Purchasing Department

20 Ontario Street
Canandaigua New York 14424

Stacy L. Schmitt
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NOTICE IS HEREBY GIVEN

that the County of Ontario will receive Proposals for **Local Solid Waste Strategic Plan (R25038).** Such proposals must be filed with the Ontario County Purchasing Director, 20 Ontario Street, Canandaigua, New York 14424, on or before **4:00 PM prevailing time, February 27, 2025.**

All questions pertaining to this RFP shall be forwarded in writing to the Director of Purchasing at the address shown above.

Ontario County reserves the right to reject any or all proposals.

Stacy L. Schmitt
Buyer
Ontario County Purchasing

INFORMATION FOR PROPOSERS
Method of Award

This contract is a professional services contract, and as such is not subject to the competitive bidding requirements. The award of this contract will be based on:

1. Experience, Qualifications, and Capacity of the Consultant
2. Qualifications of the Project Team
3. Quality of the Proposals
4. Price

As part of their decision-making process, The County will evaluate and rank the proposals and interview one or more firms that submitted the highest ranked proposals. An administrative team will conduct interviews and make a recommendation to the County's Planning & Environmental Quality Committee. The Committee will then determine whether a recommendation to award a contract be made to the Ontario County Board of Supervisors. The Ontario County Board of Supervisors will make the final decision on whether to award a contract. The County reserves the right to award contract(s) to multiple vendor(s) as a result of this RFP. All vendor(s) awarded a contract will be notified by U.S. Mail. This will ensure the County access to services necessary to fulfill the contract requirements.

Vendor Questions

Questions regarding this RFP must be submitted in writing to the Ontario County Purchasing Department. Questions should be submitted in writing. The deadline for submitting questions is, February 18, 2025 by 12:00 pm. Questions will be answered in writing and if changes or additions to the scope or specifications become necessary, those changes or additions will be issued as addenda and posted to the Ontario County Purchasing Department website. Verbal responses from County employees or responses from staff other than the Purchasing Director must not be given or relied upon. In the event any such response is given; it should not be relied upon and is non-binding. Only that information which is distributed through written addenda will be binding upon the County.

Questions regarding the RFP must be directed to:

Ontario County Purchasing
20 Ontario Street
Canandaigua, NY 14424
Tel: (585) 396-4442 Fax: (585) 396-4250
Email: Purchasing@ontariocountyny.gov

NOTE: The County shall not be held responsible for the completeness or accuracy of any RFP documents received by a vendor that were not directly issued to that vendor by the County Purchasing Department or found on the County website. Any vendor submitting a proposal based on incomplete or inaccurate information resulting from documentation received from any third party, shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with the County Purchasing Department.

It is HIGHLY suggested that all vendors interested in participating in this RFP, contact the County Purchasing Department directly to assure they have received the most accurate and up to date material concerning this contract.

Submission of Vendor's Proposal

One (1) ORIGINAL, two (2) HARD-COPY SIGNED response – clearly labeled as original must be submitted in a sealed package and One (1) COMPLETE ELECTRONIC COPY must be emailed to Purchasing@ontariocountyny.gov noting the RFP number R25038 in the subject line.
If only hardcopy is submitted, five (5) copies are required along with the one (2) signed original.
The sealed package must be marked on the outside with the following information:
Title of RFP and RFP Number
Due Date and Time
Company Name and Address
This must be received at the address below in the Ontario County Purchasing Department **on or before, February 27, 2025 at 4:00 p.m.** Eastern Standard Time:
ONTARIO COUNTY PURCHASING DEPARTMENT
20 Ontario Street
Canandaigua, New York 14424

The proposal submitted by the individual vendor(s) is the document upon which the County will make its initial judgment regarding the contractor's qualifications, understanding of the County's scope and objectives, and ability to complete services under the contract. It is the sole responsibility of the respondent to ensure that their response arrives prior to the receipt deadline.
Those submitting proposals do so entirely at their own expense. There is no expressed or implied obligation by the County to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing, or submitting additional information requested by the County, or for participating in any selection interviews and/or other processes
Submission of any proposal indicates acceptance of the conditions and the complete understanding of the requirements contained in this RFP unless clearly and specifically noted otherwise in the proposal.
The County reserves the right to reject any proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional proposals.

GENERAL INFORMATION

AWARD OF RFP:
The award, if any, will be made within forty-five (45) calendar days of the opening date. All successful vendor(s) shall be notified by the Ontario County Clerk of the Board of any contract(s) they have been awarded. Notice of award(s) shall be in the form of a copy of the resolution awarded by the Ontario County Board of Supervisors sent to all successful vendor(s) by U.S. mail. Unsuccessful vendors shall not be informed.

TERM OF CONTRACT:
Any contract resulting from this RFP shall be for a term of one (1) year.

PROHIBITION AGAINST ASSIGNMENT/TRANSER/SUBCONTRACT:
The vendor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this agreement, to any other person or corporation without previous consent, in writing, of the County.

NON-APPROPRIATIONS CLAUSE:
In accordance with New York State General Municipal Laws the County of Ontario will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the County harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the County. Issuance of a purchase order by the County indicates that the County currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Receipt of a resolution by the Ontario County Board of Supervisors is not in and of itself a binding contract with the County. Should it become necessary for the County to cancel a project or purchase after an order to proceed or purchase order has been issued, the County will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation (see Proposal Form for further notes).

NON-ASSIGNMENT:
In accordance with NYS General Municipal Law 109, at no time during the duration of any contract resulting from this RFP, shall the successful vendor be allowed to assign any portion of this contract to a third party without express written approval by the Ontario County Board of Supervisors.

TERMINATION:
The County, upon ten (10) calendar days' notice to the vendor, may terminate any contract(s) resulting from this RFP in whole or in part when the County deems it to be in its best interest, whether with or without cause. In such event, the vendor shall be compensated and the County shall be liable only for payment for goods, materials, equipment and/or services provided under any contract(s) awarded as a result of this RFP up to the effective date of termination.

In the event of a dispute as to the value of services rendered by the vendor prior to the effective date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the vendor. Such reasonable and good faith determination shall be accepted by the vendor as final.

In the event the County determines that there has been a material breach by the vendor of any of the terms of any contract(s) awarded as a result of this RFP and such breach remains uncured for five (5) days after service on the vendor of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate any contract(s) awarded as a result of this RFP and the County shall have the right, power and authority to complete that which is required by the contract awarded as a result of this RFP, and any additional expense or

cost of such completion shall be charged to and paid by the vendor. Service of notice hereunder shall be effective on the date of mailing.

PAYMENTS:
Payments to all vendors will be made within thirty (30) calendar days of receipt of an approved and accepted invoice by the County. If the contract is for equipment, the County will pay the vendor awarded the contract within thirty (30) calendar days of receipt and acceptance of the equipment as fully functional and operational including training of County staff by the vendor in the operation and maintenance of the equipment and upon receipt and approval of a correct invoice from the vendor. Prior to any vendor receiving payment, the County requires that all vendors have a current completed IRS form W-9 on file with the County Finance Department. The County may, at its option, audit such books and records of the vendor as are reasonably pertinent to a contract awarded as a result of this RFP to substantiate the basis for payment and compliance with the terms of the contract resulting from this RFP.

JUDGMENTS/LEGAL FINDINGS:
By submitting this proposal for consideration, the vendor affirms that they currently have no judgments or other legal findings nor have any pending judgments or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this RFP. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the County.

IRAN DIVESTMENT ACT:
By submitting a proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should Ontario County receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, Ontario County will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Ontario County shall take such action as may be appropriate and provided for by law, vile, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

Ontario County reserves the right to reject any proposal, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award

INDEPENDENCE:
The vendor expressly understands and agrees that it is and shall in all respects be considered an independent contractor. The vendor, its employees, partners, associates, subcontractors, subconsultants and any others employed or retained by the vendor in the performance of a contract resulting from this RFP, are not and shall not hold themselves out nor claim to be an officer or employee of the County, nor make claim to any rights accruing thereto, including but not limited to Workers Compensation, Unemployment Benefits, Social Security or retirement plan membership or credit. Further, vendor, by virtue of his/her independent contractor status, shall

under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this RFP, and agrees if the County were to be assessed a penalty related to this RFP that vendor will defend and indemnify the County for any said penalty or related penalty.

NON-DISCRIMINATION:
The vendor expressly agrees that:

(a) in the hiring of employees for the performance of a contract resulting from this RFP, neither the vendor, any subcontractor, nor any person acting on their behalf, shall discriminate against any person on the basis of any characteristic or classification protected under New York State or federal anti-discrimination laws, who is otherwise qualified and available to perform the work to which the employment relates; and

(b) neither the vendor, any subcontractor, nor any person acting on behalf of such vendor or subcontractor shall, in any manner, harass, discriminate against or retaliate against any employee hired for the performance of work under this Agreement on account of any characteristic or classification protected under New York State or federal anti-discrimination laws; and

(c) in the course of performance of work under a contract resulting from this RFP, neither the vendor, any subcontractor, nor any person acting on their behalf shall, in any manner, harass, discriminate against, or retaliate against any person on account of any characteristic or classification protected under New York State or federal anti-discrimination laws; and

(d) that there may be deducted from the amount payable to the vendor by the County under any contract resulting from this RFP a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and

(e) that any contract resulting from this RFP may be cancelled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of this section.

NO CONFLICT:
The vendor agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The vendor further agrees that, in the performance of a contract resulting from this RFP, no person having any such interest shall be employed by it.

The vendor represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the vendor to solicit or secure a contract resulting from this RFP, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the vendor) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making a contract resulting from this RFP. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate a contract resulting from this RFP without liability, and to deduct the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

COMPLIANCE:
The vendor shall comply, at its own expense, with the provisions of all federal, state and local laws, rules and regulations applicable to its performance of any contract resulting from this RFP and any terms and conditions of a grant associated with any contract(s) awarded as a result of this RFP.

DEFENSE AND INDEMNIFICATION:
The vendor agrees to the fullest extent of the law:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the vendor shall indemnify and hold harmless the County, its officers, employees and agents from

and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the vendor or third parties under the direction or control of the vendor; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in Sub-paragraph "(a)" above and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the vendor by the County of the County's receipt of a Notice of Claim, service of process or other demand or claim.

These defense and indemnification obligations shall survive the expiration or termination of any contract resulting from this RFP, whether occasioned by the contract's expiration or earlier termination.

EMPLOYEE VERIFICATION REQUIREMENTS:
All vendors and all municipal entities included under any contract(s) resulting from an award of this RFP are required to comply with all current state, federal and local laws, rules and regulations as they pertain to the verification of the ability of each employee to legally work in this state and country. This includes all employees, subcontractors and their employees engaged in work covered by said contract.

All vendors shall, upon request, supply the County with certified copies of U.S. Citizenship and Immigration Services Form I-9 for all employees, subcontractors and their employees. These forms should be on file at the vendor's home office and are available online at http://www.uscis.gov/files/form/i-9.pdf . By submitting a proposal for consideration by the County, the vendor acknowledges that it has complied with and will continue to comply with all regulations and statutes concerning the verification of employee status.

RECORDS:
All original records compiled by the vendor in performing under a contract resulting from this RFP, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The vendor may retain copies of such records for its own use.

MISCELLANEOUS:
If any provision of a contract resulting from this RFP is determined to be invalid or unenforceable, that shall not affect the validity or enforceability of the remaining portions of the contract resulting from this RFP. Any such invalid or unenforceable provision shall be modified so as to give effect to the original intent of the parties to the maximum extent possible. Each and every provision of law and clause required by law to be inserted in a contract resulting from this RFP shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law. Any contract resulting from this RFP shall be construed and enforced in accordance with the laws of the State of New York.

PROPRIETARY INFORMATION:
The proposal and any accompanying documentation submitted in the proposal shall become the property of the County and shall not be returned. The proposal shall be subject to the FOIL, Freedom of Information Law, so the proposers should identify any business information supplied in confidence, do not mark all pages confidential only those with truly proprietary information.

SPECIFICATIONS SUBMITTED BY: **Ontario County Sustainability & Solid Waste**
Ontario County Purchasing Department

SCOPE-OF-WORK (SCHEDULE A)

Ontario County is seeking proposals from a qualified firm(s) to assist the Department of Sustainability and Solid Waste Management in crucial solid waste planning processes. Specifically, the selected firm(s) will deliver a thoughtful and comprehensive five (5) year Strategic Plan that outlines the County's vision regarding waste reduction, innovative waste management and financially thoughtful and sustainable programs. Additionally, the selected firm(s) will use the vision developed through the Strategic Planning process to draft a ten (10) year Local Solid Waste Management Plan (LSWMP) in compliance with all applicable New York State Department of Environmental Conservation (NYSDEC) regulations. The LSWMP should be utilized to outline implementation goals and objectives that will assist the county in realizing the pillars of its new strategic plan. The chosen consultant(s) will work with County staff, elected officials, partner agencies, and other identified stakeholders to write the County's Plans.

The County is committed to working aggressively to move forward waste diversion policies and programs, as such it is expected that any firm(s) responding to this RFP produce a timeline for development of all draft plans that would allow for adoption by the end of the 2025 calendar year (or sooner as appropriate). Specifically, the proposed timeline must incorporate the Ontario County Planning and Environmental Quality Committee's and Board of Supervisor's meeting schedule to ensure action is taken to formally authorize submittal of the draft plan in the third or fourth quarter of this year.

BACKGROUND

Ontario County is a rural County located within the heart of the Finger Lakes, 40 minutes southeast of Rochester, NY. Just over 110,000 residents live within the 26 municipalities within the County's border. Ontario County government facilities are located on campuses in the City of Canandaigua, City of Geneva and the Town of Hopewell. The County owns a 2,999 tons per day Municipal Solid Waste Landfill located within the Town of Seneca, which has been in operation since the early 1970s. In 2003, the County entered into a twenty-five-year lease agreement with a private company, Casella, to operate the landfill on the County's behalf. Additionally, a single stream Materials Recovery Facility (MRF) is located on the landfill site. In December 2024, the Ontario County Board of Supervisors made a policy decision, memorialized in Resolution 663-2024, to cease landfill operations at the County owned landfill site at the end of the current lease term. With the exception of the landfill and recycling infrastructure, solid waste activities within the County have historically been performed on a municipal level. Within the county's borders 14 municipalities operate and maintain their own transfer station facilities. As such, the types of services provided vary greatly by municipality. Approximately 10% of the waste and recycling generated within Ontario County is collected at these facilities prior to being delivered to the landfill site. The majority of waste is handled and transported by private hauling companies.

Strategic Plan

In 2021, the Ontario County Board of Supervisors adopted a Strategic Plan for its Department of Sustainability and Solid Waste Management. The development of this plan involved engagement by County officials and staff, municipal partners, partner agencies and other external stakeholders. The existing vision that was developed illustrates how;

"Ontario County will be a leader in creating a community where managing resources responsibly is second nature. We will cultivate a reputation for being on the forefront of cutting-edge solutions that reduce waste effectively, create synergies in product creation and waste reuse opportunities, and motivate residents and businesses to adopt responsible behaviors that benefit the individual, community, economy and environment".

Four key focus areas were identified to move Ontario County programs in the direction of that vision. They include:

1. Equal & Adequate Access

2. Funding to Advance Department Goals

3. Legislation and Policies Aligned with the County's Plans for Solid Waste Management

4. Customized Education & Communication

Local Solid Waste Management Plan (LSWMP)

As a New York State Department of Environmental Conservation (NYSDEC) recognized Planning Unit, the County maintains a LSWMP with the goal of facilitating responsible waste management practices and ultimately reducing the amount of waste generated by County residents. The County strives to meet the diversion goals set forth in the plan by implementing various waste diversion programs and residential education outreach initiatives. In compliance with NYSDEC regulations, a new plan must be adopted every 10 years. The County's original LSWMP was adopted in 2014 and subsequently expired on December 31, 2023. In order to ensure the Board's decision regarding the use of the landfill site post 2028 could be incorporated into the plan, the Department of Sustainability & Solid Waste Management received a two-year extension on May 14, 2024, from NYSDEC, extending the life of the LSWMP until December 31, 2025.

Other Existing Plans and Studies

- Waste Stream Characterization Studies - In 2022 the County hired a consultant to perform a waste characterization study. The same consultant has been hired to perform a second waste stream characterization in the first quarter of 2025.
- Department Impact Flyers - Created on an annual basis. They highlight Department successes and track waste diversion percentages realized compared to those outlined within the County's existing plans.
- Solid Waste Management Program Assessment and Facility Consolidation Study- Conducted in 2021, the Study outlines the existing solid waste management infrastructure within the County, services provided and opportunities for efficiencies within those systems.

A copy of the Department's existing Strategic Plan, the County's Local Solid Waste Management Plan, all waste stream characterization data, Impact Flyers and referenced studies can be found on the County's recycling website, www.ontariocountyrecycles.org. Electronic copies can be provided upon request.

INTENT AND SCOPE

The County is seeking the services of a qualified consultant(s) or team of consultants with extensive knowledge and background in waste reduction and solid waste management. Specifically, the firm(s) should be able to demonstrate knowledge of and experience with New York State's Solid Waste Management Plan (December 2023), solid waste regulations, and creation of Local Solid Waste Management Plans.

The County's new plan must meet the regulatory requirements detailed in the seven sections outlined on NYSDEC website for LSWMP Development:

https://dec.ny.gov/environmental-protection/waste-management/solid-waste-management-planning/lswmp-development

Based on the County's existing goals for solid waste management, and the Board of Supervisors' December 2024 policy decisions recognizing the importance of waste diversion, the plan should incorporate all NYSDEC requirements, up to and including:

1. Review of existing LSWMP and biennial updates, specifically the implementation schedule.
2. Review of existing waste management data including:
    a. Annual NYSDEC landfill and recycling facility reports to inform discussion regarding Ontario County waste generation rates.
    b. The two county-wide waste characterization studies of municipal solid waste (MSW) generated in Ontario County.
    c. Waste diversion data consolidated and reported by the Department of Sustainability of Solid Waste Management.
3. The December 2024 policy decisions made by the Ontario County Board of Supervisors, committing to the end of landfilling at the existing landfill site at the end of the current lease term (December 31, 2028), and further directing the Department to prioritize waste diversion programs.
    a. Detail options for waste disposal post 2028.
    b. Provide information on the importance of waste reduction in reducing reliance on out of county disposal facilities.
    c. Provide options for innovative and comprehensive programs to maximize recycling, reuse and waste reduction, drawing on existing best practices and proven models.
4. Although not intended to limit the scope of 3.c. above, specific programs/projects to be considered for further inclusion/investigation within the plan (to the extent practical the financial investment associated with each opportunity should also be included):
    a. Construction of one or more organics management facilities and a utilization plan.
    b. Construction of one or more facilities for collection of special wastes (Household Hazardous Waste, electronics, mattresses, tires, etc.), and a utilization plan.
    c. Development of a county-wide reuse program.
    d. Construction and demolition debris recycling program.
    e. Evaluate the continuation/expansion of programs such as:
        i. Backyard composting.
        ii. Funding opportunities for municipalities and school districts to implement waste diversion projects.
        iii. Public outreach/education to residents.
    f. Waste characterization studies every two years.
    g. Establishment of a county transfer station to which waste generated in the county would be brought for transfer to a disposal facility after the county landfill closes.
5. Inventory of private facilities and programs that can aid in the efficient implementation of the County's goal.
6. Development of an implementation schedule that outlines, in detail, the key objectives of the plan and anticipated completion years.

Additionally, the consultant(s), or team of consultants, must be able to demonstrate past involvement with strategic planning. Experience in working with diverse groups of stakeholders to ensure creative involvement and effective facilitation to craft goals and focus areas is necessary. The Strategic Plan should be concise in its language and be a meaningful tool for staff and elected officials.

Strategic Plan process must include:

1. A plan for stakeholder engagement
2. Development of a Vision Statement
3. Strategy and Measures Development
4. Final Plan Development

These two plans must complement each other. The Strategic Plan will illustrate the vision for Ontario County's solid waste management culture, and the Local Solid Waste Management Plan will outline the implementation goals, policies and other tools that will assist the County in achieving that vision.

Deliverables

The primary deliverables include:

1. A comprehensive and articulate Strategic Plan (5-year term).
2. An organized and regulatory compliant LSWMP (10-year term), including an implementation schedule that fully addresses the intent and scope of this RFP, and will assist the County in making meaningful progress towards the vision outlined in the Strategic Plan.
3. Participation in regular meetings with a working group established to provide input and move planning forward.
4. Participation in Planning & Environmental Quality Committee Meetings and full Board of Supervisors' meetings as appropriate.
5. Preparation and delivery of a public presentation outlining the LSWMP components and goals in compliance with NYSDEC regulations.

Plans shall be formatted to allow easy tracking of plan implementation. Completed work products will be delivered to the County in both word and PDF formats that are suitable for distribution and review. Digital files shall not be so large as to inhibit distribution and /or printing.

Specifications

Proposal Format and Requirements

A. Applicants are to submit proposals in PDF format with (1) signed original, two (2) hardcopies required, PDF copies can be a emailed to Purchasing@ontariocountyny.gov.

B. If only hardcopy is submitted, five (5) copies are required along with the (1) signed original.

C. The separate sections of the proposal package should be clearly labeled as follows:

Section 1: Technical Proposal - The cover sheet of the technical proposal shall include the name, title, address, phone and email address of the contact person for this RFP

The Technical Proposal should include:

a. A brief description of the firm (or team of firms), emphasizing areas of expertise or focus of practice. Boilerplate and promotional materials are discouraged.

b. A list of recent relevant projects and a minimum of three client references for recent similar projects. Describe each project, including overall project budget and specific services performed. Provide the name, email address and telephone number of a client representative for each project.

c. A demonstration that the consultant understands the proposed project and its various tasks. Particular attention should be made to stakeholder engagement.

d. A description of the project approach, including a detailed description of the Consultant's proposed technical approach and scope of services for completing the project's tasks; proposed stakeholder participation process; proposed visits to study area; and other relevant information.

e. Statement of qualifications and experience of the firm's staff who will be assigned to the project.

f. Names, positions, responsibilities, and résumés, for key personnel, including the firm's proposed project manager who will serve as the County's primary contact during the term of the project. Consultant team members working on a particular project discipline or task, and any sub-consultants involved in the project shall be included. Also include the estimated number of hours and hourly rate for each professional assigned to the project. Completion of this project may require a combination of professionals and specialists involved in planning, design, technical assessments, project management, and legal issues. Given this variation, interested firms may create "consultant teams". One firm must be designated as the lead firm and shall be responsible for the management of subcontracts with other firms on the team.

g. A brief description of the consultant's firm, size and organizational structure, number of full-time and part-time employees, area of practice, and number of years the firm has been in the business of conducting the described services. Describe the firm's background, resources (financial and personnel), and capabilities in the relevant areas. ***NOTE**: Reference to the firm's web site with the needed information may be substituted and is preferred rather than paper copy.*

h. Target schedule for project, including anticipated meetings and task deliverables with approximate dates. The schedule provided must be in compliance with the proposed timeline referenced in the scope of work section of this RFP.

i. Indication that consultant is certified to do business in New York State and can comply with all federal and state contracting requirements.

j. Availability to meet with the County for an interview.

Section 2: Price Proposal - The price proposal must be separate from the technical proposal and clearly labeled as such. The price proposal shall be for a firm fixed price for the services to be provided.

The price proposal should include:

a. Budget for the entire project, and where applicable, disaggregated by component. Payments will be tied to task deliverables that are considered complete and acceptable by the County. All potential costs must be included in the budget.

b. Hourly billing rates for project personnel.

c. Proposers should assume a service agreement with the County from contract execution through project completion. Hourly rates for project personnel shall remain fixed for the entire duration of the contract.

d. This is a full-service contract. For purposes of this contract, "full service" shall mean that the Proposer's price proposal includes, but is not necessarily limited to: all labor and fees, all material and supplies, special requests; all administrative, reporting or other requirements, all overhead costs and profit. It shall also include all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. Details of service not explicitly stated in these specifications, but necessarily attendant to, are deemed to be understood by the Consultant and included herein.

Award or Rejection of Proposals

a. The County reserves the right to reject proposals from companies who have previously failed to perform properly or complete on time contracts for the County, or a proposal of a company where investigation shows the company is not in a position to perform the contract. The County reserves the right to reject any proposal, regardless of price and conditions, where the proposed terms and/or conditions are deemed unacceptable to the County.

b. The County reserves the right to cancel, in part or in whole, this RFP and to re-solicit proposals in the event no response to the RFP is deemed acceptable.

c. Contract will be awarded to the responsible proposer(s) submitting a proposal that best addresses the following provisions:
   a. Compliance with all the provisions of this RFP.
   b. Proposal rates must be reasonable, in the sole judgment of the County.
   c. It must be in the best interest of the County to accept the proposal.

d. The County reserves the right to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the County.

e. The County reserves the right to award contract(s) to multiple vendor(s) as a result of this RFP.

Evaluation Criteria

a. The County will review and rank proposals using the factors listed below. The County may invite consultants for an interview before making a final selection. Such an invitation does not commit the County to pay any costs incurred in participating in said interview.

b. Selection of a preferred consultant will be based upon qualifications and price, which shall be excluded as a factor provided the price is within the maximum budget for the project and the proposal provides the "best value" to the County.

c. The evaluation factors are:

1. Experience, Qualifications, and Capacity of the Consultant. Responding firms will be evaluated in the following areas:
   a. Recent relevant experience of the firm in similar projects.
   b. The extent to which the firm has personnel, equipment, and facilities to perform the scope of work.

c. Experience of recent clients for similar services.

2. Qualifications of the Project Team
    a. The quality and experience of the proposed staff and the proper balance of relevant skills.
    b. The quality and experience of any proposed sub consultants.
3. Quality of the Proposals - The proposals will be evaluated for the extent to which they demonstrate understanding of the requirements of this RFP and their ability to meet the project objectives. This will include:
    a. Project understanding
    b. Clarity of the proposal
    c. Proposed scope of work and study approach
    d. Innovative approach to public involvement
4. Price
    a. Once the County has selected the preferred consultant, that consultant's price proposal(s) will be opened to ensure that proposal does not exceed the maximum available project budget.

Estimated Schedule

The following is an estimated schedule for the proposals and award process. These dates are for informational purposes and are subject to change.

February 4, 2025		Release of RFP	
February 18, 2025		Deadline for Questions	
February 21, 2025		Questions Published	
February 27, 2025		Deadline for proposals (RFP)	
March 7, 2025		Review and Evaluation of Proposals, Interviews, if required	
March 27, 2025		Award by County Board of Supervisors	
March 28, 2025		Consultant start date	

CONTRACT TERMS

This section is intended to form the basis for the development of a contract to be awarded as a result of this RFP. The selected Vendor(s) may be required to execute a signed contract with the County. Schedule A of said contract shall include:

- Agreement for Vendor services
- The County's RFP R25038
- The Vendor's response
- Any and all addenda
- All necessary insurance information

MANDATORY FORMS

The forms on the following pages are mandatory and must be included with your proposal:

- Proposal Form, completed and signed
- Individual, Corporate, Partnership or LLC Acknowledgement, completed and notarized
- Bidder's Statement on Sexual Harassment, signed and notarized
- Non-Collusive Bidding Certification, complete and signed

Please sign all documents in blue or other non-black ink.

INSURANCE REQUIREMENTS

For all services set forth herein and as hereinafter amended, the proposed vendor shall maintain or cause to be maintained in full force and effect during the term of agreement at its expense, Worker's Compensation insurance, liability insurance covering personal injury and property damage and other insurance shall be in accordance with the stated minimum coverage listed under Schedule "B" Insurance Form and attachments that can be found in Appendix A of this document.

Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing and satisfactory to the County.
Except for Workers' Compensation, disability and professional liability, **the County shall be named as an additional insured on all such policies** with the understanding that any obligations imposed upon the insured *(Including, without limitation the liability to pay premiums)* shall be the sole obligations of the Vendor and not those of the County.

Updated copies of all insurance certificates are to be provided with this proposal.

Schedule "B" Insurance Requirements

All bid and quote responses shall include proof of (1) Workers' Compensation insurance; (2) Disability insurance; and (3) Liability insurance/auto/professional insurance supplied on an ACORD Certificate. Failure to do so may deem the vendor non-responsive.

The ACORD Certificate, Workers' Compensation certificate and Disability certificate must all be on file with the County before any contracts/awards can be approved by the County Board of Supervisors and must be kept current for any payments to be made.

In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the following standards.

Workers' Compensation and Disability Insurance:

Vendor shall provide to the County proof of Workers' Compensation and Disability insurance in compliance with New York State law. If the Vendor is not required to have these types of insurance, the Vendor must provide to the County a form CE-200, which can be filled out on the State's website at www.wcb.state.ny.us.

Liability Insurance

The type and limits of liability insurance required by a particular vendor are contained in the attached chart. The vendor shall supply an ACORD Certificate of Insurance for Vendor Classification C that contains ALL of the following:

a. All insurance certificates must be on a New York-approved ACORD form. ACORD Insurance Certificates must be executed by an insurance company and/or agency or broker, which is licensed by the Insurance Department of the State of New York.

b. The proper ACORD form must contain (i) the name of the agent producing the form; (ii) a policy number; (iii) policy effective date and expiration date; and (iv) the name of the vendor, which must match the Vendor name on the bid/quote response.

c. Insurance shall be written on an occurrence coverage form. Insurance shall include coverage for bodily injury and property damage liability. In addition, if the Vendor provides services to minors 0 to l8 years of age, insurance coverage shall include sexual abuse and molestation coverage for the participants in the program.

d. With respect to contracts where professional liability is required, the Vendor shall either maintain this coverage for not less than three (3) years following expiration or termination of the Agreement, or shall provide an equivalent extended reporting endorsement (commonly known as a "tail policy").

e. **All GENERAL AND AUTO LIABILITY insurance certificates must name Ontario County as an "additional insured"** (Professional liability insurance certificates do not). Additional insured status must include products and completed operations.

f. **"Certificate Holder" shall be made out to the "County of Ontario, 20 Ontario Street St., Canandaigua, NY l4424"** and coverage must comply with all specifications of the Agreement.

Notice of Non-renewal, Change, or Cancellation

Vendor shall provide to the County of Ontario and the County Department requesting this Certificate at least thirty (30) days' prior written notice of any non-renewal, change, or cancellation of the policy or policies required herein.

Expiration of Proof of Insurance

Vendor must provide new certificates when they expire.

Limitation of Liability

The policy limits required by this Schedule B shall in no way operate or be considered as a limitation of Vendor's liability.

Waiver of Subrogation

Vendor hereby grants to the County a **waiver of any right to subrogation** which any insurer of said Vendor may acquire against the County by virtue of the payment of any loss under such insurance. **Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation**, but provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Primary Coverage / Non-Contributory

Vendor's insurance shall be primary and the County's self- insurance shall be excess and shall not contribute with it.

Vendor Classification	A Construction & Maintenance	B Purchase or Lease of Merchandise or Equipment	C Consultant Services	D Professional Services	E Property Leased to Others or Use of Facilities or Grounds	F Transportation Services	G All Purposes Public Entity Contracts
Commercial General Liability							
Each Occurrence	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL
Fire Damage	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
General Aggregate	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00
Product Comp/Op	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00
Personal & Adv. Injury			$ 1,000,000.00	$ 1,000,000.00			
Auto Liability	$1,000,000 CSL	***	***	***	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL
Owned	$ 1,000,000.00				$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00
Hired	$ 1,000,000.00				$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00
Non-Owned	$ 1,000,000.00				$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00
Workers Compensation & Employers Liability	See Below	See Below	See Below	See Below	See Below	See Below	
Disability Benefits	See Below	See Below	See Below	See Below	See Below	See Below	
Professional Liability				$1,000,000			
Ontario County to be Named Add'l Insd On	GL-AL		GL	GL-AL	GL-AL	GL-AL	GL-AL

Note: Workers Compensation & Disability Benefits required by sections 57 and 220 Subd. 8 of the Workers Compensation Law must be completed and returned with the Insurance ACORD - http://www.wcb.state.ny.us/content/main/forms/AllForms.jsp

(***) If a vehicle is used in the execution of the contract, the Consultant/Professional shall provide evidence of Auto Liability Coverage of $1,000,000 Combined Single Limit

Workers' Compensation Requirements under Workers' Compensation Law §57

To comply with coverage provisions of the Workers' Compensation Law (WCL), businesses must:

a) be legally exempt from obtaining workers' compensation insurance coverage; or
b) obtain such coverage from insurance carriers; or
c) be a Board-approved self-insured employer; or
d) participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing WCL Section 57, businesses requesting permits or seeking to enter into contracts **MUST** provide **ONE** of the following forms to the government entity issuing the permit or entering into a contract:

A) **Form CE-200**, *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage*;

Form CE-200 can be filled out electronically on the Board's website, www.wcb.state.ny.us. Click on the last button in the lower right-hand corner {WC/DB Exemptions Form CE-200 (In bright yellow letters)} Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any district office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract; or

B) **Form C-105.2**, *Certificate of Workers' Compensation Insurance* (the business's insurance carrier will send this form to the government entity upon request). **Please Note**: The State Insurance Fund provides its own version of this form, the U-26.3; or

C) **Form SI-12**, *Certificate of Workers' Compensation Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247), or GSI-105.2, *Certificate of Participation in Worker's Compensation Group Self-Insurance* (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

Disability Benefits Requirements under Workers' Compensation Law §220(8)

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

a) be legally exempt from obtaining disability benefits insurance coverage; or
b) obtain such coverage from insurance carriers; or
c) be a Board-approved self-insured employer.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or seeking to enter into contracts **must** provide one of the following forms to the entity issuing the permit or entering into a contract:

A) **CE-200**, *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage* (see above);

B) DB-120.1, *Certificate of Disability Benefits Insurance* (the business's insurance carrier will send this form to the government entity upon request); **or**

C) **DB-155**, *Certificate of Disability Benefits Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247).

NYS Agencies Acceptable Proof: Letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation under Section 88-c of the Workers' Compensation Law and exempt from NYS disability benefits.
https://www.businessexpress.ny.gov/ or
http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp

Exhibit C- Consultant Services

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Date Form is issued

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
(Name of Agent)	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A : Insurance Company name here	
(Contractor/Vendor)	INSURER B : Insurance Company name here	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY	X		(Policy Number)	Date	Date	EACH OCCURRENCE	$1,000,000
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$1,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$1,000,000
	☐ OTHER:							$
	AUTOMOBILE LIABILITY			(Policy Number)	Date	Date	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☐	N / A		SAMPLE			☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractor/Consultant services provided as per contract with Ontario County

CERTIFICATE HOLDER

Ontario County
20 Ontario Street
Canandaigua, NY 14424

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PROPOSAL FORM - R25038

PROPOSAL FORM FOR RFP to be received at the date, time and location listed on the Notice.

Proposals must be submitted in a sealed envelope plainly marked as to its contents.
Required is (1) original signed hard copy proposal and (1) complete electronic copy. The electronic copy can be sent by email to: *Purchasing@ontariocountyny.gov* .

Proposals must contain a statement of non-collusion as required by Section 103-d of the General Municipal Law. **The County reserves the right to reject any or all proposals.**

By signing and submitting this Proposal Form, the undersigned acknowledges that they have read, understand and agree to all of the terms of the RFP documents as presented without reservation or alteration including: The Notice, General Information, Schedule B Insurance Requirements, RFP Specifications and Proposal Form R25XXX and any Addenda upon which the proposal is based.
All prices are to include no taxes.

NAME OF FIRM:_____

MAILING ADDRESS:_____

CITY/STATE/ZIP CODE:_____

TELEPHONE NUMBER:_____

FAX NUMBER:_____

BY:_____
Signature of Representative **(Blue or other non-black ink required)**

BY:_____
Signature of Representative (PRINTED)

FEDERAL OR TAX ID #_____

Email Address for Purchase Orders _____

ADDENDA
The following is confirmation of all the addenda upon which this proposal is based.

– Addenda # _____ - Received _____, 2025_____
Initialed by Rep.
– Addenda # _____ - Received _____, 2025_____
Initialed by Rep.

INDIVIDUAL, CORPORATE, PARTNERSHIP OR LLC ACKNOWLEDGMENT

STATE OF _____)
)SS:
COUNTY OF _____)

On the ___ day of _____, in the year 20__ before me personally appeared _____, known to me to be the person who
(name of person signing contract)
executed the within instrument, who being duly sworn by me did depose and say that __he resides at

_____ in the Town of _____, County of

_____, State of _____, and further that:

[Check One]

(☐ **If an individual):** __he executed the foregoing instrument in his/her name and on his/her own behalf, or doing business as (d/b/a) _____.
(name of company)

(☐ **If a corporation):** __he is the _____of _____, the
(title) (name of company)
corporation described in said instrument; that, by authority of the Board of Directors of said corporation, __he is authorized to execute the foregoing instrument on behalf of the corporation for the purposes set forth therein; and that, pursuant to that authority, __he executed the foregoing instrument in the name of and on behalf of said corporation, as the act and deed of said corporation.

(☐ **If a partnership):** __he is the _____ of _____, the
(title) (name of company)
partnership described in said instrument; that, by the terms of said partnership, __he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, __he executed the foregoing instrument in the name and on behalf of said partnership, as the act and deed of said partnership.

(☐ **If a limited liability company):** __he is a duly authorized member of
_____, LLC, the limited liability company described in said
(name of company)
instrument; that __he is authorized to execute the foregoing instrument on behalf of the limited liability company for the purposes set forth therein; and that, pursuant to that authority, __he executed the foregoing instrument in the name of and on behalf of said limited liability company, as the act and deed of said limited liability company.

_____
Notary Public

BIDDER'S STATEMENT ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-l

In accordance with State Finance Law §139-l, which generally prohibits the County from entering into contracts pursuant to the bid process with persons who fail to submit a certification affirming compliance with New York Labor Law §201-g, the bidder submits the following certification under the penalty of perjury:

> By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder 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 Labor Law.

_____
Name of Bidder

_____
Signature of Authorized Official

_____
Printed or Typed Name of Official and Title

_____
Date

Sworn to before me this
_____ day of_____, 20_____

_____
Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this RFP (R25038), each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint RFP, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this RFP 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;

2) Unless otherwise required by law, the prices which have been quoted in this RFP have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) 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 an RFP for the purpose of restricting competition.

NAME OF FIRM_____
Individual or Legal Name of Firm or Corporation

MAILING ADDRESS:_____

CITY/STATE/ZIP CODE:_____

BY:_____
Signature of Representative of Firm or Corporation (blue or other non-black ink)

DATED:_____