REQUEST FOR QUALIFICATIONS

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 4:00 P.M. on December 27, 2019 for Counsel at First Appearance Services.

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 – COUNSEL AT FIRST APPEARANCE" 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 19, 2019

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 from qualified firms to provide Counsel at First Appearance Services for the County.

Proposal submissions must be received no later than 4:00 P.M. on December 27, 2019, and should be submitted to:

Linda M. Wolf, CPA
Purchasing Agent
Essex County Government Center
7551 Court Street, P.O. Box 217
Elizabethtown, New York 12932

Two (2) hard copies of each proposal must be received in a sealed package with the designation "SEALED PROPOSAL – COUNSEL AT FIRST APPEARANCE" 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, CPA, Purchasing Agent at (518) 873-3332.

B. Term of Engagement

The term will cover one year. The contract will include an option exercisable by the County for COUNSEL AT FIRST APPEARANCE services for the one additional year by mutual consent. 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. Scope of Work to be performed

The firm selected will be required to perform all services and duties customarily and usually performed by criminal defense counsel during an arraignment. Such services include, but are not necessarily limited to, the following:

1) Meeting with the criminal defendant privately, interviewing the client, reviewing the accusatory instruments, evaluating the case and fully representing the defendant throughout the initial arraignment.

2) Keeping proper records of the client, the assignment, dates, services and nature of the service and amount of time expended.

3) Immediately advising Essex County or the Essex County Assigned Counsel Administrator of the arraignment and transmitting all documents, notes and record of the proceeding in counsel's possession immediately upon arraignment and no later than the next business day after the arraignment.

4) The rendition of services shall comply with all existing and future federal, state and municipal laws, ordinances, regulations, uniform trial rules, disciplinary rules and canons.

5) The attorney further represents that he or she holds a license or operating certificate necessary for his or her services in full force and effect and will be responsible for maintaining said license or operating certificate in full force and effect throughout the term.

6) The attorney shall immediately evaluate the case upon receipt and immediately inform the Assigned Counsel Administrator or other official of any conflict of interest.

7) The attorney will carry professional liability insurance in an amount acceptable to the County and shall serve harmless to County from all claims, demands and causes of action arising of commission or omission of the attorney contractor.

8) Criminal defendants charged with D felonies or above in certain qualifying misdemeanors for arraignments between the hours of 8:00 a.m. and 8:00 p.m. Friday, Saturday and Sunday.

9) Awardee will also be responsible for arraignments which occur between 8:00 a.m. and 8:00 p.m., if the Public Defender's office is not available.

10) Awardee would be required to sign a contract with Essex County and will be independent contractors.

11) Awardee will be on-call and will be paid $200.00 to be on-call per day, and $100.00 per arraignment Friday, Saturday and Sunday between the hours of 8:00 a.m. and 8:00 p.m..

PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries – Inquiries concerning the request for proposals and the subject of the request for proposals must be made to:

   Linda M. Wolf, CPA
   Purchasing Agent
   Essex County Government Center
   7551 Court Street, P.O. Box 217
   Elizabethtown NY 12932
   518-873-3332

2. Safeguarding of "Confidential" Information – Any trade secrets or other data which the proposer does not wish disclosed to other than County personnel involved in the evaluation or contract administration will be kept confidential if identified as follows: Each page shall be identified in boldface at the top and bottom as "Confidential"; and any section of the proposal, which is to remain confidential, should, in addition, be so marked in boldface on the title page of that section. Net cost information may not be deemed confidential.

3. Cost for proposal preparation – Any costs incurred by a firm in preparing or submitting proposals are the proposer's sole responsibility. The County will not reimburse any proposer for any costs incurred prior to award.

4. Declination to Submit Proposal – Any firm which receives a copy of this RFP but which declines to submit a proposal is requested to notify the County by phone or in writing of such declination.

5. Exceptions – Any exceptions to terms, conditions, or other requirements in any part of the RFP must be clearly pointed out in a distinct section of the appropriate cost proposal or technical proposal. Otherwise, the County will consider that all items proposed are in strict compliance with the RFP, and the successful proposer will be responsible for compliance.

6. Advertising – In submitting its proposal, the proposer agrees not to use the results there from as a part of any news release or commercial advertising without written approval of the County.

7. Confidentiality of Proposals – In submitting a proposal, the proposer agrees not to discuss or otherwise reveal his technical or cost information to any other sources, government or private, until after the award of the contract. Proposers not in compliance with this provision may be disqualified, at the option of the County, from

contract award. Only discussions authorized by the County are exempt from this provision.

8. Right to Submitted Materials – All responses, inquiries, or correspondence relating to or in reference to this RFP, and all other reports, charts, display, schedules, exhibits and other documentation submitted by the proposers, will become the property of the County when received.

9. Legal Compliance – Under penalty of perjury, the signer of any proposal submitted in response to this RFP thereby certifies that this proposal has not been arrived at collusively nor otherwise in violation of any Federal or State laws, rules or regulations.

10. Proposer's Representatives - Proposers shall submit the name, address, and telephone number of the person(s) with the authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

11. Submission of Proposals - The following material is required to be received by December 27, 2019 for a proposing firm to be considered:

    a. Two (2) copies of the "Technical" proposal to include the following:

    (i) Title Page – Title page showing the request for proposals subject; the firm's name; the name, address, and telephone number of the contract person; and the date of the proposal.

    (ii) Table of Contents

    (iii) Transmittal Letter – A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the services, and a statement that the proposal is a firm and irrevocable offer.

    (iv) Detailed Proposal (see B below)

B. Proposal

1. General Requirements – The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to contract for Criminal Counsel at First Appearance with the County.

   The proposal should address all the points outlined in the request for proposals. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals.

2. License to Practice in New York State – An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in New York State.

3. Firm Qualifications and Experience – The proposer should state the date established and locations of all offices. Names and biographical sketches of bond attorneys who will be assigned to this project.

4. Prior Engagements with the County – List separately all engagements within the last three (3) years, for the County by type of engagement. Indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

5. List involvement in Criminal Defense, Felonies and Misdemeanors.

6. List Other Criminal Defense Legal Services related to this request.

7. Provide an up to date resume and references.

EVALUATION PROCEDURES

A. Review of Proposals

The Selection Committee will review qualifications of the proposals. Firms with unacceptably low technical qualifications will be eliminated from further consideration.

After the qualifications for each firm has been established, the dollar cost bid will be examined.

The County reserves the rights to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

B. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria that will be considered during the evaluation process.

1. <u>Mandatory Elements</u>

a. The firm has no conflict of interest with regard to any other work performed by the firm for the County.

b. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal

2. <u>Technical Quality (Maximum Points – 100)</u>

Expertise and Experience (maximum points – 100)

a. The firm's past experience and performance in comparable legal defense.

b. The local firm's commitment to criminal defense including professional memberships.

c. Other specific experience and projects completed by the local firm to assist submitted.

Total maximum points 100 points

C. Oral Presentations

During the evaluation process, the Selection Committee at their discretion may request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions that the Committee may

have on a firm's proposal. Not all firms may be asked to make such oral presentations.

D. Right to Reject Proposals

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.

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 it 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 it 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 Service's 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.

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 *IN NEW YORK STATE, if different from above*	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?
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service ____ YES ____ NO

b) An officer of any political party organization in Essex County, whether paid or unpaid?
List each individuals name, business title or consulting capacity and the official political position held with applicable service dates. ____ 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[1] 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[1] 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 Ration, Debt Ration, 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; 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.	____ YES ____ NO

[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.

ESSEX COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN # _____

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Essex in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Essex County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Essex County Purchasing Officer of any changes to the vendor's responses.

Name of Business: _____

Signature of Owner: _____

Printed Name of Signatory: _____

Title: _____

Address: _____ City, State, Zip: _____

Date: _____

Sworn before me this _____ day of

_____, 20___

_____
Notary Public

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