

Ontario County
Purchasing Department
20 Ontario Street
Canandaigua New York 14424

Debra S. Gierman-CPPB
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Phone 585-396-4442
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NOTICE IS HEREBY GIVEN

that the County of Ontario will receive Proposals for RFP **(R19084) Economic Development Strategic Plan**. 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, November 22, 2019**. **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.

Debra S. Gierman
Purchasing Director
Ontario County Purchasing

INSTRUCTIONS TO BIDDERS

- 1) Read all documents contained in the RFP specifications.
- 2) Vendors are responsible for submitting their proposals to the exact location indicated on the “Notice” prior to the time indicated in the “Notice”. No proposals will be accepted after the designated time indicated in the “Notice”. **Note: (1) original hard copy and (1) electronic copy are required to be submitted, if submitting the electronic copy by email forward to: Purchasing@co.ontario.ny.us**
- 3) Vendors are responsible for reporting, in writing, any errors found in the RFP specifications to the Ontario County Purchasing Director, 20 Ontario Street, Canandaigua, New York 14424.
- 4) Questions about or clarifications to the technical specifications must be made in writing to the Purchasing Director prior to the proposal due date. Such questions must be in the possession of the Purchasing Director three working days prior to the proposal due date unless otherwise indicated. Verbal questions may not be entertained.
- 5) Vendors shall indicate on the outside of their sealed proposal the following information:
 1. **Title of RFP and RFP Number**
 2. **Date and Time of Proposal due date**
 3. **Company Name**
- 6) The only forms necessary to be submitted with your proposal are the following:
 1. **Insurance certificates as described in “Schedule B” Insurance Form**
 2. **Bidders Statement on Sexual Harassment Certification**
 3. **References as specified**
 4. **The proposal form filled out completely**

Failure to submit any of the above data may result in the rejection of the proposal. Furthermore, the County reserves the right to request any additional information deemed necessary for the proper evaluation of this proposal.

- 7) **Failure to comply with the above may result in the rejection of the proposal as being unresponsive.**
- 8) Under no circumstances is it necessary to return the RFP packet. It should be retained by the vendor for his/her records.

GENERAL INFORMATION

AWARD OF RFP:

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

TERM OF CONTRACT:

Any contract resulting from this RFP shall be for a term beginning on January 1, 2020 and ending on December 31, 2020 by resolution by the Ontario County Board of Supervisors. The County reserves the right to renew any contract resulting from this RFP for up to (2) two additional (12) twelve month periods by mutual agreement in accordance with the terms of the contract and by annual resolution by the Ontario County Board of Supervisors

PROHIBITION AGAINST ASSIGNMENT/TRANSFER/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 Bid 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.

Should the equipment fail to perform as advertised at any point within the timeframe of the guarantee, the vendor shall, at its own expense, and at the County option, repair or replace said equipment. Should the vendor fail to make the equipment operate as advertised within a reasonable amount of time as determined by the using

department and the County Attorney, the vendor agrees to remove the equipment and refund the County a prorated amount as follows: the percentage of time the equipment ran as advertised, as documented by the County, in comparison to the manufacturers guarantee shall be calculated and that percentage of the original purchase price shall be deducted and the remainder of the original purchase price shall be refunded to the County. No finance or any other charges shall be assessed to or by either party.

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 bid 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 bid 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.

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.

GUARANTEE:

The vendor guarantees that all work will be conducted in accordance with the Bid Specifications and that all goods, materials and/or equipment supplied to the County meet or exceeds the Bid Specifications. Should the goods, materials and/or equipment be found not to meet the Bid Specifications, the vendor shall remove and/or at the County's sole discretion, replace all faulty goods, materials and/or equipment within a time frame dictated by the County at no cost to 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/Offerers 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, rule, 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 bid, and agrees if the County were to be assessed a penalty related to this bid 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 bid, 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 bid, 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 bid 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 bid 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 bid, 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 bid, 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 bid 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 bid, 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 bid 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 bid, 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.

INSURANCE:

Failure to secure and maintain the required insurances contained in Schedule "B," which is attached hereto and made a part hereof, is a material breach of any contract(s) awarded as a result of this bid. Vendor shall reimburse the County for any funds expended by the County that would have been paid by Vendor's insurance carrier under any required insurance. Should vendor's required insurance be cancelled or lapse in any way, vendor shall submit the insurer's notice of cancellation or lapse to the County within two business days of receipt.

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 bid. 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 Economic Development
Ontario County Purchasing**

Schedule "B"

Insurance Form

“Schedule B” consists of **three separate forms**, (1) proof of Workers Compensation insurance, (2) proof of Disability insurance and (3) proof of Liability insurance/auto/professional insurance supplied on an ACORD Certificate

I. All bids and quotes shall include the required proof of insurance forms with the response. Failure to do so may deem the vendor non-responsive.

II. CERTIFICATES OF INSURANCE

A. All insurance ACORD certificates shall name Ontario County as “additional insured”.

B. “Certificate Holder” shall be made out to the "Ontario County, 20 Ontario Street St, Canandaigua, NY 14424"

C. Coverage must comply with all specifications of the contract.

D. Executed by an insurance company and/or agency or broker which is licensed by the Insurance Department of the State of New York.

E. The Certificate must indicate that prior to non-renewal or cancellation of these policies, at least thirty (30) days advance written notice shall be given to the County of Ontario and the County Department requesting this Certificate, before such change shall be effective.

III. The vendor shall supply an ACORD Certificate of Insurance for vendor classification D . The following two pages are a sample of the required Insurance ACORD **and** details of the required forms for Workers’ Compensation and Disability according to Sections 57 and 220 subd. 8 of the Workers’ Compensation Law. **(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 Ontario County Board of Supervisors and must be kept current for any payments to be made).**

IV. 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 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, <https://www.businessexpress.ny.gov/>

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

SCOPE-OF-WORK (SCHEDULE A)

Introduction

Ontario County Office of Economic Development (OED) seeks RFPs for a five-year update to its strategic plan. Originally completed in 2005 and updated in 2010; the strategic plan was last updated in 2015.

Overview of Ontario County Office of Economic Development

Ontario County Office of Economic Development is staff for the Ontario County Industrial Development Agency (OCIDA), Ontario County Local Development Corp. (OCLDC), and the Ontario County Economic Development Corporation (OCEDC). These organizations help companies, not-for-profits and entrepreneurs create wealth and grow while retaining and growing jobs in Ontario County.

Together these entities seek to accomplish their common mission by:

- Supporting entrepreneurship and innovation in strategic sectors of the economy by providing a world-class environment for technology-led development
- Providing technical assistance, incentives and other forms of direct support to enable all our strategic industry sectors to succeed in the global economy
- Working with a variety of public and private organizations to ensure that Ontario County's workforce has world-class technical skills
- Actively participating in efforts that maintain and improve the County's quality of life (place) so that it can continue to attract and retain world-class talent and enterprises
- Continually monitoring the County's business climate to ensure that it remains a premium location for technology-led development.
- Work to develop and maintain the necessary 21st century economic development infrastructure.

OCIDA was formed in 1972 to provide incentives to qualifying businesses that make significant capital investments in Ontario County and create and retain jobs. These incentives take the form of real property tax abatement, sales tax and mortgage recording tax exemptions for a period of time on the new investment. OCIDA owns and operates the Canandaigua Airport and, with other economic development entities, has an interest in technology and business parks in the county.

OCLDC was formed to assist in economic development initiatives in Ontario County for the benefit of not-for-profit entities. It provides incentives to qualifying civic and not-for-profit businesses that contribute to the quality of life in Ontario County and create and retain jobs. OCLDC may issue tax-exempt financing for civic facilities. Financing may take the form of bonds, notes, and other obligations.

OCEDC, a private, not-for-profit corporation, was formed to assist in economic development initiatives in Ontario County. OCEDC administers a revolving loan fund through an agreement with Ontario County. Our low-interest loans can fund building acquisitions, equipment purchases, and provide working capital. OCEDC administers Foreign Trade Zone 289, sponsors small business programming, and funds workforce development programs. The experienced economic development staff helps businesses access many other state and federal programs.

Scope of Work

In collaboration with staff and an advisory board, the contracted consultant will conduct a comprehensive strategic planning process to include, but not be limited to, the following key areas of work:

- ❖ Conduct an assessment of economic development, and how Ontario County compares, in New York State and the nation and the current key issues facing Ontario County Economic Development.
- ❖ Design and conduct facilitated planning meetings and strategic interviews for the advisory board, staff, and key external stakeholders to discuss key questions, develop new ideas for strategic directions, and foster community and stakeholder investment in the strategic plan.
- ❖ Conduct SWOT analysis.
- ❖ Using available data, identify strategic gap and growth areas with a special emphasis on workforce development trends and resources for Ontario County.
- ❖ Review and understand the local workforce development assets/programs, and recommend an organizational framework for workforce development in Ontario County.
- ❖ Identify and prioritize short, medium, and long-term goals and strategies for effectively positioning Ontario County Economic Development for continued success.
- ❖ Evaluate, compare, and recommend strategies to reach these goals.
- ❖ Develop a five-year strategic plan document, executive summary, and presentation which include demographic and other relevant information.
- ❖ Assist staff and Advisory Board in presenting the economic development strategic plan and receiving formal approval and adoption from the Ontario County Board of Supervisors, OCIDA Board, and OCEDC Board.

Proposal Requirements:

The consultant should have relevant experience working with non-profit, public, and private economic development organizations to develop strategic plans that respond effectively to internal, external, political, and fiscal realities. Ontario County Economic Development requests electronic proposals of no more than three (3) pages in length (excluding references). The proposals should include:

- Name and contact information and names of any other participating consultants;
- Statement of qualifications;
- Summary of similar work conducted;
- Narrative description of the proposed process, activities, and approach;
- Timeline for work;

PROPOSAL FORM - R19084

PROPOSAL FORM FOR RFP to be received by **4:00 PM** prevailing time **November 22, 2019** at the office of the Ontario County Purchasing Director, 20 Ontario Street Canandaigua, New York 14424.

Proposals must be submitted in a sealed envelope plainly marked as to its contents.
Required is (1) original hard copy proposal and (1) electronic copy, if sent by email send to:
Purchasing@co.ontario.ny.us

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 to Bidders, Instructions to Bidders, General Information, Schedule B Insurance Requirements, RFP Specifications and Proposal Form – R19084 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 _____, 2019 _____
Initialed by Rep.

BIDDER'S STATEMENT ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-1

In accordance with State Finance Law §139-1, 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_____