

REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN; that the Undersigned, on behalf of the Essex County Board of Supervisors, will accept sealed Proposals at the Office of the Purchasing Agent until 2:00 P.M. on January 18, 2019 for Financial Software.

Specifications are available by contacting the Office of the Purchasing Agent, 7551 Court Street, Elizabethtown, New York 12932, by calling 518-873-3330, or on the County's website at: <https://www.co.essex.ny.us/bidders/publicbids.aspx>.

All proposals submitted in response to this notice shall be marked "SEALED PROPOSAL – FINANCIAL SOFTWARE" clearly on the outside of the envelope.

Essex County affirmatively states that in regard to any contract entered into pursuant to these instructions, without regard to race, color, sex, religion, age, national origin, disability, sexual preference or Vietnam Era veteran status, disadvantaged and minority or women-owned business enterprises will be afforded equal opportunity to submit bids in response hereto.

Dated: December 21, 2018

Linda M. Wolf, CPA
Purchasing Agent
Essex County Government Center
Elizabethtown, New York 12932
(518) 873-3332

INSTRUCTIONS TO PROPOSERS

In addition to the proposal, the proposer shall submit executed non-collusion bid certificates signed by the proposer or one of its officers as required by the General Municipal Law Sec. 103d. The proposer shall also submit an executed certificate of compliance with the Iran Divestment Act signed by the proposer or one of its officers as required by the General Municipal Law Sec. 103g.

The successful proposer will be notified promptly by letter and must be prepared to enter into a contract to furnish the materials or services.

Essex County reserves the right to reject any and all proposals not considered to be in the best interest of Essex County, and to waive any technical or formal defect in the proposals which is considered by Essex County to be merely irregular, immaterial, or unsubstantial.

The contract shall be for a term of one year with the option to renew for two additional years upon mutual consent of the parties.

Please address all questions, in writing, to: lwolf@co.essex.ny.us.

Addenda will be posted on the Essex County Website, interested vendors are urged to check before submitting their bid.

Each bidder will need to complete, sign, have notarized and return the following documents with their Proposal:

- 1) Vendor Responsibility Questionnaire
- 2) Certification of Compliance With Iran Divestment Act
- 3) Non-Collusive Bidding Certification

A. General Information

The County of Essex is requesting proposals for Finance Software for the Essex County Treasurer's Department.

Proposal submissions must be received no later than 2:00 P.M. on January 18, 2019 and should be submitted to:

Linda M. Wolf
Purchasing Agent
7551 Court Street
Essex County Government Center
Elizabethtown, New York 12932

Two (2) hard copies and one (1) CD or USB copy of each proposal must be received in a sealed package with the designation "SEALED PROPOSAL – FINANCE SOFTWARE" conspicuously marked on the outer envelope. All proposals will be opened and logged in on the above stated date and time. All proposals submitted will be a matter of public record.

During the evaluation process, the County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.

Essex County will not be liable for any costs incurred by firms associated with the development or delivery of proposals.

Any questions concerning this Request for Proposals should be directed to Linda M. Wolf, Purchasing Agent at (518) 873-3332.

The County of Essex is accepting proposals from qualified software vendors to purchase Integrated Municipal Government Financial software. The County expects to achieve substantial gains in productivity, efficiency, and accuracy within the Finance Department.

The County expects the proposals to include all application software, data conversion, initial training, project implementation/administration, and on-going maintenance, training and support services. Support must deal with issues related to adjunct third-party software, if applicable. The County's preference is to purchase from a single vendor; however, the use of multiple vendors will be considered, if necessary.

The County intends to acquire, implement and maintain its own hardware and network. If a cloud solution is proposed, it must use only standard internet protocols (HTTP, HTTPS) for communication.

OVERVIEW OF ESSEX COUNTY

LOCATION. The County of Essex, population approx. 39,370 and covering 1,916 sq. miles, is located in the Adirondack Park. The main access roads are Highway 87 (North and South).

STRUCTURE. The County of Essex was first created in 1800 under Chapter 67 and functions under the Board of Supervisors form of government. The Essex County Government is comprised of an eighteen member Board of Supervisors, elected for a four-year or two year term.

The Essex County Treasurer is elected for a four year term and is responsible for the prudent administration of all money belonging to the county or in in which the County has an interest. The treasurer also serves as trustee for court and trust funds and has statutory responsibilities for the collection of taxes.

SERVICES. The County currently provides Social Services, Public Health, Aging, County Clerk Motor Vehicle, Sheriff and Jail, Probation, Mental Health, Community Planning, County Road, Building and Maintenance.

CURRENT SOFTWARE. Financial accounting records are primarily computerized using accounting software Efinance Plus version 5.0 which is owned by Superion formerly Sunguard Pentamation. This software is used for Purchasing, Budgeting, Fund Accounting, Capital Assets, Human Resources and Payroll, Accounts Payable, and Reporting.

THE NUMBERS. County budget \$117,259,553 for Fiscal Year beginning January 1, 2018; general ledger includes 10 funds; 479 current full-time employees and less than 50 part-time. All paid bi-weekly, two bargaining units; generate approx. 12,244 paper checks and 47,657 EFT payments per month; check runs are weekly; one main location; potential of at least 20 concurrent users of financial software.

CURRENT IT STATS:

- Desktop hardware: Dell
- Desktop operating system: Currently Windows 7 through Windows 10
- Internet browsers: IE/Chrome/Firefox
- Server hardware: Dell
- Server operating system: Windows 2003/2008

More information about Essex County and the budget documents can be found on the County's website: www.co.essex.ny.us or obtained from the Purchasing Agent by calling 518-873-3332.

REQUIREMENTS/EXPECTATIONS:

The vendor shall provide project management, technical installation expertise, and training. The proposal should also include ongoing training, maintenance and technical support. The products of interest, technical foundation required and expectations of overall functionality are listed below. The requirements, expectations, functions and features within this Request for Proposal (RFP) are not to be construed as all inclusive; however, they provide the scope of products, functions and services desired.

Vendors are requested to furnish a detailed proposal, which will provide the functions/features as outlined in this document or so state those functions/features which require exceptions to be taken.

I. PRODUCTS OF INTEREST

Essex County seeks an “off-the-shelf” system with minimal customization that includes the following modules:

- General Ledger / Fund Accounting
- Purchasing
- Budgeting/Forecasting including Personnel Budgeting
- Bank Reconciliation
- Accounts Payable
- Cash Receipts (Central Cash)
- Accounts Receivables
- Human Resources and Payroll
- Fixed Asset Management
- Project Management

Each module shall generate reports that are compliant with all New York State and Federal laws.

II. TECHNICAL FOUNDATION:

- Web-based/SAAS Solution
- SQL Database
- Progress
- Ease of interfacing to all Microsoft Office products
- Check scanning equipment
- Capability to print point of sale receipts

III. OVERALL FUNCTIONALITY:

- Access to all data fields for reports and queries
- Module to module communication
- On-line payment acceptance with interface to Cash Receipts module
- User friendly report writing
- Interface with Timekeeping Systems
- Electronic reporting capabilities (PERS, IRS, etc.)
- Direct deposit of payroll checks
- Multi-level security
- Effective and thorough internal controls
- Electronic Payments

B. Term of Engagement

The term will be for five years. The contract will include an option exercisable by the County for subsequent years upon mutual agreement. The County reserves the right to terminate the agreement at any time through the initial term (or thereafter) with appropriate notice to the firm.

C. Qualifications

- Experience with Municipal Fund Accounting Software in New York State.

The prices quoted in the proposals shall be firm for a period of at least 60 days after submission deadline.

The County's standard payment term is thirty (30) days upon receipt of invoice after the services are performed. Payments are made monthly.

D. Time Requirements

The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for Proposals Issued:	December 21, 2018
Due Date for Proposals:	January 18, 2019
Selection Firm Notified:	February 15, 2019
Contract Date:	March 1, 2019
Implementation:	To be Determined

E. Proposal Response and Organization

Please submit two (2) hardcopies and one (1) CD or USB copy of your proposal to:

Linda Wolf, Purchasing Agent
Essex County Purchasing
7551 Court St., P.O. Box 217
Elizabethtown, NY 12932

The Proposer shall prepare the proposal as set forth below. The titles and contents of the section shall be as defined in this section.

- Section I: Technical Response
- Section II: Cost/Price Proposal

The Technical Response Section should be specific and complete. Legibility, clarity and coherence are very important.

The Proposer shall include copies of any licenses and/or certifications that are required to perform any of the work required by the RFP. If no licenses and/or certifications are required, the Proposer is not required to make reference to this subsection.

The Technical Response should include the following:

Narrative Summary – A concise narrative summary of the entire proposal, including significant risks, and a highlight of any key or unique features, excluding cost/price. The salient features should tie in with Section I evaluation factors. Also include a brief description of the vendor's business, its history and future plans, vendor identification, corporate name and address, telephone numbers, contact person(s), number of years in business, vendor stability and responsibility.

Relevant and past performance - Each Proposer shall submit a minimum of three references, containing past performance that you consider most relevant in demonstrating your ability to perform the proposed effort. This information is required on the Proposer and all subcontractors, teaming partners, and/or joint venture partners. Proposers are cautioned that the County will use data provided by each Proposer in this Section and data obtained from other sources in the evaluation of past and present performance.

Personnel Qualifications and Experience should be detailed as part of the Technical Response. Include resumes for all personnel and subcontractors to be assigned to this project.

Format and Specific Content – Address your proposed approach to meeting the requirements listed in the Statement of Objectives, as well as risks in your proposal in terms of project capability/performance, cost and/or schedule.

In this section address your proposed approach to meeting the requirements listed in the Statement of Objectives, as well as risks in our proposal in terms of project capability/performance, cost and/or schedule. Describe the impact of each identified risk in terms of its potential to interfere with or prevent the successful accomplishment of the project goals and statement of Objectives.

A Master Schedule will be required after evaluation and prior to contract. The intent of the section is to obtain a functionally integrated understanding of the proposal in a way that provides the County confidence that the proposal is structured to be executable for the resources indicated. The Master Schedule is a detailed task and timing of the work effort in the Statement of Objectives. This identifies all events, accomplishments, criteria, and expected dates of each.

F. Proposal Evaluation

Proposals will be evaluated in accordance with applicable County of Essex procurement policies and procedures. Evaluation will be performed to determine the proposer's understanding of work to be performed, technical approach, potential for completing the work as specified in the Statement of Objectives, cost reasonableness, the probable cost to the County, and ranking with competing proposers.

During the evaluation process, proposers may be requested to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions that the County may have on the proposal. Not all firms may be asked to make such oral presentations.

Submission of a Proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the firm selected.

The County reserves the right without prejudice to reject any or all proposals.

Award will be made to that responsible proposer(s), whose proposal(s), conforming to this RFP, is (are) considered most advantageous to the County, considering the Evaluation Criteria in this Section.

Section I

Mandatory Elements

- At least ten years experience providing Fund Accounting and maintenance applications preferably, that comply with New York State municipal accounting guidelines and Public Finance Law.
- Relevant experience with Municipal Governments.

Technical Response 50%

The proposer's methodologies in project planning, analysis of needs, applications, testing systems and training which will be evaluated against the County's Statement of Objectives and Technical Requirements. Tech support is also considered here.

Personnel Qualifications, Project Organization, Experience and Commitment Criteria 25%

Proposals will be evaluated considering the proposer's technical and managerial experience, qualifications, and the availability of personnel who are proposed to work on the project; project organization and management structure; and prior experience in managing projects similar in type, technology, size and complexity.

Relevant Reference Criteria 25%

Assessment of the Proposer's past and present performance will be one means of evaluating the credibility of the proposer's proposal and the relative capability to meet performance requirements.

Section II

Cost Criteria 50%

This should be a total All-Inclusive Maximum Price. The dollar cost bid should contain all pricing information relative to the request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs, including all out-of-pocket expenses.

The proposers are being asked to separate the cost proposals as follows:

Cost proposals will be evaluated with respect to adequacy and reasonableness. This evaluation will include consideration of the probable cost to the County of doing business with each proposer; the possible growth in proposed costs during the course of the contract; the features

of each proposer's work plan that could cause the estimate cost to vary; and cost sharing proposed.

If after the evaluation of technical proposals, two or more competing overall proposals are considered in the competitive range, the evaluated probable cost to the County may be a deciding factor for selection. That is, the highest technical proposal may not necessarily be selected when cost considerations are taken into account.

GENERAL QUESTIONNAIRE

Provide narrative responses to each question listed below. In some cases, additional documentation may be necessary. If so, label the documentation appropriately and attach to back of questionnaire.

I. Vendor Background and Qualifications.

1. Specify the number of years the vendor has been in the software business. Provide the total number of customers, the number of municipal government customers and the percentage of annual revenues from municipal government customers. Also include the average number of years current customers have been using the software.
2. Provide a brief description of your company's size, organization, and expansion plans. Include the number of employees working in 1. Customer support 2. Development 3. Marketing
3. Has this company or product being proposed ever been purchased, merged or acquired by another company? If yes, provide details regarding the name of the companies involved, specific products affected and when such merger or acquisition(s) took place.
4. Describe your customer support procedures and the typical interaction that can be expected on a customer support call.
5. Describe the company's commitment to research and development for the specific municipal government applications being proposed; include development staff size, percentage of annual revenue invested in application development and enhancements and upgrades to existing software and the role of users, if any, in the enhancement process.
6. Provide a list of any sub-proposers the proposed intends to us. Include contact information for each.
7. Explicitly state the name of any third-party products that are part of the proposed solution to the City's list of requirements. For each third-party product there should be a statement about whether the proposer's contract would encompass the third-party product. Include contact information for each.

II. Software.

When addressing the issues below, include print screens or other documentation sufficient to explain the points made.

1. Generally speaking, describe the software and the guiding philosophy for its development. Include strengths and weaknesses and what, in your opinion, makes your software different from others on the market.
2. Provide a list of the proposed applications (modules). Briefly highlight the capabilities and limitations of each module.
3. What other modules are available beyond those being requested/proposed? Can modules be added or removed after initial implementation? If so, what is the process?

4. Describe how the reporting system works and what tools and fields are available for queries and reports. Include viewing features. Does the system allow for additional report functionality to be added through the assisted set up and use of the native Microsoft SQL Report writer?
5. Describe the internal control features. Include data entry (i.e. prevention of duplicate invoices, posting payments to closed accounts), audit trails during and after processes/changes are made, and approving and editing functions prior to final posting.
6. Describe how the security is configured? Include levels of access (view, input, reports) and options for setting the access levels (department, user, and module).
7. Provide an overview of the on-line and electronic capabilities and limitations (reporting, payments, file transfers, interfacing with third parties).
8. Include a description of any products, features, or other value-added components available for use with the proposed software application(s) that have not been specifically requested in the RFP. Consideration of these products, features or components will be given where these may be of value to the City.

III. Technology.

1. Describe your database platform and requirements. This must be 'seamlessly' compatible with current Microsoft SQL databases. Address items from list in the "Requirements/Expectations" section above. If an item is not included, please explain.
2. What development platform is used throughout your application including the application and presentation layers? System processing environment? Use and type of tables?
3. Provide a list of the hardware requirements (client and server) and peripheral equipment needed to perform requested functions. These shall be fully compatible with our present hardware.
4. Describe all available client platform requirements including desktop applications and browser clients (and supported web browsers).
5. Provide the operating system specifications, RAM, hard drive space, internet backup, LAN.
6. What type of database is your system? Is it a true relational database? Explain the drill- down capabilities and labeling strategy.
7. Does your applications/ system operate in real time mode? Is there any limitation to the number of years of history maintained within the system?

IV. Implementation and Training Plan.

1. Describe in detail the methodology/approach and resources needed to implement the proposed software applications. Attach a proposed Scope of Work with key activities, sample timeline, and responsible party.

2. Describe your overall user training approach and process during implementation, include hours per module. Will training be onsite or at a training center? Are test database's available for each Module?
3. Are written user guides/instructions provided as part of implementation process? If so, provide samples of them from several modules.
3. Describe project management services that are included within the implementation process.
4. List the documents and the required contents needed for data conversion. Describe the conversion services that are included within the implementation process.
5. Describe vendor's role in developing new written processes needed. Include extra costs, if applicable.
6. Provide the names and brief background of staff members likely to be involved in the implementation and initial training process.

V. Ongoing Product Support and Maintenance

1. State your company's service and support philosophy, how it is carried out and how success is measured.
2. List and describe the types of on-going services and support available to your customers. Include training programs and/or classes, online/remote capabilities, help desk, disaster recovery services, and website.
3. Provide a complete description of services covered in the maintenance agreement. Include how problems should be reported and the resolution process.
4. Describe your process to stay abreast of all statutory additions and changes related to your software. Include how you implement those and other changes.
5. Describe the software upgrade and enhancement process. Include any associated costs, how the customer is notified of new releases, and how the release process is implemented.
6. Describe the training program you have in place for your employees performing programming and customer support tasks.

FUNCTIONS AND FEATURES CHECKLIST

Attachment 1 is comprised of statements divided by the modules being requested. Each statement provides specific functions and/or features that are expected and/or desired in the software product being offered. Again, these lists are not all inclusive, but a fair representation of the County's expectations.

Instructions:

For each statement indicate your products ability to provide the functions and/or features based on the following scale:

5 = existing in product, no configuration or programming is required.

4 = available with a small amount of configuration or programming (no extra cost associated).

3 = available with a moderate amount of configuration or programming (some extra costs will be charged).

2 = significant or new configuration or programming needed; however, proposer is willing to add (additional costs could be significant).

1 = not available and proposer not willing to add.

Use the other comments section for caveats, explanations, etc.

My signature below verifies that I have read the statements in each section of Appendix D and confirm that the responses given to each one are accurate to the best of my knowledge.

Authorized Signature

Date

ATTACHMENT 1

SYSTEM WIDE		Proposer RESPONSE
SS-1	Utilize a Graphical User Interface.	
SS-2	Application server capable of (a) scheduling processes and reports, (b) running processes and reports in the background on the server, and (c) archiving reports.	
SS-3	Allow a single user to be in multiple modules at the same time, without running multiple sessions of the application.	
SS-4	Allow multiple users to be in the same module at the same time, even if another user is updating customer records and/or posting data to the General Ledger.	
SS-5	Use of Drop-Down Menu Lists or other look-up features to make sure the entry of data is consistent, and to provide validation during data entry.	
SS-6	All tables are linked to auto update information changes in modules	
SS-7	Compatible with micro-encoding printers.	
SS-8	The desire is to move to an Information Technology environment where the user interface of each software package used is as consistent as possible, and complies with the generally accepted GUI conventions.	
SS-9	The user interface provides "drill-down" features, such as the ability to drill down from a GL account to the source document that created it in all applications.	
SS-10	The drill-down features can be used without keyboard intervention.	
SS-11	All fields to allow users to type information directly into the field. Look-up screens should always be optional.	
SS-12	Combo boxes or look-up screens are accessible by both a mouse click and a keyboard shortcut.	
SS-13	Any look-up screen can export the contents to MS-excel.	
SS-14	All screens can be navigated and completed with or without the use of a mouse.	
SS-15	Data entry order can be modified on all screens, and each user can have their own data entry order.	
SS-16	Data used to create graphical data analysis will be easily exported in an Excel format or PDF format.	
SS-17	The software is inherently (does not require a third-party interface) ODBC compliant providing the ability to access data with third party products such as Microsoft Excel, Microsoft Access, etc.	
SS-18	The product must be capable of running in a Windows 2007 and Windows 2010 network environment.	
SS-19	The system should provide security that allows for adequate internal controls and is in compliance with all state and federal laws including, but not limited to, HIPAA and state public records laws. Does your security allow restrictions down to the following levels:	
SS-20	Track everything by date/time and user id	
SS-21	Lock-out specific modules (no access) Read-only access to specific modules	
SS-22	Lock-out specific menu items (no access) Read-only access to specific menu items	
SS-23	Lock-out of specific menu items (no access)	
SS-24	Read-only access to specific menu items	
SS-25	Lock-out of specific field-level items (can remove them from the screen)	
SS-26	Read-only access to specific field-level items (view-only on screen)	
SS-27	The system should mask social security numbers.	
SS-28	The system should provide a management tool for work flow, so that supervisors may be automatically notified when certain steps are completed in a process.	
SS-29	Reports should support the following features:	
SS-30	Create output for review, either on screen, in report format, or as an export file.	
SS-31	Capability to create user defined reports using all fields in the applications.	

SS-32	The report writer should provide the user the choice of either displaying selected data on the screen, printing selected data, formatting a report, or transferring the data to an ASCII file.	
SS-33	Ability to page up and page down through a report when previewing.	
SS-34	Provide the ability to archive a report via PDF instead of printing either by user direction or automatically.	
SS-35	Ability for user to define directories in which PDF files will be saved. Separate locations allowed for each process and/or module/application (user defined).	
SS-36	PDF file name created automatically that includes date rather than random file numbers or user able to name file in preview.	
SS-37	Ability to print a single page or range of pages while previewing.	
SS-38	At each workstation, reports can be sent to any printer available either locally or on the network.	
SS-39	All standard reports are modifiable by the user.	
SS-40	All reports should include the name and title of the report, date and time the report was produced, parameters selected by the user and the date(s) for which the report covers.	
SS-41	Built-in report-writing tools that allow an employee with no knowledge of report-writing programs to build their own reports across multiple databases and by single or multiple accounts.	
SS-42	Built-in report-writing tools allow the user to export reports to XML datasets.	
SS-43	All reports can be exported to an electronic file (ASII or Excel).	
SS-44	Ability to run reports that cross fiscal years and by calendar year.	
SS-45	All modules are developed by the same vendor and operate in a 64 bit environment.	
SS-46	All modules are on the same release version.	
SS-47	All modules must use the .NET framework version 4 or higher.	
SS-48	Utilize Single Sign On technology such as Microsoft Active Directory or LDAP.	
SS-49	System must provide a rich client experience using MS Winforms or WPF (Windows Presentation Foundation) technology.	
SS-50	System deploys without the use of Internet Explorer.	
SS-51	System runs independently of an internet browser.	
SS-52	Does the System utilize an MDI (Multiple Document Interface) for docking and undocking?	
SS-53	System must allow for resizing of all screens.	
SS-54	System must have work flow notification and approvals that utilizes both an internal messaging system and Lotus Notes	
SS-55	Does the System have the ability to have an unlimited number of attachments without relying on a document imaging application?	
SS-56	Ability for multiple theme and/or color options by user.	
SS-57	Allow all data entry screens to be customized by each individual user, including removing non-required fields from the screen.	
SS-58	Does the System have a user-defined Executive Dashboard customizable for every user?	
SS-59	Executive Dashboard allows end-users to gain access and present data that "lives outside" of the modules proposed. For instance, data in a module from another software vendor. Document imaging capabilities?	
SS-60	System must have a Report Publishing section that allows for staff to write reports for other departments and then publish those reports for select users.	
SS-61	System must have a scheduler for report scheduling.	
SS-62	Business Intelligence/Analytics must be available to show pertinent data in graphic formats.	
SS-63	Dashboard able to incorporate Business Analytics into its design	
SS-64	Ability to develop letters, etc. in MS-Word and utilize a merge function within the software to complete document.	
SS-65	Notification e-mails through Lotus Notes must allow the user to open the work flow item from a "hyper-link" without the end-user having to navigate to the module and select menu options.	

SS-66	Look-up grids are customizable, allowing by user to select any available fields, determine column order, sort on any column and have grouping and sub-grouping capabilities. All reports can be imported to MS Excel, authorized users can import from properly formatted MS Excel	
SS-67	Disaster Recovery:	
SS-68	Perform automatic nightly backups of each database with transactions for each backed up every minute and store data in 3 redundant sites.	
SS-69	Provide at least one test for reliability at no charge.	
SS-70	Support at least the five (5) previous software releases.	
SS-71	Must provide on-line context sensitive documentation with table of contents, index, and key word search capabilities with bookmark and note capabilities. Provide direct access to help website to log support requests, query knowledge base for frequently asked questions, and download updates via secure connection from central place or from each module.	
Other Comments:		

GENERAL LEDGER / FUND ACCOUNTING		Proposer RESPONSE
GL-1	Utilizes a Graphical User Interface.	
GL-2	Accommodates the structural requirements of fund accounting such as maintaining multiple fund General Ledgers, Appropriation/Encumbrance/Expenditure/Revenue details, and should interface with financial support systems, which collect data from the entity's day-to-day financial activities.	
GL-3	Provide for the maintenance of separate funds, each of which is a self-balancing set of accounts, with all funds recorded being processed simultaneously by the common system.	
GL-4	NYS AUD Compliant Accounts/Functions. Ability to drill down to "F" codes as per NYS DSS requirements.	
GL-5	Ability to import data from in-house tax program.	
GL-6	Capability to post to any of the months in the current fiscal year or the next fiscal year without closing any of the months of the current fiscal year.	
GL-7	Able to view and report account detail across multiple fiscal years.	
GL-8	Allow journal entries to post with zero dollars on some lines.	
GL-9	All for journal entry lines to be deleted in groups rather than one line at a time.	
GL-10	Changing an account name in one year carries forward if new year has been created.	
GL-11	Making an account inactive in current year keeps it active in previous years.	
GL-12	Able to run reports (budget and financial) that includes accounts that were active in previous years even if they are inactive in current and future years.	
GL-13	Ability to delete accounts with zero activity as of a certain date without affecting previous years.	
GL-14	Ability to edit journal entries when viewing.	
GL-15	Provides notification to user when journal entry is out of balance by account or fund.	
GL-16	Able to create recurring (repeating) journal entries, preferably with no dollar amounts.	
GL-17	Able to change order of accounts in recurring journal entries.	
GL-18	Ability to attach notes to Journal Entries	
GL-19	Ability to balance entries from other modules to accounts in GL.	
GL-20	Ability to view and correct automatically generated journal entries prior to posting.	
GL-21	During all processing, the system edits transactions to insure that each entry to a fund is balanced and complete and also that each fund is maintained as a self-balancing entity.	
GL-22	Ability to accommodate consolidated (pooled) cash accounting for transactions of multiple funds, which are accounted for in one centralized (pooled) bank account.	
GL-23	Provide the ability to account for cash in funds where cash is maintained separately from the pooled cash bank account.	
GL-24	Ability to maintain unlimited detailed historical financial data, i.e. actual amounts for both budgetary and financial data. This information to be available for both systems reports and inquiry functions	
GL-25	Capability of revising the budget during the year and provide an audit trail for tracking budget revisions. This audit trail should provide data for a budget adjustment date, description, adjustment amount and new budget. The system must be able to maintain the amounts in the original adopted budget, as well as the amounts for the revised or adjusted budget to comply with GASB 34.	
GL-26	Ability to run interim financial reports during an accounting month.	
GL-27	Provide for an automated bank reconciliation process for multiple cash and bank accounts.	
GL-28	Have a least one optional "adjustment period" available for posting audit adjusting entries to prior year balances (period 13).	
GL-29	Ability to have or add additional "adjustment periods" for posting and separation audit adjustments for GASB and CAFR Reporting. These periods to have specific journal entry types.	
GL-30	Allow an authorized user to reverse previously posted journal entry. Also allow re-posting a journal entry after it's reversal. The system should provide a complete audit trail for journal entry reversal and re-post by requiring a separate journal entry number or code for each reversal/re-post. This	

	applies to both manually entered general journal entries and journal entries created internally by the system.	
GL-31	Journal entries are given a unique identifying transaction code or number.	
GL-32	Allow for main journal entry description and line item descriptions. Both to be unlimited in length and appear in preview and on reports.	
GL-33	Ability to prevent journal entries from posting to months, fiscal years, or accounting periods, which have already been closed for accepting business transactions.	
GL-34	Authorized users are able to close and re-open accounting periods as necessary.	
GL-35	Maintain detailed transaction descriptions for both system and manually generated journal entries.	
GL-36	Prevent posting transactions to invalid or inactive account numbers.	
GL-37	Ability to activate an account temporarily for the current fiscal year.	
GL-38	Ability to automatically balance all journal entries when posting a transaction to one fund which will affect other funds.	
GL-39	Provide for error identification and correction before actual posting occurs, including the rejection of out-of-balance batches and invalid account numbers.	
GL-40	Ability to view and/or print journal entry transaction detail and allow for corrections without leaving preview mode prior to posting the journal entry.	
GL-41	Ability to set up predefined sets of accounts and corresponding descriptions for repetitious journal entries. Provide ability to distribute the amount of the journal entry on a predefined percentage basis or by stated amounts entered by the operator.	
GL-42	All look-up grids in the GL must be completely customizable by user, selection of column, data, grouping, etc. and all grids must be able to be exported to a fully formatted MS excel document.	
GL-43	Provide for automated year-end closing. This process should include the automated closing of revenue and expenditure accounts to the individual fund equity account, and posting of asset, liability and equity balances to subsequent year's General Ledger.	
GL-44	System to allow the user the ability to post audit-adjusting entries to prior year's data after the initial year-end close has been processed. The system must automatically post all adjusted balance sheet amounts to the current year's General Ledger and reflect prior year audit adjusting entries in individual account historical data.	
GL-45	Allows users the ability to post audit-adjusting entries to prior year's data after the initial year-end close has been processed.	
GL-46	Automatically post all adjusted balance sheet amounts to the current year's General Ledger, and reflect prior year audit adjusting entries in individual account historical data.	
GL-47	Allow for on-line account number look-up at any prompt for an account number. Filtering options should be available on the look-up to allow the user to quickly find the desired account.	
GL-48	General Ledger Data Display – Data on status and history of an account including account number, account name, type account and account balance.	
GL-49	Provide on-line account information including account number, account name, type of account (asset, revenue, expense, etc.), account balance, both the original and current amount budgeted, and the amount encumbered.	
GL-50	The inquiry program provides an option to display detailed information on transactions posted during the fiscal year. The system should display the transaction date, transaction number, reference (check number, etc.), description, and amount of the transaction.	
GL-51	The monthly activity, budget information and transaction detail information described above available for on-line inquiry for the current fiscal year as well as for an unlimited number of previous years.	
GL-52	Ability to inquire on transactions by journal entry numbers, including transactions created internally in the system.	
GL-53	All data entry screens in the GL must be completely customizable by user; including data entry fields and order of entry.	

GL-54	REPORTS:	
GL-55	Provide the ability to design and create reports in a user-friendly reporting tool. Data elements for purposes of creating reports should include at a minimum, the following: current year-to-date actual, prior year-to-date actuals for up to three years, current year budget amounts, prior year budget, current month actual, prior year month actual, and percentage comparison of YTD amount and total budget amount.	
GL-56	Provide a revenue report by fund and account code showing budgeted revenues, revenues for the period, revenues YTD and budget variances with totals by summary accounts.	
GL-57	Provide an expenditure report by fund, organization and expense object, showing budget, expenditures for the period, expenditures YTD, prior YTD, percent of budget expensed, outstanding encumbrances and unobligated balance with totals by summary accounts.	
GL-58	Ability to generate financial statements by individual funds, departments or combinations of both.	
GL-59	Ability to run expenditure and revenue reports by department.	
GL-60	Ability to combine funds into an unlimited number of user-defined groups for sub-totaling and filtering purposes.	
GL-61	Provide the ability to run all applicable reports for the current fiscal year's data or from data from any previous fiscal year and across fiscal years.	
GL-62	The system must generate data necessary for compliance with all state and federal laws and regulations.	
GL-63	The following financial reports must be included:	
GL-64	Chart of Accounts	
GL-65	Statement of Revenues and Expenditures	
GL-66	Trial Balance	
GL-67	Balance Sheet	
GL-68	Budget Worksheet	
GL-69	Budget Presentation	
GL-70	General Ledger Detail Report: Report parameters include the ability to choose fund or any other account section, range of dates, and range of accounts. There should also be an option to include unposted journal entries. For each account selected, the report should print the account number and name, beginning balance, debits and credits for the periods selected, and ending balance.	
GL-71	Budget Report: Report parameters include the ability to choose the fund(s), budget code, accounting period(s), starting and ending account number. For each account selected, the report should print the account name and number, and beginning balance, and current balance.	
GL-72	The General Ledger system should interface with the following modules at a minimum:	
GL-73	Accounts Payable	
GL-74	Payroll	
GL-75	Accounts Receivable	
GL-76	Cash Receipts	
GL-77	Project Management	
GL-78	Budget Management	
GL-79	Fixed Assets	
GL-80	Purchasing	
GL-81	Personnel Budgeting	
Other Comments:		

BANK RECONCILIATION		<i>Proposer RESPONSE</i>
BR-1	Utilize a Graphical User Interface	
BR-2	Is an interactive set of programs/modules that allow the user to reconcile monthly bank statements to General Ledger cash accounts.	
BR-3	Allows for clearing of deposits and checks using the same method.	
BR-4	Allows items to be identified for clearing during the current month's reconciliation in a batch, full screen, or individual item mode.	
BR-5	Ability to have an unlimited number of cash accounts per fund.	
BR-6	Ability to have multiple bank accounts tied to cash accounts.	
BR-7	Integrated with Accounts Payable, Cash Receipts, and Payroll transactions that automatically post to the Bank Reconciliation system.	
BR-8	Ability to automatically upload an electronic file of cleared items from the bank to the check reconciliation system.	
BR-9	Able to produce monthly reconciliation statements detailing the bank balance at last statement, cleared checks, cleared deposits, cleared interest, service charges, and miscellaneous items.	
BR-10	Ability to set void check function to be date sensitive. A check issued in November, voided in January would be an outstanding item in December.	
BR-11	Ability to preview all reports through a Windows-format viewer with user-defined display parameters, layouts, formats, and printers available. Viewer should also provide report saving function through defined folder structure on server, with ability to retrieve and reprint any or all previous reports.	
BR-12	Reconciliation Statement: this report to produce a new bank balance with a detail of outstanding items to prove the General Ledger cash account balance. It can be run by account and as of a specific date.	
BR-13	Bank Reconciliation Register: ability to run this report by account and filtered for type of transaction, status, range of dates, amounts, and sub-system posted from. These transactions can also be grouped by type.	
BR-14	The Bank Reconciliation system should interface with the following modules:	
BR-15	General Ledger	
BR-16	Accounts Payable	
BR-17	Payroll	
BR-18	Cash Receipts	
Other Comments:		

ACCOUNTS PAYABLE		PROPOSER RESPONSE
AP-1	Utilize a Graphical User Interface.	
AP-2	System can utilize a designated disbursement fund.	
AP-3	System can utilize a pooled cash account.	
AP-4	Support cash, accrual, modified accrual, or combinations thereof.	
AP-5	Ability to pay vendors electronically or manually.	
AP-6	Ability to process credit memos on-line.	
AP-7	Ability to store credit memos for each vendor.	
AP-8	Ability to provide a comment field that can accommodate various comments, which are printed on the check.	
AP-9	At any time during data entry, inquiry, or maintenance, the system must allow immediate access to vendor data and invoice history.	
AP-10	Ability to automatically accept and create liabilities from payroll.	
AP-11	Automatically accept all refund batches from customer-based modules such as miscellaneous Accounts Receivable, etc.	
AP-12	Ability to set up pre-defined sets of accounts and corresponding descriptions for vendors with recurring type invoices that are always expensed to the same general ledger account numbers. Preferably with zero dollar amount or by flat amount.	
AP-13	Provide ability to distribute the invoice by percentage to the accounts or by amounts entered by the operator.	
AP-14	Internally generate all entries to keep all funds in balance if an item is expensed to multiple funds.	
AP-15	Ability to pay an invoice out of current calendar year before printing 1099's from previous calendar year.	
AP-16	Accommodate payment of all invoices from a single disbursement fund account and automatic generation of receivables and payables between various funds and a disbursement fund.	
AP-17	Provide function for automated process of reversing accounts payable checks. Provides option to automatically create reversing entries in the general ledger, and void the check in the check reconciliation system. When voiding a check, the system will give the user the option to leave the invoice open for payment, or void the invoice automatically.	
AP-18	Vendor numbers and G/L account numbers validated by the system at the field level.	
AP-19	Ability to accept future dated entries, which would not be processed until that date is reached. These entries must be maintained in the unpaid file until processed.	
AP-20	Ability to print separate checks for a single vendor, when needed. The system default, however, must be able to pay all invoices from a vendor with one check.	
AP-21	Payment information will be maintained both on a calendar basis and on a fiscal year basis for each vendor.	
AP-22	When checks have been issued, and files are updated, the vendor file must automatically be updated for subsequent 1099 use.	
AP-23	Must not require any type of month-end or year-end closing procedure. If this type of procedure is required, please explain why it is necessary.	
AP-24	Vendor record must contain fields for both ordering and remittance addresses.	
AP-25	Vendor data to include but not necessarily be limited to the following:	
AP-26	Vendor Number	
AP-27	Name	
AP-28	Remittance Address	
AP-29	1099 Type Codes – minimum M-1, M-6, M-7 and N	
AP-30	Telephone Number	
AP-31	Fax Number	

AP-32	Contact person (unlimited number of contacts)	
AP-33	Email address for all contacts	
AP-34	Taxpayer ID numbers (federal, state, and local)	
AP-35	At least 10 user-defined fields	
AP-36	Provide lookup capability by vendor number, vendor address, or vendor name. If a portion of the vendor name is entered, the system must display all vendors starting with the letters entered and provide scroll and point selection of the selected vendor.	
AP-37	Provide a process to merge the vendor master information and vendor history for duplicate vendors.	
AP-38	Ability to select invoices for payment based upon manual selection or automatic selection using payment dates, vendors, bank accounts, funds, invoice batches, or invoice numbers.	
AP-39	Option to pay items with a specific vendor or for all vendors.	
AP-40	Ability to print edit report of selected items with option to make desired changes prior to processing checks.	
AP-41	Print accounts payable checks and check register.	
AP-42	Provides emergency check writing with concurrent authorization controls.	
AP-43	Ability to add/edit vendors from item input with system maintained security.	
AP-44	Ability to handle handwritten checks and bank drafts.	
AP-45	Unlimited distribution accounts for the invoice amount. Prior to processing, the user must be able to access the invoice to change the account distribution as needed. The user must be able to make these changes directly to the accounts and/or amounts.	
AP-46	Ability to allow individual documents to be held back when generating a batch of recurring documents.	
AP-47	Allow invoices to be associated with predefined projects and funding sources from the Project Accounting system directly from input with project code lookup using drop-down lists.	
AP-48	Ability to flag a Fixed Asset at the time invoices are entered and have the system create a Fixed Asset record in that module and reverse record if invoice is voided.	
AP-49	Ability to attach an unlimited number of electronic files to an invoice.	
AP-50	Ability to scan invoices directly through the system without a third-party interface and automatically attach those scans to the invoice record.	
AP-51	Ability to enter multiple invoices and multiple line items per invoice, split among an unlimited number of G/L accounts, on a single screen.	
AP-52	Support the creation of a Positive Pay file to send to the bank for every batch of checks processed in the system.	
AP-53	System checks for duplicate payments by comparing vendor/invoice combinations to those maintained in historical files.	
AP-54	The system provides on-line item detail for user defined length of time. This detail must include:	
AP-55	Voucher Number	
AP-56	Vendor Number	
AP-57	Vendor Name	
AP-58	Invoice Number	
AP-59	Description	
AP-60	Due Date	
AP-61	Adjustments and Purchase Order Numbers	
AP-62	Item Date	
AP-63	General Ledger Distribution	
AP-64	Amount Paid	
AP-65	Discount Taken	
AP-66	Date Paid	
AP-67	Check Number	

AP-68	An unlimited amount of history available, with an option to purge all paid items prior to a user specified date.	
AP-69	Provide ability for users to look up and display a listing of all checks issued to a vendor.	
AP-70	All invoices, even when paid, available for on-line review for a user specified period of time.	
AP-71	System to provide an option to look at unpaid items or all items.	
AP-72	Ability to print 1099's for selected vendors at the end of the calendar year.	
AP-73	Able to flag invoices as 1099 items even after they are paid.	
AP-74	Ability to provide a cash requirement report based on user defined periods of time.	
AP-75	Able to produce all registers and audit reports necessary to provide a complete audit trail.	
AP-76	Able to print the contents of the 1099 field in report format, prior to the actual production of the 1099's.	
AP-77	Accounts Payable Check Register: Includes vendor number, invoice number, vendor name, check date, amount for each invoice, check number, check amount, voucher number.	
AP-78	History Check Register: Provide the ability to print a check register for any range of dates or check numbers as well as ability to print by voucher number with voucher totals.	
AP-79	Able to print 1099s on a laser printer.	
AP-80	1099s in electronic format for IRS	
AP-81	1099 merge option	
AP-82	Account Payable Disbursements Report: User defined parameters includes ability to sort on all fields and print paid items within a range of payment dates. Sort sequence options must include fund, department and vendor. Choice to print General Ledger distribution and fund totals.	
AP-83	End user reporting tools available to create queries and/or reports, using data from any of the fields within the Accounts Payable system. The interface must be ODBC compliant and have the capability to transfer data to MS applications.	
AP-84	When Employees are terminated in Payroll / H/R, remove Employee Flag in Vendor Information.	
AP-85	Accounts Payable system interface with the following modules:	
AP-86	General Ledger	
AP-87	Bank Reconciliation	
AP-88	Project Management	
AP-89	Fixed Assets	
AP-90	Payroll	
AP-91	Accounts Receivable	
AP-92	Payroll / Human Resources	
AP-93	Purchasing	
Other Comments:		

CASH RECEIPTS (CENTRAL CASH)		Proposer RESPONSE
CR-1	Utilize a Graphical User Interface.	
CR-2	Capacity to automatically assign the transaction date as the journal entry date without having to manually enter date.	
CR-3	Ability to cancel and track mis-posted receipts and re-enter.	
CR-4	Multiple batches allowed at one time.	
CR-5	Print and reprint receipts.	
CR-6	Able to have roll-up/roll-down capabilities for all line items	
CR-7	Itemized balancing report and prevents closing of unbalanced batches.	
CR-8	Capability to have seamless export and import capabilities to and from Excel.	
CR-9	User defined types assigned to general ledger accounts.	
CR-10	Creates uniquely numbered receipts displaying name, type of payment, check number, balance due.	
CR-11	Ability to handle credit/debit card payments both on-site and on-line.	
CR-12	Capacity to set-up automatic payments.	
CR-13	Allows customers to pay on multiple types of invoices with one payment.	
CR-14	Reports by user defined date ranges and transaction types.	
CR-15	Bank deposit slip generated.	
CR-16	System must use the .Net framework version 4 or higher and provide a rich client experience using MS Winforms or WPF technology.	
CR-17	Ability to make a payment on one or more types of accounts (accounts receivable, building permits, licenses, fees, etc.).	
CR-18	Cashiers are to have a workstation with a dedicated receipt/validation printer. Certain workstations can be designated for cash collections without the peripheral equipment, but will have restricted capabilities as a result.	
CR-19	The system provides the option to have more than one operator logged in to a workstation at the same time. Each operator is given a code that must be used by the operator receiving the payment. If only one operator is logged on to the workstation, the code should not have to be re-entered before each payment posted.	
CR-20	Each operator can have multiple batches active in the system and the ability to update each separately.	
CR-21	Cash receipts for integrated systems such as Licenses, Permits, Accounts Receivable, etc., will post to those accounts with a true real-time.	
CR-22	Each type of receipt should carry a unique code that indicates the type of payment being posted. A look-up feature should be provided that allows the operator to view the available codes authorized for that operator and make their selection.	
CR-23	Support an unlimited number of predefined general ledger accounts that may be debited/credited for each transaction code using the category and type codes.	
CR-24	The system should be capable of endorsing checks and validating customer's bill on one pass-through or printing a separate receipt. The time, date, operator code, amount paid, how paid, amount posted, and change given, should be printed on the receipt or bill.	
CR-25	The user should be able to edit the receipt template in the system without using a separate report-writing tool	
CR-26	Provide on-line account number validation for any integrated subsystems such as the Accounts Receivable, Building Permits, etc., with on-line look up of the respective account available once the transaction code for that subsystem is selected.	
CR-27	When posting a payment to a customer's account, the Central Cash Collection system should provide the ability to look-up accounts by account number, the account name or a portion of the	

	name. (i.e. If the letters "SM" are entered, the system should display all account names beginning with "SM" and provide the ability to select the desired account). Once the account is selected, the operator can choose from all invoices available for that customer to apply payment, no matter which module created the invoice.	
CR-28	Ability for cashier to collect payments for items that are not pre-billed in any system. These transactions would only post to the respective general ledger accounts. These could include, but are not limited to, transaction codes such as copy fees, rent, entrance fees, vending machine receipts, etc.	
CR-29	From the receipt window, the operator with appropriate security rights can create, open, and close batches. The operator can also enter payments, void a receipt, and reprint a receipt.	
CR-30	At the end of a cashier's scheduled work day, a close-out report should be printed to be balanced with the cash, checks, money orders, etc., in the operator's drawer.	
CR-31	The system should provide for the ability to void a receipt (for users with appropriate security clearances).	
CR-32	The system should never allow receipts to be deleted. They can only be voided.	
CR-33	System should provide a complete audit trail that shows the user name, date, time and a description of the change. This audit trail is not editable by any user.	
CR-34	When processing a customer's payment, the system should provide the ability to go to the account management window and inquire on information such as transaction history, detailed data of current bill, etc. based upon security rights.	
CR-35	Provide the ability, at any time during the day, to display a summary of all receipts processed at a cash collection workstation. Information displayed should include the operator's code and name, and total receipts for each type of transaction (deposits, building permits, etc.) and by type (cash, check, credit card, etc.). the grand total of all receipts at the workstation should be displayed as well as the total number of receipts voided.	
CR-36	Support the processing of payments for multiple accounts from one customer as a single transaction and print a single receipt.	
CR-37	Support the processing of a single payment for different types of transactions from one customer as a single transaction (accounts receivable invoice, building permit) and print a single receipt of multiple receipts based on the types of transactions.	
CR-38	When posting a payment to a customer account, the system should default to the balance currently owed by the customer for all modules (Accounts Receivable, Permits, etc.).	
CR-39	Automatically prompt the operator to have the receipt printer endorse checks.	
CR-40	All reports will be previewed through a Windows-format viewer with user-defined display parameters, layouts, formats, and printers available. This viewer should provide search, go to, and status bar functionality. Viewer should also provide report-warehousing function through defined folder structure on server, with ability to retrieve and reprint any or all previously warehoused reports.	
CR-41	Cash Collection Receipt Register: This report should be printed when an operator is ready to closeout a batch of payments taken by the operator. This report should include all transactions handled by the operator in the batches selected. The report should be printed in receipt number or transaction number order and should include receipt number, date, time, operator code, workstation number, payment type, amount tendered, amount applied, change, how paid (cash, check, etc.), reference (i.e. check number), subsystem payment will update, voided receipts, account number and customer name. The batches can then be approved and updated.	
CR-42	Daily Cash Collection Register: This report should print a summary of all Cash Collection Receipt Registers during the day totaled by operator and workstation. Total receipts for each payment type are totaled as well as totals for checks, cash, money orders, credit cards and other. This report should include a General Ledger posting report and deposit recap.	

CR-43	Journal Report: User defined parameters should include the ability to select operators and workstations to be included in the report. The report should be printed in receipt number order and should include receipt number, date, time, operator code, workstation number, amount tendered, amount posted, change, how paid, reference and subsystem the transaction will be posted to. Payments should include account numbers and customer's names. The report should include summaries by operator and workstation.	
CR-44	History Report: User defined parameters should include the ability to select by ranges of transaction numbers, dates, and receipt numbers. Option to print history only on transactions related to a subsystem (accounts receivable, etc.). Option to print history on transactions generated from a designated workstation and/or operator. Information printed on the report should include a receipt number, date, time, operator code, workstation number, transaction type, subsystem (if applicable), amount applied, charges, amount tendered, method of payment, and notes (if applicable). Daily tools should be provided for the range of dates specified and grants totals for the overall report.	
CR-45	End user reporting tools must be available to create queries and/or reports, using data from any of the fields within the Cash system. The interface must be ODBC compliant and have the capability to transfer data to third party applications Microsoft Excel, Access, etc.	
CR-46	The Central Cash Collection system should interface with the following modules:	
CR-47	General Ledger	
CR-48	Accounts Receivable	
Other Comments:		

ACCOUNTS RECEIVABLE		Proposer RESPONSE
AR-1	Utilize a Graphical User Interface.	
AR-2	Able to maintain customer master records that include name, address, phone numbers, etc.	
AR-3	Ability to scan documents and attach to customers account.	
AR-4	System allows for individual late fee codes associated with a rate	
AR-5	Able to generate invoices and statements for specified time periods.	
AR-6	User defined statements and reports with sorting options.	
AR-7	Allow for posting of partial payments.	
AR-8	Provide source document control over input invoice transactions to the computer by use of a batch system with a unique number.	
AR-9	Capability to have seamless export and import capabilities to and from Excel.	
AR-10	Ability to look up customers by name, invoice number, invoice date and invoice amount.	
AR-11	Capacity to enter notes or comments on specific customers with unlimited characters.	
AR-12	Alert if overpayments are entered.	
AR-13	User defined types mapped to general ledger accounts.	
AR-14	Handle an unlimited number of fees and rates.	
AR-15	Have both taxable and non-taxable fees.	
AR-16	Data must share a centralized customer table with all other customer-based modules, such as Licenses, Permits, Special Assessments, etc.	
AR-17	Ability to provide on-line viewing of amounts due.	
AR-18	Trial balance for a user-defined date range that provides beginning balance, invoices, payments and adjustments during the period, and ending balance by customer.	
AR-19	Unlimited accounts and history.	
AR-20	Allow for recurring invoices that can be grouped together to facilitate creating invoices.	
AR-21	Track credits and deposits.	
AR-22	Allow credit and deposits to be applied to accounts and have a process for any other adjustments such as write-offs.	
AR-23	Have the capability to automatically create refund invoices in Accounts Payable to refund credits and deposits. The system will automatically create a vendor record for the customer without having to re-enter the data into the A/P system.	
AR-24	Allow for multiple billing cycles.	
AR-25	Aging report that allows the user to define the dates and ages that print on the report.	
AR-26	Statements can be printed at any time.	
AR-27	Detail report for each receivable G/L account.	
AR-28	Provide the ability to design and create reports in a user-friendly reporting tool within the General Ledger, without having to use a formal report writer.	
AR-29	Minimum 24 user defined fields with field labels.	
Other Comments:		

PROJECT MANAGEMENT		Proposer RESPONSE
PM-1	Utilize a Graphical User Interface.	
PM-2	Ability to maintain subsidiary ledger activity for each project and record, store and allow retrieval of both current and historical project related information.	
PM-3	Allows set-up and tracking of project budgets, financial activity, and remaining balances across multiple fiscal years and for an unlimited number of fiscal years.	
PM-4	Provides reporting capability based on any date range.	
PM-5	Support the ability for multiple users to access the project information simultaneously.	
PM-6	Ability correct errors or edit on-line in real time.	
PM-7	Ability to correct errors within the module if general ledger coding is correct and corrections made in general ledger reflect in PM module.	
PM-8	Ability to correct classification errors within module (i.e. engineering expense is erroneously entered as legal).	
PM-9	Allows for types of expenses to be associated with all projects (i.e. expense type "Engineering" to be assigned to all projects needing engineering work).	
PM-10	Allows multiple projects to be recorded in same account numbers.	
PM-11	Allows projects to be recorded in one or more account number.	
PM-12	Ability to track all project related costs for the life, inception-to-completion, of the project for a minimum of 5 years crossing fiscal years as necessary.	
PM-13	Ability to enter and track funding sources for each project.	
PM-14	Ability to track projects with multiple funding sources and identify expenditures by funding sources within individual projects for the life of the project and or for the individual fiscal years.	
PM-15	Ability to enter names, descriptions, amounts, identification numbers, etc. about each funding source.	
PM-16	Unlimited characters for resource names, numbers and descriptions.	
PM-17	Ability to identify and report status of project by user definitions.	
PM-18	Identify department in charge of work being completed by project.	
PM-19	Unlimited characters for project name, number and description.	
PM-20	The project name is printed and displayed with the project number in any reports where a project summary is printed or on screens where a list of project is displayed.	
PM-21	The associated department can be entered.	
PM-22	The department name field unlimited length.	
PM-23	A description of the type of project can be entered. For example, a project type may be a grant, a capital project, a program such as meter change outs, etc.	
PM-24	A short description of the project can be added.	
PM-25	Additional lines for detailed descriptions and notes can be displayed.	
PM-26	Reports can be run for groups of projects related to a specific master project.	
PM-27	Provide summary information on activity and total expenses for the entire group of projects.	
PM-28	A project can be tied to a master project by selecting from a list of master project codes.	
PM-29	If a project is associated with contracts, the contract name, number(s) and amount can be assigned to the project.	
PM-30	The contract related fields at least twenty-five characters.	
PM-31	Ability to track contract(s) amounts, expenses and balances within project tracking.	
PM-32	The project can be tracked by entering the starting month and year for the project fiscal year.	
PM-33	Must be able to attach an unlimited number of electronic files to a project.	
PM-34	Must be able to scan invoices directly through the system without a third-party interface and automatically attach those scans to the project record.	

PM-35	A listing of the individual transactions posted to a line item, will display the date, description, G/L account, vendor, and amount of each transaction.	
PM-36	When posting items to projects through the Payroll, Accounts Payable, Purchase Order, Accounts Receivable, Cash Receipts, and General Ledger systems, a detail transaction is also posted to the Project Management files.	
PM-37	The project report provides general information about each project (such as description, type, department, grant and contract information), and lists the budgets for each line item.	
PM-38	A report can be run for a range of project numbers and you may select a master project for which to run the report, if you want report totals to provide a summary for all projects tied to a selected master project.	
PM-39	The Line Item report provides a summary of the Budget and Actual expenditures, by line item, for each fiscal year.	
PM-40	The Line Item report can be run for a range of project numbers, and you can select a master project for which to run the report, if you want report totals to provide a Budget and Activity summary for all projects tied to a selected master project.	
PM-41	The detail report prints the detail of each transaction posted within a selected range of dates.	
PM-42	Transactions are listed by line item for each project, and activity and balance totals are printed for each line item, and for the entire project.	
PM-43	A summary report can be run for a range of project numbers, and you may select a master project for which to run the report, if you want report totals to provide a Budget and Activity summary for all projects tied to a selected master project.	
PM-44	The Project Management system interfaces with the following modules:	
PM-45	General Ledger	
PM-46	Accounts Payable	
PM-47	Cash Receipts	
PM-48	Payroll Systems	
PM-49	Fixed Assets	
PM-50	Purchasing	
Other Comments:		

PAYROLL / HUMAN RESOURCES		Proposer RESPONSE
PR-1	Utilize a Graphical User Interface	
PR-2	Utilize a Position Control System	
PR-3	Ability to establish base payrolls and process time record data for exception pay employees on a weekly, bi-weekly, semi-monthly, or monthly basis or any user-defined combination thereof.	
PR-4	Provide for complete security and restrictions to access.	
PR-5	Ability to import timeclock data from Latham PayClock Online to Payroll / Human Resources	
PR-6	Ability to define multiple earnings types.	
PR-7	Ability to support employees in multiple labor distributions. Support automatic distribution of pay and other benefits on a percentage basis and on the basis of hours worked at each job.	
PR-8	Ability to produce an hourly or salaried payroll or a combination thereof.	
PR-9	Ability to produce a supplemental payroll.	
PR-10	Ability to pay employees for multiple positions in one pay period.	
PR-11	Ability to perform paycheck worksheet/scenario	
PR-12	Provide an unlimited number of hourly/salary rates and expense distributions for each employee.	
PR-13	Ability to set Federal Tax, FICA Tax, and/or Medicare Tax withholding on an employee-by-employee basis.	
PR-14	Ability to mask Social Security Numbers	
PR-15	Able to enter hours worked, leave time taken, along with General Ledger distribution with defaults for each.	
PR-16	Provide the capability to edit and verify the labor distribution prior to the actual payroll check production.	
PR-17	Able to automatically calculate gross pay from multiple user defined components such as base pay, longevity, educational incentive pay, shift differential, etc.	
PR-18	Capability to automatically distribute an employee's base pay, overtime, leave pay, employer retirement contribution and other employee costs based on a predefined percentage to multiple funds/departments/line items within the General Ledger.	
PR-19	Automatically generate liability accruals to be posted to the General Ledger along with liability payments and accrual relief entries.	
PR-20	Support ability to handle earned income credits resulting in reduction of payroll tax deposit, reporting on 941 and reporting on W-2.	
PR-21	Support direct deposit capabilities. Prepare an ACH file for transmission to a central repository bank for input into the Federal Reserve System for deposit into individual employee accounts. Ability for each employee to designate an unlimited number of bank/savings accounts, etc. for direct deposit.	
PR-22	Provide audit trail of on-line file maintenance to critical fields with operator ID, date/time, and old/new data.	
PR-23	Prepare employee earnings/check stub for each employee, including employees on direct deposit, showing pay period, hours being paid, earnings, deductions and all year to date totals and leave balances and other requirements.	
PR-24	System will provide for multiple methods of calculating overtime pay, such as time-and-a-half, double-time, and premium pay. These calculations are user defined and maintained.	
PR-25	System shall allow for non cash pay adjustments such as car used for personal use, county owned lodging, taxable per diem and spousal insurance.	
PR-26	Capability to handle a cafeteria benefits plan with flexible spending accounts.	
PR-27	Maintain an unlimited amount of prior years' detail and totals.	
PR-28	Capability to separate allowance from base pay.	
PR-29	Ability to correct or change time accounting up to the deadline for processing payroll.	

PR-30	Provide the capability for automated check reconciliation.	
PR-31	Ability to expense the payroll to multiple funds and internally keep all funds in balance.	
PR-32	Create both payroll and General Ledger distribution data from same input.	
PR-33	Provide for the calculation of overtime pay with user-defined parameters.	
PR-34	Ability to select tax treatment of earning categories for various tax calculations.	
PR-35	Allow for an extra withholding tax deduction in any amount at the option of the employee for federal and state.	
PR-36	Ability to compute shift, overtime premium, retro and/or exception pay.	
PR-37	Provide capability for time to be entered for an employee who works temporarily in a higher pay class or position.	
PR-38	Ability to adjust pay for "differential" hours worked at a different rate than the employee's normal rate.	
PR-39	Ability to accurately track workers compensation codes for each employee, including tracking employees that change positions resulting in different codes for various ranges of dates during the year.	
PR-40	Payroll processing will include updates to employee data, time reporting, adjustments, calculation of gross and net pay, accruals, disbursements, registers, and other reports.	
PR-41	Allow the preparation of paychecks at any time during the pay period for terminated employees, back pay, special allowances, and other reasons.	
PR-42	Calculate payroll and print payroll checks and related reports.	
PR-43	Permit the input of taxable allowances, which will be used to automatically calculate the imputed income for each employee.	
PR-44	Provide the capability to reconstruct a previously posted payroll register, along with related payroll check registers and deduction registers.	
PR-45	Maintain the following general information for each employee:	
PR-46	Employee name and number	
PR-47	Address	
PR-48	Social Security Number	
PR-49	Normal hours worked per pay period and annually	
PR-50	Pay cycle (weekly, bi-weekly, semi-monthly, monthly, etc.)	
PR-51	Status and dependents for tax withholding calculations	
PR-52	Title and department	
PR-53	Date of birth	
PR-54	Date of last raise	
PR-55	Date hired	
PR-56	Date terminated	
PR-57	Full time / part time	
PR-58	Sex and race	
PR-59	EE0-4 Category	
PR-60	Home telephone number	
PR-61	Previous and current pay range and step	
PR-62	Exempt flag	
PR-63	Email address	
PR-64	Mobile phone number	
PR-65	If security is granted, an employee can request time off and have the request electronically approved.	
PR-66	Calendaring feature that provides employee, department head and payroll staff to view what day(s) the employees took leave.	

PR-67	System must provide a detailed audit trail on the payroll maintenance files. Information should contain: Who/What/When/and Why did something change, such as the tax tables, pay codes, etc.	
PR-68	Provide ability to easily prioritize direct deposit information. An example would be that the employee wants the first 25% of net pay to go to savings and 75% of net pay to checking.	
PR-69	While viewing a payroll proof list, provide drill-down capability to click on an employee ID and have the system "launch" time-card entry for that employee.	
PR-70	Time Entry:	
PR-71	Allow for time entry on an exception basis; for example, only exceptions to a pre-established work schedule should require entry.	
PR-72	Capability of facilitating time entry at any point or points during the pay period, including daily if desired.	
PR-73	Ability to accommodate varied work cycles used in determining hours worked in accordance with Federal Labor Standards Act (29 C.F.R. Part 553).	
PR-74	Permit the entry of information concerning multiple types of leave. Accrual of leave amounts should be automatic and should not require input during the time entry process.	
PR-75	During the time entry process, allow the user to override the default labor distribution to specify possible multiple accounts for distribution. Changes to the distribution should not affect the liabilities recorded to federal and regulatory authorities, unless specified by the user.	
PR-76	Ability to assign holiday pay and other benefits to a particular pay period automatically as specific by the user without having to input for each employee.	
PR-77	Allow Split distribution between accounting periods based on time card date and/or between date worked vs. date paid.	
PR-78	Additional pays such as longevity automatically increases the other next, user-defined level.	
PR-79	System allows time entry to a specific project(s) for cost accounting. The employee benefit will follow the wage distribution.	
PR-80	The employee can enter equipment used on a project at the same time they are entering time.	
PR-81	The system can restrict access to pay codes to employees that are not eligible for that pay type based on user-defined classification of employee.	
PR-82	If decentralized time-card entry is utilized, system provides for user-defined electronic workflow.	
PR-83		
PR-84	Additional pays such as longevity automatically increases the other next user-defined level.	
PR-85	Benefits/Deduction Features:	
PR-86	Support an unlimited number of deduction codes for items such as insurance, retirement, child support, etc. These deductions should be able to set up as a flat amount or a percentage of gross or other user defined pay field. Options should be provided to designate the tax treatment of the deduction code (after federal and state tax, before federal and state, before FICA, etc.) in order to accommodate various retirement plans and Section 125 type deductions.	
PR-87	Provide the ability to assign an unlimited number of deduction codes to each employee.	
PR-88	Ability to designate if a deduction code is global or employee specific for purposes of ongoing maintenance of deduction codes. A retirement plan deduction might be global (all employees pay the same percentage, the County contributes the same percentage for all employees, meaning an increase or decrease would apply to all the employees with the deduction code), a child support code would be employee specific (changes would have to be made at the employee record level).	
PR-89	Provide the ability to assign accounts payable vendors to each deduction code with flexible parameters for definition of due dates.	
PR-90	Provide the ability to distribute the County's share of benefits across multiple funds and departments in the same percentages that an employee's pay is distributed.	
PR-91	Once a deduction code is set up, provide the ability to stop and start a deduction on an employee-by employee basis. Year-to-date totals should be maintained.	
PR-92	Ability to provide global controls of what deductions are included in each payroll process.	

PR-93	Ability to establish limits for deductions and employer taxes. The deduction should stop when a specified limit for the employee is reached. Option to automatically re-establish the deduction for purposes of employee bond purchase plans, etc. Limits should include annual maximums and lifetime maximums.	
PR-94	Ability to distribute deduction and benefit expenses to the Project Accounting module.	
PR-95	Ability to withhold garnishments.	
PR-96	Ability to void or reverse checks and prepare manual checks. Voiding a payroll check should reverse all General Ledger and employee entries, along with any Project Management entries. Preparing a manual check should update all Fund Accounting and employee entries, along with any Project Management entries.	
PR-97	Ability to calculate deductions based on net pay.	
PR-98	Ability to withhold IRS tax levies.	
PR-99	Provide comprehensive reporting capabilities for deductions including user-defined parameters. Deduction reports should provide options such as range of dates (including prior years data), sorting options (alpha, employee number, by department, social security number, etc.), deductions code(s) (options for one, multiple, all). Option to print gross amount of pay, employer's share of deduction code, department totals, general ledger detail, and social security numbers.	
PR-100	Ability to setup predefined consolidation codes for purposes of grouping deduction codes for reporting purposes (i.e. one report consolidating information for several retirement plans, or all cafeteria plan deductions).	
PR-101	Ability to enter a benefit rate increase with an effective date in the future.	
PR-102	Ability to calculate and track county paid benefits.	
PR-103	Ability to generate deduction calculations automatically for:	
PR-104	First Pay period of the month.	
PR-105	Second Pay period of the month.	
PR-106	Third Pay period of the month (when applicable).	
PR-107	All pay periods.	
PR-108	Current pay period only.	
PR-109	Or any other user defined cycle.	
PR-110	Leave Tracking Features:	
PR-111	Accrue sick and vacation time and an unlimited number of other user-defined leave categories for each employee based on user-defined tables with leave category, length of services, and/or job classification.	
PR-112	The system should track each of these leave categories on an annual or employee anniversary basis.	
PR-113	Provide on demand leave accrual for holidays.	
PR-114	On-screen inquiry should display balance carried forward from previous year, current year accrual, current year taken, current year adjustments, and total hours available for each leave category. Option to display further detail for any leave type including all accruals and hours taken by date and check number.	
PR-115	Ability to print leave history in summary or detail format for one employee, all employees in a department, or for all employees.	
PR-116	Ability to post adjustments, with concurrent authorization, to an employee's leave balances. A history of any adjustments posted must be maintained for inquiry or reporting purposes.	
PR-117	Ability to limit accrual of leave time to maximum allowed.	
PR-118	Provide a report of the dollar amount of the County's liability for accrued benefits and compensated absences in compliance with GASB 34.	
PR-119	Validate availability of leave at time of payroll input.	
PR-120	Payroll History Capabilities:	

PR-121	Provide detailed history of all payroll checks. Ability to designate any range of dates (unlimited history) for prior year's history for inquiry purposes on screen including posting date, check date, check number, gross pay, deductions, taxes, reimbursements, and net pay. Ability to retrieve further detail in a report format.	
PR-122	Capacity to track salary, accrual rates, deduction changes, date of change, old and new rate, and reason for change.	
PR-123	Ability to print leave history in summary or detail format for one employee, all employees in a department, or for all employees.	
PR-124	Personnel/Human Resources Feature:	
PR-125	The system must have the capability of tracking information related to the performance review of the individual:	
PR-126	Date review due	
PR-127	Date of discussion with employee	
PR-128	Next review date	
PR-129	Follow-up review date	
PR-130	Pay increase granted	
PR-131	Maintain date employee goes on C.O.B.R.A. benefit and C.O.B.R.A code.	
PR-132	Maintain date of last physical and date of next physical.	
PR-133	Provide emergency information for each employee including name, address, phone number, and relationship.	
PR-134	Provide fields for disabled veteran flag and code, military code, and veteran code.	
PR-135	Unlimited free form text area for maintaining a history of employee reviews and promotions. The information should be displayed in reverse chronological order.	
PR-136	Unlimited number of attachments, which can be scanned documents, any existing electronic document file, or any MS Office file. Scanning must be available through the software, without having to use 3 rd party scanning software.	
PR-137	Ability to set up user defined fields to track human resources related data such as educational qualifications, licenses held, continuing education requirements and history, spouse's name, address, phone number, date of birth, employer, employer phone number, insurance data such as group health census data, life insurance amounts, number of children covered, types of insurance coverage, etc.	
PR-138	Provide for the recording and retention of data relating to employee performance, commendation, and disciplinary action.	
PR-139	The system should be able to record, in the employee record, the various training courses an employee completes while working for the county, including such information as grade or certification received in the course.	
PR-140	Ability to process COLA increases for an individual employee classification or for multiple employee classifications by a percentage or flat amount.	
PR-141	Position Control: Provide ability to see the history of a position in a display mode and report mode. At a minimum display who has occupied the position and the dates the individual occupied the position.	
PR-142	Requirements Report: Report on employees that are about to expire on requirements, or have already expired.	
PR-143	Provide for a Personal Action Form Microsoft Word Merge that can be used for the COLA process, the Pay Adjustment Process and the applicant screening process.	
PR-144	Reporting Capabilities:	
PR-145	Print check numbers on computer generated check register.	
PR-146	Prepare monthly, quarterly, and year-end reports as required for Workers Compensation, insurance, tax withholding, and FICA.	

PR-147	Prepare W2's as required including capability to prepare an electronic file for transmission of federal withholding and social security deductions. File format must meet federal requirements.	
PR-148	Capability to maintain and report employee tax withholding data and generate W-2's at any time of the year.	
PR-149	Ability to run W-2's for prior year after payrolls for current calendar year have been posted.	
PR-150	Ability to produce quarterly reports at any time during the year for a previous year.	
PR-151	Prepare PERS retirement reports including capability to prepare an electronic file, meeting the format requirements for transmission to PERS system.	
PR-152	REPORTS:	
PR-153	Payroll Check Register: Print employee number, name, check date, check amount and check number and provide number of regular and manual checks printed with totals.	
PR-154	Leave liability: A report showing the dollar amount and the hours of the County's liability for unused leave and sick time and other user defined leave categories. Report to be available by employee, department, and Countywide.	
PR-155	Worker's Compensation Report: Provides ability to input the County's discount rate and experience factor for purposes of automatically calculating the Worker's Compensation premium for the period specified. Produces the necessary report for the County's Worker's Compensation carrier.	
PR-156	Deduction Report: The system will have the capability to produce a report for each deduction. These reports will list at a minimum, Employee, Social Security number, department, amount of deduction, total amount, and total number of employees participating in the deduction. Provide options to sort by employee name, employee number, department number, or social security number. Provide option to print for one or more deduction codes in one report.	
PR-157	Employee Profile Report: User defined parameters should include sort sequence (number, department, alpha), department, and employee number if information on a single employee is requested. This report should print a summary of all information in an employee's master file.	
PR-158	941 Report: Option to print for any range of dates.	
PR-159	Payroll History Report: User defined parameters should include range of dates to include employee number(s). The report should print the following information from each pay period: check number, posting date, the following in both hours and dollars: net pay, gross pay, overtime pay, vacation pay, sick pay, holiday pay, any other leave pay. All deductions should be included, including employer contributions. Should include totals by calendar quarter.	
PR-160	Employee Review Report: Should print history of an employee's evaluations with the County. Ability to provide reminder of employees who may be due a review.	
PR-161	Retirement Plan Report: Prints necessary information for three different employee retirement systems in format acceptable to the State's retirement system.	
PR-162	Leave Balance/Usage Report: Listing of accumulated leave and leave taken so that beginning balance, taken, and current balance are reported. Listing should be for each employee in department/division sequence. Should provide both summary and detail reports. Detail report should allow selection to print history of one or more leave categories and list leave time earned, taken and any adjustments for each leave category selected.	
PR-163	Payroll Calculation Report: This report is to be used to proof payroll data prior to printing payroll checks. The report should be printed in employee number order, subtotaled by department and should include, but not necessarily be limited to, the following information for each employee:	
PR-164	Employee number	
PR-165	Employee name	
PR-166	Earnings in hours and amount for each applicable earnings type	
PR-167	Leave time in hours and amount for each applicable leave category	
PR-168	Benefits and reimbursements	
PR-169	Deduction information including both employee and associated employer contributions	

PR-170	Taxable wage totals, employee and employer contributions for federal withholding, FICA and Medicare	
PR-171	This report should show totals for all departments, provide department recap totals, and detailed journal of transactions to be posted to the Accounts Payable system. General Ledger totals should also be provided showing all debits and credits that will be posted to the General Ledger. Errors and/or warnings regarding this report should be listed including page numbers on which errors and/or warnings appear.	
PR-172	Employee List: User defined parameters should sort sequence (employee number, name, social security number, and choice to print specific or all departments). Report should include employee number, name, social security number, department number, annual wages, hourly rate/salary and status (active, terminated).	
PR-173	Performance Review Reminder Report: This report should include the next review date, for those reviews overdue and also include those due within the next sixty days.	
PR-174	End user reporting tools must be available to create queries and/or reports, using data from any of the fields within the Payroll system. The interface must be ODBC compliant and have the capability to transfer data to MS applications.	
PR-175	The Payroll system should interface with the following software modules:	
PR-176	General Ledger / Fund Accounting	
PR-177	Personnel Budgeting	
PR-178	Accounts Payable	
PR-179	Project Management	
PR-180	Bank Reconciliation	
Other Comments		

BUDGETING / FORECASTING		Proposer RESPONSE
BM-1	Utilize a Graphical User Interface.	
BM-2	Include a user defined budget worksheet and budget proposal report as specified by the Organization. A report generator should be available that provides the capability for the user to create additional user defined budget reports.	
BM-3	Budget worksheets and proposals should be capable of including account number, account name, one or more previous year's budget amounts, one or more previous year's actual amounts, current year's actual YTD, estimated final annual amount, and current fiscal year budget in addition to the proposed budget.	
BM-4	Allows automatic installation of the adopted budget.	
BM-5	Allows the user to create projected budgets for an unlimited number years into the future.	
BM-6	Able to have roll-up/roll-down capabilities for all line items.	
BM-7	Ability to include free form text notes at the line item, department, and fund level. These notes can be printed with budget worksheets and budget proposals at the user's discretion.	
BM-8	Capability to have seamless export and import capabilities to and from Excel.	
BM-9	During budget formulation, all object and revenue line items currently in use by the financial system should be accessible by the budget subsystem.	
BM-10	Able to accommodate an unlimited number of versions, per year, of the budget and multiple changes per cost center.	
BM-11	Ability to maintain changes in separate records, and displayed in separate windows in the system.	
BM-12	Subsequent to the final adopted budget being established in the system, all versions used during budget formulation will still be available for on-line inquiry and report printing.	
BM-13	Ability to change amounts at any time. All changes to the final approved budget only allowed as amendments and maintained in a budget adjustment file. Any files in other subsystems or the primary financial system using budget data, should reflect these changes.	
BM-14	End user reporting tools available to create queries and/or reports, using data from any of the fields within the Budget Management system. The interface must be ODBC compliant and have the capability to transfer data to MS applications.	
BM-15	The budget must be able to support attachments without the use of a third-party document imaging system.	
BM-16	Security must be robust enough to allow an end-user to see only their accounts and modify/enter budget amounts on only those accounts they have clearance for. (e.g. see all accounts in their dept. but not be able to modify payroll/benefit accounts)	
BM-17	System must have the ability to set-up budgets for multiple years.	
BM-18	Budgeting must allow for an unlimited number of user-defined types, such as requested, proposed, revised, adopted.	
BM-19	System should allow for an unlimited number of scenarios within each user-defined budget type.	
BM-20	Budgeting module should allow for electronic workflow for notifications and approvals.	
BM-21	Allow budget administrator to lock out updates to revisions.	
BM-22	Upon completion of adopted budget system will show all the roll-down down detail in the Chart of Accounts menu.	
BM-23	Ability to look at the total amount budgeted for a particular account number that occurs in multiple departments and/or funds.	
BM-24	Ability to enter estimated beginning and ending fund balances and to have these figures appear in budget reports and viewing.	
Other Comments:		

FIXED ASSETS		Proposer RESPONSE
FA-1	Utilize a Graphical User Interface.	
FA-2	Drill-down capabilities for detail.	
FA-3	Integrated with Accounts Payable module to facilitate additions to the fixed assets inventory.	
FA-4	Assets sent over from the Accounts Payable module automatically record the purchase amount, purchase date, description, vendor, invoice number, and purchase order number.	
FA-5	Allow for model, manufacturer, serial number recording.	
FA-6	Allows user to assign fixed assets to departments.	
FA-7	Allows asset to be recorded to one or more funds with ability to review coding.	
FA-8	Allows the user to define classes of fixed assets.	
FA-9	Allows the user to define types of fixed assets.	
FA-10	Allows for user defined locations and moving from one location to another.	
FA-11	Able to scan unlimited documents and invoices directly through the system without a third-party interface and automatically attach those scans to the asset record.	
FA-12	Allows acquisition and disposal methods to be tracked.	
FA-13	Includes a reminder function (alerts that 60 day hold period is expired).	
FA-14	Allows for disposal information to be tracked (i.e. date deemed surplus, buyer, date, sale price).	
FA-15	Allows for additions, deletions and ending fiscal year balances in compliance with GASB 34 including the ability to calculate gain or loss on disposals.	
FA-16	Capability of bar coding assets for physical inventory.	
FA-17	Ability to have an unlimited number of component assets tied to a master asset.	
FA-18	Ability to do mass updates for infrastructure updates.	
FA-19	Allow an unlimited history, with formulas showing for depreciation calculation.	
FA-20	Structured processes, with audit trails for transfers, life adjustments, adjustments, etc.	
FA-21	Calculates depreciation amounts and allows for manual adjustment.	
FA-22	Posts depreciation automatically to the appropriate General Ledger accounts.	
FA-23	Capability to attach electronic files to a particular asset.	
FA-24	Unlimited user-defined fields, with customizable labels.	
FA-25	Interface with General Ledger.	
FA-26	Interface with Accounts Payable.	
FA-27	Interface with Project Management.	
FA-28	Interface with Purchasing	
Other Comments:		

PURCHASING		Proposer RESPONSE
PP-1	Utilize a Graphical User Interface.	
PP-2	Drill-down capabilities for detail.	
PP-3	Integrated with Accounts Payable module to facilitate additions to the fixed assets inventory.	
PP-4	Integrated with Fund Accounting / General Ledger for Encumbrances to post.	
PP-5	Allows user to assign purchase order to departments.	
PP-6	Allows purchase order to be recorded to one or more funds with ability to review coding.	
PP-7	Allows requisitions to be recorded to one or more funds with ability to review coding.	
PP-8	Allows reports to be printed by: Aged Purchase Orders, Pending Change Orders, Pending Purchase Orders, Pending Requisitions, Price History, POs by Buyer, POs by Organization, POs by Vendor, Status Summary, Requisition Status, Requisitions.	
PP-9	Allows reports to be printed by various defined codes.	
PP-10	Allows authorized user to: process requisitions, next year's requisitions, approve/deny requisitions, print requisitions.	
PP-11	Allows authorized users to: process purchase orders, next year's purchase orders, approve/deny purchase orders, mass convert requisitions to purchase orders, print purchase orders, exception post purchase orders.	
PP-12	Allows authorized users to: process change orders, approve/deny change orders, exception post change orders.	
PP-13	Allows for receipt of ordered materials.	
PP-14	Allows for the following reference tables for authorized users to assign: Account Approvals, Approvals, Commodity Codes, Shipping Codes, User Defined Codes, Vendor List	
PP-15	Ability to scan unlimited documents directly through the system without a third-party interface and automatically attach those scans to the purchase order record.	
PP-16	Capability of coding purchase order for fixed assets.	
PP-17	Change order processing.	
PP-18	Posts purchase order automatically to the appropriate General Ledger accounts.	
PP-19	Capability to attach electronic files to a particular Purchase Order.	
PP-20	Interface with General Ledger.	
PP-21	Interface with Accounts Payable.	
PP-22	Interface with Project Management.	
PP-23	Interface with Fixed Assets.	
PP-24	Interface with Fund Accounting	
PP-25	Unlimited user-defined fields, with customizable labels.	
Other Comments:		

PERSONNEL BUDGETING		Proposer RESPONSE
PB-1	Utilize a Graphical Interface	
PB-2	Drill-down capabilities for detail.	
PB-3	Integrated with Payroll / Human Resources module to facilitate additions/corrections/deletions.	
PB-4	Allows authorized user to apply Employee Rate Information	
PB-5	Allows authorized user to apply Position Control	
PB-6	Allows authorized user to Auto-Step Employees	
PB-7	Allows authorized user to input Non-Scheduled Class Increases	
PB-8	Allows authorized user to Calculate Salary and Fringe	
PB-9	Allows authorized user to apply Expenditure Projections	
PB-10	Allows authorized user to formulate Iterations	
PB-11	Allows authorized user to Save Position Budget Iteration	
PB-12	Allows authorized user to Load Position Budget Iteration	
PB-13	Allows for the following Reference Tables for authorized user to assign: Additional Duty Table, Benefit Table, FICA Table, Job Class Table, Pay Code Table, Workers' Comp Table	
PB-14	Allows for the following Reports: Detail Expenditure Budget, Distribution Detail Report, Distribution Summary Report, Employee Benefit Report, Employee Rate Increase Report, Employee Salary and Benefits Report, Employee Salary Report, Position Status Report, Reference Tables Status Report, Vacant Position Increase Report	
PB-15	Interface with Budgeting / Forecasting	
PB-16	Interface with Payroll / Human Resources	
Other Comments:		

SOFTWARE PROPOSAL FORM

Submitted by: _____

<u>Application Software</u>	<u>Purchase Price</u>	<u>Annual Maintenance</u>
System Wide	_____	_____
General Ledger / Fund Accounting	_____	_____
Bank Reconciliation	_____	_____
Accounts Payable	_____	_____
Cash Receipts	_____	_____
Accounts Receivable	_____	_____
Project Management	_____	_____
Payroll / Human Resources	_____	_____
Budgeting / Forecasting	_____	_____
Fixed Asset Management	_____	_____
Purchasing	_____	_____
Personnel Budgeting	_____	_____
Total Application Software:	_____	_____

Data Conversion

System Wide	_____
General Ledger / Fund Accounting	_____
Bank Reconciliation	_____
Accounts Payable	_____
Cash Receipts	_____
Accounts Receivable	_____
Project Management	_____
Payroll / Human Resources	_____
Budgeting / Forecasting	_____
Fixed Asset Management	_____
Purchasing	_____
Personnel Budgeting	_____
Total Data Conversion:	_____

Other Implementation Costs

List below all other anticipated purchase and implementation costs (i.e. mileage, lodging, project management, etc.). Also provide the cost for each item listed and indicate if hourly or flat.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Total Other Implementation Costs: _____

**Grand Total of: Application Software / Conversion / Implementation
(Total Proposal Cost):**

Hourly Rate for services above and beyond Scope of this Request for Proposal

Proposer: _____

By: _____

Title: _____

Address: _____

Dated: _____

Telephone: _____

Fax: _____

Social Security/Federal ID No: _____

Email: _____

APPENDIX C
INSURANCE REQUIREMENTS - PROFESSIONAL SERVICE PROVIDERS

I. The Contractor shall procure and maintain during the entire term of the contract the following required insurance:

→ **Workers' Compensation**

Statutory Workers' Compensation and Employers' Liability Insurance for all employees, *except that in the event the Contractor has no employees and is exempt by law from having such insurance coverage the Contractor may provide an exemption statement.*

→ **Professional Liability Insurance**

\$1,000,000 per occurrence / \$2,000,000 aggregate for the negligent or wrongful professional acts of the Contractor.

→ **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate.

II. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees (except as to workers' compensation insurance coverage) to either effectuate

- (a) the naming of the County as an "additional insured as funding source for contract services" on the contractor's insurance policies, or
- (b) the inclusion of a contractual liability endorsement covering the Contractor's contract with the County.

III. The policy/policies of insurance furnished by the Contractor shall:

- be from an A.M. Best rated "A" New York State licensed insurer;
- contain a 30-day notice of cancellation;

IV. In the event that the Contractor is unable to furnish professional liability insurance other than on a "claims made" basis, the Contractor shall procure and maintain a separate "tail" policy of such insurance providing the required coverage, or furnish proof of continuous coverage under the existing policy, for a period of one year and ninety days following the termination date of this contract.

V. The contractor agrees to indemnify the County for any applicable deductibles.

VI. Contractor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County. Prior to the commencement of work or use of facilities the Contractor shall provide to the County proof that such requirements have been met by furnishing certificate(s) of such insurance and the declarations pages from the policies of such insurance. The failure of the County to object to the contents of the certificate(s) and/or declarations pages, or the absence of same, shall not be deemed a waiver of any and all rights held by the County.

VII. All certificates of insurance will provide 30 days notice to the county of cancellation or non-renewal.

VIII. Contractor and subcontractor waives all rights of subrogation against the owner and will have the General Liability, Umbrella Liability Workers' Compensation policies endorsed setting forth this Waiver of Subrogation.

IX. All policies will also contain no exclusion with respect to Section 240 and 241 of the NYS Labor Law.

X. The County shall be listed as an additional insured on a primary and non-contributory basis.

XI. All Contractors Subcontractors shall comply with these provisions and shall list the County as additional insured on a primary and non-contributory basis.

APPENDIX D - STANDARD CLAUSES FOR ESSEX COUNTY CONTRACTS

1. Independent Contractor Status

The parties each acknowledge, covenant and agree that the relationship of the Contractor to the County shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, further covenants and agrees that it:

- (a) will conduct itself in accordance with its status as an independent contractor;
- (b) will neither hold itself out as nor claim to be an officer or employee of the County; and
- (c) will not make any claim, demand or application for any right or privilege applicable to an officer or employee of the County, including but not limited to workers' compensation benefits, unemployment insurance benefits, social security coverage or retirement membership or credits.

2. Contractor To Comply With Laws/Regulations

The Contractor shall at all times comply with all applicable state and federal laws, rules and regulations governing the performance and rendition of the services to be furnished under this agreement.

3. Licenses, Permits, Etc.

The Contractor shall, during the term of this agreement, obtain and keep in full force and effect any and all licenses, permits and certificates required by any governmental authority having jurisdiction over the rendition and performance of the services to be furnished by the Contractor under this agreement.

4. Termination

This agreement may be terminated without cause by either party upon 30 days prior written notice, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and mileage expenses actually incurred prior to such termination. Notwithstanding the foregoing, this agreement may be immediately terminated by the County:

- (a) for the Contractor's breach of this agreement, by serving written notice of such termination stating the nature of the breach upon the Contractor by personal delivery or by certified mail, return receipt requested, and upon such termination either party shall have such rights and remedies against the other as provided by law; or
- (b) upon the reduction or discontinuance of funding by the State or Federal governments to be used in furnishing some or all of the work, labor and/or services provided for under this agreement, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and expenses (if the same are to be paid under this agreement) actually incurred prior to such termination.

5. Defense & Indemnification

The Contractor shall defend, indemnify and hold harmless the County to the fullest extent allowed by law, and notwithstanding any insurance requirements, from and against any and all liability, losses, claims, actions, demands, damages, expenses, suits, judgments, orders, causes of action and claims, including but not limited to attorney's fees, legal costs, and all other costs of defense, by reason of any liability whatsoever imposed by law or otherwise upon the County for

damages to person, property or of any other kind in nature, including but not limited to those for bodily injury, property damage, death arising out of or in connection with its officers, employees, agents, contractors, sub-contractors, guests or invitees negligence or its/their performance or failure to perform this agreement. This language shall be inserted by Contractor in all agreements between Contractor and its subcontractors and subcontractors will indemnify and hold harmless the County pursuant to its terms.

6. **Discrimination Prohibited**

The services to be furnished and rendered under this agreement by the Contractor shall be available to any and all residents of Essex County without regard to race, color, creed, sex, religion, national or ethnic origin, handicap, or source of payment; and under no circumstances shall a resident's financial ability to pay for the services provided be considered unless such consideration is allowed by State and/or Federal law, rule or regulation.

7. **Non-Discrimination In Employment**

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. In the event that this is a contract to be performed in whole or in part within the State of New York for (a) the construction, alteration or repair of any public building or public work, (b) for the manufacture, sale or distribution of materials, equipment or supplies, (c) for building service, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin:

- (1) discriminate in hiring against any citizen who is qualified and available to perform the work;
or
- (2) discriminate against or intimidate any employee hired for the performance of work under this contract.

The Contractor agrees to be subject to fines of \$50.00 per person per day for any violation of this paragraph, as well as to possible termination of this contract or forfeiture of all moneys due hereunder for a second or subsequent violation.

8. **Damage/Injury To Persons & Property**

The Contractor shall promptly advise the County of all damages to property of the County or of others, or of injuries incurred by persons other than employees of the Contractor, in any manner relating, either directly or indirectly, to the performance of this agreement.

9. **Records**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter collectively "the Records") in accordance with the following requirements:

- (a) the Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter;
- (b) the County Auditor, State Comptroller, the Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York, or, if no such office is available, at a mutually

agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

The County shall take reasonable steps to protect from public disclosure any of the records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified and designation of said records as exempt under the statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation.

10. **Claims For Payment**

All invoices or claims for which payment is sought from the County must be submitted in accordance with the following:

- (a) each claim for payment must include
 - (1) an invoice detailing the claim,
 - (2) copies of all documentation supporting the claim,
 - (3) a properly completed County standard voucher, which includes
 - (i) the County contract number under which payment is being claimed, **AND**
 - (ii) the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. *[Failure to include this number or numbers will prevent and preclude payment by the County; except that where the payee does not have such number or numbers, the payee, on the invoice or County voucher, must give the reason or reasons why the payee does not have such number or numbers and such reasons constitute a valid excuse under law.]*
- (b) Unless otherwise provided in this agreement, each claim for payment must be submitted to the County no later than 30 days after the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (c) Notwithstanding any other provision of this agreement, no claim for payment shall be valid, and the County shall not be liable for payment thereof, unless it is submitted to the County within 30 days of the close of the calendar year in which the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (d) Unless otherwise provided in this agreement, the requirements of this paragraph 10, and/or of any other provisions of this agreement which supersede the same, shall constitute conditions precedent to the County's payment obligation, and failure to comply with any or all of said requirements shall entitle the County to deny payment.
- (e) As a further condition of payment, each claim of payment shall be accompanied by a Contractor and Sub-Contractor Progress Payment Waiver, Release and Discharge, and each Final Payment shall be accompanied by a Contractor and Sub-Contractor Final Payment, Waiver and Release form. As well as a Contractor Affidavit relative to Final Payment. Copies of these forms are attached and made a part hereof. (Please disregard if these forms do not pertain).

11. **Consent**

In the event that State or Federal law requires the recipient of services to be furnished and

rendered under this agreement to give his/her prior consent thereto, the contractor shall obtain such person's consent and furnish proof thereof to the County.

12. **Executory Clause**

The County shall have no liability under this contract to the Contractor or to anyone else beyond the funds appropriated and available for this contract.

13. **Public Work & Building Service Contract Requirements**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof:

- (a) neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department; and
- (b) the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

14. **Public Work Contracts – Hazardous Substances**

If this is a contract for public work, the Contractor agrees as follows:

- (a) the Contractor acknowledges that the County uses and/or produces various substances which may be classified as hazardous under OSHA's Hazard Communication Standard;
- (b) the Contractor recognizes the use of said substances by the County and acknowledges that the County has provided, or upon request will provide, the Contractor with a description of such substances which may be present in the area of the County's facility/facilities to which the Contractor may have accessed during the performance of this contract;
- (c) the Contractor acknowledges that the County has provided, or upon request will provide, suggestions for appropriate protective measures which should be observed when the Contractor is in the area of any such hazardous substances;
- (d) the Contractor agrees to be solely responsible for providing training and information to its employees regarding any such hazardous substances, as well as of any protective measures suggested by the County;
- (e) the Contractor agrees to be solely responsible to ensure that the Contractor's employees observe protective measures during the performance of their duties in the performance of the contract, and that all such protective measures will be at least as stringent as those suggested or which would have been suggested by the County;
- (f) in the event that the Contractor's performance of the work under this contract requires the use of any hazardous substances, the Contractor shall notify the County in advance of bringing in and/or using such substances in or upon County property and suggest to the County appropriate measures to be observed by the County, its officers and employees, and/or the public; and
- (g) in the event the Contractor fails in whole or in part to comply with the terms of this paragraph, the County shall have the right to interrupt the Contractor's work and/or terminate this contract, and the Contractor shall be prohibited from renewing such work until all applicable safety and health procedures and practices are implemented by the Contractor.

15. **Disputes**

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be heard in the Essex County Supreme Court or any other court of competent jurisdiction within Essex County, New York.

16. **Non-Assignment**

This agreement may not be assigned, subcontracted, transferred, conveyed, sublet or otherwise disposed of in whole or in part, by the Contractor, without the prior written consent of the County, and any attempts to assign the contract without the County's written consent are null and void.

17. **No Collusion**

If this contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that:

- (a) its bid was arrived at independently and without collusion aimed at restricting competition; and
- (b) at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

18. **International Boycott**

In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000.00, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation, has participated, is participating, or shall participate in an International boycott in violation of the federal Export Administration Act of 1979, or regulations thereunder. If such contractor, or any of the aforesaid affiliates of Contractor, is convicted, or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the County Manager within five (5) business days of such conviction, determination or disposition of appeal.

19. **County's Rights of Set-Off**

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any moneys due to the Contractor under this agreement up to any amounts due and owing to the County with regard to this contract, any other contract with any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason, including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices, including, in cases of set-off pursuant to an audit, the acceptance of such audit by the County Board of Supervisors or its designated representative.

20. **Contractor Defined**

Whenever the term "Contractor" is used in this agreement, such term shall include and

apply to all employees, all officers, directors and agents, if any, of the Contractor.

21. **Amendment**

This agreement may not be amended, modified or renewed except by written agreement signed by the Contractor and the County.

22. **Ownership Of Work Products**

All final and written or tangible work products completed by the Contractor shall belong to the County. In the event of premature discontinuance of performance, the Contractor agrees to deliver all existing products and data files to the County.

23. **Executive Order Debarment/Suspension**

In the event that this contract involves the Contractor furnishing goods and services in excess of \$100,000.00, or constitutes a subaward to subrecipients, under any Federal program, grant or other funding source, then by executing this agreement the Contractor certifies that neither it nor any of its principals are suspended or debarred within the scope or meaning of Executive Orders 12549 and 12689, any Federal or State regulation implementing or codifying the same, or any other Federal or State law, rule or regulation.

24. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

In the event that this contract involves the use or disclosure of protected health information within the meaning or application of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations thereunder, the following provisions of this paragraph shall apply.

- (a) **Definitions.** The terms used, but not otherwise defined, in this Agreement shall have the same meaning as given such terms in 45 CFR §160.103 and §164.501, as the same may be amended from time to time, including but not limited to the following.
- (1) "Business Associate" shall mean the Contractor, its officers, employees, agents and subcontractors.
 - (2) "Covered Entity" shall mean Essex County (the "County"), its departments, agencies, officers and employees.
 - (3) "Individual" shall have the same meaning as given such term in 45 CFR §164.501 and shall also include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
 - (4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
 - (5) "Protected Health Information" shall have the same meaning as given such term in 45 CFR §164.501, limited to the information created or received by Contractor from or on behalf of the County.
 - (6) "Required by law" shall have the same meaning as given such term in 45 CFR §164.501.
 - (7) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- (b) **Obligations and Activities of Contractor.**
Contractor agrees to:

- (1) not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law;
- (2) use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;
- (3) mitigate, to the extent practicable, any harmful effect that is known, should have been known, and/or discovered to/by Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement;
- (4) report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware;
- (5) ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information;
- (6) provide access, at the request of the County, and in the time and manner designated by the County or the Secretary, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR §164.524;
- (7) make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR §164.526 at the request of the County or an Individual, and in the time and manner designated by the County or the Secretary;
- (8) make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, and/or to the Secretary, in a time and manner designated by the County or by the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule;
- (9) document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528;
- (10) provide to the County or an Individual, in time and manner designated by the County or the Secretary, information collected in accordance with the above subparagraph (b)(9) of this Agreement, to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(c) Permitted Uses and Disclosures by Contractor.

Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the persons entitled to services under this Agreement:

- (1) solely for the purposes of performing Contractor's obligations under this Agreement, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County; or
- (2) provided that such use or disclosures are required by law; or
- (3) Contractor

(A) obtains written authorization(s) from the individual to which the information pertains permitting the specific uses or disclosures of such information to third persons,

(B) represents and agrees in writing with such individual that the information to be used and/or disclosed will remain confidential and used or further disclosed only as required by law or for the purposes specified in the written authorization(s), and

(C) such third persons agree in writing to notify the County as soon as practicable and in writing of any instances of which such third person(s) is/are aware in which the confidentiality of the information has been breached; or

(4) provide Data Aggregation services to the County as permitted by 42 CFR §164.504(e)(2)(i)(B); or

(5) report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

(d) County To Inform Contractor of Privacy Practices and Restrictions.

The County agrees to notify the Contractor of any

(1) limitation(s) in its notice of privacy practices of the County in accordance with 45 CFR §164.520, to the extent that such limitation may affect the Contractor's use or disclosure of Protected Health Information;

(2) changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Contractor's use or disclosure of Protected Health Information; and/or

(3) restriction to the use or disclosure of Protected Health Information that the County has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

(e) Permissible Requests by County.

The County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the County; except that in the event that the services to be furnished by the Contractor under this Agreement requires data aggregation by the Contractor, the Contractor may use or disclose protected health information for such data aggregation or management and administrative activities of Contractor.

(f) Survival of Provisions.

The obligations of the Contractor under this paragraph 24 shall survive the expiration of the term of this Agreement and/or the termination of this Agreement, and said obligations shall remain effective and shall not terminate until all of the Protected Health Information provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in subparagraph (g) below.

(g) Return or Destruction of Protected Health Information.

Except as otherwise provided below, upon termination of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or

created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon determination by the County that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

(h) Termination for Cause.

Upon the County's knowledge of a material breach of this paragraph by Contractor, the County shall:

- (1) either:
 - (A) provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement within the time specified by the County, or
 - (B) immediately terminate this Agreement if cure is not possible; and
- (2) report the violation to the Secretary.

(i) Miscellaneous.

- (1) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Contractor under this paragraph 24 of this Agreement shall survive the termination of this Agreement.
- (4) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the County to comply with the Privacy Rule.

25. Severability

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

26. Entire Agreement

This agreement is the entire agreement between the parties, and the same shall be construed in accordance with the laws of the State of New York.

27. For Medicaid/Federal Health Care Related Work

Excluded/Debarred Party Clause

The Vendor/Contractor represents and warrants that it, nor its employees or contractors, are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program. In the event Vendor/Contractor, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Vendor/Contractor will notify Essex County in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, Essex County reserves the right to immediately cease contracting with the Vendor/Contractor. If Vendor/Contractor is an Employment Agency, the Vendor/Contractor represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program. The Vendor/Contractor further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

- The General Services Administration's Federal Excluded Party List System (or any successor system),
- The United States Department of Health and Human Services Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list,
- The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered the Vendor/Contractor will notify Essex County in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, Essex County reserves the right to immediately cease contracting with the Vendor/Contractor.

28. **Cooperative Purchasing (Piggybacking)**

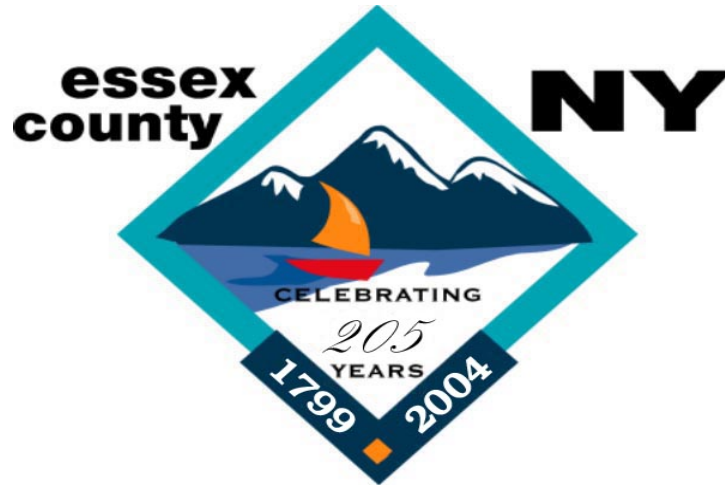
Pursuant to General Municipal Law §103 and County Law §408-a, any political sub-division or fire company (as both are defined in Section 100 of the GML) or district authorized to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment and supplies may make said purchases under this existing contract (Piggyback) provided, and on condition that this present contract was **LET TO THE LOWEST RESPONSIBLE BIDDER**. Therefore all terms and conditions under this contract are extended to other political sub-divisions and governmental entities.

Purchases under this contract by any other political sub-division other than Essex County shall be pursuant to the terms and conditions of Resolution No. 207 of 2013 dated July 1, 2013.

29. **New York State Sexual Harassment Laws**

Contractor certifies as to its self or its own organization, under penalty of perjury, that Contractor has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

APPENDIX E



ESSEX COUNTY

Office of the Purchasing Agent

7551 Court Street, P.O. Box 217

Elizabethtown, NY 12932

518-873-3330/Fax 518-873-3339

GENERAL SPECIFICATIONS FOR PROCUREMENT CONTRACTS

Adopted May 20, 1999.

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PART I
General Provisions

1. APPLICABILITY The terms and conditions set forth herein are expressly incorporated in and applicable to all procurements and resulting procurement contracts let by the Office of the Essex County Purchasing Agent where incorporated by reference in its Bid Documents. The provisions herein shall govern such procurement or contract unless expressly modified or amended by the terms of a Bid Specifications, or a negotiated Contract/Clarification document, if any. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

2. GOVERNING LAW The laws of the State of New York shall govern and apply to the procurement, any resulting contract and for determinations in a court of competent jurisdiction in New York of any and all disputes, litigation or interpretations arising from or connected with the procurement or contract, except where expressly superseded in a specific contract letting or where the Federal supremacy clause requires otherwise. These specifications are modeled after and upon the specifications developed and used by the New York State Office of General Services for procurements by New York State.

3. APPENDIX A / INSURANCE The mandatory terms for all Essex County contracts are expressly incorporated herein and in all bid documents and/or resulting contracts, such terms being set forth in Appendix A (*Standard Clauses for Essex County Contracts*). Insurance requirements are also attached and incorporated herein.

4. ETHICS COMPLIANCE All Bidders/Contractors and their employees must comply with the requirements of the *General Municipal Law*, the *Public Officers Law*, and other State codes, rules and regulations establishing ethical standards for the conduct of business with New York State and/or municipalities. In signing the bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving Essex County and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

5. CONFLICT OF CLAUSES Conflicts between procurement or contract documents shall be resolved in the following order of precedence:

(a) **Appendix A** (*Standard Clauses for Essex County Contracts*)

(b) **Contract/Clarification Documents** Writing(s) setting forth the final agreements, clarifications, terms, statement of work and/or modifications between the Bid Documents and Contractors Bid or Mini-bid.

(c) **Bid Documents** - Bid Specifications prepared by Essex County

(d) **Contractors Bid or Proposal**

6. DEFINITIONS

Terms used in this document shall have the following meanings:

AGENCY OR AGENCIES Essex County, New York, acting by or through one or more departments, boards, commissions, offices or institutions of Essex County.

ANCILLARY PRODUCT: Product which is purchased or licensed on a restricted use basis in conjunction with the principal manufacturers Product being acquired (e.g. may be used only in combination, or by educational institutions for research use).

AUTHORIZED USER(S) Agencies, or any other entity authorized by Essex County to participate in Essex County procurement contracts (including but not limited to political subdivisions, public authorities, school districts and public benefit corporations), provided that each such Agency or other entity shall be held solely responsible for liabilities or payments due as a result of its participation. The term "Authorized User" shall include "Licensees."

BID OR BID PROPOSAL An offer or proposal submitted by a Bidder to furnish a described product or a solution or means of achieving a practical end, at a stated price for the stated contract term.

BIDDER Any individual or other legal entity, (including but not limited to partnership, firm or corporation) which submits a bid in response to a Bid Solicitation. The term Bidder shall also include "offeror" and/or "contractor".

BID DOCUMENTS Writings setting forth the scope, terms, conditions and technical specifications for a procurement of Product. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions which are incorporated by reference, e.g. Appendix A (*Standard Clauses for NYS Contracts*), Appendix B, (*General Specifications*). Where these General Specifications are incorporated in negotiated contracts which have not been competitively bid, the term "Bid Documents" shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

BID SOLICITATION The notice or advertisement of an intent to purchase a specified Product by or on behalf of Authorized User(s).

BID SPECIFICATION A written description drafted by Essex County or an authorized user setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where these *General Specifications* are incorporated in negotiated contracts which have not been competitively bid, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

CONTRACT The writing(s) which contain the agreement of the Commissioner and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law.

CONTRACT AWARD NOTIFICATION An announcement to Authorized Users that a contract has been established.

CONTRACTOR Any successful Bidder(s) to whom a contract has been awarded by the Purchasing Agent. The term "Contractor" includes Licensors.

COUNTY Essex County, New York.

EMERGENCY An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

ERROR CORRECTIONS Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

GROUP A classification of Product (commodities, services or technology).

INVITATION FOR BIDS (IFB) A type of Bid Document which is most typically used where requirements can be stated and award will be made to the lowest responsive bid submitted by the most responsible Bidder(s).

LATE BID For purposes of bid openings held and conducted by the Essex County Purchasing Agent, a bid not received in such place as may be designated on the Bid Specifications or in the Office of the Essex County Purchasing Agent, at or before the date and time established in the Bid Specifications for the bid opening.

LETTER OF ACCEPTANCE A letter to the successful Bidder(s) indicating acceptance of its bid in response to a solicitation. Unless otherwise specified, the issuance of a Letter of Acceptance forms a contract but is not an order for Product, and Contractor should not take any action with respect to actual contract deliveries except on the basis of Purchase Orders sent from Authorized User(s).

LICENSED SOFTWARE Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes ancillary products, error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g. patches, fixes, PTFs, programs, code or data conversion, or custom programming).

LICENSEE The County, or one or more Agencies or Authorized Users who acquire Product from Contractor by execution of a license in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User(s) on whose behalf the license was executed who took receipt of the Product, and who shall be solely responsible for performance and liabilities incurred.

LICENSOR A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

MULTIPLE AWARD A determination and award of a contract in the discretion of the Purchasing Agent to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of Authorized Users (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

NEW PRODUCT RELEASES (Product Revisions) Any commercially released revisions to the version of a Product as may be generally offered and available to Authorized Users. New releases involve a substantial revision of functionality from a previously released version of the Product.

PROCUREMENT RECORD Documentation by the Essex County Purchasing Agent of the decisions made and approach taken during the procurement process.

PRODUCT A deliverable under any Bid or Contract which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

PURCHASE ORDER The County's fiscal form or format which is used when making a purchase.

REQUEST FOR PROPOSALS (RFP) A type of Bid Document which is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the method of award is "best value", as defined by the County's Procurement Policy and New York Law.

REQUEST FOR QUOTATION (RFQ) A type of Bid Document which can be used when a formal bid opening is not required (e.g. discretionary, sole source, single source or emergency purchases).

RESPONSIBLE BIDDER A Bidder that is determined to have skill, judgment and integrity, and that is found to be competent, reliable, experienced and qualified financially, as determined by the Purchasing Agent.

RESPONSIVE BIDDER A Bidder meeting the specifications or requirements prescribed in the Bid Document or solicitation, as determined by the Purchasing Agent.

SINGLE SOURCE A procurement where two or more offerors can supply the required Product, and the Purchasing Agent may award the contract to one Bidder over the other.

SOLE SOURCE A procurement where only one offeror is capable of supplying the required Product.

Bid Submission

7. BID LANGUAGE & CURRENCY All offers (tenders), and all information and Product documentation required by the solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (\$ US). Any offers (tenders) submitted which do not meet the above criteria will be rejected.

8. BID OPENING Bids may, as applicable, be opened publicly. The Purchasing Agent reserves the right at anytime to postpone or cancel a scheduled bid opening.

9. BID SUBMISSION The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, material, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

All bids shall comply with the following:

(a) Bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their bids to the location set forth in the Bid Specifications prior to the stated bid opening date/time.

(b) A bid return envelope, if provided with the Bid Specifications, should be used with the bid sealed inside. If the bid response does not fit into the envelope, the bid envelope should be taped onto the outside of the sealed box or package with the bid inside. If using a commercial delivery company which requires use of their shipping package or envelope, Bidders sealed bid, labeled as detailed below, should be placed within the shippers sealed envelope to ensure that the bid is not prematurely opened. All bids must have a label on the outside of the package or shipping container outlining the following information:

“BID ENCLOSED” (bold print, all capitals)
IFB or RFP Number
Bid Submission date and time

In the event that a Bidder fails to provide such information on the return bid envelope or shipping material, the County reserves the right to open the shipping package or envelope to determine the proper bid number or Product group, and the date and time of bid opening. Bidder shall have no claim against the receiving entity arising from such opening and such opening shall not affect the validity of the bid or the procurement. Notwithstanding the County’s right to open a bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the bid not being identified, packaged or labeled in accordance with the foregoing requirements.

10. FACSIMILE SUBMISSIONS Unless specifically authorized by the terms of the Bid Specifications,

facsimile bids ARE PROHIBITED AND SHALL NOT BE ACCEPTED. Where the bid specifications are silent as to the submission of bids by facsimile, no fax bids shall be permitted or accepted. Where specifically authorized, the following rules and conditions apply:

- (a) FAX number(s) indicated in the Bid Specifications must be used.
- (b) Access to the facsimile machine(s) is on a "first come, first serve" basis, and the Purchasing Agent bears no liability or responsibility and makes no guarantee whatsoever with respect to the Bidders access to such equipment at any specific time.
- (c) Bidders are solely responsible for submission and receipt of the entire facsimile bid by the Essex County Purchasing Agent prior to bid opening and must include on the first page of the transmission the total number of pages transmitted in the bid, including the cover page. Incomplete, ambiguous or unreadable transmissions in whole or in part may be rejected at the sole discretion of the Purchasing Agent.
- (d) Facsimile bids are fully governed by all conditions outlined in the Bid Documents and must be submitted on forms or in the format required in the Bid Specifications, including the executed signature page and acknowledgment.

11. AUTHENTICATION OF FACSIMILE BIDS The act of submitting a bid by facsimile transmission, when, as and if specifically authorized, including an executed signature page, shall be deemed a confirming act by Bidder which authenticates the signing of the bid.

12. LATE BIDS Any bid received at the specified location after the time specified will be considered a late bid. A late bid shall not be considered for award unless acceptance of the late bid is in the best interests of Essex County and either (a) no timely bids meeting the requirements of the Bid Documents are received, or (b) in the case of a multiple award, an insufficient number of timely bids were received to satisfy the multiple award. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of Essex County, shall not excuse late bid submissions. Otherwise, all late bids will not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

13. BID CONTENTS Bids must be complete and legible. All bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified in the Bid Specifications. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Purchasing Agent or may be grounds for rejection of the bid. Changes, corrections and/or use of white-out in the bid or Bidders response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their bids before submission, as amendments to bids or requests for withdrawal of bids received by the Purchasing Agent after the time specified for the bid opening, may not be considered. All lines must have an indication of bidders response whether it be "o", "N/A" or a dollar figure. All lines must be filled in to indicate bidder acknowledgment of the request. Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. The Purchasing Agent shall not assume there is "no charge" when lines are left empty.

Bidders must submit with bid detailed specifications, circulars, warranties and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Purchasing Agent reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If item offered differs from the provisions contained in these specifications such differences must be explained in detail, and bid will receive careful consideration if such deviations do not depart from the intent of these specifications and are to the best interests of Essex County as interpreted by the Purchasing Agent of Essex County.

It is the responsibility of the bidder to offer a product that meets the specifications of the manufacturer model as listed.

All stock electrical items must be listed and approved by Underwriters' Laboratories, Inc.

14. EXTRANEOUS TERMS Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the bid non-responsive and may result in rejection of the bid.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) which are attached or referenced with the submission shall not be considered part of the bid, but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms which meet all the following requirements will be considered as having been submitted as part of the Bid:

- (a) Each proposed extraneous term (addition, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and
- (b) The writing must identify the particular specification requirement (if any) which Bidder rejects or proposes to modify by inclusion of the extraneous term; and
- (c) The Bidder shall enumerate the proposed addition, counteroffer, modification or deviation from the Bid Document, and the reasons therefore.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a contract unless the Purchasing Agent expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

15. CONFIDENTIAL / TRADE SECRET MATERIALS Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the *Freedom of Information Law* must request the exemption in writing, setting forth the reasons for the claimed exemption, at the time of submission. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

16. PREVAILING WAGE RATES - Public Works and Building Services Contracts If any portion of work being bid is subject to the prevailing wage rate provisions of Labor Law, the following shall apply:

(a) "Public Works" and "Building Services" – Definitions

i. Public Works *Labor Law* Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts). The State, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the contract. The wage and hours provision applies to any work performed by contractor or subcontractors.

ii. Building Services *Labor Law* Article 9 applies to contracts for building service work over \$1,500 with a public agency, which 1) involve the care or maintenance of an existing building, or 2) involve the transportation of office furniture or equipment to or from such building, or 3) involve the transportation and delivery of fossil fuel to such building, and 4) the principal purpose of which is to furnish services through use of building service employees.

(b) Prevailing Wage Rate Applicable to Bid Submissions A copy of the applicable prevailing wage rates to be paid or provided are attached to this solicitation. Bidders must submit bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Where the Bid Documents require the Bidder to enumerate hourly wage rates in the bid, Bidders may not submit bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. **Bids which fail to comply with this requirement will be disqualified.**

(c) Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which are subject to the provisions of the *Labor Law*. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

(d) Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the *Labor Law*, as amended by Chapter 565 of the Laws of 1997:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and sub-contractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and sub-contractors on public works projects must submit monthly payroll transcripts to Essex County which has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. For mini-bid solicitations, the payroll records must be submitted to the entity preparing the agency mini-bid project specification. For "agency specific" bids, the payroll records should be submitted to the entity issuing the purchase order. For all other Essex County procurement contracts, such records should be submitted to the individual agency issuing the purchase order(s) for the work. Upon mutual agreement of the Contractor and Essex County, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor so long as: 1) the contractor/subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the contractor or subcontractor attesting to the truth and accuracy of the records accompanies the disk. **This provision does not apply to building services contracts.**

iv. Records Retention Contractors and subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

(e) Days Labor - Defined for Article 8, Public Works (For Purposes of Article 8 of the Labor Law) No laborer, worker or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do all or part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such

restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the Essex County Purchasing Agent for the preservation of the contract site or for the protection of the life and limb of the persons using the contract site.

17. TAXES

(a) Unless otherwise specified in the Bid Specifications or set forth in this clause, the quoted bid price includes all taxes applicable to the transaction.

(b) Purchases made by Essex County and certain non-County Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by a County Agency or the invoice forwarded to authorize payment for such items will be sufficient evidence that the sale by the Contractor was made to the County, an exempt organization under Section 1116 (a) (1) of the *Tax Law*. Non-County Authorized Users must offer their own proof of exemption where required. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor. For tax free transactions under the Internal Revenue Code, the Essex County Registration Number is 14 6002889.

(c) Purchases by Authorized Users other than Essex County may be subject to such taxes, and in those instances the tax should be computed based on the bid price and added to the invoice submitted to such entity for payment.

18. EXPENSES PRIOR TO AWARD Essex County is not liable for any costs incurred by a Bidder in the preparation and production of a bid or for any work performed prior to contract award and/or issuance of an approved Purchase Order.

19. ADVERTISING BID RESULTS A Bidder in submitting a bid agrees not to use the results therefrom as a part of any commercial advertising without the prior written approval of the Purchasing Agent. In addition to any other sanctions or remedies available to it in law or equity, the Purchasing Agent may suspend from bidding on its requirements or terminate a contract of any Bidder/Contractor who violates the terms of this clause.

20. PRODUCT REFERENCES

(a) **“Or Equal”** On all Bid Specifications the words “or equal” are understood to apply where a copyright brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Purchasing Agents decision as to acceptance of the Product as equal shall be final.

(b) **Discrepancies in References** In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products therein which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

21. RECYCLED OR RECOVERED MATERIALS Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid

Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the "Warranties & Guaranties" set forth below.

Refurbished or remanufactured components or items may only be accepted at the discretion of the Purchasing Agent, or upon the conditions set forth in the Bid Specifications.

Items with recycled, recovered, refurbished or remanufactured content must be identified in the bid or will be deemed new Product.

22. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS Bids offering Products which are manufactured or produced in public institutions will be rejected.

23. PRICING

(a) Unit Pricing If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item, in the bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Purchasing Agent, such unit pricing is obviously erroneous.

(b) Net Pricing Prices must be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject only to the cash discount. If the award is to be made on another basis, transportation and other charges must be prepaid by the Contractor and added to the invoice as a separate item, unless otherwise required in the Bid Specifications.

(c) "No Charge" Bid When bids are requested on a number of Products as a group or Lot, a Bidder desiring to bid "no charge" on a Product in the grouping or Lot must clearly indicate such. Otherwise, such bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Purchasing Agent.

If a price is written in numbers and alpha, the alpha will govern.

Prices shall be net FOB any point in Essex County, New York. Price quoted shall include all delivery costs. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted by the County.

24. DRAWINGS

(a) Drawings Submitted With Bid When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Purchasing Agent, be considered a part of the bid and of any resulting contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

(b) Drawings Submitted During the Contract Term Where required by the Bid Specifications to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall be required to develop, maintain, deliver and update such drawings on an ongoing basis at no additional charge. Contractor shall be responsible for updating drawings and plans during the contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Authorized

Users representative as required by the Bid Specifications. Where required, Contractor shall furnish to Authorized User in a timely manner the required drawings representing the then current, "as modified" condition of all product included in the scope of work.

(c) Accuracy of Drawings Submitted All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing product, services or installation, or carrying out any other requirements of the intended scope of work.

25. SITE INSPECTION Where Bidder is required by the Bid Specifications to deliver or install Product, or to service installed product(s) or equipment, Bidder shall be given an opportunity and shall be required to inspect the site prior to submission of the Bid, including environmental or other conditions or pre-existing deficiencies in the installed product, equipment or environment, which may affect Bidders ability to deliver, install or otherwise provide the required product. All inquiries regarding such conditions may only be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed, and to have included the costs of repair in its bid. Bidder must provide a detailed explanation of work intended to be performed under this clause. Bidder shall be required to remedy any pre-existing deficiencies or conditions at the commencement of the contract term. Reimbursement for the cost of repairing the conditions or deficiencies shall be separately enumerated in the bid.

26. SAMPLES

(a) Standard Samples Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Purchasing Agent and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Documents.

(b) Bidder Supplied Samples The Purchasing Agent reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidders name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate bid or Essex County contract reference.

A sample may be held by the Purchasing Agent during the entire term of the contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidders expense and risk. Where the Bidder has failed to fully instruct the Purchasing Agent as to the return of the sample (i.e. mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

(c) Enhanced Samples When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractors default, the Purchasing Agent may procure a commodity substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

(d) Conformance with Sample(s) Submission of a sample (whether or not such sample is tested by, or for, the Purchasing Agent) and approval thereof shall not relieve the Contractor from full compliance with all conditions and terms, performance related and otherwise, specified in the Bid Documents. If in the judgment of the Purchasing Agent the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Documents, the Purchasing Agent may reject the bid. If an award has been made, the Purchasing Agent may cancel the contract at the expense of the Contractor.

(e) Testing All samples are subject to tests in the manner and place designated by the Purchasing Agent, either prior to or after contract award. Unless otherwise stated in the Bid Specifications, Bidder Samples consumed or rendered useless by testing will not be returned to the Bidder.

27. ADDENDA / INTERPRETATION No verbal interpretation of the intent of any of the specifications or other Contract Documents will be made before receipt of bids. Requests for interpretations prior to receipt of bids must be presented, in writing, to the Purchasing Agent, 100 Court Street, P.O. Box 217, Elizabethtown, NY 12932, and to be given consideration must be received by the Purchasing Agent at least seven (7) days prior to the date set for the opening of bids.

Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addendum or Addenda sent to all holders of Contract Documents at the addresses furnished therefor, at least five (5) days prior to the date of the opening of bids.

Failure of any bidder to receive any Addenda shall not relieve such bidder from any obligation under this bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

Bid Evaluation

28. BID EVALUATION The Purchasing Agent reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Purchasing Agent determines the best interests of the County will be served. The Purchasing Agent, in his/her sole discretion, may accept or reject illegible, incomplete or vague bids and his/her decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the Bidders conditional or revocable terms in the offer.

Where a bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums. The County reserves the right to award in whole or in part based on the lowest responsible bid.

The following three items will automatically render a bid unacceptable to Essex County:

- a. Failure to sign bid proposal page.
- b. Failure to include necessary bid deposit (as required).
- c. Failure to sign and submit non-collusive bidding certificate.

It shall be fully understood that any deviations from the inclusion of the above items will be grounds to see the bid as non-compliant and will not be considered for award.

The Purchasing Agent reserves the right to reject such bids, as in his opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. One in which the amount bid for one or more separate items is substantially out of line with the current market prices for the materials and/or work covered thereby.

29. CONDITIONAL BID Unless the Bid Specifications provides otherwise, a bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

30. CLARIFICATIONS / REVISIONS Prior to award, the Purchasing Agent reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all Bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

31. PROMPT PAYMENT DISCOUNTS While prompt payment discounts will not be considered in determining the low bid, the Purchasing Agent may consider any prompt payment discount in resolving bids which are otherwise tied. However, any notation indicating that the price is net, (e.g. net 30 days), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except pursuant to the provisions of Article 11_A of the *State Finance Law*, which are applicable in any case, may render the bid non-responsive and may be cause for its rejection.

32. EQUIVALENT OR IDENTICAL BIDS In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent bids as to pricing or other factors, the decision of the Purchasing Agent to award a contract to one or more of such Bidders shall be final.

33. PERFORMANCE QUALIFICATIONS The Purchasing Agent reserves the right to investigate or inspect at any time whether or not the Product, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Documents. Contractor shall at all times during the contract term remain responsible and responsive. A Bidder/Contractor must be prepared, if requested by the Purchasing Agent, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production, distribution and servicing of the Product bid. If the Purchasing Agent determines that the conditions and terms of the Bid Documents or Contract are not complied with, or that items or Product proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing or facilities are not satisfactory, or that performance is untimely, the Purchasing Agent may reject such bid or terminate the contract. Nothing in the foregoing shall mean or imply that it is obligatory upon the Purchasing Agent to make an investigation either before or after award of a contract, but should such investigation be made, it in no way relieves the Bidder/Contractor from fulfilling all requirements and conditions of the contract.

34. DISQUALIFICATION FOR PAST PERFORMANCE Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidders employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.

35. QUANTITY CHANGES PRIOR TO AWARD The Purchasing Agent reserves the right, at any time prior to the award of a specific quantity contract, to alter in good faith the quantities listed in the Bid Specifications to conform with requirements. In the event such right is exercised, the lowest responsible Bidder meeting specifications will be advised of the revised requirements and afforded an opportunity to extend or reduce its bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its bid price may result in the rejection of its bid and the award of such contract to the lowest responsible Bidder who accepts the revised requirements.

36. RELEASE OF BID EVALUATION MATERIALS Requests concerning the evaluation of bids may be submitted under the *Freedom of Information Law*. Information, other than the Bid Tabulation, shall be released as required by law after contract award. Written requests should be directed to the Purchasing Agent.

37. TIME FRAME FOR OFFERS The Purchasing Agent reserves the right to make awards within sixty (60) days after the date of the bid opening, during which period, bids must remain firm and cannot be withdrawn. If, however, an award is not made within the sixty (60) day period, bids shall remain firm until such later time as either a contract is awarded or the Bidder delivers to the Purchasing Agent written notice of the withdrawal of its bid. Any bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the Purchasing Agent, be accepted or rejected.

TERMS & CONDITIONS

38. CONTRACT CREATION / EXECUTION Except as may be otherwise provided by law or by the Purchasing Agent, upon receipt of all required approvals a Contract shall be deemed executed and created with the successful Bidder(s) upon the Purchasing Agent's mailing or electronic communication to the address on the bid of (a) a Letter of Acceptance and (b) a fully executed contract, or (c) a Purchase Order authorized by the Purchasing Agent.

39. COMPLIANCE WITH LAWS, ETC. The Bidder shall comply with all the provisions of the laws of the State of New York and of the United States of America which affect municipalities and municipal contracts, and any and all State and Federal rules and regulation, and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The Bidder's special attention is called to the following laws: *General Municipal Law* Section 1 03-d, *State Finance Law* Section 167-b prohibiting the purchase of tropical hardwood products, and the New York State Public Employee Safety & Health Act of 1980.

40. MODIFICATION OF TERMS The terms and conditions set forth in the Contract shall govern all transactions by Authorized User(s) under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Purchasing Agent and Contractor.

The Contractor may, however, offer Authorized User(s) more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User(s) and Purchasing Agent by the Contractor.

Other than where such terms are more advantageous for the Authorized User(s) than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against Authorized User(s) unless authorized by the Purchasing Agent or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized Users subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

41. SCOPE CHANGES The Purchasing Agent reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the contract specifications, such changes to be within the general scope of the contract. The Purchasing Agent may make an equitable adjustment in the contract price or delivery date if the change affects the cost or time of performance.

With respect to any specific quantity stated in the contract, the Purchasing Agent reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the contract. Notwithstanding the foregoing, the Purchasing Agent may purchase greater or lesser percentages of contract quantities should the Purchasing Agent and Contractor so agree.

42. ESTIMATED QUANTITY CONTRACTS Estimated quantity contracts are expressly agreed and

understood to be made for only the quantities, if any, actually ordered during the contract term. No guarantee of any estimated quantity(s) is implied or given. Unless otherwise set forth in the Bid Specifications, contracts for services and technology are completely voluntary as to use, and therefore no quantities are guaranteed.

43. BEST PRICING OFFER During the contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this contract vehicle upon the same or similar terms and conditions as that of this contract at a lower price, the price under this contract shall be immediately reduced to the lower price.

44. PURCHASE ORDERS Unless otherwise authorized in writing by the Purchasing Agent, no Products are to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User requiring the Product. Unless terminated or canceled pursuant to the authority vested in the Purchasing Agent, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address set forth in the Contract for receipt of orders, or in the Contract Award Notification.

All Purchase Orders issued pursuant to contracts let by the Purchasing Agent must bear the appropriate contract number and, if necessary, required State approvals. Unless otherwise specified, all Purchase Orders against centralized contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the vendors order form, confirmation or acknowledgment, and the contract terms shall be resolved in favor of the terms most favorable to the Authorized User.

If, with respect to an agency specific contract, a Purchase Order is not received within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify the appropriate purchasing officer in Essex County. Failure to timely notify such officer may, in the discretion of the Purchasing Agent and without cost to the State, result in the canceling of such requirement by the Purchasing Agent with, at the Purchasing Agents discretion, a corresponding reduction in the contract quantity and price.

45. PRODUCT DELIVERY It shall be understood that with respect to contract deliveries, time is of the essence. Delivery must be made as ordered and in accordance with the terms of the contract. Unless otherwise specified in the Bid Specifications, delivery shall be made within thirty calendar days after receipt of a purchase order by the Contractor. The decision of the Purchasing Agent as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Purchasing Agent and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of the time for delivery must be requested in writing by the Contractor and approved in writing by the Purchasing Agent. Failure to meet such time schedule may be grounds for cancellation of the order or, in the Purchasing Agents discretion, the Contract.

The County must be notified twenty-four (24) hours in advance of delivery. The County reserves the right to deny acceptance of delivery if this notice is not given, at no cost to the County.

The successful bidder shall be responsible for delivery of items in good condition at point of destination, and shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Purchasing Agent will note for the benefit of successful bidder when packages are not received in good condition. Carton shall be labeled with purchase order or contract number, successful bidders name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the Purchasing Agent. The successful bidder will be required to furnish proof of delivery in every instance.

Unloading and placing of equipment and furniture is the responsibility of the successful bidder, and the County accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the County, and suppliers should notify their truckers accordingly.

All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number and/or Purchase Order Number
Name of Article
Item Number (if applicable)
Quantity
Name of the Successful Bidder

46. SATURDAY & HOLIDAY DELIVERIES Unless otherwise specified in the Bid Specifications or by an Authorized User, deliveries will not be scheduled for Saturdays, Sundays or legal holidays observed by the State of New York except of Product for daily consumption or where an emergency exists or the delivery is a replacement or is late, in which event the convenience of the Authorized User shall govern.

47. SHIPPING / RECEIPT OF PRODUCT

(a) **Packaging** Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases or other types of containers. The container shall become and remain the property of the receiving entity unless otherwise specified in the contract documents.

(b) **Shipping Charges** Contractor shall be responsible for insuring that the Bill of Lading states "charges prepaid" for all shipments. Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be FOB Destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges are understood to not relieve the contractor from responsibility for safe and proper delivery notwithstanding the Authorized Users payment of transportation charges.

(c) **Receipt of Product** The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Authorized User. Any losses resulting from the Contractors failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

48. TITLE AND RISK OF LOSS Notwithstanding the form of shipment, title and risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g. signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product which is substandard or does not comply with the Contract terms, may be rejected or accepted on an adjusted price basis, as determined by the Purchasing Agent.

49. RE-WEIGHING PRODUCT Deliveries are subject to re-weighing at the point of destination by the receiving entity. If shrinkage occurs which exceeds that normally allowable in the trade, the receiving

entity shall have the option to require delivery of the difference in quantity, or to reduce the payment accordingly.

50. PRODUCT SUBSTITUTION In the event a specified manufacturers Product listed in the Contractors Bid becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Force Majeure Clause below) a Product deemed by the Purchasing Agent to be the equal or better of the specified commodity or service must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Purchasing Agents approval may be cause for cancellation of contract.

51. REJECTED PRODUCT When Products are rejected, they must be removed by the Contractor from the premises of the receiving entity within ten days of notification of rejection by Authorized User. Upon rejection notification, risk of loss of rejected or non-conforming Product shall remain on Contractor. Rejected items not removed by the Contractor within ten days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of the items as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition.

52. INSTALLATION Where installation is required, Bidder shall be responsible for placing and installing the equipment in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects which would mar the appearance of the equipment or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or replace the Product in the proper location. The Contractor shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or site to its original condition. Work shall be performed so as to cause the least inconvenience to the Authorized User(s) and with proper consideration for the rights of other contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

53. REPAIRED OR REPLACED PRODUCT / COMPONENTS Where the Contractor is required to repair, replace or substitute Product or components under the Contract, the repaired, replaced or substituted Product shall be subject to all terms and conditions for new Product set forth in the contract, including product warranties.

54. ON-SITE STORAGE Materials, equipment or supplies may be stored at the County/s or Authorized User's site at the Contractors sole risk and only with the approval of, as the case may be, the County or the Authorized User.

55. EMPLOYEES / SUBCONTRACTORS / AGENTS All employees, subcontractors or agents performing work under the contract must be trained technicians who meet or exceed the technical and training qualifications set forth in the Bid Specifications or the Bid, whichever is greater, and must comply with all rules and requirements of the Contract. The Purchasing Agent reserves the right to conduct a security background check or otherwise approve any employee or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause, including but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized Users security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the contract terms. The Purchasing Agent reserves the right to reject and/or bar from the facility for cause any employee, subcontractor, or agents of the Contractor.

56. ASSIGNMENT / SUBCONTRACTORS The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract, other than the assignment of the right to receive moneys due, without the prior written consent of Essex County. Prior to an assignment of the right to receive moneys becoming effective, Contractor shall file a written notice of such assignment simultaneously with Essex County and participating Authorized User(s).

The Purchasing Agent reserves the right to reject any proposed subcontractor, assignee or supplier for bona fide business reasons, which may include, but are not limited to: that the proposed transferee is on the Department of Labors list of companies with which New York State cannot do business; the Purchasing Agent determines that the company is not qualified; unsatisfactory contract performance or service has been previously provided; or attempts were not made to solicit minority and womens business enterprises (M/WBE) bidders for the subcontract.

57. PERFORMANCE / BID BOND Essex County reserves the right to require the Bidder/Contractor to furnish without additional cost, a performance, payment or bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the contract, whenever the Purchasing Agent in his/her sole discretion deems such bond or security to be in Essex County's best interest. Where required, such bond or other security shall be in the form prescribed by the Purchasing Agent.

58. STOP / SUSPENSION OF WORK

(a) **Stop Work Order** The Purchasing Agent reserves the right to stop the work covered by this contract at any time that the successful Contractor becomes unable or incapable of performing the work or meeting any requirements or qualifications set forth in the contract. In the event of such stopping, the Purchasing Agent shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Contractor shall be liable for any such cost on account thereof.

(b) **Suspension of Work Order** The Purchasing Agent, in his/her sole discretion, reserves the right to suspend any or all activities under this contract, at anytime, in the best interests of the State or Issuing Entity. In the event of such suspension, the contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on County spending, declaration of emergency, or other such circumstances. Upon issuance of such suspension of work, the Contractor is not to accept any purchase orders, as specified in the Suspension Order. Activity may resume at such time as the Purchasing Agent issues a formal written notice authorizing a resumption of work.

59. CANCELLATION A contract may be canceled by the Purchasing Agent, and/or an Authorized User may cancel its participation, license or service order under the contract, at the Contractors expense upon non-performance, or upon a determination that Contractor is non-responsive, or non-responsible.

60. FORCE MAJEURE The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor negligence of the Contractor, its officers, employees or agents contributed to such delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires or floods, or other similar cause beyond the control of the Contractor, or for any of the foregoing which affect subcontractors or suppliers and no alternate source of supply is available to the Contractor. In such event, Contractor shall notify the Purchasing Agent, by certified or registered mail, of the delay or potential delay and the cause(s) thereof either (a) within ten (10) calendar days after the cause which creates or will create the delay first arose if the Contractor could reasonably foresee that a delay could occur by reason thereof, or (b), if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe a delay could result. The foregoing shall constitute the Contractors sole remedy or excuse with respect to such delay. In the

event performance is suspended or delayed, in whole or in part, by reason of any of the aforesaid causes or occurrences and proper notification is given the Purchasing Agent, any performance so suspended or delayed shall be performed by the Contractor at no increased cost, promptly after such disabilities have ceased to exist unless it is determined in the sole discretion of the Purchasing Agent that the delay will significantly impair the value of the contract to the County or to Authorized Users, whereupon the Purchasing Agent may:

- (a) Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to County Agencies with respect to Product subjected to allocation; and/or
- (b) Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the contract quantity; or
- (c) Terminate the contract or the portion thereof which is subject to delivery delays, and thereby discharge any unexecuted portion of the contract or the relative part thereof.

61. CONTRACT BILLINGS Contractor shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billings for Agencies must contain all information required by the County Treasurer and/or Auditor. The County Treasurer shall render payment for Agency purchases, and such payment shall be made in accordance with ordinary County procedures and practices. Payment of contract purchases made by Authorized Users other than Agencies shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User.

Submission of an invoice and payment thereof shall not preclude the Purchasing Agent from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the bid and award documents.

62. DEFAULT - AUTHORIZED USER An Authorized Users breach shall not be deemed a breach of the centralized contract. In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Purchasing Agent and the Authorized Users purchasing official, suspend additional shipments of Product or provision of services to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future contract payments.

Notwithstanding the foregoing, the Contractor shall, at least 10 days prior to declaring a breach of contract by any Authorized User, by certified or registered mail, notify both the Purchasing Agent and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared. It is understood, however, that if the Contractors basis for declaring a breach is insufficient, the Contractors declaration of breach and failure to service an Authorized User shall constitute a breach of its contract and the County or Authorized User may thereafter utilize any remedy available at law or equity.

63. INTEREST ON LATE PAYMENTS

- (a) **County Agencies** The payment of interest on certain payments due and owed by a County agency may be made in accordance with Section 3-a of the *General Municipal Law* at the rate of three percent (3%) per annum.
- (b) **By Non-County Agencies** The terms of Article 11-A apply only to procurements by and the consequent payment obligations of the County. Neither expressly nor by any implication is the County responsible for payments on any purchases made by a Non-County Agency

Authorized User.

(c) By Contractor Should the Contractor be liable for any payments to the County hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the *State Finance Law* to the same extent as though the contract was with the State of New York rather than the County.

64. REMEDIES FOR BREACH It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

(a) Cover / Substitute Performance Upon the failure of the Contractor to properly perform within the time specified, failure to provide acceptable service, to make immediate replacement of rejected Product when so requested, or upon the revocation of the Contract by the Purchasing Agent for cause, or upon repudiation of the contract by the Contractor, the Purchasing Agent may, with or without formally bidding same:

i. Purchase from other sources to replace the Product rejected, revoked, not timely delivered or repudiated; or

ii. If after making reasonable attempts, under the circumstances then existing, to timely provide acceptable service or acquire replacement product of equal or comparable quality, the Purchasing Agent is unsuccessful, the Purchasing Agent may acquire acceptable service or replacement product of lesser or greater quality.

Such purchases may, in the discretion of the Purchasing Agent, be deducted from the contract quantity.

(b) Withhold Payment In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Purchasing Agent. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

(c) Reimbursement of Costs Incurred The Contractor agrees to reimburse the County and/or Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the County or Authorized User in connection therewith, including reasonable attorneys fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the contract, the Purchasing Agent may authorize an ordering Authorized User to rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Authorized User promptly by the Contractor or deducted by the Authorized User from payments due or to become due the Contractor on the same or another transaction.

(d) Deduction / Credit Sums due as a result of these remedies may be deducted or offset by the County or Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the County or Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Purchasing Agent reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of the contract.

65. ASSIGNMENT OF CLAIM Contractor hereby assigns to the County any and all its claims for overcharges associated with this contract which may arise under the antitrust laws of the United States, 15 U.S.C. Section 1, *et seq.* and the antitrust laws of the State of New York, *General Business Law* Section 340, *et seq.*

66. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance as defined by Section 875 of the *Labor Law*, shall provide such Authorized User with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the *Labor Law*.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the user agency representative.

67. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of the County or Authorized User, and therefore are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this contract, to maintain at Contractors expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including workers compensation, disability and unemployment insurance, and to provide the Authorized User with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

68. SECURITY / CONFIDENTIALITY Contractor warrants, covenants and represents that it will comply fully with all security procedures of the County and any Authorized User(s) in performance of the Contract.

Contractor further warrants, covenants and represents that any confidential information obtained by Contractor, its agents, subcontractors, officers, or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the County or any Authorized User hereunder or received from another third party, will not be divulged to any third parties. Contractor shall not be required to keep confidential any such confidential material which is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the County or Authorized User, or otherwise obtained under the Freedom of Information Act or other applicable New York State Laws and Regulations. This warranty shall survive termination of this Contract for a period of five (5) years. Contractor further agrees to take appropriate steps to instruct its personnel, agents, officers and any subcontractors regarding the obligations arising under this clause to insure such confidentiality.

69. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third party agents, including but not limited to subcontractors of the Authorized User, relating to delivery of product or coordination of services.

70. CONTRACT TERM - EXTENSION In addition to any stated renewal periods in the Contract, any contract or unit portion thereof let by the Purchasing Agent may be extended by the Purchasing Agent for an additional period(s) of up to one year (cumulatively) with the written concurrence of the Contractor.

71. WARRANTIES & GUARANTEES Contractor hereby warrants and guarantees:

- (a) To fully defend, indemnify and save harmless the County, Authorized Users and their respective officers, agents and employees from suits, actions, damages and costs of every name and description arising out of the acts or omissions of Contractor, its officers, employees,

subcontractors, partners, or agents, in any performance under this contract including: i) personal injury, damage to real or personal tangible or intangible property, without limitation; ii) negligence, either active or passive, without limitation, or iii) infringement of any law or of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or other third party intellectual proprietary rights, without limitation, provided that the County or Authorized User shall give Contractor: (a) prompt written notice of any action, claim or threat of infringement suit, or other suit, promptness of which shall be established by Authorized User upon the furnishing of written notice and verified receipt, (b) the opportunity to take over, settle or defend such action, claim or suit at Bidders sole expense, and (c) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the County or Authorized User may require Bidder/Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Purchasing Agent shall require.

(b) Contractor warrants full ownership, clear title free of all liens, or perpetual license rights to any Products transferred to Authorized User under this Contract, and Contractor shall be solely liable for any costs of acquisition associated therewith without limitation. Contractor warrants that Authorized User will have undisturbed, peaceful use of the Products, including, without limitation, software, object or source codes, custom programming or third party intellectual property rights incorporated or embedded therein, and training modules or Documentation. Contractor fully indemnifies the County and Authorized User for any loss, damages or actions arising from a breach of said warranty without limitation.

(c) To pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees and give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the contract.

(d) Unless recycled or recovered materials are available in accordance with the "Recycled & Recovered Materials" clause, Product offered shall be standard new equipment, current model of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturers recommendations and standard practice. Every Product, including any substituted or replacement unit delivered, must be guaranteed against faulty material and workmanship for a period of one year from and after the date the unit is accepted unless otherwise specified by the County or Authorized User. Notwithstanding the foregoing, when the manufacturers standard guarantee for Product or any component thereof exceeds one year, the longer guarantee period shall apply to such unit or component thereof delivered under this contract. Furthermore, the Contractor agrees to extend its warranty period with regard to any Product delivered by the cumulative periods of time, after notification, during which the Product requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers or employees. If during the regular or extended warranty periods faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective goods during the warranty periods shall be borne solely by the Contractor, and the County or Authorized User shall in no event be liable or responsible therefore. This warranty shall survive any termination of the contract in accordance with the warranty term.

(e) Where the provision of services requires the replacement or repair of Product, any replaced or repaired component, part or Product shall be new and shall, if available, be replaced by the original manufacturers component, part or Product. All proposed substitutes for the original manufacturers installed Product must be approved by the Authorized User before installation. The Product or part shall be equal to or of better quality than the original Product being replaced. Any Product replaced by the Contractor under the contract shall be guaranteed for one (1) year from the date of replacement and replaced at no cost to the Authorized User if found defective during that time.

(f) Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Purchasing Agent that it meets or exceeds all requirements of the bid and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for workman's compensation, and shall provide such proof as required by the Purchasing Agent. Failure to do so may constitute grounds for the County to cancel or suspend this contract, in whole or in part, or to take any other action deemed necessary by the Purchasing Agent.

The Contractor further warrants and guarantees:

i. His/Her/Its products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.

ii. To furnish adequate protection from damage for all work and repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.

iii. To carry adequate insurance to protect the County from loss in case of accident, fire, theft, etc.

iv. That all deliveries will be equal to the accepted bid sample.

v. That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the County. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the County.

vi. That all manufacturers product warranties and guarantees shall be furnished to the County, and that the County's rights thereunder shall not be in any way impaired or limited.

GENERAL

72. APPLICABILITY In addition to the terms contained in **Part I (General - All Procurements)**, the terms contained in **Part II (Software & Technology Procurements)** apply to software and technology procurements.

73. DEFINITIONS - Part II

DOCUMENTATION The complete set of manuals (e.g. user, installation, instruction or diagnostic manuals) in either hard or electronic copy, necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product in accordance with the license rights.

ENTERPRISE The business operations in the United States of a Licensee or Enterprise Participant, without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of Licensee or Enterprise Participant. For the County of New York, "business operations" shall be defined as the business operations of all Agencies, as defined in Part I.

ENTERPRISE LICENSE A contract which grants Enterprise Participants unlimited license rights to access, use and/or execute Product within the Enterprise.

ENTERPRISE PARTICIPANTS One or more Licensees, as defined in Part I, participating in an Enterprise License.

LICENSE EFFECTIVE DATE The date Product is delivered to an Authorized User. Where a License involves Licensees right to copy a previously licensed and delivered Master Copy of a Program, the license effective date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

LOGICAL PARTITION A subset of the processing power within a CEC which has been divided through hardware and/or software means (i.e. *Processor Resources/System Manager [PR/SM]*) so as to limit the total processing power which is accessible by an operating system image by individual users or individual software products.

OBJECT CODE The machine executable code that can be directly executed by a computers central processing unit(s).

PHYSICAL PARTITION A subset of the processing power within a CEC which has been derived through hardware means so as to limit the total processing power accessible by an operating system image by individual users or individual Products.

SITE The location (street address) where Product will be executed.

SOURCE CODE The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine Object Code.

TERMS OF LICENSE The terms and conditions set forth in the Contract which are in effect and applicable to a Product order at the time of order placement, and only such additional terms as are consistent therewith or more advantageous to the Authorized User as are set forth on the individual Product order form executed and approved by both Authorized User and Contractor.

VIRUS Any computer code, whether or not written or conceived by Contractor, which disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer.

TERMS AND CONDITIONS

74. SOFTWARE LICENSE GRANT *Unless otherwise set forth in the Bid Specifications or Contract, where Product is acquired on a licensed based the following shall constitute the license grant:*

(a) **License Scope** Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product with other product within its business enterprise in the United States. Licensee shall have the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the product, provided that any modifications, however extensive, shall not diminish manufacturers proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

(b) **License Term** The license term shall commence upon the License Effective Date. Where the terms of license permit licensing on a non-perpetual basis, the license term stated in

the Contract shall be extended by the time periods allowed for testing and acceptance.

(c) Licensed Documentation Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product. If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractors expense: a) One (1) hard copy and One (1) Master Electronic Copy of the Documentation in diskette or CD-ROM format; or b) hard copies of the Product Documentation by type of license in the following amounts, unless otherwise mutually agreed:

- Individual/Named User License – 1 copy per License
- Concurrent Users – 8 copies per site
- Processing Capacity – 8 copies per site

(d) Product Use Product may be accessed, used, executed, reproduced, displayed, performed by Licensee to service all Authorized Users of the machine on which Product is installed, up to the capacity measured by the applicable licensing unit stated in the terms of license (i.e. payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation).

(e) Permitted License Transfers As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Authorized User site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior site. There shall be no additional license or other transfer fees due Contractor, provided that: i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site. (e.g., named users, seats, or MIPS); and ii) that, if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee.

(f) Restricted Use By Outsourcers / Facilities Management, Service Bureaus / or Other Third Parties Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: 1) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and 2) such party has executed, or agrees to execute, the Product manufacturers standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("NonDisclosure Agreement"); and 3) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third party will maintain a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third partys compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the County or Licensee.

Any third party with whom a Licensee has a relationship for a state function or business operation, shall have the temporary right to use Product (using, for example, but not limited to, JAVA Applets), provided that such use shall be limited to the time period during which the third party is using the Product for the stated function or business activity.

(g) Archival Back-Up and Disaster Recovery Licensee may use and copy the Product and related Documentation in connection with: 1) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures in the event of destruction or corruption of the Product or disasters or emergencies which require Licensee to restore backup(s) or to initiate disaster recovery procedures for its platform or operating systems; 2) reproducing a reasonable number of copies of the Product and related documentation for cold site storage. "Cold Site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and after the declaration by the Licensee of a disaster; 3) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed under paragraph (F) above. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development.

(h) Confidentiality Restrictions The Product is a trade secret and proprietary product. Licensee and its employees will keep the Product strictly confidential, and Licensee will not disclose or otherwise distribute or reproduce any Product to anyone other than as authorized under the terms of license. Licensee will not remove or destroy any proprietary markings of Contractor.

(i) Restricted Use by Licensee Except as expressly authorized by the terms of license, Licensee shall not:

- a. Copy the Product;
- b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Product;
- c. Distribute, disclose, market, rent, lease or transfer to any third party any portion of the Product or the Documentation, or use the Product or Documentation in any service bureau arrangement;
- d. Disclose the results of Product performance benchmarks to any third party who is not an Authorized User without prior notice to Contractor;
- e. Export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.

75. ENTERPRISE LICENSE OPTION FOR SOFTWARE Multiple Authorized Users may license any Product offered under the Contract on behalf of their collective business operations. An Enterprise License shall incorporate the terms set forth in this Part II and the pricing set forth in the Contract, and additionally the following terms:

(a) Enterprise – Defined Any Authorized User may be an Enterprise Participant. Enterprise Participants will be enumerated in the Enterprise License, including: i) contact name, ship to and main billing address of each Enterprise Participant, ii) street address of the included End User sites of each Enterprise Participant. The originally defined Enterprise may be modified at any time thereafter, including deletion or addition of Enterprise Participants, sites ownership to" locations, provided that Contractor is given written notice and that any additional capacity required by such addition is licensed in accordance with the Enterprise License terms.

(b) Product Use Product licensed under this Enterprise Option shall be licensed with the rights set forth in this Part II, without reference to a specific designated system or Licensee, up to the maximum licensed capacity. Product may be used and freely transferable anywhere

within the defined Enterprise, including higher or lower performance machines, and Enterprise Participants will not incur an increase in license, support or other charges provided that the aggregate utilization of the Product does not exceed the aggregate Enterprise Licensed capacity.

(c) Submission of Orders, Billing and Usage Reporting An Enterprise may be established for order placement and billing as either a “single” or “multiple” point of contact, at Licensees option. Where designated as a “single”, one Enterprise Participant shall be designated as the lead agency and central point for submission of Purchase Orders, usage reporting and billing. Where designated as “multiple” point of contact, each designated Enterprise Participant shall be responsible for submission of Purchase Orders, reporting and billing with regard to its use of Enterprise Licensed Product. For either single or multiple point of contact Enterprises, a) Contractor agrees to hold each Enterprise Participant solely responsible for payment and performance; and b) Contractor shall be responsible for furnishing an annual report to each designated point of contact summarizing overall Enterprise License activity for the preceding twelve months.

(d) Shipping / Delivery Contractor shall be responsible for delivery of Master Copies of Enterprise Licensed Product and documentation to Enterprise Participants. Within either “Single” or “Multiple” Enterprise Licenses, shipping and delivery of Master Copies of Product and Documentation shall be the responsibility of Contractor to each “ship to” location specified on the Purchase Order(s). Distribution and installation of Enterprise Licensed Product to End Users at a site shall be the responsibility of the Licensee.

(e) Enterprise Operating Systems Unless otherwise specified by the parties, up to ten (10) hardware/operating system combinations for Product shall be included at no additional charge. The initial ten hardware/operating systems may be specified at any time within five (5) years of the Enterprise License effective date. Additional hardware/operating systems beyond the initial ten (10) may be specified at anytime by the Enterprise, however if additional copies of Product are required for hardware/operating systems beyond the initial ten, the cost for such systems will be as mutually agreed between the parties.

(f) Product Acceptance Each Enterprise Participant shall have a right of acceptance, as set forth above in this Part II, only for the first copy of Product for its site(s).

(g) Enterprise Fees Enterprise License Fees shall be set forth in the Contract. Notwithstanding the foregoing, the Product license fees for additional copies or units of capacity for Enterprise licensed Product shall not increase by more than six percent (6%) annually each year during the Enterprise License term. Contractor may offer additional discounts/incentives for Enterprise Participants as may be mutually agreed between the parties. Enterprise Participants shall be entitled to aggregate the volume of all Enterprise Participants for purposes of establishing any applicable discounts under the Contract, and Enterprise Licensed Volume shall be aggregated with volume of non-Enterprise Licensed Product otherwise purchased under the centralized Contract. Upon termination of the Enterprise, Enterprise Participants have the right to acquire additional capacity or users at the Enterprise License price for twelve months after the termination of the Enterprise License.

(h) Technical Support Unless otherwise mutually agreed, technical support is optional and may be elected individually by Product by each Enterprise Participant. Where an Enterprise Participant is under a current maintenance or technical support contract, such Enterprise Participant shall be entitled to credit any support paid covering any portion of the Enterprise License Term to the fees due under the Enterprise license.

Enterprise Participants shall have the right to partially or wholly de-support a subset of unused Enterprise licensed capacity upon written notice to Contractor at the end of any then -

current technical support term without penalty or charge. The capacity for a Program license which has been de-supported must remain inactive and may not be used within the Enterprise unless technical support for such capacity has been reinstated. In the event of de-support, Contractor reserves the right to reasonably determine compatibility of future releases or new programs prior to shipment.

(i) Merger of Two or More Enterprises Two or more Enterprises may be merged to form a larger Enterprise for the purpose of sharing and exchanging data at no additional license fee provided that participants give Contractor notice of such merger and that the combined capacity does not exceed the maximum capacity of the individual licenses.

(j) "Nested" Enterprises Individual Enterprise License participant(s) may license additional capacity or products for the specific use of a subset of the larger enterprise. Said participant(s) must certify in writing to Contractor that such use is only by the enumerated subset of participants.

(k) Default A default by any Enterprise Participant shall entitle the Contractor to the remedies against such participant under the Contract, but shall not be deemed a default by the remaining non-defaulting Enterprise Participants.

76. PRODUCT ACCEPTANCE Unless otherwise provided in the Bid Specifications, the County and/or Authorized User(s) shall have sixty (60) days from delivery to accept Product. Failure to provide notice of acceptance or rejection by the end of the period provided for under this clause would constitute acceptance by the County or Authorized User(s) as of the expiration of that period.

Unless otherwise provided in the Bid Specifications, The County or Authorized User shall have the option to run acceptance testing on the Product prior to acceptance, such tests and data sets to be specified by User. Where using its own data or tests, The County or Authorized User must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the County or Authorized User, and shall be made part of the Contractors standard documentation. The test data shall remain accessible to the County or Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within sixty (60) days from delivery, and the Contractor or Product is responsible for the delay, The County or Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for another sixty (60) day increment. The County or Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the County or Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the The County or Authorized Users agents or employees. Said costs shall be limited to fees paid to Contractor, if any, or any liability for costs incurred at the direction or recommendation of Contractor.

77. AUDIT OF LICENSED PRODUCT USAGE Contractor shall have the right to periodically audit, at its expense, use of licensed Product at any site where a copy of the Product resides provided that: i) Contractor gives Licensee or Enterprise Participants at least thirty (30) days advance notice, ii) such audit is conducted during such party's normal business hours iii) each Licensee or Enterprise Participant is entitled to designate a representative who shall be entitled to participant and simultaneously review all information obtained by the audit, and shall be entitled to copies of all reports, data or information obtained by the Contractor; and iv) if the audit shows that such party is not in

compliance such party shall be liable for the unlicensed capacity and shall be required to purchase the additional units or rights necessary to bring it into compliance.

78. OWNERSHIP / TITLE TO CUSTOM PRODUCTS OR PROGRAMMING Where contract deliverables include custom products or programming, title, rights and interests to such Product(s) shall be determined as follows:

(a) Definitions

Product For purposes of this section, the term “Product” shall have the meaning set forth in Part I of these *General Specifications*, which includes, but is not limited to: software applications or programming, programming tools, documentation (including user or training manuals), modules, interfaces, templates, and other elements such as utilities, subroutines, algorithms, formulas, source code, object code, reports, drawings, or data.

“Existing Product” is defined as any proprietary material(s) existing or developed independently and not at the expense of Licensee.

“Custom Product” is defined as any material(s), exclusive of Existing Product, created, prepared, written, compiled or developed by Contractor, or anyone acting on his behalf for The County or Authorized User pursuant to the Contract.

(b) Contractor or Third Party Manufacturers Title to Existing Product Title to Existing Product(s) does not transfer. With respect to such Existing Product(s), whether embedded in or operating in conjunction with Custom Product, Contractor warrants: a) all right, title and interest in Contractor Existing Product(s); or b) all license rights, title and interest in third party Existing Product(s), which include the right to grant to The County or Authorized User an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Product(s). Contractor hereby grants a irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Product(s) embedded in or transferred for use in conjunction with Custom Product(s). The Licensee agrees to reproduce the copyright notice and any other legend of ownership on any copies made under the license granted under this paragraph prior to distribution or use.

(c) Title to Custom Product Title to Custom Product(s), excluding Existing Product, shall be deemed the sole and exclusive property of the County or Authorized User, who shall have all right, title and interest (including ownership and copyrights). For the purposes of the federal copyright law, execution of this contract shall constitute an assignment of all right, title and interest in the Custom Product(s) by Contractor to the County or Authorized User. The County or Authorized User, in its sole discretion, reserves the right to sell Custom Product or to license them on an exclusive or non-exclusive basis to Contractor or other Third Parties. Contractor hereby agrees to take all necessary and appropriate steps to ensure that Custom Product is protected against unauthorized use, execution, reproduction, display, performance, or distribution by or through Contractor, its partners or agents. Notwithstanding this reservation of title, Contractor shall not be precluded from using the related or underlying general knowledge, skills and experience developed in the course of providing the Custom Product in the course of Contractor’s business.

(d) Acquisitions Funded By Tax Exempt Financing In addition to the foregoing rights under a, b and c, the sale or licensing of Custom Product or rights therein shall not occur until such Product or rights are or become useable, and shall be at fair market value which shall be determined at the time of sale or licensing. Any such transfer shall be pursuant to a separate written agreement. If the Contract deliverables are to be funded through tax exempt financing, the County or Authorized User may assign to a Trustee or other entity for security purposes County or Authorized Users ownership and license rights in Custom and Existing Products. Contractor will cooperate with the County or Authorized User to execute such other documents as may be appropriate to achieve the objectives of

this paragraph.

(e) Other Acquisitions (Not Funded by Tax Exempt Financing) In addition to the rights set forth above (paragraphs “a”, “b” and “c”), the County or Authorized User reserves the right to transfer any or all rights to Custom Materials on an exclusive or non-exclusive basis. Where such transfer (sale or licensing) is provided in the Bid Specifications, Contractor shall include a purchase price for such rights in its bid. Such price shall be offered as a deduction from Contractor’s overall Bid or Project Bid price, and shall be weighted as set forth in the bid evaluation criteria, if any. Such rights shall transfer to the successful Bidder/Contractor upon successful completion and acceptance by the County or Authorized User of all contract deliverables. Contractor will cooperate with the County or Authorized User to execute such other documents as may be appropriate to achieve the objectives of this paragraph.

79. PROOF OF LICENSE The Contractor must provide to each Licensee who places a Product order either: a) the Product manufacturer’s certified License Confirmation Certificates in the name of each such Licensee; or b) a written confirmation from the Product manufacturer accepting Contractors Product invoice as proof of license. Bidder or Contractor shall submit a sample manufacturers certificate, or alternatively such written confirmation from the manufacturer, with the Bid or Contract. Such certificates must be in a form acceptable to the Licensee.

80. PRODUCT VERSION Product orders shall be deemed to reference Manufacturers most recently released model or version of the Product at time of delivery, unless an earlier model or version is specifically requested in writing by the County or Authorized User and Contractor is willing to provide such version.

81. MIGRATION TO CENTRALIZED CONTRACT The County or Authorized User may obtain additional Product authorized under this contract, (e.g., licensed capacity upgrades, new releases, documentation, maintenance, consulting or training) whether or not Product was initially obtained independently of this contract. The County or Authorized Users election to obtain additional Product shall not operate to diminish, alter or extinguish rights previously granted.

82. NOTICE OF PRODUCT DISCONTINUANCE In the event that a Product manufacturer proposes to discontinue maintenance or support for Product, Contractor shall (1) notify the County and each Authorized User in writing of the intended discontinuance, and (2) continue to provide maintenance and support for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than eighteen (18) months from the date of notice, and (3) at The County or Authorized Users option, either a) provided that the County or Authorized User is under maintenance, provide the County or Authorized User with either a Product replacement with equivalent functionality at no additional charge, or b) provide County or Authorized User with the source code for Licensed Product at no additional charge to enable it to continue use and maintenance of the Product.

83. REINSTATEMENT OF MAINTENANCE The County or Authorized User shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon written notice to Contractor. In the event that The County or Authorized User discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor at rates which would have been due under the contract for the period of time that such maintenance had lapsed, or for twelve months, whichever is less.

84. NO HARDSTOP / PASSIVE LICENSE MONITORING Contractor hereby represents, warrants and covenants that the Product and all Upgrades do not and will not contain any computer code that would disable the Product or Upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as “time bombs”, “time locks”, or “drop dead” devices) or that would permit Contractor to access the Product to cause such disablement or

impairment (sometimes referred to as a “trap door” device). Contractor agrees that in the event of a breach or alleged breach of this provision that The County or Authorized User shall not have an adequate remedy at law, including monetary damages, and that The County or Authorized User shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which The County or Authorized User shall be entitled.

85. ADDITIONAL WARRANTIES / GUARANTEES Where Contractor or Product manufacturer offers additional or more advantageous warranties than set forth herein, Contractor shall offer or pass through any additional or more advantageous warranties to The County or Authorized Users. In addition to the ‘Warranties/Guarantees’ set forth in Part I, Contractor makes the following warranties.

(a) Product Performance Warranty Contractor represents and warrants that the Products delivered pursuant to this contract conform to the manufacturers specifications, performance standards, and documentation and that the documentation fully describes the proper procedure for using the Products in an efficient manner. Contractor does not warrant that software is error-free.

In the event that Contractor does not remedy a substantial breach of this warranty within the cure period, Licensee shall also have the right to terminate any payments due Contractor, with a refund of the any fees prospectively paid from the date of breach.

(b) Year 2000 Warranty For all procurements of Product, Contractor must furnish a warranty statement in accordance with the NYS Standard Year 2000 Warranty Compliance Statement set forth in Part I at the time of bid for agency specific contracts or product order for centralized contracts.

(c) Virus Warranty Contractor represents and warrants that Licensed Software contains no known viruses. Bidder is not responsible for viruses introduced at Licensees site. For purposes of this provision, “Virus” shall have the meaning set forth in Part II, “Definitions”.

A breach of any of the foregoing shall be deemed a material breach of the Contract or any License granted thereunder. The defaulting party shall be given written notice of a warranty breach under this section and shall have a thirty (30) day period to cure such breach.

86. INDEMINIFICATION THE WARRANTIES SET FORTH IN THESE GENERAL SPECIFICATIONS (PARTS I and II) ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Contractor shall defend, indemnify and save harmless the County and Authorized Users from suits, actions, claims, damages and costs arising under or connected to Contractors actions, and except where express loss liabilities set forth elsewhere in the Contract provide for a higher loss limitation liability than as set forth in this paragraph, or where such express provisions impose Contractor liability on “without limitation”, the total liability of Contractor for such claim(s), regardless of the nature and basis for the claim, shall not exceed two (2) times the fees paid for the applicable Product. For any suit, action, claim, damages or costs arising under or are connected to personal injury or property damage, or breach of the title, patent and copyright warranties, Contractor shall be fully liable without limitation.

The County or Authorized User may retain such moneys from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted by or against the County or Authorized User, provided however, that Contractor shall not indemnify each such entity to the extent that any claim, loss or damages arising hereunder is caused by the negligence act or failure to act of said entity.

87. SOURCE CODE ESCROW FOR LICENSED PRODUCTS If source code or source code escrow is offered by either Contractor or Product manufacturer/developer to any other commercial customers, Contractor either: i) will provide Licensee with the Source Code for the Product; or ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the County, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the County, or iii) will certify to the County that the Product manufacturer/developer has named the County, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the County and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product in the same manner as provided above. Contractor shall identify the escrow agent upon commencement of the contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph.

The County may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.

ESSEX COUNTY PURCHASING
7551 COURT STREET – PO BOX 217
ELIZABETHTOWN, NY 12932

NON-BIDDER RESPONSE

Bid/RFP Name: _____

The Essex County Purchasing Department is interested in the reasons why bidders fail to submit bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- Could not meet specifications or Scope of Services.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance Requirements are too restricting.
- Bond requirements are too restricting.
- Specifications or Scope of Services not clearly understood or applicable (too vague, too rigid, etc.)
- Project not suited to firm,
- Quantities too small.
- Insufficient time allowed for preparation of bid.
- Other reasons; please state and define:

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-			-			
OR										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

PROPOSAL DOCUMENTS

DESCRIPTION

Vendor Responsibility Questionnaire	[Have Notarized]
Certification of Compliance With Iran Divestment Act	[Have Notarized]
Non-Collusive Bidding Certification	[Have Notarized]

**ESSEX COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: ____PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS A) FEIN # B) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number Email			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS			
A) NAME	TITLE	B) NAME	TITLE
C) NAME	TITLE	D) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKE A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor ____ YES ____ NO			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		____ YES ____ NO	
b) An officer of any political party organization in Essex County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		____ YES ____ NO	

16. WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL, OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:

- a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; ___ YES ___ NO
2. been disqualified for cause as a bidder on any permit, license, concession, franchise or lease;
3. entered into an agreement to a voluntary exclusion from bidding/contracting;
4. had a bid rejected on an Essex County contract for failure to comply with the MacBride Fair Employment Principles;
5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;
6. had a status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;
7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;
8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or
9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.
- b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ___ YES ___ NO
- c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: ___ YES ___ NO
1. federal, state or local health laws, rules or regulations

17. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES' HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?

___ YES ___ NO

Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each items as "open" or "unsatisfied".

18. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:

- a) file returns or pay any applicable federal, state or city taxes?
Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability. ___ YES ___ NO
- b) file returns or pay New York State unemployment insurance?
Indicate the years the vendor failed to file/pay the insurance and the current status of the liability. ___ YES ___ NO
- c) Property Tax
Indicate the years the vendor failed to file. ___ YES ___ NO

19. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES' WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?

___ YES ___ NO

Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.

20. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT?

Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.

___ YES ___ NO

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:

- a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

___ YES ___ NO

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this _____
day of _____, 20__

Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION

1. By submission of this bid, the undersigned bidder and each person signing on behalf of such bidder certifies and in the case of a joint bid each party thereto certifies as to its own organization — UNDER PENALTY OF PERJURY, that to the best of the undersigned’s knowledge and belief:

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

2. The undersigned acknowledges and agrees that a bid shall not be considered for award nor shall any award be made where any of the above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where one or more of the above has/have not been complied with, the bid shall not be considered for award nor shall any award be made unless the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

3. The undersigned also acknowledges and agrees that the fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1 above.

4. The undersigned further acknowledges and agrees that any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a bidder which is a corporation or a limited liability company for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in paragraph 1 of this certificate, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation or limited liability company.

Name of Bidder: _____
(print full legal name)

Date Signed: _____ Signature: _____

Name of Person Signing Certificate: _____
(print full legal name of signer)

Bidder is (check one): an individual, a limited liability partnership, a limited liability company,
 other entity (specify): _____

CONTRACTOR'S ACKNOWLEDGEMENT

(If Corporation)

STATE OF NEW YORK) SS:
COUNTY OF ESSEX)

On this _____ day of _____ 20____, before me personally came _____
_____ to me known, and known to me to be the _____
of the Corporation described in and which executed the within instrument, who being duly sworn did depose
and say that he, the said _____ reside at _____ and
that he is _____ of said corporation and knows the corporate seal of the said
corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by
order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

CONTRACTOR'S ACKNOWLEDGEMENT

(If Individual)

STATE OF NEW YORK) SS:
COUNTY OF ESSEX)

On this _____ day of _____ 20____, before me personally came
_____ to me known, and known to me to be the same
person described in and who executed the within instrument and he duly acknowledged to me that he executed
the same for the purpose herein mentioned and, if operating under and trade name, that the certificate required
by the New York State Penal Law, Sections 440 and 440-b has been filed with the County Clerk of Essex
County.

Notary Public

CONTRACTOR'S ACKNOWLEDGEMENT

(If Co-Partnership)

STATE OF NEW YORK) SS:
COUNTY OF ESSEX)

On this _____ day of _____ 20____, before me personally came
_____ to me known, and known to me to be a member of the firm of and
the person described in, and who executed the within instrument in behalf of said firm for the purposes herein
mentioned and that the certificate required by the New York State Penal Law, Sections 440 and 440-b has been
filed with the County Clerk of Essex County.

Notary Public