. Elements of Interpretation

As used throughout the Contract:

a. Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons, and shall include successors and assigns.

b. Capitalized terms used, but not otherwise defined herein, shall have the meanings assigned to them in the Contract.

2. Meanings of Terms

As used in the Contract:

“Comptroller” means the Comptroller of the County of Suffolk.

“Contract” means all terms and conditions herein forming all rights and obligations of the Contractor and the County.

“Contractor” means the signatory person, partnership, corporation, association or other entity, its officers, officials, employees, agents, servants, sub-contractors and any successor or assign of any one or more of the foregoing performing the Services.

“County” means the County of Suffolk, its departments, and agencies.

“County Attorney” means the County Attorney of the County of Suffolk.

“Department” means the signatory department approving the Contract.

“Engineering Services” means the definition of the practice of engineering and the definition of practice of land surveying, as the case may be, under Section 7201 and Section 7203 of the State Education Law, respectively.

“Event of Default” means

a. the Contractor’s failure to perform any duty required of it under paragraphs 4 through 7 of this Exhibit 1 of the Contract; or

b. the Contractor’s failure to maintain the amount and types of insurance with an authorized insurer as required by the Contract; or

c. the Contractor’s failure to maintain insurance required by the Contract with an insurer that has designated the New York Superintendent of Insurance as its lawful agent for service of process; or

d. The Contractor’s failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or

e. The Contractor’s bankruptcy or insolvency; or

f. The Contractor’s failure to cooperate in an Audit; or

g. The Contractor’s falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or

h. The Contractor’s failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or

i. The inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or

j. Any condition the County determines, in its sole discretion, that is dangerous.

“Federal” means the United States government, its departments and agencies.

“Fund Source” means any direct or indirect sum payable to the Contractor by the County pursuant to any lawful obligation.

“Legislature” means the Legislature of the County of Suffolk.

“Services” means all that which the Contractor must do, and any part thereof arising out of, or in connection with, the Contract as described in Article I “Description of Services.”

“State” means the State of New York.

“Suffolk County Payment Voucher” means the document authorized and required by the Comptroller for release of payment.

“Term” means the time period set forth on page one of the Contract and, if exercised by the County, the option period.
3. **Contractor Responsibilities**

   a. It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities, and to administer funds received in the interest of the County in accordance with the provisions of the Contract.

   b. The Contractor shall promptly take all action as may be necessary to render the Services.

   c. The Contractor shall not take any action that is inconsistent with the provisions of the Contract.

   d. Services provided under this Contract shall be open to all residents of the County.

4. **Qualifications, Licenses, and Professional Standards**

   a. The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.

   b. The Contractor shall continuously have during the Term all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

5. **Notifications**

   a. The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him or the Contractor to perform the Services.

   b. In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the County, but in no event shall such notification be later than five (5) days after a license holder has lost the license required to qualify the license holder or the Contractor to perform the Services.

   c. In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

6. **Documentation of Professional Standards**

   The Contractor shall maintain on file, in one location in Suffolk County, all records that demonstrate that it has complied with paragraphs 4 and 5 above. The address of the location of the aforesaid records and documents shall be provided to the County no later than the date of execution of the Contract. Such documentation shall be kept, maintained, and available for inspection by the County upon twenty-four (24) hours notice.

7. **Credentialing**

   a. In the event that the Department, or any division thereof, maintains a credentialing process to qualify the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification, or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.

   b. The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

8. **Engineering Certificate**

   In the event that the Contract requires any Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization ("Certificate"), issued pursuant to § 7210 of the New York Education Law, of every person performing any Engineering Services. The failure to file, submit or maintain the Certificate shall be grounds for rejection of any engineering work product submitted for approval.

9. **Termination**

   a. **Thirty Days Termination**
The County shall have the right to terminate the Contract without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days notice.

b. Event of Default; Termination on Notice

i.) The County may immediately terminate the Contract, for cause, upon such terms and conditions it deems appropriate, in the Event of Default.

ii.) If the Contractor defaults under any other provision of the Contract, the County may terminate the Contract, on not less than five (5) days notice, upon such terms and conditions it deems appropriate.

c. Termination Notice

Any notice providing for termination shall be delivered as provided for in paragraph 32 of this Exhibit 1.

d. Duties upon Termination

i.) The Contractor shall discontinue the Services as directed in the termination notice.

ii.) Subject to any defenses available to it, the County shall pay the Contractor for the Services rendered through the date of termination.

iii.) The County shall be released from any and all liability under the Contract, effective as of the date of the termination notice.

iv.) Upon termination, the Contractor shall reimburse the County the balance of any funds advanced to the Contractor by the County no later than thirty (30) days after termination of the Contract. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

v.) Nothing contained in this paragraph shall be construed as a limitation on the County’s rights set forth in paragraphs 5(c) and 15 of this Exhibit 1.

10. Indemnification and Defense

a. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys’ fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with the Contract.

b. The Contractor hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys’ fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.

c. The Contractor shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Contract, and any copyright infringement proceeding or action. Alternatively, at the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys’ fees or salary costs of County employees of the Department of Law for the defense of any such suit.

11. Insurance

a. The Contractor shall continuously maintain, during the Term of the Contract, insurance in amounts and types as follows:

i.) Commercial General Liability insurance, including contractual liability coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.

ii.) Automobile Liability insurance (if any non-owned or owned vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per person, per accident, for bodily injury
and not less than One Hundred Thousand Dollars ($100,000.00) for property damage per occurrence.

iii.) Workers’ Compensation and Employer’s Liability insurance in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers’ Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers’ Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

iv.) Professional Liability insurance in an amount not less than Two Million Dollars ($2,000,000.00) on either a per-occurrence or claims-made coverage basis.

b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (11)(a)(i), (ii), and (iv).

c. All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A or better.

d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance, and certificates, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring agreement and endorsement page evidencing the County’s status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

e. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates.

f. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.

12. Independent Contractor

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything herein, the Contract shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

13. Severability

It is expressly agreed that if any term or provision of the Contract, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of the Contract shall be valid and shall be enforced to the fullest extent permitted by law.

14. Merger; No Oral Changes

It is expressly agreed that the Contract represents the entire agreement of the parties and that all previous understandings are herein merged in the Contract. No modification of the Contract shall be valid unless in written form and executed by both parties.

15. Set-Off Rights

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County’s option to withhold from a Fund Source an amount no greater than any moneys due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County Attorney. In cases of set-off pursuant to a Comptroller’s audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

16. Non-Discrimination in Services
a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status:
   i.) deny any individual the Services provided pursuant to the Contract; or
   ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or
   iii.) subject an individual to segregation or separate treatment in any matter related to the individual’s receipt of the Services provided pursuant to the Contract; or
   iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or
   v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract.

b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially impairing the Contract with respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, in determining:
   i.) the Services to be provided, or
   ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or
   iii.) the class of individuals to be afforded an opportunity to receive the Services.

17. Nonsectarian Declaration

The Services performed under the Contract are secular in nature. No funds received pursuant to the Contract shall be used for sectarian purposes or to further the advancement of any religion. The Services will be available to all eligible individuals regardless of religious belief or affiliation.

18. Governing Law

The Contract shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

19. No Waiver

It shall not be construed that any failure or forbearance of the County to enforce any provision of the Contract in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

20. Conflicts of Interest

The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Contract and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

21. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of, or in connection with, the Contract.

22. Confidentiality

Any document of the County, or any document created by the Contractor and used in rendering the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.

23. Assignment and Subcontracting

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph...
23 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

b. Such Assignment shall be subject to all of the provisions of the Contract and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the Contract.

24. Changes to Contractor

a. The Contractor may, from time to time, with the County's consent, enter into a Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:

i.) if the Contractor is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and

ii.) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter),

1. the dissolution, merger, consolidation or other reorganization of the Contractor,

2. the sale or other transfer of twenty percent (20%) or more of the shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise).

b. If the Contractor is a not-for-profit corporation, a change of twenty percent (20%) or more of its shares or members shall be deemed a Permitted Transfer.

c. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:

i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;

ii.) a summary of the material terms of the proposed Permitted Transfer,

iii.) the name and address of the proposed transferee,

iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;

v.) all executed forms required pursuant to Exhibit 2 of the Contract, that are required to be submitted by the Contractor; and

vi.) such other information as the County may reasonably require.

d. The County agrees that any request for its consent to a Permitted Transfer shall be granted provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 189 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 32 of this Exhibit 1 of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such 20-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

e. Notwithstanding the County's consent,

i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified, and

ii.) such consent shall not be deemed consent to any further transfers.

25. No Intended Third Party Beneficiaries
The Contract is entered into solely for the benefit of the County and the Contractor. No third party shall be deemed a beneficiary of the Contract and no third party shall have the right to make any claim or assert any right under the Contract.

26. Certification as to Relationships

The Contractor certifies under penalties of perjury that, other than through the funds provided in the Contract and other valid agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies that there is no relationship within the third degree of consanguinity, between the Contractor, any of its partners, members, directors, or shareholders owning five percent (5%) or more of the Contractor, and the County.

27. Publications

Any book, article, report, or other publication related to the Services provided pursuant to this Contract shall contain the following statement in clear and legible print:

“This publication is fully or partially funded by the County of Suffolk.”

28. Copyrights and Patents

a. Copyrights

If the work of the Contractor should result in the production of original books, manuals, films, or other materials for which a copyright may be granted, the Contractor may secure copyright protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate, or otherwise use any such materials.

b. Patents

If the Contractor makes any discovery or invention during the Term, or as a result of work performed under the Contract, the Contractor may apply for and secure for itself patent protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

29. Arrears to County

The Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon any debt, contract, or any other lawful obligation, and is not in default to the County as surety.

30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Article II of Chapter 353, as more fully set forth in Exhibit 2 entitled “Suffolk County Legislative Requirements,” the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

31. Record Retention

The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

32. Notice

Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressee. All notices received by the Contractor relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial
Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

End of Text for Exhibit 1
Exhibit 2  
Suffolk County Legislative Requirements

1. **Contractor’s/Vendor’s Public Disclosure Statement**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract’s duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

**Required Form:**  
Suffolk County Form SCEX 22; entitled “Contractor’s/Vendor’s Public Disclosure Statement”

2. **Living Wage Law**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

**Required Forms:**  
Suffolk County Living Wage Form LW-1; entitled “Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract).”

Suffolk County Living Wage Form LW-38; entitled “Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit.”

3. **Use of County Resources to Interfere with Collective Bargaining Activities**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article I of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

- **a.** The Contractor shall not use County funds to assist, promote, or deter union organizing.
- **b.** No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- **c.** No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

**Required Form:**  
Suffolk County Labor Law Form DOL-LO1; entitled “Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration - Subject to Audit.”
4. **Lawful Hiring of Employees Law**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 353 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the Contract, and whenever a new contractor or subcontractor is hired under the terms of the Contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

**Required Forms:**

- Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled “Suffolk County Department of Labor – Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. Section 1324a) With Respect To Lawful Hiring of Employees."

- Suffolk County Lawful Hiring of Employees Law Form LHE-2; entitled “Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees"

**Gratuities**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Contractor shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled “Child Sexual Abuse Reporting Policy,” as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term “conviction” shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under section 189-5 of the Suffolk County Code under “Nonresponsible Bidder.”

9. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. Youth Sports

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. Work Experience Participation

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

End of Text for Exhibit 2
Suffolk County Compliance Forms

These mandatory forms are available on Suffolk County Purchasing Website by registering on the website for the RFP.

To register, access the website: www.co.Suffolk.ny.us : Select Business tab; click on Bids & Proposals; follow links to Purchasing site to register and download document. By registering, you will automatically receive all future addenda.

LL52-2012 – Disqualification of Non-responsible Bidders

Suffolk County Form 22 – Contractor’s/Vendor’s Public Disclosure Statement

FTS Form – Non-Collusive Proposal Certification

LHE-1 and LHE-2 Forms – Lawful Hiring

LW-1 and LW-38 Forms – Suffolk County Living Wage

DOL-L01- Suffolk County Union Organizing Certification/Declaration
(Note: this Form will be required only from the Apparent Successful Proposer)