



REQUEST FOR PROPOSALS

**Disparity Study & Consultant Services Regarding
the Availability, Utilization and Future Capacity
of Minority & Women-Owned Business Enterprises
and Service-Disabled Veteran-Owned Businesses
In Nassau and Suffolk Counties**

December 13, 2019

RFP Number: MA1216-1965

To All Proposers:

- I. Attached please find RFP MA1216-1965 which supersedes RFP MA1014-1962 which includes a shared- services solicitation with Suffolk County.**
- II. Also attached are answers to questions received regarding RFP MA1014-1962 which are deemed relevant to this present solicitation.**
- III. The Counties will have a Proposers' Conference on 12/20/19 via conference call (number to be provided on the Nassau County OMA website prior to the call) and will continue to receive questions through 1/7/2020.**
- IV. The proposal deadline is no later than 4:00pm January 31, 2020 (please see page 18 for filing details).**



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This RFP contains the following sections:

- Letter from the County Executives
- I. Introduction
- II. Background
- III. Objectives of the Disparity Study and Consultant Services
- IV. Scope of Services
- V. Deliverables
- VI. Other Contract Terms
- VII. RFP Submission Instructions
- VIII. Anticipated Proposal Schedule
- IX. Mandatory Proposal Response Requirements
- X. Contract Proposal Evaluation Criteria
- XI. General Information
- XII. General Conditions for Proposers
- XIII. Additional Demonstrative Materials
- XIV. Award of Contract
- XV. Protest Policy
- XVI. Appendices:
 - Appendix A - Cost Proposal
 - Appendix B – Program Description and Staffing
 - Appendix E – Standard Clauses for Nassau and Suffolk County Contracts
 - Appendix EE – Equal Employment Opportunities for Minorities and Women- Nassau County
 - Appendix L – Living Wage Law Certificate of Compliance
- XVII. Suffolk County Required Procurement Forms

December 13, 2019

Dear Potential Respondent:

We are pleased to join together to invite responses to this Request for Proposals (“RFP”) for a Disparity Study and Consultant Services regarding Minority-Owned, Women-Owned, and Service-Disabled Veteran-Owned Business Enterprises (“MWBE/SDVOB”) availability, utilization and future capacity in Nassau and Suffolk counties.

This innovative shared services effort is designed to take a regionwide look at the capacity and utilization of our Long Island businesses with the aim of boosting participation in procurements in both Nassau County and Suffolk County (hereinafter referred to collectively as “the Counties.”) This bi-county collaboration, initiated with the support of both the Nassau and Suffolk Legislatures, allows us to marshal our resources in support of our shared mission to expand economic opportunity for all. This shared services approach is a logical step given that there are no real borders when it comes to businesses that provide services in the Long Island region.

Our administrations are committed to opening doors and creating opportunities for all residents to participate in County government. We want our MWBE/SDVOB businesses to be successful, and we know that there is more potential than is presently being tapped into. Our Disparity Study and Consultant Services Contracts will allow us to learn more about the categories of goods and services being offered by these companies, forming the basis for meaningful contracting goals, and help us enhance and expand our ongoing efforts to develop MWBE/SDVOB capacity and participation.

The Offices of Minority Affairs in both Counties have worked together to revise the Request for Proposals issued by Nassau County in October, to incorporate information relevant to Suffolk’s participation.

Vendors will notice changes throughout this document, most notably in the Background, Scope and Anticipated Proposed Schedule sections.

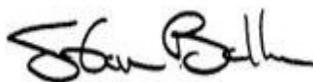
Please note that this RFP process will continue to be managed by Nassau County’s Office of Minority Affairs as primary point of contact. However, it is expected that the selected vendor will sign a separate contract with each County.

We are excited to partner on this important work and thank you in for your consideration and participation.

Sincerely,



Laura Curran



Steve Bellone

I. INTRODUCTION

Expanding Counties contracting opportunities has been a focus of both the Curran and Bellone Administrations' economic development efforts. Also, our regional Shared Services initiative represents an invitation to utilize the procurement platform for governments to achieve better economic results and pricing in the marketplace. As we expand this model with the many governmental subdivisions in our region, we need a better understanding of vendor capacity under multiple buyer scenarios.

To be truly successful, our strategy for expanding these opportunities must be inclusive. A Disparity Study is an essential first step to doing so, as it offers information on the businesses in the region and can provide the legal basis for the establishment of meaningful contracting goals.

This Disparity Study will determine the share of contract dollars going to MWBE firms, and in this case SDVOBs, and then compare that with what might be expected based on the availability of such firms in the study area. **This RFP is designed to enlist a partner with expertise in both disparity analysis and capacity building**, so we can make necessary and important strides in developing, supporting and expanding MWBE and SDVOB participation within the region.

II. BACKGROUND

Nassau County

Nassau County's MWBE Program and SDVOB Program are codified in §2112(3)(d) of the County Charter, and Title 53 and Title 82 of the Miscellaneous Laws of Nassau County and the MWBE Rules of the Nassau County Office of Minority Affairs. OMA is empowered to provide access and opportunity for minority participation in County contract and procurement programs and to develop and improve the County's MWBE programs to afford greater opportunities to participate in public contract bidding procedures as well as exploring ways and means to assure their participation.

Following a 2003 disparity study, OMA in 2005 published MWBE rules establishing certain "aspirational goals" for participation by MWBE firms in County contracts and subcontracts for construction, professional services, other services and goods purchases.

In 2016, the County enacted Title 82 of the Miscellaneous Laws which established the Service-Disabled Veteran-Owned Businesses (SDVOB) Program. The law provides that all County agencies shall make good faith efforts to have greater participation of SDVOBs in County contracts by aiming for at least a six percent participation rate of State-certified SDVOBs on County contracts.

With bipartisan support from the Nassau County Legislature, the County's 2019 capital budget (Ordinance No. 174-2018) includes Project #92306 to fund a disparity study. The County also adopted bond Ordinance No. 15-A-2019 to authorize borrowing for the purpose of contracting for a disparity study (up to \$500,000).

This past summer Nassau County issued a Request for Expressions of Interest ("RFEI") in order to promote this RFP to ensure robust participation and to gather input on the proposed scope of work and

other draft contract terms. The County received useful input and has incorporated many of the suggestions and comments into this document.

Suffolk County

Suffolk County is the eastern most county in New York State and the second largest county in the State covering an area approximately 900 square miles, from 20 miles at its widest part to approximately 86 miles in length. With a population of 1.5 million, Suffolk County is the 24th most populous county in the United States and home to almost 50,000 businesses representing every industry from arts and entertainment to information technology and agriculture. Its biggest industries are construction, retail and professional services.

The County of Suffolk is a municipal corporation of the State of New York, having its principal place of business at the County Center in Riverhead, New York, with an annual operating budget of \$2.7 billion. It contracts with over 500 entities for a total funding of approximately \$130 million in 2018.

The County's engagement and utilization of women and minority owned businesses keeps Suffolk County's economy strong and its communities vibrant. In 2006, the Legislature found that a need exists within the County of Suffolk to recognize and encourage the growth of business enterprises that are owned and operated by women and minorities and such growth would benefit the County's economy as a whole. Thus, the Legislature found that it was advantageous to ensure that minority- and women-owned business enterprises have sufficient opportunity to participate both directly and indirectly in contracting opportunities within Suffolk County. Suffolk County Code §189-25 (A) prohibits discrimination in County procurement, contracting and service delivery and further requires that the County ensure that certified businesses "shall be given the opportunity for meaningful participation in the performance of County contracts." Suffolk County Code §189-25 (A).

As part of its 2020 budget, Suffolk County has allocated \$500,000 for its Disparity Study.

III. OBJECTIVES OF THE DISPARITY STUDY AND CONSULTANT SERVICES

Nassau and Suffolk County intend to accomplish the following objectives for each County individually for this RFP:

- a. determine the extent to which there exists a disparity between the availability of qualified MWBEs and SDVOBs and their utilization.
- b. determine whether county contracts should be subject to race, gender and or service-disabled veteran status conscious remedial programs supported by State law.
- c. establish the basis by which the counties will determine overall countywide goals for the participation of MWBEs and SDVOBs in county contracts (both as prime contractors and subcontractors in the procurement categories of construction, standard services, professional services and goods).
- d. gather insight concerning where Nassau and Suffolk Counties are falling short in making maximum use of MWBE/SDVOBs; suggestions on ways to incubate these businesses;

review of the current county MWBE/SDVOB programs (including any applicable certification requirements) and strategies for better matching capacity with demand, including evidence of barriers to obtaining bonding, insurance and financing which result in disparities in business formation, business opportunities and earnings.

- e. better understand the ability of MWBE/SDVOBs to be successful within the Counties' shared services initiative where goods and/or services are provided through county or municipal subdivision procurements.
- f. assess the level of employment of qualified minorities and women by county contractors, subcontractors, and vendors who receive county construction, CRS, non-construction related services and commodity contracts against availability.
- g. conduct a review of best practices, along race and gender conscious remedial programmatic tools in other counties, states and large municipalities that may be relevant to both Suffolk and Nassau Counties and include a review of gender and race neutral best practices and alternatives.

In conducting the MWBE and SDVOB Disparity Analysis Component, the Consultant is to be guided by the constitutional principles established by the U.S. Supreme Court in County of Richmond v. J. A. Croson Co., 488 U.S. 469 (1989), and its progeny.

The Consultant's proposal for the MWBE and SDVOB Disparity Analysis Component must:

- (1) demonstrate an understanding of relevant case law;
- (2) demonstrate an understanding of the Counties' regulatory framework and MWBE and SDVOB Program; and
- (3) explain its proposed methodology in detail, including how such methodology comports with strict scrutiny as well as with the Counties' MWBE and SDVOB programs and other applicable laws and regulations.

Additionally, while a Disparity Study centers around a review of past and present utilization and availability of MWBEs/SDVOBs, the Counties intend for this effort to also be forward looking, with an emphasis on developing a better understanding of MWBE/SDVOBs in order to support their participation in county contracting and broader economic development efforts as well as county-wide opportunities with municipal subdivisions such as towns, cities, villages and special districts.

The Counties seek a single vendor to provide these services which may include proposing a vendor "team" consisting of more than one company or entity working together. The Counties strongly encourages participation by certified MWBE and SDVOB vendors as proposers or subconsultants.

It is intended that any contract resulting from this solicitation shall be available for use by any political subdivision of New York State or any other governmental entity in the United States by piggybacking the contract.

IV. SCOPE OF SERVICES

This Scope of Services is designed to achieve and implement the Counties' objectives outlined above. Both Counties welcome suggestions on this proposed scope, including recommendations for additional tasks or services that may be complementary and/or necessary to accomplish the goals of this effort.

The Counties seek the following three primary tasks: (1) Data Collection; (2) Disparity Analysis; and (3) Additional Analysis and Services. The Consultant is expected to perform these tasks specifically for both Nassau and Suffolk Counties and to tailor its approach, analyses, determinations, and recommendations to each county's unique economy and demography.

The Consultant is expected to provide on-going interim recommendations to improve MWBE/SDVOB opportunities based on preliminary interviews, data collection and analysis. Both Counties wish to make improvements in their outreach and communication strategies on a rolling basis throughout the first two steps of the contract (data collection and data analysis). As such, the Counties wish to receive recommendations regarding such improvements before the conclusion of the study, where possible.

The Consultant is expected to utilize a variety of methods to gather information relevant to these tasks and should explain its approach in its proposal. Methods may include use of focus groups; surveys (mail, electronic and/or phone); outreach meetings; public hearings; one-on-one interviews of business owners; and other methods of data collection, analysis and additional services.

(1) Data Collection

The Consultant is expected to be responsible for defining, researching, compiling, and analyzing all data required to conduct the MWBE/SDVOB disparity analysis. The counties will, to the extent possible, make records available to the Consultant and will cooperate with the Consultant in the retrieval of the records. The records will be available in various formats including the internet, computer databases, spreadsheets, and physical copies.

Where the Counties do not provide the Consultant with data, the Consultant must research and gather such data, and must set forth the methods and sources by and from which the data was collected, and the steps taken to ensure data integrity. The Consultant may use statistically valid sampling and estimating methods, as appropriate, where actual procurement data and records are incomplete. However, the Consultant is responsible for the legal sufficiency of any such method used.

(a) Data Sources Available

Nassau County

- Nassau County will provide the Consultant with electronic files from relevant County databases. The County will make efforts to provide information concerning both contractors and subcontractors, where available. We will also provide the chosen consultant with further information concerning the County's shared services initiative including relevant contracts.

- Contract data will be available for the time period from FY 2015 to FY 2019. Based on consistent feedback received from the County’s “RFEI”, the County seeks a MWBE/SDVOB Disparity Analysis for the most recent five years; however, proposers are welcome to suggest a different time period.
- In addition, the County will provide lists of businesses within the County’s market area, from such sources as the County’s various bidder lists, and lists from business groups and associations, to the extent readily available to the County. The list of County certified MWBEs and State certified SDVOBs are publicly available at <https://www.nassaucountyny.gov/1738/Nassau-County-MWBE-Directory> and <https://online.ogs.ny.gov/SDVOB/search>. Additional data on MWBEs is available from the following report of the Nassau County Comptroller’s Office: [https://www.nassaucountyny.gov/DocumentCenter/View/23774/MWBE Factsheet 10 201810181210325123?bidId=](https://www.nassaucountyny.gov/DocumentCenter/View/23774/MWBE_Factsheet_10_201810181210325123?bidId=)
- The County posted the 2003 Nassau County Disparity Study on the OMA website. We note, however, that this information is outdated and of questionable usefulness.
- Additionally, Nassau County OMA will make the results of its recently conducted vendor survey available to the Consultant.
- Finally, given the diverse nature of the County’s population, it is anticipated that Consultant may need assistance with translation services in order to conduct research or otherwise engage with businesses. As such, we intend to make the County’s language access line available as needed to accomplish tasks approved by the County.

Suffolk County

- Suffolk County will work with the Consultant to provide data for payment transactions included in the scope of this Study on County contracts procured by County agencies and authorities for the period from January 1, 2015 to December 31, 2019 to the extent the data is available. Such data will include:
 - originating agency/authority
 - information identifying the contractor
 - contract specifications (i.e., start date, end date, expended amounts, purpose)
 - to the limited extent possible, subcontracting information
 - the Contractor’s County registration as an MWBE
 - In addition to the County Directory of Minority and Woman Owned Businesses <https://www.suffolkcountyny.gov/Elected-Officials/County-Executive/Minority-Affairs/Business-Directory> and New York State’s Directory of New York State Certified MWBEs within Suffolk County (<https://ny.newnycontracts.com/>), the County will provide any additional data they may have from bidders lists, business and association group listings.

- Workforce Data - Where available, County will work with the Consultant to provide workforce utilization data from County departments in physical or electronic formats for the period commencing January 1, 2015 to December 31, 2019. Such data will include:
 - Originating agency/authority
 - Information identifying the contractor
 - Contract specifications (start date, end date, expended amounts, purpose)
 - To the limited extent possible, subcontract information
 - To the limited extent possible, workforce assigned to the project, broken by gender, race, and Equal Employment Opportunity (“EEO”) category.

(b) Data Requirements

- To the extent the Counties do not provide the Consultant with the data required to conduct the MWBE/SDVOB disparity analysis, the Consultant must collect such data, and the draft and final reports on the MWBE/SDVOB disparity analysis must describe in detail the methodology used, the sources from which the data was collected, and the steps taken to ensure data integrity.
- In addition, the Consultant must provide Counties with any databases, in electronic form, created from data gathered by the Consultant, as well as a listing of the various data sources used.

(2) Disparity Analysis

The Consultant’s review will include a quantitative determination and analysis of the relevant geographic market; relevant industry classifications; the estimation of availability of minority-owned, women-owned, and/or service-disabled veteran-owned firms in each type of industry; public sector utilization; public sector disparity ratios; and obstacles to contract opportunities experienced in the public and private sectors.

The Consultant should explain in its proposal how it plans to approach these elements, i.e. its statistical and/or econometric analyses and its methodology for determination of each element. The Consultant is not obligated to accept the definitions currently utilized by the Counties and is encouraged to propose an approach that best reflects the current environment in both. Further, the MWBE/SDVOB disparity analysis may include anecdotal or qualitative evidence relevant to the Counties’ marketplace. The Consultant is expected to propose how this anecdotal or qualitative evidence will be obtained.

(a) Determination of Relevant Geographic Market

- It is anticipated that the goal of both Counties’ participation goals shall be based on the availability of MWBEs/SDVOBs within the geographic market from which the Counties draws the bulk of their prime contractors, subcontractors and providers of services and commodities. The Consultant should determine whether to recommend that this definition

be modified. **The proposal should include a description of how the Consultant will approach this issue, including: (1) how the Consultant would assign prime contractor and subcontractor location; and (2) how the Consultant would determine which locations to include or exclude in its analysis.**

- The Consultant should consider the geographic market of other certifying entities, including but not limited to New York State, New York City, the NYC School Construction Authority, and the Port Authority of New York/New Jersey.

(b) Determination of Relevant Industry Classifications

- **The Consultant’s proposal should identify the “industry classifications” that it proposes be used for the MWBE and SDVOB Disparity Analysis.** These shall be informed by the current county agency procurements.

(c) Estimation of MWBE/SDVOB Availability

- The Consultant is expected to research the existence of minority-owned firms, women-owned firms, and service-disabled veteran-owned firms within the Counties’ relevant geographic market for the relevant categories of procurement.
- The Consultant is expected to define and calculate the availability of minority-owned, women-owned and service-disabled veteran-owned firms for each of the proposed categories of procurement. These calculations must be disaggregated by the various listed groups.
- **In its proposal, the Consultant should describe its approach to determination of “ready, willing and able” minority-owned, women-owned, and/or service-disabled veteran-owned firms.**

(d) Public Sector Utilization

- The Consultant is expected to analyze utilization of MWBE/SDVOBs on the Counties prime contracts and subcontracts for all County agencies that are subject to the Countywide Procurement and Compliance Policy. The Consultant is expected to construct a database to be owned by the respective counties with prime contract and subcontract data for the years included in the MWBE and SDVOB Disparity Analysis Component analysis period and include data for both MWBEs and SDVOBs and non-MWBEs and SDVOBs.
- The Consultant is expected to calculate utilization rates of minority-owned, women-owned, and/or service-disabled veteran-owned firms for each of the proposed categories of procurement. The Consultant is expected to make separate calculations for minority-owned firms and women-owned firms. The Consultant is expected to disaggregate these categories by minority and gender groups as defined by the Counties’ MWBE and SDVOB Program. If the Consultant recommends adding more minority groups, it should provide the same analysis for said additional minority groups. **The Consultant is expected to present its anticipated approach in the proposal.**

- The Counties seek data and analysis concerning how Nassau and Suffolk County businesses are faring in the contracting efforts of New York State, the Port Authority and other relevant entities. We are specifically interested to learn if Nassau and Suffolk based MWBE/SDVOBs are fulfilling contracting goals in other jurisdictions.

(e) Public Sector MWBE/SDVOB Disparity Ratios

- The Consultant is expected to conduct a statistical comparison of each County's utilization of MWBEs and SDVOBs to the availability of willing and able MWBEs and SDVOBs in the relevant geographic marketplace and determine whether a disparity exists. **The Consultant is responsible for identifying an appropriate approach for such analysis and criteria for the disparity determination and is expected to present its anticipated approach in its proposal.**

(3) Additional Analysis and Services

(a) Market Review

- The Counties are interested to learn the Consultant's view of the relevant market for the Counties procurements if we are to maximize use of MWBE/SDVOBs. Consultant shall collect and provide data on MWBEs/SDVOBs by market sector that includes an assessment of information pertaining to business and professional capacity to perform on County contracts, broken down by gender and minority group member status of owners of firms.

(b) Barriers to Opportunity

- The Counties seek Consultant input, based on analysis of anecdotal and/or quantitative evidence from MWBEs/SDVOBs and non-MWBEs/SDVOBs, regarding their experiences doing business or attempting to do business in the County's geographic marketplace, including any personal experiences of discrimination in that marketplace and include any evidence of barriers to obtaining bonding, insurance and financing which result in disparities in business formation, business opportunities and earnings.

(c) Expanding Contract Opportunities

- The Counties are interested in Consultant's recommendations concerning improvements that can be made to the Counties' MWBE/SDVOB Program, including the current MWBE certification program. This includes input concerning whether the inclusion of minority, gender and service-disabled veteran-conscious measures may be supported by evidence of obstacles to contract opportunities in private and public contracting for minority-owned, women-owned and/or service-disabled veteran-owned businesses. **The Consultant's proposal should describe its anticipated approach to gathering and analyzing the relevant data, explain its methodology, and specify the cost associated with this task.**

(d) Anecdotal Evidence of Discrimination

- The Counties may request that the Consultant gather and analyze anecdotal or other qualitative evidence from both MWBEs and SDVOBs and non-MWBEs and SDVOBs regarding their experiences doing business or attempting to do business in the Counties' geographic marketplace, including any personal experiences of discrimination in that marketplace.
- **The Consultant's proposal should explain its approach, including its expected use of focus groups; surveys (mail, electronic and/or phone); public hearings; one-on-one interviews of MWBE and non-MWBE owners; and other methods of data collection.** The Consultant is expected to make its best effort to ensure that this analysis is inclusive of individuals and groups that take an interest in the Counties MWBE and SDVOB Program and are likely to provide their feedback as part of the MWBE and SDVOB Disparity Component.
- **The Consultant is expected to provide in its proposal an expected timeframe for completion of this analysis, define the support that the Consultant will need from the Counties, and specify the cost associated with this task.**

(e) Shared Services

- As stated, Nassau and Suffolk Counties wish to expand opportunities to MWBE/SDVOBs within our regional Shared Services Initiative, which we believe holds great promise for improved participation. The Shared Services Initiative is intended to leverage County and municipal contracting opportunities in a way that will bring savings to taxpayers.
- The Counties are interested in Consultant's input and recommendations in this area. At a minimum the Counties expect the Consultant to break down all MWBE/SDVOB data by address, to facilitate the gathering of information concerning where companies are located at the more granular municipal level.
- The Counties will ask the consultant to consider data shared by other municipalities within the area, which could be incorporated into the study upon agreement of the parties. Additionally, the Counties expect to share the results of the completed Disparity Analysis with our municipal partners

(f) Ongoing and Continuous Recommendations

- The Counties seek Consultant's input on all aspects of this scope in an ongoing and continuous manner throughout the duration of the contract. This will include interim recommendations concerning how both Counties can increase the capacity of their MWBE/SDVOBs to win County contracts; how we can better match capacity to our procurement needs; improvements to our outreach and other MWBE/SDVOB programs, including our efforts to set meaningful utilization goals. The Counties seek input both during the study and post study implementation.
- If the Counties choose to use the renewal options, the Consultant is expected to

provide updates of the final MWBE and SDVOB Disparity Analysis report prepared and executive summary presentation as described above.

- If the Counties choose to use the renewal options, the Consultant is expected to provide updates of the final MWBE/SDVOB Disparity Analysis report prepared and executive summary presentation as described above as determined by each County.

V. DELIVERABLES

During the contract, it is expected that the Consultant will be updating the Counties on a timely and regular basis including, but not limited to, biweekly performance reports and monthly formal performance reports, as well as responses to requests for additional updates. The Consultant will be expected to make presentations and attend meetings at each County's request.

Monthly performance reports shall summarize all pertinent work progress including but not limited to milestones reached, challenges identified in performing the scope of work, steps taken to overcome those challenges, outstanding issues, and as appropriate, recommendations regarding the Counties' processes to enhance their ability to implement better communication and outreach strategies. As such, the Counties anticipate that it may adjust outreach programs, procurement systems and other related County procedures and policies throughout the course of the Consultant's work, based upon recommendations from Consultant and best practices.

The Consultant is expected to propose a work plan and schedule of deliverables for the MWBE and SDVOB disparity analysis and other services. In addition, the Consultant shall provide a gap analysis summary report reflecting these findings following the conclusion of the Disparity Analysis.

The Consultant shall also produce a final report for each County with its data and analysis reviewed and discussed. The Counties may request that Disparity Study and other reports be made to Counties' representatives. The draft final reports shall be produced in a manner which clearly identifies findings and/or determinations which are specific to each County, as applicable, as well as regional findings applicable to both. It is anticipated that each County will contract separately for ongoing consultation services. **The final reports will support Consultant's recommendations regarding goals, capacity building and shared services capabilities and other items from the above scope of services for each County separately.**

Each final report shall be: (a) written in clear and concise language using consistent terms; (b) easy to understand; (c) organized in a logical manner; and (d) consistent with widely accepted methodology. The final report will include an executive summary presentation. The Consultant shall further provide to the Counties all notes, work papers, records and documentation that would be useful in defending the MWBE and SDVOB Disparity Analysis Component if either County's MWBE/SDVOB Program was ever subject to legal challenge.

Upon either County's request, the Consultant will provide to such County all databases developed in the course of the project relating to such County. Programs and data entry materials developed in connection

with the MWBE and SDVOB disparity analysis must be compatible with existing County systems.

It is intended that any contract resulting from this solicitation shall be available for use by any political subdivision of New York State or any other governmental entity in the United States by piggybacking the contract.

VI. OTHER CONTRACT TERMS

(1) Duration of Contract

It is anticipated that the term of the contracts awarded from the RFP will be for one (1) year with two (2) one-year renewal options solely at the discretion of each County Executive.

It is expected that the contract will commence upon that Counties' issuance of a written notice to proceed with work. Each County reserves the right, prior to contract award, to determine the length of the initial contract term and option to renew or extend for additional periods, if any.

(2) Minimum Qualification Requirements

The following are the Minimum Qualification Requirements for this RFP.

- The Consultant should have at least five (5) years of experience immediately prior to the date of submission of its proposal in providing Disparity Analysis Services and/or similar project involving complex data collection and analysis, and/or related consulting services as outlined herein.
- During the past ten (10) years, the Consultant has satisfactorily performed at least three (3) such studies or reports comparable to the scope of the subject analysis.

The Counties seeks proposals from Consultants meeting both requirements, either on an individual basis or as a proposing team. We welcome partnerships among firms/organizations with complementary expertise and will also look favorably on responses from firms/organizations which themselves reflect the diverse communities of both of Nassau and Suffolk Counties.

(3) Participation by Minority-Owned and Women-Owned Business Enterprises and Service-Disabled Veteran-Owned Businesses in County Procurement

The Counties strongly encourages participation in this solicitation by Minority- and Women-owned Business Enterprises (MWBE) and Service-Disabled Veteran-Owned Businesses (SDVOB), either as proposers, joint ventures, subcontractors, or in any other capacity. Proposers are encouraged to include participation by MWBE and SDVOB partners whenever feasible.

(4) Payment Structure

A primary benefit of conducting this solicitation jointly between the two counties is to benefit from analysis of a single geographic study area applicable to both counties that otherwise would require duplicative analyses if two separate disparity studies were conducted. To demonstrate the value of this solicitation as a Shared Services initiative, the counties require submission of three pricing structures as follows:

1. Pricing structure for conducting a disparity study and related consulting services for Nassau County alone.
2. Pricing structure for conducting a disparity study and related consulting services for Suffolk County alone.
3. Pricing structure for conducting disparity studies and related consulting services for both Nassau and Suffolk Counties.

Please note that, as has been stated elsewhere in this solicitation, although much of the data for these analyses shall be drawn from sources common to both counties, the analyses performed, and reports issued shall be specific to each of the applicable counties' programmatic needs.

Both counties fully intend to award a contract expeditiously as a result of this solicitation. Once the selected vendor receives a notice of intent to award from each of the counties, the combined pricing structure provided in option 3 above shall be accepted as the offered price by all parties. In the event that either county decides not to issue a notice of intent to award within one year of the final proposal due date, the pricing indicated in options 1 and 2 shall be accepted as the pricing offer.

The Counties assume a performance-based payment structure to ensure that the selected proposer will perform the work under the contract awarded from the RFP in a manner that is cost-effective for the Counties and most likely to achieve the Counties goals and objectives, as follows:

- It is anticipated that the payment structure of each contract awarded from the RFP will be milestone-based, with payment to be paid for each required deliverable.
- The Consultant is expected to propose a payment schedule to each County that corresponds to their proposed work plan. Depending on the payment structure, retainage may be held from each payment phase until all activities have been completed and all deliverables have been received by the Counties. Liquidated damages may also be assessed if the project is not completed according to the timeline set forth in the RFP.
- Greater consideration is expected to be given to those proposals that offer more competitive prices in combination with a high-quality proposal. Both Counties will consider proposals to structure payment in a different manner and reserves the right to select any payment structure that is in the Counties best interest.
- Proposer shall provide the following information concerning fees:
 - The customary hourly rate of each person whose resume is provided in response to the RFP as individuals working on the Project
 - The proposed hourly rates to be charged the Counties for work performed by those persons.
- Although proposed fees will be taken into account, the Counties reserves the right to negotiate a lower or different fee structure with any contractor selected.

VII. RFP SUBMISSION INSTRUCTIONS

Interested parties shall provide no more than **20** pages in response, to include: (1) name of company/organization; (2) brief description of prior, related experience; (3) proposed approach to and comments on each of the elements of Counties' proposed scope of services and other requirements outlined herein and (4) comments and insights on any other aspects of the Counties effort to expand both opportunities for MWBE/SDVOB participation throughout each County and within municipal subdivisions participating in Shared Services opportunities.

Please note that the 20-page maximum may be exceeded for appropriate appendices and/or addendum with relevant information. The Counties requests that proposals be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those needed 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 proposer should provide a proposal in Appendix B which meets the scope requirements set forth. The Counties will review single or multiple proposals from an individual or entity.

Interested parties should register at <https://www.nassaucountyny.gov/4770/Vendor-Portal>.

The Counties anticipate having one **Information Session concerning this RFP on December 20, 2019 (via teleconference)**. Further information on this session and other updates on this RFP will be posted regularly on the Nassau County Office of Minority Affairs website at <https://www.nassaucountyny.gov/1729/Minority-Affairs>.

The Counties will **accept written questions concerning this RFP through January 7, 2020**. All questions should be directed to oma@nassaucountyny.gov. The County will post responses to all written questions on the Nassau County Office of Minority Affairs website <https://www.nassaucountyny.gov/1729/Minority-Affairs>.

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 five (5) 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 January 31, 2020**. In addition, the proposal must be submitted electronically in digital form (.pdf) to oma@nassaucountyny.gov no later than **4:00 pm on January 31, 2020**. No telegraphic or facsimile proposals will be accepted.

Proposals received after the stated date and time due will not be considered. The County is not under any 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 Counties 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 Counties shall determine (in their sole discretion) the acceptability of any proposed exception(s). Where Counties rejects a proposed exception, the Counties may offer the vendor an opportunity to withdraw its exception and propose an alternative. However, even where the Counties do not reject a proposed exception to the RFP prior to the issuance of a Notice of Intent to Award to a Proposer, each County reserves the right to negotiate with the Proposer regarding any such exceptions. Regardless of whether or not the Counties reject a proposed exception to the RFP, such exceptions will be considered by the Counties 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 Counties are 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:**

Lionel Chitty
Executive Director
Nassau County Office of Minority Affairs
One West Street - Suite 136
Mineola, New York 11501
Telephone: (516) 572-2243
oma@nassaucountyny.gov

No contact with any other Nassau or Suffolk County personnel is allowed until such time an award has been made.

VIII. ANTICIPATED PROPOSAL SCHEDULE

Revised RFP Issue Date	December 13, 2019
<u>RSVP</u> for Proposers' Conference	December 17, 2019
Proposers' Conference (via teleconference)	December 20, 2019
Proposers' Questions Due	January 7, 2020
Q & A Responses Issued	January 17, 2020
Proposal Due Date	January 31, 2020
Oral Presentation, <i>if necessary</i>	February 13, 2020

Award Date

February 28, 2020

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

IX. MANDATORY PROPOSAL RESPONSE REQUIREMENTS

All proposals must state the period for which the proposal shall remain in effect (i.e., how much time do the Counties 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 Services attached as Appendix B, containing a complete written description of proposer's Proposal.
3. On or before the RFP Proposal Due Date, the proposer is required to submit the following disclosure forms (the "Disclosure Forms"), which should be submitted in the Nassau County Vendor Portal at:

https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627:

- a. A duly completed and verified Business History Form, 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 the terms of the Contract.
- b. 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 Form.
- c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form.
- d. 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.

PLEASE NOTE:

- If a proposer has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the proposer must ensure that the forms on file in the Portal are current, accurate, and have been recertified within three (3) months prior to the RFP Proposal Due Date. The Proposer must also ensure that their response to question 7, and its subparts, on the Consultant's, Contractor's, and Vendor's Disclosure Form is provided in relation to the specific solicitation under consideration.

4. Living Wage Law Certificate of Compliance, attached as Appendix L.
5. The Proposer's Exceptions to the RFP Requirements, if any.

6. All submissions must be signed on the designated signature line by an officer or authorized agent of the proposing party.
7. Additional information that you believe pertinent to the County's requirements.
8. Statement proposer has registered with the County as a vendor.

X. CONTRACT PROPOSAL EVALUATION CRITERIA

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 Counties 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 Counties sole judgment, the best interests of the Counties will be served. The selection committee will evaluate each proposal and use the following for scoring each submission:

Contract Requirements and Proposed Solution 30%

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 20%

Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in the 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 30%

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 20%

Total cost to the Counties.

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

XI. GENERAL INFORMATION

1. **Incurring Cost.** The Counties 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 Counties to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, the Counties 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 Counties 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 Counties 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 each County in a form approved by legal counsel for each 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 Counties reserve 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 Counties 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 Counties 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 Counties reserve 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 Counties 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 Counties determines that information is required by applicable law to be disclosed, the Counties 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 either County shall benefit financially or materially from this contract. The Counties 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 each County.
9. **Examination of Records:** In submitting a proposal, the successful Proposer agrees that the Counties 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 each 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 Counties and their 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 Counties 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.
- 13 **M/WBE, SDVOB and DBE Participation:** The Counties encourage the participation of certified Service-Disabled Veteran-Owned Businesses (“SDVOB”), Minority or Women-Owned Business Enterprises (“M/WBE”), and Disadvantaged Business Enterprises (“DBE”) in the RFP process. A Proposer that is certified by New York State or either County as a SDVOB, M/WBE, and/or DBE should include this information in their proposal. For more information regarding the County’s SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website.

XII. GENERAL CONDITIONS FOR PROPOSERS

a. Nassau County

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.

Suffolk County-please see appendix E for Suffolk County requirements

XIII. ADDITIONAL DEMONSTRATIVE MATERIALS

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

XIV. AWARD OF CONTRACT

The Counties 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 either County's acceptance of the proposal or a binding commitment on behalf of each 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.

XV. 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.

XVI. APPENDICES

**APPENDIX A
COST PROPOSAL**

Proposed Cost Breakdown

Vendor shall provide a complete detailed cost breakdown of all services to be provided, including but not limited to titles, hourly rates, materials, and other expenses for each of the deliverables indicated in this solicitation. Additionally, if the vendor proposes additional related services, the vendor shall include a similar cost breakdown for those services as well.

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:

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

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

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.

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

Please provide your technical proposal, including, but not limited to, the following information:

- a. State the proposed approach to the Scope of Services.
- b. Staffing: Bios of firm principals as well as staff expected to be assigned to this project.
- c. Detail prior experience in the area of conducting disparity studies.
- d. Detail prior experience with public sector clients of similar size and scope.
- e. Include a detailed cover letter on the firm's letterhead indicating the EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect this proposal.

APPROVED AND SUBMITTED BY: _____

(Signature)

PRINT NAME: _____

DATE: _____

APPENDIX E
STANDARD CLAUSES FOR NASSAU AND SUFFOLK COUNTY CONTRACTS

STANDARD REQUIREMENTS 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, 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 remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement 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.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (i) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (ii) All Participating Employees have completed the acknowledgment required by

the Vendor Code of Ethics;

- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

STANDARD REQUIREMENTS FOR SUFFOLK COUNTY CONTRACTS

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

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

b. Suffolk County Form 22 -- Contractor's/Vendor's Public Disclosure Statement (2 pages)

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

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

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

c. Non-Collusive Offer Certification (FTS Form) (1 page)

FTS Form is included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

d. Lawful Hiring Forms (LHE-1/2 Form) (1 page)

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

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

e. Living Wage Forms (LW1/38 Form) (1 page)

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

If the Living Wage Laws applies and Section I is checked, the chart must be completed.

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

f. Suffolk County Union Organizing Certification/Declaration (LO1 Form) (2 pages)

LO1 Form is included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

(Note: this Form will be required only from the Apparent Successful Proposer)

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

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

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

h. List (if applicable) of Subcontractors

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

Subcontractors must complete all County forms listed above in paragraph 12(b).

Subcontractors must respond to all questions set forth in the RFP Section entitled "Proposer Profile." This includes financial statements.

Subcontractors must respond to all requirements, to the extent such requirements are applicable to the services they will be providing, set forth in the RFP Section entitled "Technical Requirements."

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

i. Conflict of Interest

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

- i. Any material financial relationships that the Proposer or any employee of the Proposer has that may create a conflict of interest in acting as a Contractor for Suffolk County.
- ii. Any family relationship that the Proposer or any employee of the Proposer has with any employee of the County of Suffolk that may create a conflict of interest or the appearance of a conflict of interest acting as a Contractor for Suffolk County.
- iii. Any other matter that the Proposer believes may create a conflict of interest or the appearance of a conflict of interest acting as a Contractor for Suffolk County.

a. j. **Suffolk County Model Contract Terms and Conditions.**

- i. The Suffolk County Model Contract is included to illustrate general terms and conditions, including indemnification and insurance, which will be included in the contract with Suffolk County when executed.
- ii. If the Proposer has a concern or question regarding any of the terms and conditions included in the Model Contract, the Proposer should note such concerns or questions in the Proposal. The Proposal must identify any items relating to the Model Contract that the Proposer requests be negotiated.
- iii. The Model Contract is subject to revision arising out of the terms and conditions imposed by law and/or deemed appropriate by the Suffolk County Attorney's Office.
- iv. Portions of the Proposal, as may be subsequently modified in negotiations with the County of Suffolk, may be included as exhibits in any contracts that the County of Suffolk may execute with the Proposer.
- v. The County of Suffolk will execute a contract with principal contractors only. Any arrangements, including fee arrangements, partnerships, or collaborations between the principal contractor and subcontractors that provide services as part of the Proposal, must be fully disclosed in the Proposal.
- vi. The Proposer should not return the Model Contract with the Proposal.

b. k. **Miscellaneous Provisions Applicable to Suffolk County Contracts.**

i. **Use of County Resources to Interfere with Collective Bargaining Activities Local Law No.26-2003**

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

ii. **Non-Responsible Bidder**

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

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

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

iii. NYS Freedom of Information Law (FOIL)

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

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.

The Contractor shall be solely responsible for and shall indemnify and hold harmless each 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 either County.

The Contractor shall, upon each County's demand and at each 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.

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

The provisions of this Section shall survive the termination of this Agreement.

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.

6. Assignment; Amendment; Waiver; Subcontracting.

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 each 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.

7. 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 Counties

8. Termination.

- (a) Generally. This Agreement may be terminated (i) for any reason by either County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by either County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the Counties 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 affected 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 either County (including those set forth in other provisions of this Agreement) to assist the Counties in transitioning the Contractor's responsibilities under this Agreement.

The provisions of this subsection shall survive the termination of this Agreement.

9. 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 applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by each 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 Counties.

No action or special proceeding shall lie or be prosecuted or maintained against the Counties 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 each 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 each 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 Counties an administrative service

charge of _____ dollars (\$_____) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to each County by the Contractor upon signing this Agreement.

<u>Value of contract:</u>	<u>Administrative fee:</u>
\$0 - \$10,000	\$0
Over \$10,000 - \$50,000	\$160
Over \$50,000 - \$ 100,000	\$266
Over \$100,000	\$533

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

(a) Approval and Execution. The Counties 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 each County's Legislature, and (ii) this Agreement has been executed by each County Executive (as defined in this Agreement).

(b) Availability of Funds. The Counties 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 each of the Counties from the State and/or federal governments.

**Appendix EE - Equal Employment Opportunities for Minorities and Women –
Nassau County**

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 and 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 Contractors' 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, blueprints 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 biddocuments.

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 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.

Appendix L
Living Wage Law and 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 both Nassau and Suffolk County's 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

XVII. Suffolk County Required Procurement Forms

**Suffolk County Form 22
Contractor's/Vendor's Public Disclosure Statement**

Pursuant to Section A5-8 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County, with the exception of hospitals; educational or governmental entities; not-for-profit corporations; and contracts providing foster care, family day care providers, or child protective services.

1. Contractor's/Vendor's Name _____

Address _____

City and State _____ Zip Code _____

2. Contracting Department's Name _____

Address _____

3. Payee Identification or Social Security No. _____

4. Type of Business Corporation Partnership Sole Proprietorship Other

5a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? Yes No.

5b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? Yes No.

6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)

7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).

Page 1 of 3 Public Disclosure Form

8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? ___Yes___No.

9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)

10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) _____

11. **Remedies.** The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.

12. **Verification.** This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: _____ Signed: _____

Printed Name of Signer: _____

Title of Signer: _____

Name of Contractor/Vendor: _____

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT

(Within New York State)

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgement)

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT

(Without New York State)

STATE OF _____)

)ss.:

COUNTY OF _____)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in _____

(Insert the city or other political subdivision and the state or country or other place the acknowledgement was taken)

(signature and office of individual taking acknowledgement)

Page 3 of 3 Public Disclosure Form
Exhibit 3
Statement of Other Contracts

Statement of Other Contracts: **Applicable** **Not Applicable** **(check one)**

The Contractor may use this form supplied by the Department, or their own form, provided that the following information, at a minimum, is included on the form, in substantially the following format. Attach additional sheets as necessary.

Contractor Name: _____

Name of Organization And Program (Department/Agency)	Agreement Number	Indicate Type of Organization (eg. County, State, Federal, etc.)	Term of Agreement	Amount

Certification Regarding Lobbying for Contract, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1.** No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

- 2.** If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- 3.** The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

Provider: _____

Agreement Number: _____

Sign: _____

Name: _____

Title: _____

Date: _____



SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING & CONSUMER AFFAIRS

UNION ORGANIZING CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

If the following definition of “County Contractor” ([Union Organizing Law Chapter 803](#)) applies to the contractor’s/beneficiary’s business or transaction with Suffolk County, the contractor/beneficiary must complete Sections I, III, and IV below. If the following definitions do not apply, the contractor/beneficiary must complete Sections II, III and IV below. Completed forms must be submitted to the awarding agency.

County Contractor: “Any employer that receives more than \$50,000 in County funds for supplying goods or services pursuant to a written contract with the County of Suffolk or any of its agencies; pursuant to a Suffolk County grant; pursuant to a Suffolk County program; pursuant to a Suffolk County reimbursement for services provided in any calendar year; or pursuant to a subcontract with any of the above.”

Section I

Check if
Applicable

The Union Organizing Law applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 26-2003, the Suffolk County Union Organizing Law (the law) and, as to the goods and/or services that are the subject of the contract with the County of Suffolk shall not use County funds to assist, promote, or deter union organizing ([Chapter 803-3](#)), nor seek reimbursement from the County for costs incurred to assist, promote, or deter union organizing.

I/we further agree to take all action necessary to ensure that County funds are not used to assist, promote, or deter union organizing.

I/we further agree that I/we will not use County property to hold meetings to assist, promote, or deter union organizing.

I/we further agree that if any expenditures or costs incurred to assist, promote, or deter union organizing are made,

I/we shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. I/we agree that such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Department of Law upon request.

I/we further affirm to the following as to the goods and/or services that are the subject of the contract with the County of Suffolk:

- I/we will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
- I/we will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
- I/we will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
- I/we understand my/our obligation to limit disruptions caused by pre-recognition labor disputes through the adoption of non-confrontational procedures for the resolution of pre-recognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
- I/we have or will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely, and quality provision of goods and services to the County. I/we shall include a list of said procedures in such certification.

Section II

Check if
Applicable

The Union Organizing Law does not apply to this contract for the following reason(s): _____

Section III

Contractor Name: _____ Federal Employer ID#: _____
Contractor Address: _____ Amount of Assistance: _____
_____ Vendor #: _____
Contractor Phone #: _____
Description of project or service: _____

Section IV

In the event any part of the Union Organizing Law, Chapter 803 of the Laws of Suffolk County, is found by a court of competent jurisdiction to be preempted by federal and/or state law, this certification/declaration shall be void *ab initio*.

Section V

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

Authorized Signature

Date

Print Name and Title of Authorized Representative



Steven Bellone
Suffolk County Executive

Frank Nardelli
Commissioner

SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING, & CONSUMER AFFAIRS

**NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW (8 U.S.C. SECTION 1324A) WITH RESPECT TO
LAWFUL HIRING OF EMPLOYEES, Suffolk County Code, Chapter 353 (2006)**

To Be Completed By Applicant/Covered Employer/Owner

EMPLOYER/CORP/BUSINESS/COMPANY NAME: _____

ADDRESS: _____

CONTACT NAME: _____ TELEPHONE#: _____ AWARDING AGENCY: _____

VENDOR, FEDERAL ID OR SOCIAL SECURITY #: _____ CONTRACT ID: _____

NOT-FOR-PROFIT: YES_ NO_ (Submit Proof of IRS Not-for-Profit Status)

TERM OF CONTRACT OR EXTENSION (PROVIDE DATES): _____

BRIEF DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE: _____

SUBCONTRACTOR NAME _____

ADDRESS: _____

VENDOR, FEDERAL ID OR SOCIAL SECURITY #: _____ TELEPHONE #: _____

CONTACT NAME: _____ DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE: _____

EVIDENCE OF COMPLIANCE:

Copies of the following must be maintained by covered employers or the owners thereof for each employee for the time periods set forth in Suffolk County Code, Section 353-14 (A):

- A. United States passport; *or*
- B. Resident alien card or alien registration card; *or*
- C. Birth certificate indicating that person was born in the United States; *or*
- D. (1) A driver's license, if it contains a photograph of the individual; *and*
(2) A social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); *or*
- E. Employment authorization documents such as an H-1B visa, H-2B visa, and L-1 visa, or other work visa as may be authorized by the United States Government at the time the County contract is awarded for all covered employees.

**AFFIDAVIT OF COMPLIANCE WITH THE REQUIREMENTS OF
8 U.S.C. SECTION 1324a WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES**

State of New York

ss:

County of _____

_____ being duly sworn, deposes and says:
(Print Name of Deponent)

1. I am owner/authorized representative of _____
(Circle one) (Name of Corp., Business, Company)
2. I certify that I have complied, in good faith, with the requirements of Title 8 of the United States Code (U.S.C.) section 1324a (Aliens and Nationality) with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as set forth in Suffolk County Code Chapter 353 (2006).

Sworn to before me this ___ day

(Signature of Deponent)

of _____ 20__

(Notary Public)

Disparity Study & Consultant Services RFP: MA1216-1965

Questions & Answers

December 13, 2019

Please note: Below are the questions received to date that are deemed relevant to the present solicitation, with corresponding answers.

	QUESTIONS	ANSWERS
1	Is there a budget range specified for this project?	Please see Section II Background.
2	Is the previous Nassau County study publicly available?	Nassau County's previous study is posted at the bottom OMA Home Page: https://www.nassaucountyny.gov/DocumentCenter/View/26850/Nassau-County-Disparity-Study-MGT-of-America-9-14-2004-red?bidId= This is the first procurement that Suffolk County is engaged in as it pertains to Disparity Study
3	Please elaborate on availability of Nassau procurement data and MWBE directory data.	Nassau County's financial system contains records of all contracts, amendments, advisements (funding actions), and payments. In addition, subcontractor payments are recorded for all Department of Public Works (DPW) contracts. DPW processes most prime-subcontractor relationships in County contracting. Contract data includes standard information including contract number, vendor, vendor EIN, fund type, sub-object code (industry description), opening balance, current balance, and payment balance. Subcontractor payment records reference the contract and amount paid to the subcontractor. The County's MWBE directory contains records of all County-certified MWBE vendors, industry, and contact information. The County also has separate records of self-identified MWBE and SDVOB vendors that have registered to participate in solicitations.

4	No legal counsel or analysis is mentioned in the RFP. Is that intentional?	Legal analysis is an essential element of the disparity study. As stated in the RFP in Section III, “the Consultant is to be guided by the constitutional principles established by the U.S. Supreme Court in <u>County of Richmond v. J. A. Croson Co.</u> , 488 U.S. 469 (1989), and its progeny.” The Consultant’s proposal for the MWBE and SDVOB Disparity Analysis Component must (1) demonstrate an understanding of relevant case law; (2) demonstrate an understanding of the County’s regulatory framework and MWBE and SDVOB Program; and (3) explain its proposed methodology in detail, including how such methodology comports with strict scrutiny as well as with the County’s MWBE and SDVOB program and other applicable laws and regulations.”
5	Please elaborate on Nassau County staff availability for (1) providing government data and being available for follow-up discussion (2) help connecting with potential interviewees within County government (and/or being interviewed themselves) (3) reviewing/discussing report drafts.	Nassau and Suffolk County staff shall be available on an as-needed basis to offer full collaboration and support in the conduct of the Disparity Study and related consultative services.
6	Nassau County’s RFEI seemed to suggest a greater focus on actionable recommendations for implementation, whereas the RFP seems to emphasize this less...is that intentional?	Actionable recommendations with respect to both the Disparity Study and related consultative services are an essential element of the Scope of Work. The awarded Consultant shall be required to develop and conduct a Disparity Study that would determine whether legally defensible goals with respect to MWBEs and/or SDVOBs are justified and may be established, including providing assistance in the implementation of any resulting program and supporting the Counties’ defense of any challenge to the Program that may occur. In addition, it is anticipated that the Consultant shall review the Counties’ current processes and suggest enhancements and best practices in all aspects of the Counties’ vendor outreach, solicitation, and contracting to ensure effective and meaningful opportunities for MWBE and SDVOB participation.
7	Is there a bid holders list for this RFP? One of the ways smaller firms can subcontract on large projects is by making that available to the public.	A list of vendors that have received the RFP shall be posted on the NC Office of Minority Affairs website shortly. The list shall be updated periodically throughout the open solicitation period.
8	Will there be an MWBE Goal on this Disparity Study RFP?	The purpose of the disparity study is to determine if MWBE and/or SDVOB goals are warranted. Currently, neither county has mandatory MWBE and SDVOB participation goals for its solicitations, but we strongly encourage participation by MWBE and SDVOB vendors as respondents to the solicitation or subcontractors.
9	The RFP states that responses to the RFP must be submitted electronically to oma@nassaucountyny.gov . However, there is also a	The Counties request both hard copy and electronic submission by the due date and time.

	reference to originals being submitted. Should the proposal be submitted via email, or in hard copy?	
10	The RFP indicates this study is to include “...all County agencies...” subject to the Procurement Plan. Please list the agencies that will be included in the study.	<p>Please see the below list of Nassau County agencies: An “S” and “N” next to the agency INDICATE BOTH FOR Nassau and Suffolk</p> <p>Aging (NS), Asian American Affairs, Assessment Assessment Review Commission, Civil Service Commission, Clerk of the Legislature, Home Housing & Community Development, Consumer Affairs (NS), County Attorney (NS), County Clerk (NS), County Comptroller's Office (NS), County Executive (NS), County Legislature (NS), Crime Victims Program, District Attorney (NS), Economic Development (NS), Emergency Management, Family & Domestic Violence Task Force, Film Commission, Fire Commission, Hardship Review Board, Health Department (NS), Office of Hispanic Affairs, Human Resources, Human Rights Commission (NS), Human Services, Information Technology (NS), Inspector General, Labor Department, Legislative Budget Review, Management & Budget, Medical Examiner (NS) Medicaid & Public Assistance Fraud Minority Affairs (NS), Parks, Recreation & Museums, Physically Challenged, Planning Department, Police Department, Probation, Public Administrator Public Works (NS), Purchasing, Real Estate Planning & Development, Shared Services, Sheriff's Department (NS), Social Services (NS), Traffic & Parking Violations Agency (NS), Traffic Management, Traffic Safety Board, Treasurer, Veterans Service Agency (NS)</p> <p>Suffolk County- Fire Rescue and Emergency Services, Labor Licensing and Consumer Affairs, Parks, Office for People with Disabilities, Economic Development and Planning, Real Estate, Women’s Services, Comptroller, Human Resources, Personnel, Civil Service, Purchasing, Youth Bureau,</p>
11	What industry codes does the County use, such as NAICS, NIGP, etc.?	NIGP
12	For the prime contract data that the County maintains, note whether these data include the following information for all, some, or none of the contracts and indicate if the data are available electronically or only as hard copy. Please answer separately for each agency included in the study.	Yes, for Nassau and Suffolk County, unless indicated below:
	<p>Yes, unless indicated:</p> <ul style="list-style-type: none"> ▪ Firm name. ▪ Firm address, city, state, zip code. 	

	<ul style="list-style-type: none"> ▪ Firm phone number. ▪ Firm email address. ▪ Firm contact person. ▪ Firm owner race and gender. No, partial info may be available ▪ Firm owner disability status. No, partial info may be available ▪ Firm owner veteran status. No, partial info may be available ▪ Unique contract number. ▪ Start date of contract. ▪ End date of contract. ▪ Award amount. ▪ Amount paid (total or to date). ▪ Contract title. ▪ Contract description. No (one title/description field) ▪ Industry category description. ▪ Industry category code, such as NAICS or NIGP. Broad categories ▪ Whether there was MWBE/SDVOB goal. No, partial info may be available ▪ Funding.
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13	<p>For the subcontractor data the County maintains, not whether these data include the following information for all, some or none of the contracts. Indicate whether the data are available electronically or only I hard copy. Please answer separately for MWBE/SDVOB subs and non-MWBE/SDVOB subs. Also answer separately for each agency included in the study</p>	<p>For Nassau and Suffolk County, the data include partial information only for DPW contracts:</p>
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	<ul style="list-style-type: none"> ▪ Firm name. ▪ Firm address, city, state, zip code. ▪ Firm phone number. ▪ Firm email address. ▪ Firm contact person. ▪ Firm owner race and gender. No, partial info may be available ▪ Firm owner disability status. No ▪ Firm owner veteran status. No ▪ Firm owner LGBTQ status. No ▪ Prime contract number. ▪ Prime contract title. ▪ Start date of contract. ▪ End date of contract. ▪ Award amount. ▪ Amount paid (total or to date). ▪ Type of work performed. No, partial info may be available <p>Industry category code, such as NAICS or NIGP. No, partial info may be available</p> <p><i>Further information on Suffolk County will be posted subsequently.</i></p>
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<p>14</p>	<p>Do the following forms need to be included in the proposal or submitted online at the Nassau County Vendor Portal: Contractor’s and Vendors’ Disclosure Form, Lobbyist Registration and Disclosure Form, Business History Form, Principal Questionnaire Form?</p>	<p>The mentioned forms must be submitted online in the Nassau County Vendor Portal. These forms do not need to be included in the vendor’s proposal.</p>
<p>15</p>	<p>Please confirm cover, cover letter, table of contents, appendices, and forms are not included in the 20-page maximum allowed</p>	<p>Correct</p>
<p>16</p>	<p>Can the proposer include resumes in an Appendix?</p>	<p>Yes</p>
<p>17</p>	<p>What is the budget for this study?</p>	<p>The budget related to this RFP has been raised to \$1,000,000, with each County contributing \$500,000.</p>
<p>18</p>	<p>Section II of the RFP discusses Nassau County’s capital budget (Ordinance No. 174-2018) and a bond ordinance (Ordinance No. 15-A-2019) to authorize borrowing up to \$500,000 for the disparity study. Please clarify what it meant by “borrowing up to \$500,000” for the disparity study. Is this the entire budget for the study, or are there other sources of funding outside of “borrowing?”</p>	<p>The entire budget for this RFP is \$1,000,000 for the two Counties.</p>
<p>19</p>	<p>The RFP states that Nassau County has eliminated a \$125 vendor fee but also references and administrative service fee based on contract value. Please clarify in the service fee is separate from the annual fee.</p>	<p>The vendor fee has been eliminated. A previous annual fee has been replaced by the Admin Service Fee.</p>
<p>20</p>	<p>Regarding RFP Section VI.3(e) Ongoing and Continuous Recommendations, please confirm that this should be instead labeled item (f).</p>	<p>Confirmed.</p>
<p>21</p>	<p>Please confirm that Appendix A – Cost Proposal Form, Appendix B – Program Description and Staffing Form and all Disclosure Forms do not count toward the RFP response 20-page limit.</p>	<p>Confirmed.</p>
<p>22</p>	<p>Have you contracted for this study before? If so, who is the incumbent, what was the award price and are you satisfied with the result?</p>	<p>Nassau County has not procured these services during the past decade. A previous disparity study conducted in 2004 is posted on the OMA website. Suffolk County has not contracted for this study before.</p>
<p>23</p>	<p>If an MWBE firm registered in another state was interested in bidding, would they need to be registered as an MWBE in New York before the bid is submitted, before the bid was awarded, or before the contract is</p>	<p>There is no requirement to register as an MWBE in New York.</p>

	completed?	
24	How is capacity building defined in this context?	The RFP specifies that the awarded vendor shall assess current county processes and make recommendations regarding maximizing participation by MWBE and SDVOB vendors, tracking and assessing performance, and enhancing county services to the vendor community and the public. During the term of the contract the awarded vendor may work with the counties' departments and/or vendors to increase organizational capacity to participate in and maximize such participation.
25	Are the Business History Section C and Appendix L duplicates? Which is required?	Both are required.
26	What is the approximate number of contracts for the proposed study period?	Nassau County processes approximately 1,000 contracts per year plus approximately 5,000 purchase order documents. <i>Further information on Suffolk County will be posted subsequently.</i>
27	What is the approximate total dollar value for the contracts for the proposed study period?	Approximately \$5B for Nassau County. <i>Further information on Suffolk County will be posted subsequently.</i>
28	Section 4.2a Scope of Services states, "The Consultant should consider the geographic market of other certifying entities, including but not limited to New York State, New York City... etc." An agency's geographic market must be established by a disparity study. Does the County possess studies from the listed agencies? If not, does the County have data on the locations of the prime vendors that performed on contracts from the listed agencies?	Recent disparity studies conducted from the State of New York and the City of New York are available via the links below. Vendors are encouraged to supplement these reports with additional public resources. New York State Disparity Study 2016: https://esd.ny.gov/sites/default/files/Vol_II_NYS_PolicyStudy.pdf New York City Disparity Study 2018: https://www1.nyc.gov/assets/mwbe/business/pdf/NYC-Disparity-Study-Report-final-published-May-2018.pdf
29	Section 4.3.e Scope of Services references that if the county chooses to use its renewal options, Consultant is expected to provide updates. Please clarify the types of updates desired and how you would expect fees to be established for these updates.	Consulting services including updates to reports and/or consulting on implementation of best practices shall be provided at the request of one or both counties at their sole discretion.