



Nassau County Procurement Procedure Guidelines

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INTRODUCTION

The Countywide Procurement Policy (“Policy”) states the requirements of all procurements conducted by the County. All personnel performing procurement functions in County agencies are expected to familiarize themselves with the Policy and to comply with it. The Procurement Procedure Guidelines (“Guidelines”) are intended to provide guidance to departments in implementing the Policy to ensure proper interpretation and internal controls are applied. Although County departments are required to adhere to the guidance included in this document, in the event that any guidance contained herein conflicts with any portion of the Policy, the latter document will take precedence.

Organization of the Guidelines

These Guidelines are composed of five sections:

Part I: Procurement Process Controls

Part I of the Guidelines include additional internal controls intended to enhance the integrity, transparency, and effectiveness of the County’s procurement processes. These control measures include:

- Designation of a County Chief Procurement Officer (also known as the Director of Procurement Compliance) and Department Chief Contracting Officers. The County Executive shall appoint a County Chief Contracting Officer (CPO) responsible for establishing procurement policies and procedures to be followed by all County entities. In addition, each department will designate a Department Chief Contracting Officer (DCCO) to oversee the department's procurement actions and be held accountable for ensuring that the department's procurements fully comply with the County’s Procurement Policy (including this document) and applicable law. The DCCO will be responsible for overseeing all aspects and phases of a department’s procurement activity from pre-procurement planning to contract performance evaluation and close-out.
- Contract Performance Evaluations. For all service contracts above the small purchase limit of \$10,000, a department must prepare a written evaluation at least annually outlining the contractor’s performance history during the evaluation period. In addition, a written evaluation must be prepared of the contractor’s overall performance for the full term of the contract. At least six months prior to the expiration of a contract vendor performance must be considered to determine whether the contract should be renewed or extended where renewal or extension is otherwise authorized. Finally, the department must prepare a written evaluation whenever it deems the vendor's performance to be deficient. A copy of each evaluation must be given to the DCCO, a scan of the signed performance evaluation must be transmitted to the CPO. The original must be maintained in the Contract File.
- Contract File Management. The Office of Purchasing (for contracts to purchase goods and non-personal services), the Department of Public Works (for public works contracts) and

each individual department (for personal services contracts) shall be responsible for maintaining contract files for the contracts they procure. Contract files shall consist of all solicitation and contract administration documentation from initial needs assessment and market research to contract closeout and final performance evaluation.

Part II: Determining the appropriate procurement method

This section consists of:

- Procurement Method Selection Flow Charts and Procurement Matrix. These charts explain the method of determining which procurement source selection method is most appropriate for any given good or service procurement.
- Solicitation Preparation and Conduct. This section discusses key steps in the solicitation process including needs assessment, market research, specification development, vendor outreach, solicitation issuance, evaluation of offers, negotiation of terms and conditions, and award justification and approval. This section is particularly important as it relates to procurements above the small purchase threshold.

Part III: Required solicitation documentation and the legislative review

This section consists of:

- Checklists for various procurement source selection methods. These checklists identify the standard required documentation for any given procurement source selection method. The documentation required for each source shall be included in the official solicitation and contract file.
- The Legislative review process for contracts. This section summarizes which contracts are subject to review by the County Legislature and the process for review.

Part IV: Contract administration

This section consists of:

- Contract changes, amendments, and advisements. This section describes the various types of contract changes that may be required during the contract term and what documentation is required for each type of change.
- Task orders. This section describes the differences between requirement contract task orders, which require encumbrance of additional funds in a contract, and work orders, which reflect assignments to vendors of specific work to be paid for using existing encumbrances.
- Price Adjustments. This section discusses justification and documentation of price adjustments during the contract term.

Part V: RFP Boilerplate

This section provides RFP boilerplate that departments may use as a guide to develop its own program-specific RFPs.

Part I: Procurement Process Controls

Designation of the County Chief Procurement Officer

The County Executive shall appoint a County Chief Procurement Officer (CPO) responsible for establishing and enforcing procurement policies and procedures to be followed by all County entities. Also known as the Director of Procurement Compliance, the CPO shall also promote strong relationships between the County and the vendor community; promote award of contracts to certified minority- and women-owned business enterprises, disadvantaged business enterprises, and service-disabled veteran-owned enterprises; track and manage vendor and procurement data and performance; and manage procurement-related public information for the County.

Departmental Responsibilities for Procurement of Goods and Services

While the Office of Purchasing has central responsibility for procuring goods and certain non-personal services for County agencies, the meaningful participation of all agencies in the procurement process is essential to meeting the County's procurement goals. Each department must have staff that conducts the department's procurements efficiently and effectively and in full compliance with the Policy. To ensure compliance, the head of each County department shall act as the Department Chief Contracting Officer (DCCO). Delegation of this role is allowed with the concurrence of the CPO. The DCCO shall be accountable for all of the department's procurement activity, and shall act as the department's primary liaison to the CPO. For procurement of goods and non-personal services, the DCCO shall monitor and approve:

- pre-procurement planning and scheduling
- drafting specifications
- submitting requisitions to the Office of Purchasing
- coordinating procurement activities with the Office of Purchasing
- overseeing and evaluating contractor performance
- maintaining departmental procurement records and contract files

The DCCO shall monitor and approve all aspects of his or her department's procurement of personal services from the submission of a Request to Initiate and the drafting of a solicitation, through the administration of the contract and oversight of contractor performance.

The department head shall serve as the DCCO until a DCCO is designated and approved.

Requisitions

When a department wants to acquire goods or non-personal services not covered by an existing contract, it must submit a requisition to the Office of Purchasing through the Advanced Purchasing and Inventory Control System ("ADPICS"). This requisition shall include the following elements:

- Specifications prepared in accordance with the requirements of the Policy and the criteria set forth below
- Quantity of goods desired
- Requested delivery date(s)
- Period of performance of services
- Estimate of cost
- List of known qualified vendors
- Justification for the purchase

Essential information that cannot be included in ADPICS must be submitted by email referencing the related requisition.

Specifications

When submitting a requisition, a department shall include recommended specifications that are drafted in accordance with the Policy and which clearly and accurately describe the department's needs. The specifications shall:

- permit maximum practicable competition
- describe clearly the County's requirements without favoritism toward a vendor or a vendor's goods, services or construction
- to the extent practicable, be generic in nature and emphasize functional or performance criteria, while limiting design or other detailed physical descriptions to those necessary to meet the County's needs
- to the extent practicable, utilize accepted commercial standards, and limit unique requirements that would tend to favor a vendor or a vendor's goods service, or construction
- not limit the solicitation to a specific brand name unless with the approval of the CPO the DCCO determines in writing that only the specific brand name will meet the department's needs. The determination will be submitted with the requisition and shall explain the reasons for its conclusion, which may include:
 - the item is part of a system and only the brand name product is compatible with or can interoperate with that system efficiently; or
 - only the brand name product can safely and/or efficiently meet the department's needs.

The department shall also set forth criteria it will use to evaluate the vendor's performance of the contract. These criteria must also be outlined in the contract.

As stated above, to the extent practicable specifications are to be drafted in functional, generic terms so as to maximize competition. A department may specify a particular brand name product in its requisition only with approval of the CPO unless otherwise delegated. The DCCO must justify in writing that only the specified brand name will meet the department's needs. In addition, per GML 104 specifications containing sole source components require approval of the Legislature.

Justification

Each requisition or procurement request must state a justification for the proposed purchase. The justification explains why the department needs to make the purchase. Standard justifications include but are not limited to:

- replacement required due to existing item having been consumed or being at the end of its useful life
- upgrade of equipment required to improve productivity or efficiency (justification should include a brief explanation of how the upgrade will facilitate this improvement)
- workload volume increase (describe why volume increase requires new purchase)
- item required by new statutory, regulatory or collective bargaining mandate (identify the mandate)
- new or expanded activities (explain why these new activities are being undertaken)
- health or safety protection (explain how proposed acquisition will improve health or safety of workers or public).

Cooperation with Office of Purchasing

Each department must cooperate fully with the Office of Purchasing. Each department must:

- provide the Office of Purchasing with all information and documentation requested in connection with processing a requisition or purchase order;
- assist the Office of Purchasing, if requested, in evaluating the responsiveness of bids; and
- assist the Office of Purchasing, if requested, in negotiating contracts with vendors.

Evaluation and Documentation of Vendor Performance

Departments shall evaluate and document vendor performance of all contracts including those executed by the Office of Purchasing on their behalf, except as specifically exempted below. A copy of each performance evaluation shall be maintained in the department contract file, and for contracts processed by the Office of Purchasing the original shall be transmitted to the Office of Purchasing for retention in the contract file.

Content of Evaluations

Performance evaluations shall be recorded in writing and shall assess the vendor's performance in terms of its satisfaction of the evaluation criteria set forth in the contract. At a minimum, these criteria shall include:

- the extent to which the vendor delivered goods or services that met the stated specifications;
- the timeliness of performance; and
- the responsiveness of the vendor to department concerns or complaints.

Frequency of Evaluations

- For all service contracts above the small purchase limit that have been executed on behalf of a department, the department shall monitor the vendor's performance on an ongoing basis at least annually and upon completion of the contract for the full contract term.
- For goods contracts, and for procurements of service contracts below the small purchase threshold, a formal evaluation report shall be prepared only in cases of deficient performance. Notification to the vendor of deficient performance shall be made as soon as practicable, and shall not await the annual evaluation.

Contract Files

Required Contents of Contract Files

It is the policy of the County that copies of County contracts and other standard information regarding County contracts and vendors (including information relating to the vendor's qualification and performance evaluations, and contract audits) are reasonably available for public inspection, with adequate protection for confidential information. Files shall contain all documentation, including each report, record, justification, approval or determination required by law or the County's Procurement Policy, pertaining to:

- solicitation of vendors
- contract award
- management of the contract
- purchase orders
- amendments, advisements, and change orders
- evaluations
- renewals
- any other pertinent information

Responsibility for Maintaining Contract Files

It shall be the responsibility of the Office of Purchasing to maintain such contract files for contracts to purchase goods and services through the Office of Purchasing. It shall be the responsibility of the Department of Public Works ("DPW") to maintain such contract files for all public works contracts procured by DPW. Finally, it shall be the responsibility of each individual department to maintain such files for all personal services contracts procured by the department.

Electronic Documents

To the extent permissible under applicable law, agencies may store the contents of department contract files electronically, and may, subject to approval of the County Attorney, use and may allow vendors to use electronic documents and signatures in the course of procurements. Any system used for storage of procurement-related documents in electronic form must be such as to provide for the security and integrity of the documents contained in it to an equal or greater degree than a traditional paper filing system.

Retention of Documents

All contract files shall be retained within the County for a minimum of six years beyond the expiration date of the contract by each department before final disposition in accordance with the County's records retention policy.

Part II: Determining the Appropriate Procurement Method

The Flow Charts and Matrix in this section help procurement personnel to identify the permissible methods of procuring any good or service under the County's Procurement Policy. Best practices for solicitation preparation and conduct are also discussed.

Procurement Flow Charts

The flow charts on the following pages identify the permissible method(s) for procuring a good or service in non-emergency situations. In emergency situations, please refer to the Procurement Policy.

Chart #1
What Are You Purchasing?

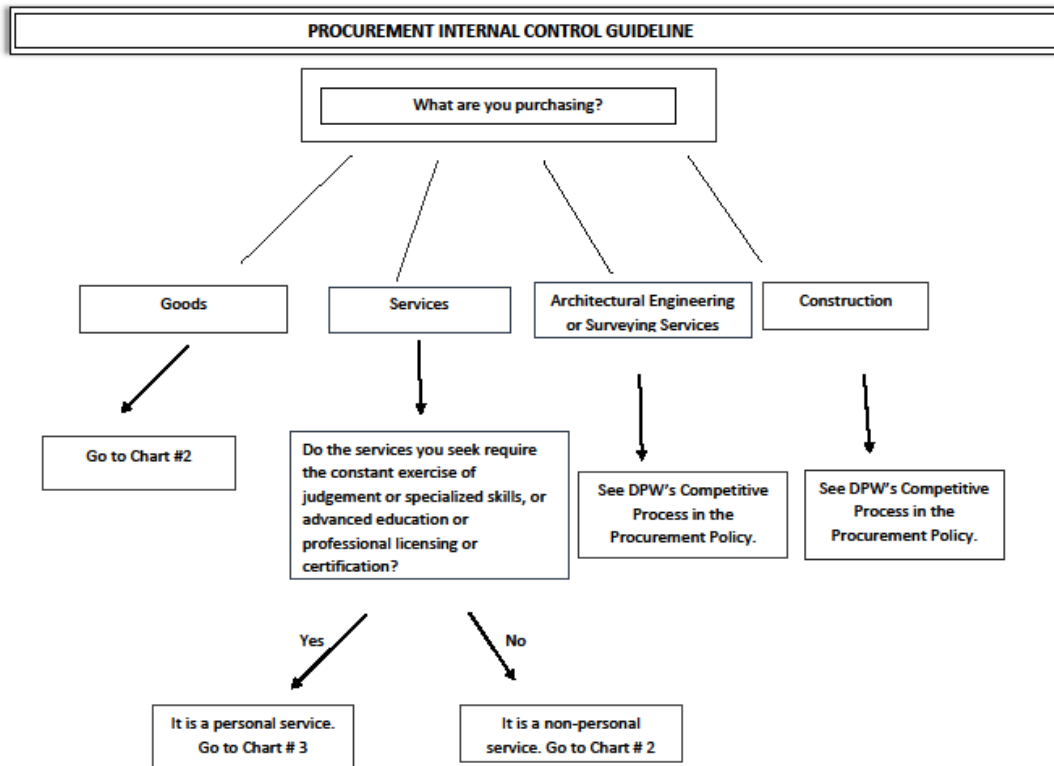


CHART #2
GOODS AND NON-PERSONAL SERVICES

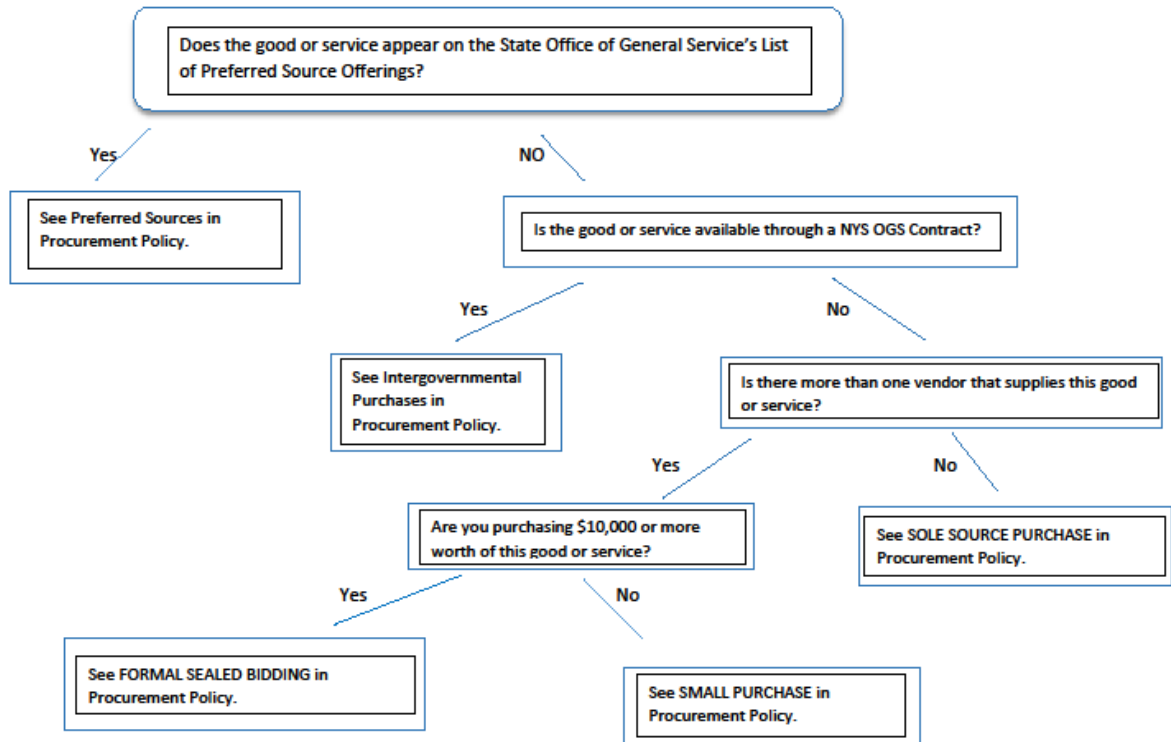
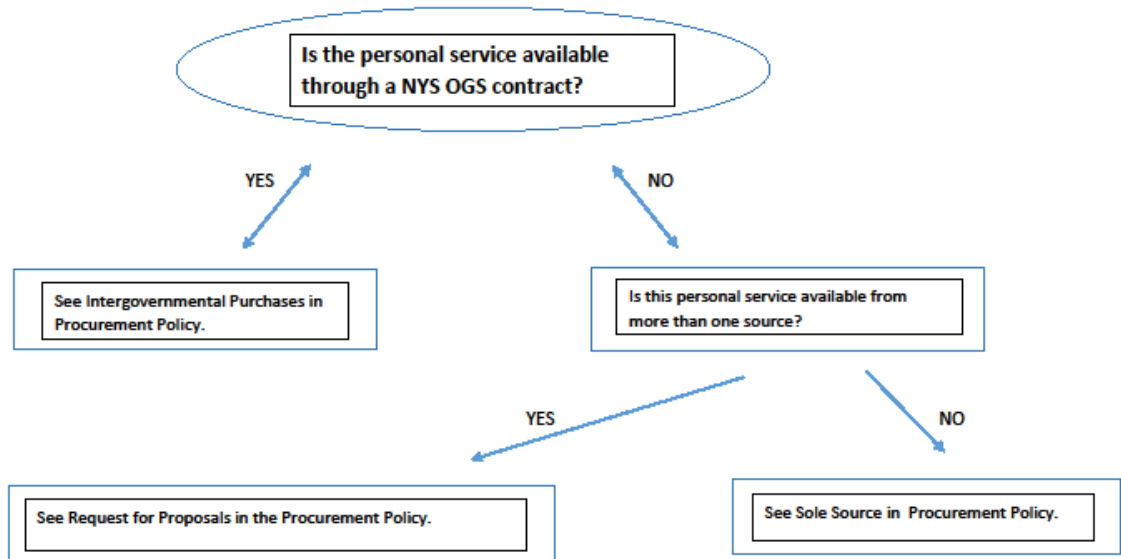


Chart # 3

Personal Services



Procurement Matrix

This Matrix is intended as a quick reference to determine permissible methods for procuring commonly specified goods or services under the County's Procurement Policy when there is more than one source that is capable of providing the County with the good or service in question.

	Small Purchase	Formal Sealed Bid	DPW Formal Sealed Bid	RFP	Stream- lined Method	Inter- governmental Purchases	Preferred Source
Office Supplies	X	X				X	X
Office Furniture/Equipment	X	X				X	X
Computer Hardware and Peripherals	X	X				X	
Computer Software/Systems	X	X		X	X	X	
Facility Maintenance Equipment and Supplies	X	X				X	X
Telecommunications Equipment	X	X				X	X
Telecommunications System	X	X		X	X	X	
Field Equipment/Machinery	X	X				X	
Motor Vehicles		X				X	
Food and Beverages	X	X				X	X
Clothing, Uniforms and Accessories	X	X				X	X
Construction Services			X			X	
Consulting Services	X	X		X	X	X	
Data Processing Services	X	X		X	X	X	X
Financial Services	X	X		X	X	X	
Health Services	X	X		X	X	X	
Legal Services	X	X		X	X	X	

Solicitation Preparation and Conduct

Purchasing high-quality goods and services at the lowest net cost to support the mission of the County requires effective needs assessment, market research, specification development, vendor outreach, solicitation, evaluation of offers including vendor responsiveness and responsibility review, negotiation of terms and conditions as applicable, award justification, and oversight approvals. The number one priority of procurement staff in the conduct of County solicitations is to achieve high-quality, cost-effective contracts in accordance with the law that satisfy the needs of the County and protect its interests. Given the financial, legal, and operational ramifications of inadequate procurement practices, it is incumbent upon those developing and conducting procurements to apply best industry practices to ensure successful and effective contracting throughout the County. Successful public procurement requires that fair and open competition be applied to the maximum extent practicable and as required by the various methods of source selection defined in the Countywide Procurement Policy. The following guidelines for each element of effective procurement listed above is provided as guidance in the efficient and effective development and conduct of solicitations in the County.

Needs Assessment

Before deciding to procure goods or services, the user must identify with specificity what particular goods or services are required to be procured, and ensure that the required goods or services are not already available on an existing blanket order or requirements contract. For required goods or services that must be procured, the user shall document the needs to be satisfied by the procurement, the specific goods or services required, units of issue, quantities for all goods/services, service levels, operational conditions that may impact delivery of goods or services, required timeframe or schedule, cost estimates, applicable labor laws, licensing or certification requirements, and any other material requirements of the procurement. All of this information is necessary to develop an effective specification and solicitation, and to communicate clearly to the vendor community the County's requirements.

Market Research

Market research is required to determine whether goods and services that will satisfy the needs of the County are available in the marketplace. Market research will identify potential vendors, indicate differences in various product and service offerings, and provide estimated cost data. In general it is advantageous to identify at least three vendors capable of providing the goods and services required by the user. Also, given the County's requirement that all vendors participating in solicitations must be registered as indicated in the County's website, market research may identify unregistered potential vendors that may choose to become registered in anticipation of an upcoming solicitation, thereby increasing the potential pool of vendors available to the County. Market research may also result in a determination that specified goods or services must be acquired as a sole source solicitation if there are no other vendors available to meet the needs of the County.

Specification Development

Specifications must answer the following questions:

- 1) What specific goods or services are required?
- 2) Why are the goods or services required?
- 3) Who requires and will be accepting the goods and services?
- 4) How must the required goods or services be delivered?
- 5) Where must the goods or services be delivered?
- 6) When must the goods or services be delivered?

Specifications must state every material requirement of the County. It must identify to the extent practicable all legal, license, certification, experience, and service level requirements. For goods, it must specify the physical characteristics and/or performance requirements to establish a basis of fair comparison of different vendors' offerings. Any element of the good or service provision that is not expressed in a specification cannot be used as a basis for rejecting that good or service. Therefore failure to include a material requirement in a specification may result in a failed solicitation or acceptance of an offering that does not best suit the County's needs.

For goods, specifications may be based on a bid standard identified by brand, model, and any other essential material characteristics when solicited as bid standard "or equal," which language shall be stated in the solicitation and which allows vendors offering competing brands to submit documentation showing its product to be equivalent to and meeting the minimum standard characteristics of the bid standard.

Vendor Outreach

Vendor outreach is essential to perform effective market research, to identify any disparities between the County's specified requirements and the available offerings in the marketplace, and to promote participation in solicitation opportunities. Per the County's vendor outreach policy, procurement staff are encouraged to utilize Requests For Information (RFI), pre-solicitation conferences (before advertising the solicitation), and pre-bid conferences (after advertising the solicitation) to communicate the County's needs to vendors, solicit feedback and suggestions, gauge vendor interest, and clarify ambiguities. Records of attendance and meeting minutes must be kept for all formal RFI meetings, pre-solicitation conferences, and pre-bid conferences, and those records shall become part of the County's official procurement records.

Requests For Information are particularly useful when the County is considering developing a solicitation for goods and/or services that have never been procured previously and with which the County has little or no experience in the application of the required goods or services. An RFI is issued as a formal open invitation to the vendor community to provide to the County the vendor's views, offerings, and concerns with respect to particular goods and/or services. As with an RFP, the RFI includes an explanation of what is requested of vendors, when responses are due, whether a meeting will be scheduled to discuss the RFI prior to the due date, and any other relevant information necessary to inform vendors of the questions the County seeks to answer through the RFI. RFIs may include written submissions only, but often a meeting with vendors

prior to submission of written responses is useful to identify prominent issues and opportunities that may be of particular interest to the County. An RFI is not a solicitation, but rather a process by which the County may gather information about goods and services that may be useful for clarifying the County's needs and crafting an appropriate specification and solicitation to satisfy those needs.

Pre-solicitation conferences are useful when preparing complicated procurements, such as those involving construction services, highly specialized equipment acquisition, and complex service provision. Pre-solicitation conferences can help the County clarify specifications and understand market offerings and concerns, thereby affording the County the opportunity to improve its specifications and solicitation prior to official issuance. Formal invitation to a pre-solicitation conference is issued in the same manner as for formal sealed bidding or request for proposals, as applicable to the specific goods and/or services to be procured. The invitation should include a draft specification and solicitation for vendors to review and comment on at the conference or otherwise in writing. Following the conference, the County then uses the input provided by vendors to aid in crafting the official specification and solicitation.

Pre-bid conferences often are useful when conducting a solicitation with complex requirements that may benefit from clarification, when vendors have significant questions that must be resolved prior to the opening, when it is necessary to provide a walk-through of County locations where goods and/or services are to be delivered, and under other circumstances where it is clear that an open discussion of the solicitation and its requirements will be beneficial to the County and/or the vendor community. Invitations to pre-bid conferences are advertised in the same manner as the solicitation for which they are being held.

In addition to using the above methods to ensure effective vendor communication and input in the development and conduct of a solicitation, it is also worthwhile to emphasize the importance of identifying and including certified Minority- and Women-owned Business Enterprises (M/WBE), Disadvantaged Business Enterprises (DBE), and Service-Disabled Veteran-owned Business Enterprises (SDVBE) in any vendor outreach effort to the extent feasible. All such outreach should be coordinated with the Office of Minority Affairs and documented in the procurement file.

Solicitation

Solicitation starts upon its advertisement and ends upon opening. During this period, communication between procurement and program staff on the one hand and vendors on the other is strictly regulated. All such communications must be through official channels, and it must be clear that all material instruction or clarification of the requirements of the solicitation must be issued in writing to all potential bidders or proposers. To the extent possible, vendors with questions should be directed to the solicitation for answers to questions posed. Questions which are not relevant should be identified as such and not answered, often with notice to the vendor that all pertinent information necessary to provide a response is provided in the solicitation. If the County determines that a question must be answered or a requirement must be clarified, the buyer will issue an addendum to all potential bidders or proposers stating the question and answer or clarification as applicable. Procurement staff shall not answer any

material questions of vendors in any manner other than the one described here. Program staff shall not discuss any open, advertised solicitation with any vendor, and shall refer any vendor that has a question to the appropriate buyer. In the event that a vendor requests readily available public information that it deems to be relevant to the solicitation, the buyer will release that information as an addendum unless the DCCO determines in writing that it is not in the best interests of the County to release the requested information.

Evaluation of Offers

Contracts are awarded to the lowest responsive, responsible bidder or most advantageous proposer. Evaluation of offers (e.g. bids or proposals) submitted by vendors requires ranking by price (for bids) or by evaluation score (for proposals) as indicated in the solicitation, as well as affirmative determinations by the DCCO that the proposed awardee is responsive and responsible as defined in the Countywide Procurement Policy.

For solicitations awarded based on price alone, as for bids and mini-bids, all offers by vendors shall be included in a bid tabulation that includes the following information:

- The title of the solicitation
- The solicitation ID number
- The date of the bid opening
- All of the vendors that submitted bids and their offered price(s)
- The name, title, and signature of the reader of the bids
- The name, title, and signature of the witness

The bid tabulation shall be included in the solicitation file. Following generation of the bid tabulation, the buyer shall review the apparent low bid for responsiveness and responsibility, and verify that the arithmetic in the bid is correct. If the vendor is found to be non-responsive or non-responsible, the process for such determination as stated in the Policy shall be followed. In the event that the arithmetic of the apparent low bid is determined to be erroneous and the price is revised, a revised bid tabulation shall be created by the buyer and ranked to identify the apparent low bidder. If after revision of the bid tabulation the apparent low bidder has changed, the low bidder on the revised form shall be considered before considering any other vendor. This process shall be repeated as necessary until the low responsive, responsible bidder is identified and determined to be the intended awardee.

For solicitations awarded based on best value (i.e. most advantageous combination of cost, quality, and efficiency as defined in the solicitation) as for RFPs and Streamlined Competitive Proposal Processes, vendors shall be ranked pursuant to the Policy and as defined in the solicitation. All technical and price evaluations and summaries shall be included in the solicitation file. Responsiveness and responsibility reviews shall be conducted as required by the Policy, and written determinations shall be included in the solicitation file. As is the case with bids, in the event that arithmetic errors are found to alter the ranking of the proposals, the revised ranking reflective of the price correction(s) shall be used to identify the most advantageous proposal.

Negotiation of Terms and Conditions

Negotiation of price solely with the lowest responsive, responsible bidder or most advantageous proposer is allowed. Negotiation of terms and conditions generally is allowed only for solicitations that will result in awards based on best value. Taking exception to terms and conditions in competitive bid solicitations is prohibited and is grounds for rejection of the bid. Effective negotiation requires a thorough understanding of the terms and conditions at issue, and buyers may have proposed modifications to the terms and conditions which must be reviewed and approved by the County Attorney. Negotiation also requires an understanding of the County's relationship with the vendor and the related industry. Awareness of relevant industry standards and trends, price benchmarks and indices, vendor performance history, and the nature and extent of other current contracts between the vendor and the County may improve the County's bargaining position. It is also important to establish before entering a negotiation what elements of the requirements of the solicitation may and may not be negotiated, whether for legal, financial, or operational reasons.

Award Justification

As required in the Policy for the Recommendation For Award, it is essential that the DCCO affirm that the proposed awardee of a contract has been determined to be responsive, responsible, and the lowest bid or most advantageous proposal. Each solicitation should include as part of the solicitation record an award justification stating the above determinations and addressing any adverse information that otherwise may be cause to find the vendor non-responsible as part of the responsibility determination process.

Oversight Approval Process

Throughout the oversight review and approval process, the DCCO shall monitor the proposed contract award's progress and address expeditiously any issues that arise prior to contract execution.

Part III: Required Solicitation Documentation and Oversight review

Selecting the correct method of source selection is an essential element of effective public procurement. State Law and County policy requires open and fair solicitation of goods and services applying maximum practicable competition. This ensures that the County obtains the highest quality goods and services at the lowest net cost from qualified vendors with the integrity and capacity to perform as required by the contract.

Following are guidelines summarizing when various methods of procurement are to be used for formal procurements (i.e. those with a value of greater than \$10,000):

Formal Sealed Bid: Formal Sealed Bidding (FSB) generally is considered the most open and fair method of competition. It establishes basic requirements with measurable units and costs for goods and/or services, and the contract is awarded to the responsive, responsible bidder that meets the specifications and offers the lowest cost. The bid is publicly advertised, and in general there are no negotiations of terms following the opening of the bids. Formal Sealed Bids are processed by the Office of Purchasing, and required written specifications, and specific measurable unit items and deliverables.

Request For Proposals: Requests For Proposals (RFPs) are open competitions for services that, unlike FSBs, are awarded to the lowest responsive, responsible proposer that offers the best value to the County by assessing the cost, quality and efficiency of the offer. Whereas FSBs are awarded based on quantitative measures (cost alone), RFPs are awarded based on a combination of quantitative (cost) and qualitative (quality and efficiency) measures. Because the development and assessment of such qualitative measures requires significant judgment on the part of County procurement staff to ensure the County selects the proposal offering the best value, RFPs require greater justification, analysis, and scrutiny than FSBs do. RFPs are the appropriate method of source selection for services (including mixed solicitations for both goods and services in which services constitute the more significant part of the solicitation) in the following instances:

- 1) Solicitations for which specific unit items with fixed unit costs and/or reasonable quantity estimates cannot be determined;
- 2) Solicitations for which quality and/or efficiency is of primary importance compared with cost;
- 3) Solicitations which may require negotiation of terms and service levels;
- 4) Solicitations for which the preferred method of service delivery cannot be determined prior to issuance of the solicitation.

The above list is not all-inclusive, and there may be other circumstances that justify use of an RFP. Questions regarding the appropriateness of using an RFP should be directed to the DCCO and CPO.

Streamlined Competitive Proposal Process: The Streamlined Competitive Proposal Process (SCPP) is a truncated version of the RFP process referenced above, but use of the SCPP is limited to circumstances where the urgency of the County's need for services is such that, although it does not constitute an emergency as defined in the Policy, the matter is sufficiently time-sensitive to justify the truncation of the procurement process to be able to meet the County's needs adequately. The Policy lists several specific circumstances that may justify the use of this method. Use of SCPP is subject to prior approval of the DCCO and the CPO.

DPW Competitive Processes for Construction and Construction-Related Services:

- 1) Construction: Construction is solicited by FSB as stipulated in the DPW procurement manual.
- 2) Construction-Related Professional Services: Construction-related professional services are solicited by RFP as stipulated in the DPW procurement manual.

Emergencies: As stated in the Policy, emergency contracts are justified as determined by the County Executive to address an immediate threat to the life, health, safety, or property of the County, or to protect an essential County service or resource. Emergency contracts must be awarded by employing maximum practicable competition given the needs of the County and the capacity of the vendor community to meet those needs in a timely fashion. Emergency contracts are to be established only to the extent that they are needed to address the existing emergency condition. To the extent feasible, the County is to employ standard specifications and measures of vendor responsibility in the award of emergency contracts. For any emergency contract that is not issued under a formal federal, state, or local declaration of state of emergency, the CPO shall review and approve the specifications and competition applied to any proposed emergency contract prior to award of the contract and notice to the vendor to proceed with work under the contract.

Sole Source: Because sole source procurements are inherently non-competitive and may subject the County to the demands of the vendor, sufficient due diligence and justification prior to proceeding with a sole source award is essential to protect the interests of the County. Sole source contracts sometimes establish operational imperatives or expectations that may obligate the County to continue to do business with the vendor long past expiration of the award under consideration. This can occur as a result of the need for maintenance and other services, replacement parts, technical training, operational experience, expansion of needs as a result of standardization, or expansion of the scope of services related to the original intended service levels. In addition, the County has little leverage to obtain the best possible pricing and service levels in sole source procurements. The vendor may choose to raise prices, lower service levels, or alter product designs without prior consultation with the County. In the event the vendor fails or is no longer able to provide the goods and services required by the County, it may be very difficult and time-consuming to identify, procure, and implement an alternative product or service. For all these reasons each department must be very careful to review all alternative offerings prior to committing itself to a sole source procurement.

When a department is considering a sole source procurement it should consider the following factors:

- 1) Are the goods and/or services to be procured required to maintain essential County services? If the sole source goods and services are needed for ancillary, non-mission-critical services it may be preferable to reconsider the need.
- 2) Are there alternative, competitive goods and services available on the market that could satisfy essentially the same needs as the sole source goods and services? Sometimes the specifications may limit competition needlessly, and modest revisions to the specification make it possible to issue a competitive solicitation.
- 3) Can the need be reassessed to allow for alternative solutions that makes a competitive solicitation possible? Sometimes the actual need is more limited than the solution being offered by the sole source; or alternatively the sole source may satisfy a more limited need that is really an integral part of a larger need that can be obtained through competition.
- 4) If a sole source is absolutely essential, what is the price history of the goods and services to be procured? How does the pricing compare historically to similar offerings in the market?
- 5) Subsequent to the contract under consideration, will there be any anticipated need for additional goods and/or services or related offerings available only through the sole source vendor?
- 6) What is the alternative strategy in the event that a sole source procurement is not possible? Vendors have been known to refuse to accept terms and conditions that the County may consider essential to enter into a contract. In addition, the vendor may not reach agreement with the County in the time required by the County.

Prior to negotiating a sole source procurement, the DCCO and the CPO must approve the justification for the procurement, and a public notice of intent to award a sole source contract approved by the CPO must be published in the County's periodical of record at least ten business days prior to negotiation of the contract.

Intergovernmental and Cooperative Contracts: Because intergovernmental and cooperative contracts have been previously negotiated and awarded to vendors deemed responsive and responsible, these contracts often are efficient vehicles for the acquisition of commonly needed goods and services at competitive prices. Prior to award of an intergovernmental or cooperative contract, the DCCO must certify in writing that all requirements of the underlying contract have been met and documented, including but not limited to any competitive mini-bid requirements.

Government-to-Government: These agreements are negotiated outside the solicitation and award process in consultation with the County Attorney in the best interests of the County.

Preferred Source: As stipulated by the NYS Finance Law, the County is obligated to procure listed goods and services from Preferred Source vendors identified by NYS OGS. Prices must be determined to be fair and reasonable as defined in state law prior to awarding the contract.

Any questions regarding the selection of an appropriate method of source selection for a specific solicitation should be directed to the DCCO and the CPO prior to proceeding with the solicitation.

Procurement Checklists

The procurement checklists provided in this section are intended to assist department personnel in preparing solicitations as required for various methods of source selection included in the County's Procurement Policy. Departments are referred to the Policy for full explanation of the requirements regarding the conduct and approval of the various types of solicitations.

Except where explicitly excluded below, certain documents are required for all solicitations, including:

- Routing Sheet
- Staff Summary
- Contract/Amendment
- Exhibit A: Political Campaign Contribution Disclosure Form
- Exhibit B: Lobbyist Registration and Disclosure Form
- Principal Questionnaire Forms
- Business History Form
- Non-Collusion Certification
- Reference Checks
- Consultant's, Contractor's, and Vendor's Disclosure Form
- Procurement History Summary
- Comptroller Form
- NIFA Form
- Union Notice of Service Solicitation (as applicable)

Formal Sealed Bidding

Required elements of a Formal Sealed Bid include:

- Solicitation
- Specification
- Certification of Funds Availability/NIFS Printout
- Bid
- Bidders List
- Bid Tabulation
- Advertisement
- Cost Estimate
- Single Bid Analysis (as applicable)
- Responsibility Determination
- Vendor Nonresponsiveness Determination (as applicable)
- Vendor Nonresponsibility Determination (as applicable)
- Vendor Appeal (as applicable)
- Protest (as applicable)
- Protest Reply (as applicable)
- Price Justification

Recommendation For Award
MWBE/Veteran/DBE Goals
Contract

Request For Proposals (RFP)

Required elements of a Request For Proposals include:

Solicitation
Specification
Certification of Funding Availability/NIFS Printout
Proposal
Bidders List
Advertisement
Cost Estimate
Procurement Method Justification
Single Bid Analysis (as applicable)
Responsibility Determination
Vendor Nonresponsiveness Determination (as applicable)
Vendor Nonresponsibility Determination (as applicable)
Vendor Appeal (as applicable)
Protest (as applicable)
Protest Reply (as applicable)
Price Justification
RFP Evaluation Tools—Individual
RFP Evaluation Tools--Summary
Best and Final Offer
Recommendation For Award
MWBE/Veteran/DBE Goals
Contract

1. Request to Initiate

Before a department may issue an RFP to procure services, it must prepare a Request to Initiate which is approved by the Department Head and the appropriate Deputy County Executive(s) overseeing the department. A copy must be submitted to the CPO. The Request to Initiate must include the following:

- A description of the service sought.
- A statement of the scope of work to be performed.
- A justification for why the service is needed.
- A statement of when the service will be needed and for how long.
- An estimate of the cost or the price range of the services.

2. RFP Preparation

The RFP document must incorporate each of the elements set forth in the County's Procurement Policy. The Model RFP template is included at the end of this document. The principal sections of the RFP include:

- A Statement of the Purpose of the RFP.
- General Information, including the County's contact person, the timetable for proposal submission, instructions regarding the form and content of proposals, and relevant legal notices.
- Specifications, including a detailed statement of the scope of services to be performed, the required qualifications of proposers and a timetable for completing the work.
- Evaluation Criteria and relative weight of criteria.

When drafting an RFP for a given service for the first time, it is useful to look at other RFPs for comparable or related services that the County previously has issued. When drafting specifications, RFPs from other jurisdictions for similar services are worth consulting also. The CPO should be consulted if there are any concerns regarding the structure or viability of an RFP at any stage of the process.

Requests For Proposals and other competitive solicitations that are awarded based on both quantitative and qualitative factors are awarded to the vendor that offers the best combination of cost, quality, and efficiency to the County, also known as the “best value.” Solicitations to be awarded on the basis of best value are subject to some extent to the judgments of the evaluators on the selection committee. Therefore to allow for consideration of qualitative factors as well as quantitative ones in a fair and open manner, RFPs (and also Streamlined Competitive Proposals) must be conducted in a manner that is transparent in methodology and selection process. This requires sufficient planning and carefully documented implementation to ensure a fair and open process. The essential elements of determining best value among a number of proposals include the following:

- A clear statement in the solicitation of the evaluation criteria, and a detailed evaluation tool that will be used to measure offers against that criteria taking into consideration elements of cost, quality, and efficiency specifically related to the purpose of the solicitation
- A qualified and appropriately representative selection committee that is:
 - Knowledgeable of the intent, specifications, and requirements of the solicitation
 - Available to participate in all necessary committee meetings
 - Free of any conflict of interest regarding the solicitation (this must be certified in writing prior to establishing the committee)
 - Sworn to keep all knowledge of the proposals and committee discussions confidential until any award(s) resulting from the solicitation are officially proposed or the solicitation is canceled (again this must be certified in writing prior to establishing the committee)
 - Documented determination of which committee members shall vote during the course of the evaluation process (determined prior to establishing the committee)

- A written determination prior to establishing the committee of the award process to be employed (e.g. short list established by minimal technical point requirement, cost per technical point, price negotiation with the highest-rated technical proposal, etc.)
- Strict adherence to the evaluation tool and process
- Clear documentation of any determinations made and the reasons therefore; documentation must be provided concurrently with the determinations made

A proposal offering best value to the County is the one presented by a responsive, responsible vendor that offers the best combination of cost, quality, and efficiency. Each of these criteria may include a variety of elements of greater or lesser importance to the County depending upon the specific solicitation. In a circumstance where there is an urgency for performing work as soon as possible, such as in the aftermath of a natural disaster or unanticipated equipment failure, or when non-County funds may be lost, cost and quality may be weighted less significantly than efficiency. In a circumstance where quality is paramount, as may be the case when hiring an artist or legal counsel with particular expertise, quality may be weighted more highly than the other criteria. Finally, in a circumstance where the budget is severely restrained, cost may outweigh quality and efficiency.

Following is a list of some of the elements that may need to be considered in determining the proposal offering best value in a solicitation.

Components of cost may include:

- Unit costs
- Installation costs
- Freight costs
- Training costs
- Maintenance and ongoing support costs
- Service fees
- Pass-through costs
- Licensing fees
- Disposal costs
- Interest costs
- Start-up costs
- Contract close-out/transition costs

Components of quality may include:

- Experience
- Qualifications of key staff
- Certifications and licenses
- Past performance
- References

Components of efficiency may include:

- Vendor capacity
- Location
- On-hand staff and stock
- Existing supply chain network
- Pre-existing contractual obligations
- Financial resources
- Familiarity with County operations and requirements

When establishing requirements for an RFP, the department must be as detailed and clear as possible. This is essential to communicate to the vendor community what elements of the specification are of greatest importance to the County, and additionally the evaluation tool must reflect these priorities. Effective solicitation is possible only when the County's needs are clearly and accurately communicated, and those priorities subsequently are reflected during contract administration. Vendor performance issues or disputes may occur when the RFP has failed to state the County's expectations effectively in advance of the contract.

3. In addition to the items listed above, attachments to the RFP must include:

- The Standard Clauses for Nassau County Contracts (Appendix E)
- Equal Employment Opportunities for Minorities and Women (Appendix EE)
- Cost Proposal Worksheet

4. Publication of RFP

A synopsis of the RFP should be published a reasonable period of time before proposals are due to be submitted, but no less than 10 business days prior to the published proposal due date. The synopsis shall be published in:

- the official periodical of the County;
- a trade or professional journal and/or on the web site of a trade or professional association that is likely to reach potential vendors; and/or
- a commercial solicitation posting website that is likely to reach potential vendors

For any solicitation for which an advertisement is not placed in the official periodical of the County, written justification for the advertisement placement selection shall be included in the procurement file.

In addition, the RFP should be published in its entirety on the County's web site and must be forwarded to the Office of Minority Affairs at least 30 days prior to the date of publication of the advertisement, or otherwise obtain a waiver from OMA.

5. Pre-Proposal Conference

Although it is not mandated by the County's Procurement Policy, it often is useful to hold a Pre-Proposal Conference a reasonable period of time after publication of the RFP and prior to

the deadline for submission of an RFP. Such a conference can help to clarify the RFP and also be used by the agency to evaluate the level of interest among potential service providers.

6. Establishment of Selection Committee

Before the RFP is issued, the department shall establish a Selection Committee to review the proposals. Normally, the Selection Committee should be composed of no fewer than three qualified individuals. The Selection Committee may appoint one or more nonvoting persons with appropriate expertise to serve as advisors to it with respect to technical or price issues. The Committee chair also may be nonvoting.

7. Evaluation of Proposals

The most common evaluation process incorporates each of the following steps:

- Each Selection Committee member (and/or voting technical advisors, if any) shall complete a Rating Sheet evaluating each proposal on its technical merit.
- The ratings of the Committee members shall be aggregated and an Evaluation Summary report comparing the respective technical merit of the proposals shall be prepared.
- The Committee may elect to do price evaluations only for the three proposals with the highest technical scores or may elect to do price evaluations more broadly as indicated in the solicitation; possible alternatives include minimum technical score cutoff or natural break in scores.
- The Committee shall then identify each of the remaining proposals that have reasonable price offers based upon the County's cost estimate or other relevant criteria.
- The Committee shall then record a total rating for each of the remaining proposals based on a combination of price and technical criteria.
- At any time in the evaluation process following initial technical scoring, the Committee may choose to discuss the members' individual ratings to determine if consensus among the Committee is possible. If consensus is reached, the consensus score is presented as the summary score. If consensus is not reached, the Committee may choose to re-evaluate the individual ratings following group discussion.
- Alternative approaches to proposal evaluation may be used, including cost per technical point and other methods, when included in the solicitation and with the written approval of the CPO.

8. Deciding Whether To Have Further Discussions Or Make An Award

After the Selection Committee has completed its evaluations, it must decide whether to make an award to the highest rated proposer(s) or to continue discussions with a group of finalists in accordance with the process that had been established at the inception of the Committee. If the Committee decides to hold discussions, it should:

- Establish an agenda and schedule for all discussions.

- Accord fair and equal treatment to all finalist proposers with respect to their opportunity for discussion and revision of proposals.
- Resolve any ambiguities or uncertainties in the proposals.
- Keep records of discussions and their results.

After holding discussions, the Selection Committee must decide whether it wants to recommend awarding the contract to one or more of the proposers based on its (their) existing proposal(s) or to solicit a Best and Final Offer ("BAFO") from each of the finalists. The Committee must solicit the BAFOs by written notice to each of the finalists. The notice should specify:

- The form requirements for the BAFO;
- The content requirements for the BAFO;
- The due date; and
- The person(s) to whom the BAFO is to be submitted.

The procedure for evaluating BAFOs is the same procedure as is used for evaluating the original proposals:

- The Selection Committee members individually complete the rating sheets for technical merit and their scores are then aggregated.
- The individual members rate the price proposals and their scores are then aggregated.
- The technical ratings and price ratings are then combined.
- At any time in the evaluation process following initial technical scoring, the Committee may choose to discuss the members' individual ratings to determine if consensus among the Committee is possible. If consensus is reached, the consensus score is presented as the summary score. If consensus is not reached, the Committee may choose to re-evaluate the individual ratings following group discussion.

The Selection Committee then must decide whether it is satisfied with the highest ranked proposal and wants to recommend awarding the contract to that proposer, or whether it wants to either have further discussions with the proposers or to cancel the RFP. In general, multiple rounds of BAFOs should be avoided.

9. Deciding To Make An Award

Where the Selection Committee decides to recommend awarding a contract to the highest rated proposer, it must provide the following information by completing and submitting Part III of the Request to Initiate to the appropriate DCE for approval. In Part III of the Request to Initiate, the Committee must set forth:

- A list of all the proposals received
- The prices proposed in the respective offers
- The overall rating of each proposal
- The Committee's recommendation of who should be awarded the contract
- The justification for the recommendation

If the award is not to the lowest cost proposer, the justification must explain why awarding the contract to the recommended vendor best serves the County's interests (e.g., the winning proposal gives the County the best value in terms of technical quality per dollar paid; the winning proposer has unique experience; the technical quality of the winning proposer was far superior to others and technical quality is a high priority; the ability of the winner to meet special time and deliverability requirements).

If less than three proposals were obtained by the County, the Committee must explain why more proposals could not be obtained.

If the DCE approves the Committee's recommendation, the Committee shall notify the winning proposer in writing of the County's intent to award it the contract and then commence contract negotiations with the winner. The County shall notify the other remaining proposers of the County's decision. The Committee may ask the other proposers to hold their offers open for a stated period of time not to exceed 180 days in case the County's contract negotiation with the winning proposer does not conclude successfully.

Streamlined Competitive Proposals

The document requirements for Streamlined Competitive Proposals is the same as for Requests For Proposals.

Because Streamlined Competitive Proposal (SCP) solicitations limit competition by reducing vendor outreach and vendor response times, SCPs should be used only when necessary to meet the urgent needs of the County in nonemergency circumstances. For this reason CPO authorization is necessary prior to issuance of an SCP solicitation. In addition, departments are reminded that SCPs primarily are intended to be used to address unanticipated contract needs, and most standard contracts should be solicited using other, openly competitive methods included in the Policy. SCPs require submission and approval by the appropriate DCE(s) of a Request To Initiate (RTI) prior to solicitation development and issuance. A copy of the RTI must be submitted to the CPO.

DPW Construction Bidding

The document requirements for DPW construction bids are the same as for Formal Sealed Bids.

DPW Solicitations For Construction-Related Services

The document requirements for DPW personal services solicitations are the same as for Requests For Proposals.

Sole Source

Sole Source Purchases require the following:

- Certification of Funding Availability/NIFS Printout
- Sole Source Justification
- Contract
- Notice of Intent
- Vendor Response(s) to Notice of Intent and County Response(s)
- Responsibility Determination
- Protest (as applicable)
- Protest Reply (as applicable)
- Price Justification
- Recommendation For Award

Small Purchase < \$500

Small Purchases require a requisition, written quote and purchase order.

Small Purchase \geq \$500 and \leq \$10,000

Small Purchases of at least \$500 and not more than \$10,000 require:

- Requisition
- Solicitation
- Bidders List
- Bid
- Bid Tabulation
- Award Justification
- Purchase Order

Direct Purchase Order

Direct Purchase Orders require only the DPO itself.

Emergency Contract

Required elements of an emergency contract include:

- Emergency Purchase Justification
- CPO Competitiveness Approval (if applicable)
- Bidders List
- Solicitation

Solicitation Responses
Bid Tabulation
Award Justification
Contract

Intergovernmental or Cooperative Contract

Required elements of an intergovernmental or cooperative contract include:

External Government Contract
Solicitation
Bidders List
Solicitation Responses
Bid Tabulation (if applicable)
Award Justification
Contract

Government-to-Government

Required elements of a Government-to-Government contract include:

Award/Price Justification
Contract

* Note: Government-to-government contracts require only the Consultant's, Contractor's, and Vendor's Disclosure Form and the Political Campaign Contributions Disclosure Form, and do not require the Business History Form or Principal Questionnaire Form

Preferred Source

Required elements of a preferred source solicitation include:

Solicitation
Written quote
Award/Price Justification
Contract

Vendor Responsiveness

A vendor is deemed responsive to a solicitation when it has provided all information, pricing, certifications, and other required documentation as required in the solicitation. Only the apparent low bidder(s) or proposer(s) shall be evaluated for responsiveness. Factors to consider in determining the responsiveness of a vendor's solicitation response include but are not limited to:

- Timely submission of the bid or proposal as required in the solicitation
- Timely submission of required:
 - Certifications
 - Licenses
 - Insurance
 - Bonds or sureties
 - Vendor integrity and disclosure documents
 - Samples
 - Specifications
- Original signatures, seals, or notarizations
- Subcontract information
- M/WBE, DBE, or SDVBE utilization plans

Failure to submit any required documentation, samples, or other submissions may result in a determination of nonresponsiveness. Any vendor found to be nonresponsive must be notified in writing of the finding as required by the Policy.

Vendor Responsibility

A vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County. Only the apparent low, responsive bidder(s) or most advantageous proposer(s) shall be evaluated for responsibility. Factors to consider in determining the responsibility of a vendor include but are not limited to:

- Financial resources
- Technical qualifications
- Experience
- Organization, material, equipment, facilities, and personnel resources and expertise necessary to carry out the work and to comply with required schedules, taking into consideration other business commitments
- A satisfactory record of performance
- A satisfactory record of business integrity
- Where the contract includes provisions for reimbursement of contractor costs, the existence of accounting and auditing procedures adequate to control property, funds, or other assets, accurately delineate costs, and attribute them to their causes
- Compliance with requirements for the utilization of small, minority-owned, and women-owned businesses as subcontractors
- Compliance with requirements related to grants or other funding sources

In addition to required vendor integrity and disclosure documents, buyers should consult available resources to determine vendor responsibility, including but not limited to the following:

- All pertinent databases of debarred, suspended, and ineligible contractors

- Vendor performance evaluations, as well as verifiable knowledge obtained by County contracting and audit personnel
- Determinations of violations of employment-related federal, state, or local law or executive order, including but not limited to those relating to equal employment opportunity, prevailing wage, workplace health and safety, employee benefits, and employee wages and hours
- Information supplied by the prospective contractor, including bid or proposal information, correspondence, financial data, information on production equipment, and personnel information
- Online searches (e.g. Google)
- Legal and financial research tools (e.g. Lexis/Nexis, WestLaw, and D&B)
- Other sources such as news publications, suppliers, subcontractors and customers of the prospective contractor, financial institutions, other government agencies, and business and trade associations

It is the responsibility of the buyer to identify and address all potentially adverse information identified in the responsibility determination process. When any potentially adverse information is identified, the buyer shall request in writing that the vendor explain the circumstances of the information, provide details regarding the status, indicate the corrective action plan or corrective actions taken, and explain why this information should not prevent award of the contract under consideration. When all potentially adverse information has been so addressed by the vendor, the buyer shall summarize this information for inclusion in the responsibility determination to be approved by the DCCO.

Legislative Review of Contracts

Some contracts must be approved by the Rules Committee of the County Legislature. This section summarizes which contracts are subject to legislative approval and what the process is in normal, non-emergency conditions for submitting contracts to the Legislature. The procedure for emergencies is described in the Procurement Policy.

In general, a personal services contract is subject to approval by the Rules Committee of the Legislature if:

- The contract amount is at least \$1,000;
- The contract is for a term of more than one year; or
- The contract would result in the contractor being awarded contract amounts from the County in a 12-month period which cumulatively exceed \$50,000.

There are 11 exceptions to this requirement of legislative approval that are enumerated in Section 103(8)(c) of the County Charter and are summarized in the County's Procurement Policy/Procedure. One of the most frequently cited exceptions is for contracts procured through the New York State Office of General Services. (See the Charter and the Policy for other exceptions).

A goods or non-personal services contract must be approved by the Rules Committee of the Legislature if it exceeds \$100,000.

Amendments to contracts that were not previously approved by the Rules Committee of the Legislature will require legislative approval if the amendment would bring the contract within the ambit of one of the above-cited criteria for legislative approval.

Amendments to contracts that were previously approved by the Rules Committee of the Legislature generally require legislative approval. In the case of any such amendment, the contracting department shall presume that legislative approval is required and submit the amendment to the Legal Counsel Bureau of the County Attorney's Office in accordance with the procedure described below.

The rules of the County Legislature require that a contract or contract amendment be submitted to the Clerk of the Legislature 17 days before the meeting at which the contract will be considered by the Rules Committee. Prior to submission to the Legislature, the contract must be reviewed by the Transactions Bureau and the Legal Counsel Bureau of the County Attorney's Office. Consequently, the contracting agency or department must submit the contract to the County Attorney's Office one month in advance of the date that it must be submitted to the Clerk of the Legislature. If it is impracticable to meet this deadline for legislative submission, but it is important that the contract be considered by the Legislature as soon as possible, the agency or department should contact the County Executive's Director of Legislative Affairs.

When the agency or department submits the contract or contract amendment to the County Attorney's Office, it must be accompanied by either a Staff Summary (in the case of goods and non-personal services contracts) or a Contract Summary/Advisement (in the case of personal services contracts). Both these forms have the following key sections that must be completed:

- Purpose - This section briefly describes why the goods or services being procured are needed by the agency or department or why the amendment to the contract is needed.
- Method of Procurement - This section identifies which one of the procurement methods allowed under the County's Procurement Policy/Procedure (e.g., formal sealed bids, RFP, small purchase, sole source, etc.) was used to procure the contract. It also identifies the number of bids or proposals received and the basis for selecting the contractor (e.g. lowest responsible bidder; best value proposer, etc.). In the case of a contract amendment, the agency or department should indicate the method used to procure the original contract.
- Procurement History - This section describes how and when the goods or services being purchased now were previously obtained by the department.
- Description of General Provisions - This section provides all pertinent information regarding the period of time covered by the contract, the price, and the nature of the goods or services to be received.

- Impact on Funding/Price Analysis - This section identifies the costs and/or savings associated with the contract, whether it is included in the budget, and how pricing compares to previous contracts for these goods or services.

Comptroller Review of Contracts

Contracts must be approved by the County Comptroller. The Comptroller reviews contracts to determine that:

- Funds are available for the contract
- The contract's cost and payables structure is sound

The Comptroller also determines which contracts require NIFA approval.

Nassau County Interim Finance Authority (NIFA) Review of Contracts

Some contracts must be approved by NIFA. NIFA reviews personal services contracts in excess of \$50,000, and non-personal services contracts in excess of \$100,000. Some exceptions apply related to potential fiscal impact upon the County, method of source selection, and other issues. The County Comptroller determines which contracts require NIFA approval.

Part IV: Contract Administration

Contract Changes

During the course of a contract it may be necessary to modify the terms or amount of the contract. Contract changes are performed through:

- Capital Project Change Orders
- Contract Amendments
- Contract Advisements
- Renewals

All contract changes must be documented as indicated below and approved by the DCCO. Contract changes are allowed only to the extent that they are within the scope of the original contract. Material scope changes are not allowed, and such out-of-scope work must be solicited separately.

Capital Project Change Orders

Capital project change orders are processed by DPW to reflect changes necessary to perform construction or construction-related services as specified. DPW change orders must be processed according to that department's construction and construction-related procurement policy.

Contract Amendments

Contract amendments are used to change the terms and, if necessary, the funded amount of the contract. Contract amendments require the following documentation:

- 1) Routing Sheet
- 2) Staff Summary
- 3) Comptroller Approval Form (for personal services)
- 4) NIFA Contract Approval Request Form
- 5) Rules Resolution
- 6) All Standard Vendor Integrity and Disclosure Documents
 - a. Political Campaign Contribution Disclosure Form
 - b. Lobbyist Registration and Disclosure Form (if applicable)
 - c. Business History Form
 - d. Principal Questionnaire Form(s)
 - e. Consultant's, Contractor's, and Vendor's Disclosure Form
- 7) Amendment and vendor acceptance
- 8) Cost justification (as applicable)

Contract amendments are subject to oversight review and approval by:

- OMB
- County Attorney
- Legislative Affairs
- CPO
- DCE
- Legislature (for personal services contracts exceeding \$1,000 and goods/non-personal services exceeding \$100,000 cumulatively)
- Comptroller
- NIFA (for personal services contracts exceeding \$50,000 and goods/non-personal services exceeding \$100,000)
- CE execution

Contract Advisements

Contract Advisements are used to increase the encumbered funds in the contract up to the established maximum contract amount.

Contract Advisements require the following documentation:

- 1) Routing Sheet
- 2) Staff Summary
- 3) Cost justification (as applicable)
- 4) Relevant contract excerpt

Contract Advisements are subject to approval by

- OMB
- Legislative Affairs
- Comptroller

Contract Renewals

Contract Renewals are allowed only when specified in the original solicitation. Both the number of renewals and the term of each renewal must be so specified. Renewals may be at the sole discretion of the County or upon mutual consent of the vendor and the County as indicated in the solicitation.

Contract renewals require a written notice to the vendor advising of the County's intention to renew the contract for a stated period per the terms of the contract, and vendor concurrence if required. At a minimum, renewals require approvals by OMB and the Comptroller's Office. The CPO and Legislative Affairs may require prior approval of renewals as well. When a department processes a renewal as a new contract, it is treated as such and requires all approvals indicated in the policy.

Task Orders

Requirements contracts for “on-call” services may be solicited for a given dollar amount of services as defined by the maximum contract amount, for which a minimal amount of funds (typically \$0.01 or \$1.00) may be encumbered, or any amount up to the maximum amount may also be encumbered at the start of the contract. During the term of the contract, when a specific assignment of work is required for such contracts for which additional encumbrance is required and therefore a task order must be encumbered for the specified work. The cumulative value of all task order and other encumbrances shall not exceed the maximum contract amount stated in the contract. Task Orders are submitted as amendments.

Price Adjustments

Price adjustments are allowed during the term of a contract only if they are:

- Included in the contract
- Deemed to be fair and reasonable
- Determined in writing by the DCCO to be in the best interests of the County

To the extent feasible, price adjustments shall be determined using government or industry indices or other benchmarks to ensure that any price adjustments are fair and reasonable. Such indices or benchmarks shall be identified in the solicitation and the contract whenever feasible.

Price adjustments may or may not be allowed in solicitations at the discretion of the County. Any solicitation that includes price adjustments must reiterate those terms in any contract resulting from the solicitation as a material element of the contract.

Part V: RFP BOILERPLATE

Nassau County Office of _____
Edward P. Mangano - County Executive _____ – Director of _____

REQUEST FOR PROPOSALS

[Name of RFP]

RFP# [obtained from Purchasing]

Issue Date:

Nassau County
Long Island, New York



TABLE OF CONTENTS

This RFP contains the following sections:

- A. Introduction
- B. Anticipated Proposal Schedule
- C. Scope of Services
- D. Contract Term
- E. Mandatory Proposal Response Requirements
- F. Proposal Submission Instructions
- G. Proposal Evaluation Criteria
- H. General Information
- I. General Conditions for Proposers
- J. Additional Demonstrative Materials
- K. Award of Contract
- L. Protest Policy

Appendices:

Appendix A – Cost Proposal

Appendix B – Program Description and Staffing

Appendix C – Business History Form

Appendix D – Principal Questionnaire Form

Appendix E – Standard Clauses for Nassau County Contracts

Appendix EE – Equal Opportunities for Minorities and Women

Appendix L – Living Wage Law Certificate of Compliance

Appendix F – Consultant's, Contractor's and Vendor's
Disclosure Form

Appendix G – Lobbyist Registration and Disclosure Form

Request for Proposal (RFP)

A. Introduction

Nassau County, New York (the "County") is currently seeking proposals from qualified individuals and entities authorized to do business in the State of New York, to provide _____. The purpose of the RFP is to provide Nassau County with proposals and recommendations for _____.

[Further explanation of RFP can be inserted here]

Nassau County is committed to a policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, and ordinances.

B. Anticipated Proposal Schedule

RFP Issue Date
RSVP for Bidders' Conference, if necessary
Bidders' Conference, if necessary
Proposal Due Date
Oral Presentation, if necessary
Award Date

Dates indicated above are subject to change at the sole discretion of the County.

THE PROPOSER SHOULD PROVIDE A PROPOSAL IN APPENDIX B WHICH MEETS THE SCOPE REQUIREMENTS SET FORTH BELOW. THE COUNTY WILL REVIEW SINGLE OR MULTIPLE PROPOSALS FROM AN INDIVIDUAL OR ENTITY.

C. Scope of Services

The Scope of Services ("Scope") outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of this job title and compensation review and analysis. *[to be inserted by whoever is creating RFP]*

D. Contract Term

It is the intent to award a contract for a ____ year period *[if desirous of renewing contract, may use this language: with the option to renew for an additional ____ year period, for a possible total term of ____ years]*, subject to the County's right of early termination as provided in the contract. The decision to renew the contract(s) will be at the sole discretion of the County.

E. Mandatory Proposal Response Requirements

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

All Proposals must contain the following:

1. Cost Proposal Form attached as Appendix A.
2. Proposed approach to the Scope of Work attached as Appendix B, containing a complete written description of proposer's Proposal.
3. A duly completed and verified Business History Form attached as Appendix C, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the proposer's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
4. All officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer shall complete and verify the Principal Questionnaire attached as Appendix D.
5. Living Wage Law Certificate of Compliance, attached as Appendix L.
6. A completed and verified copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form attached as Appendix F. Additionally, if the proposer utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form, completed and verified by that individual/organization, attached as Appendix G.
7. The Proposer's Exceptions to the RFP Requirements, if any.
8. All submissions must be signed on the designated signature line by an officer or authorized agent of the proposing party.
9. Additional information that you believe pertinent to the County's requirements.
10. Statement proposer has registered with the County as a vendor.

F. Proposal Submission Instructions

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the proposals must follow the outline in the section of this Request For Proposal ("RFP") titled **Mandatory Proposal Response Requirements**. Each response should be clearly numbered and the full question listed.

The proposals must be signed by an individual who is authorized to bind the proposer to all commitments made in the proposal. The original and () copies of the proposal, together with all attachments, must be submitted to the County in a sealed opaque envelope no later than 4:00 p.m. EST on . No telegraphic or facsimile proposals will be accepted. Any late proposals will be returned unopened. **Proposals received after the above date and time will not be considered.** The County is under no obligation to return proposals.

It is each Proposer's responsibility to carefully review all the requirements of this RFP, including the scope of work, the specifications and terms and conditions. It is further the proposer's responsibility to ask questions, request clarifications, or otherwise advise the County if any language, specifications or requirements of this RFP appear to be ambiguous, contradictory, or to inadvertently restrict or limit the vendors that could meet the requirements of this RFP to a single source.

If a proposer takes exception to any requirement of this RFP, the Proposer must clearly set forth the exception in its proposal, referencing the affected RFP section, paragraph and page. The Proposer must set forth the reason(s) for the exception and indicate what (if any) alternative is being offered by the Proposer. The County shall determine (in its sole discretion) the acceptability of any proposed exception(s). Where the County rejects a proposed exception, the County may offer the vendor an opportunity to withdraw its exception and propose an alternative. However, even where the County does not reject a proposed exception to the RFP prior to the issuance of a Notice of Intent to Award to a Proposer, the County reserves the right to negotiate with the Proposer regarding any such exceptions. Regardless of whether or not the County rejects proposed exceptions to the RFP, such exceptions will be considered by the County in evaluating the completeness and adequacy of the proposal. Proposers shall be deemed to have accepted all requirements of this RFP to which they have not specifically and clearly stated an exception in their proposal.

The County is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Interested parties may contact the authorized contact person listed below by telephone to advise that a fax transmission has been sent to the above number. Violation of these provisions may result in immediate disqualification. Proposers will submit all proposals and direct all responses, questions, and any other communications to the following authorized contact person:

Title

Nassau County Department of _____

Address

Mineola, New York 11501

Telephone: (516) 571-

No contact with any other County personnel other than the authorized contact person is allowed until such times as an award (or awards) has (have) been made.

G. Contract Proposal Evaluation Criteria
these as a base if suitable

[use whatever criteria best fits your RFP, but can use

Proposal elements, as described above, will be reviewed and evaluated for completeness and responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the Vendor responds to and meets all of the requirements of this RFP. Vendors may be invited for interviews to discuss project requirements and proposal elements in more detail should the selection committee request such. **The County reserves the right to award all or any part of this project, and to waive any technical irregularities or omissions, or to cancel this RFP and solicit new proposals if, in the County's sole judgment, the best interests of the County will be served.** The selection committee will evaluate each proposal and use the following for scoring each submission:

Contract Requirements and Proposed Solution

_____ %

Overall responsiveness of the proposal:

Demonstration of a clear understanding of the requirements portion of the RFP;

Clear description of the scope of work needed to satisfy the defined RFP requirements,

Acceptability and efficacy of proposed analysis, management and implementation methods and procedures and supporting systems for ongoing project management and implementation support, previous engagements of similar scope and quality, description of recommendations and alternative approaches that the County might use to improve its management process including rationale for the recommendations or alternative approaches.

Vendor Profile: Organization, Capacity, Staffing, Resumes _____%

Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section 1, Number 2, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.

Related Experience _____%

Prior public sector experience, project management and implementation qualifications and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP.

Cost of Overall Project _____%

Total cost to the County.

The County will consider any other relevant factors as determined by the selection committee.

H. General Information

1. **Incurring Cost.** The County shall not be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract.
2. **Rejection of Proposals.** This RFP does not commit the County to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, the County reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest proposer. The County reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of the County to so do.

The County may require the Proposer selected to participate in negotiation and to submit any price, technical, or other revisions, or their proposals as may result from negotiations.

3. **Addenda to Request for Proposals.** Amendments to this RFP may be necessary prior to the closing date and will be furnished by mail to all prospective Proposers who have requested these materials.
4. **Contract Negotiations.** The County intends to enter into contract negotiations with the firm or firms selected by the RFP Evaluation Committee, who shall be required to enter into a written contract with the County in a form approved by legal counsel for the County. The contract usually includes, without limitation, the standard clauses set forth in Appendix "E" attached hereto. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein.

The County reserves the right to negotiate the terms and conditions of the contract with the selected proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a vendor nor the negotiation of the contract with such vendor(s) shall

constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with such vendor(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.

5. **Additional Information.** The County may award a contract based upon offers received without discussion of such offers with the Proposers. Each offer, therefore, should be submitted in the most favorable terms that the Proposers can offer the County from a price and technical standpoint. However, the County reserves the right to request additional data or oral discussions or presentations in support of written proposals from any and all of the Proposers. In addition, the County reserves the right to make on-site visits to the Proposer's place of business to assess and/or evaluate Proposer's qualifications.
6. **Disclosure of proposal contents.** The County will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Proposers shall indicate in their proposals any information they submit that they feel is exempted from disclosure under FOIL. In the event that the County determines that information is required by applicable law to be disclosed, the County will endeavor to notify the Proposer in advance of such disclosure to enable the Proposer to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.
7. **Independent Price Determination:** By submission of its offer, the Proposers certify (and in the case of a joint offer, each party thereto certifies as to its own organization) that, in connection with procurement:
 - A. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other proposer or competitor; and
 - B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposers prior to award, directly or indirectly, to any other Proposer or competitor; and
 - C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and
 - D. No elected or appointed official or employee of the County shall benefit financially or materially from this contract. The County may terminate this contract if gratuities were offered or given by the Proposer or his or her agency to any such official or employee.
8. **Ownership of Information:** All materials submitted in response to this Request for Proposals will become the property of the County.
9. **Examination of Records:** In submitting a proposal, the successful Proposer agrees that the County shall have access to and the right to examine directly all pertinent documents, papers and records of the Proposer and/or any sub-proposer as related to any contract and/or subcontract resulting from this RFP until six (6) years after final payment has been made pursuant to any contract awarded as a result of the County's acceptance of proposal.
10. **Subcontracting:** The Proposer will be responsible for the entire contract performance. The Proposer must indicate in the RFP if it intends to use a sub-contractor for any part of the work. If so, the Proposer shall identify each sub-contractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of the tasks to be performed by the sub-contractor must be included. The Proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations thereunder without the prior written approval of the County.
11. **Negotiated Changes:** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

12 **Disclaimer:** The County and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the County does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

I. General Conditions for Proposers

1. The Proposers will be required to pay its employees a “living wage” in compliance with Nassau County Local Law No. 1-2006 (the “Living Wage Law”), if applicable, and also to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor Law.
2. Proposer is bound by and shall comply with the terms of Appendix EE to the Standard Clauses for Nassau County Contracts, attached hereto as Appendix E, which are attached hereto and hereby made a part hereof, if the proposers would be considered “county contractors”, as defined in those exhibits, if awarded this contract.
3. The contract shall provide that in the event of any material misrepresentation by the Proposer contained in its proposal, County shall have the right to immediately terminate the agreement. It shall also provide that in the event the Proposer or any of its principals are convicted of a felony during the term of the agreement, that the County shall also have the right to terminate the agreement.

J. Additional Demonstrative Materials

Parties are encouraged to provide as much additional material and detail as possible to completely describe and demonstrate the Proposal.

K. Award of Contract

The County shall select a firm by means of a Notice of Award issued by the RFP Evaluation Committee. Neither the selection of a firm nor the issuance of a Notice of Award shall constitute the County’s acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with the firm, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

L. Protest Policy

As indicated in Section F, all questions or concerns regarding this RFP must be directed to the designated contact person. If a Proposer believes that a concern has not been satisfactorily addressed, it may request a copy of the Vendor Protest Procedure from the designated contact person.

[Depending on type of RFP, you may need to have additional sections. Below is a table of contents from a Parks RFP that contains additional material]

APPENDIX A **COST PROPOSAL**

[This is a sample, needs to be created for specific RFP scope of work]

Proposed Cost Breakdown

Task	Partner		Manager		Analyst		Total Hours	Subtotal Hourly Costs	Estimated Expenses	Total Cost
	Hours	Billing Rate	Hours	Billing Rate	Hours	Billing Rate				
1. Field Data										
2. Analysis										
3. Final Report										
Totals										

The undersigned hereby certifies his or her compliance with the following:

“NON-COLLUSIVE PROPOSAL CERTIFICATION”

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

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: _____

(Signature)

PRINT NAME: _____

DATE: _____

APPENDIX B
PROGRAM DESCRIPTION AND STAFFING

[Sample, needs to be adjusted to particular RFP]

Please provide a complete written description of the Proposal, including the following information:

- a. Staffing: Bios of firm principals as well as staff expected to be assigned to this project.
- b. Detail prior experience in the area of compensation consulting.
- c. Detail prior experience with public sector clients (similar size and scope).
- d. Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect this proposal.

(USE ADDITIONAL SHEETS IF NECESSARY)

APPROVED AND SUBMITTED BY: _____

(Signature)

PRINT NAME: _____

DATE: _____

APPENDIX C
BUSINESS HISTORY FORM

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS). Date: _____

1) Bidder's/Proposer's Legal Name: _____

2) Address of Place of Business: _____

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: _____

Does the business own or rent its facilities? _____

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: _____

6) The bidder/proposer is a (check one): _____ Sole Proprietorship _____ Partnership _____

Corporation _____ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes _____ No _____ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes _____ No _____ If Yes, please provide

details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes _____ No _____ If Yes, provide details. _____

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes _____ No _____ If Yes, state the name of

bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes _____ No _____

If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

Yes _____ No _____ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes _____ No _____ If Yes, provide

details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No _____ Yes _____ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No _____ Yes _____ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No _____ Yes _____ If Yes, provide details for each such conviction

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

No _____ Yes _____ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No _____ Yes _____. If Yes, provide details for each such occurrence

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No _____ Yes ____; If Yes, provide details for each such

instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No _____ Yes ____ If Yes, provide details for each such year. Provide a

detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. _____

b) Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. _____

A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____



Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this _____ day of _____ 20__

Notary Public

Name of submitting business: _____

By: _____

Print name

Signature

Title

_____/_____/_____
Date

APPENDIX D
PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON- RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name _____
Date of birth ____/____/____
Home address _____
City/state/zip _____
Business address _____
City/state/zip _____
Telephone _____
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____ ____/____/____
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?

NO _____ YES ____ If Yes, provide details.

.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO

_____ YES ____ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO _____ YES ____; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO _____ YES ____ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

NO _____ YES _____ If Yes, provide details for each such instance.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO _____ YES _____ If Yes, provide details for each such instance.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO _____ YES _____ If Yes, provide details for each such instance.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO _____ YES _____ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

a) Is there any felony charge pending against you? NO _____ YES _____ If Yes, provide details for each such charge.

b) Is there any misdemeanor charge pending against you? NO _____ YES _____ If Yes, provide details for each such charge.

c) Is there any administrative charge pending against you? NO _____ YES _____ If Yes, provide details for each such charge.

d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO _____ YES _____ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO _____ YES _____ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO _____ YES _____ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO _____ YES ____ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _____ YES ____ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO _____ YES ____ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _____ YES ____ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 20__

Notary Public

Name of submitting business

Print name

Signature

Title

_____/_____/_____ Date

APPENDIX E
STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS

1. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

2. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

3. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

4. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

5. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

6. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to the County; and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County Attorney's Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the County Attorney's Office of the same and deliver to the County Attorney's Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

7. Assignment; Amendment; Waiver; Subcontracting.

(a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

8. Work Performance Liability.

The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

9. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability

of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

10. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller, the County Attorney's Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

11. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

12. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

13. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) In the event of a conflict between the terms and conditions of the contract, including any and all attachments thereto and amendments thereof, and the terms of this Appendix A, the terms of this Appendix A shall control.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

14. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of _____ dollars (\$_____) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

<u>Value of contract:</u>	<u>Administrative fee:</u>
\$0 - \$5,000	\$0
\$5,001 - \$50,000	\$160
\$50,001 - \$ 100,000	\$266
\$100,001 or more	\$533

15. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the

Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of

receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term “County Contractor” shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE “Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises” shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Contract Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

_____ (Name)

_____ (Address)

_____ (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated
Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

_____ day of _____, 20 .

Notary Public

APPENDIX F

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: _____

Address: _____

City, State and Zip Code: _____

2. Entity's Vendor Identification Number: _____

3. Type of Business: ___Public Corp ___Partnership ___Joint Venture
 ___Ltd. Liability Co ___Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated:_____ Signed:_____

Print Name:_____

Title:_____

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

APPENDIX G

Effective April 1, 2016 the following Lobbyist Registration and Disclosure Form shall, where applicable, be fully executed and filed with the County Attorney and Clerk of the Legislature of Nassau County:



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. During the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee? If none, you must so state:

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: _____

Signed: _____

Print Name: _____

Title: _____

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County

Privileged and Confidential

agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.