

COUNTY OF ORANGE

Request for Applications for Healthy Orange Chronic Disease Toolkit Project

INTRODUCTION

A. The County of Orange ("County"), by and through the Orange County Department of Health's Healthy Orange Program ("Healthy Orange"), is seeking applications from qualified, experienced organizations to create a chronic disease prevention toolkit.

B. For consideration of a contract award under this Request for Applications ("RFA"), an Application Cover Sheet, a Healthy Orange Description Narrative, a Healthy Orange Timeline, and Healthy Orange Budget Worksheet with Narrative Justification, must be submitted to the attention of Danielle Moser with the subject line "RFA for **Healthy Orange Chronic Disease Toolkit Project**" via email to dmoser@orangecountygov.com or via facsimile to (845) 565-5279, by no later than 4:00 p.m., prevailing time, on Wednesday, August 29, 2018.

GENERAL INFORMATION

A. **Procurement Lobbying Law Restricted Period for Communications:** Pursuant to State Finance Law §139-j and §139-k, this RFA includes and imposes certain restrictions on communications between the County and an applicant during the procurement process. An applicant is restricted from contacting other than designated staff from the earliest notice of intent to solicit applications through final award and approval of the procurement contract by the County Executive ("restricted period") unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). County employees are required to obtain certain information when contacted during the restricted period. The designated staff contact is Danielle Moser, Telephone (845) 360-6680. Applicants responding to this RFA must familiarize themselves with these State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the Application Cover Sheet included in this RFA.

B. **Pay-to-Play Law:** Please be advised that this RFA is subject to Orange County Local Law 13 of 2013, as amended, known as the "Pay-to-Play Law". Pay-to-Play Forms will be made available with this RFA. Form A must be included with all applications submitted in response to this RFA; Form B will be required only if an applicant is awarded a contract pursuant to this RFA. Applicants who fail to submit Form A will not have their applications considered. Form B is required for execution of a contract by the County.

C. **Questions:** Questions can be submitted in writing to Danielle Moser via email at dmoser@orangecountygov.com or by facsimile at (845) 565-5279 by no later than 4:00 p.m. on August 17, 2018.

D. **Term:** The County anticipates that the term of any contract awarded pursuant to this RFA will be six (6) months. However, the County may unilaterally extend such term if necessary to fully complete the project, upon the same terms and conditions as set forth in the contract resulting from this RFA.

E. **Insurance Requirements:** During the term of the contract resulting from this RFA, or longer if required, the successful applicant shall maintain, at its expense, Worker's Compensation, disability and liability insurance policies of the types and minimum coverages specified in the contract template attached to this RFA. Certificates

of insurance evidencing the successful applicant's compliance with these requirements will be required prior to execution of a contract by the County.

F. Form of Contract: The successful applicant agrees to execute a contract in the same form as the template attached to this RFA in the timeframe, if any, indicated in this RFA. The terms and conditions of this RFA will be incorporated into and made part of the contract.

G. Submission of Applications: The items checked below must accompany all applications submitted in response to this RFA:

- ☒ Application Cover Sheet from this RFA
- ☒ All items listed in the "Application Submission Requirements" section of this RFA
- ☒ Supplier Application Packet (required prior to contract if applicant has not contracted with the County in the last twelve (12) months under its current business entity name and identification number). The Supplier Application Packet is not included in this RFA but is available at:
http://www.orangecountygov.com/filestorage/124/1332/1392/Supplier_Application_Packet.pdf

H. Anticipated Timeline:

Request for Applications Circulated:	August 8, 2018
Questions Due:	August 17, 2018
Applications Due:	August 29, 2018
Applicant(s) Selected:	On/About the week of September 4, 2018

SCOPE AND SPECIFICATIONS

A. Specifications:

1. Healthy Orange is seeking applications from qualified, experienced organizations to create a chronic disease prevention toolkit to be utilized for the initiatives of Healthy Orange and Orange Cares. .

2. The following are requirements for the 2018 Healthy Orange Chronic Disease Toolkit Project:

(a) Design, create, and produce, in both print and digital formats, a chronic disease prevention tool kit that includes, without limitation, how-to-guide sheets, frequently asked questions (FAQs), sample policies, and implementation guides for a variety of chronic disease prevention strategies such as worksite nutrition, worksite physical activity, breastfeeding-friendly sites, cancer screening policies for employees, joint use agreements, complete streets activities, and smoke free housing.

(b) Provide to the County's Department of Health, 10 (ten) printed color copies of the toolkit components and fifty (50) digital copies on flash drives for distribution.

(c) All materials and content produced by the successful applicant must be pre-approved by the County's Department of Health before dissemination, and will be deemed the exclusive property of the County.

B. Available Funds: Funding in an amount up to \$25,000.00 is available for the services sought in this RFA. Each application submitted in response to this RFA must include a detailed budget in the format outlined herein.

Contract funds will be paid on a reimbursement basis only (see Section F below for information regarding the procedure for reimbursement).

C. Eligible Applicants:

1. Applicants must be partners who have previously participated in Healthy Orange coalition activities, or those who are interested in future participation in such activities. Active participation in one of those activities will be a condition of a contract awarded pursuant to this RFA.

2. The “Healthy Orange Team” (“Team”) is the leadership branch of Healthy Orange. The Team meets annually in Goshen to identify and plan chronic disease prevention related interventions in and around Orange County. Healthy Orange also has other branch meetings in Newburgh, Middletown, and Port Jervis, which meet bi-monthly.

3. For more information on participating in any of the above activities contact:

Danielle Moser, Senior Public Health Educator
Orange County Department of Health
Community Health Outreach
130 Broadway
Newburgh, NY 12550
Tel. No.: (845) 360-6680

D. Selection Process:

1. Applications submitted in response to this RFA will be reviewed by the County’s Department of Health..

2. The award of a contract pursuant to this RFA may be made to the responsible, responsive applicant whose application is determined to be in the best interest of the County and in accordance with New York General Municipal Law §104-b, taking into consideration the following criteria:

(a) Degree to which the organization has the capacity and experience to produce chronic disease prevention education materials including policy, systems and environmental changes **(0-30 points)**;

(b) Degree to which the organization can meet the required timeline **(0-15 points)**;

(c) Degree to which the organization has the capacity and experience in producing public health materials **(0-30 points)**; and

(d) Degree to which organization’s proposal addresses all the aforementioned chronic disease prevention topics **(0-25 points)**.

E. Application Submission Requirements:

1. Healthy Orange Description Narrative – To be completed as follows:

(a) Describe organizational capacity and experience developing chronic disease prevention materials.

- (b) Staff experience and qualifications for developing and delivering public health materials.
- (c) Create a work plan and timeline.
- (d) Samples of previously completed similar projects if applicable.

2. Healthy Orange Budget Worksheet (see Attachment A to this RFA) – To be completed as follows:

- (a) Indicate specific line items.
- (b) Provide dollar amount per line item.

3. Narrative Budget Justification – one (1) page or less on applicant letterhead.

4. Pay-to-Play Documentation – All applications must include the completed Pay-to-Play Form A (attached to this RFA). Government entities and school districts are exempt from the Pay-to-Play laws; therefore, applications from such entities do not require such Pay-to-Play form.

5. Disclosure of Prior Non-Responsibility Determinations – All applicants must submit a completed Disclosure of Prior Non-Responsibility Determinations (form attached to this RFA).

F. Claim Process: Once the contract process has been completed, the successful applicant receive a purchase order, which must be submitted with all original receipts or invoices reflecting the purchases made in performance of the services required under this RFA for reimbursement to:

Danielle Moser, Senior Public Health Educator
Orange County Department of Health
130 Broadway
Newburgh, NY 12550

All documents for reimbursement must be received by December 17, 2018 unless otherwise indicated in the contract resulting from this RFA.

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APPLICATION COVER SHEET

Request for Applications for Healthy Orange Chronic Disease Toolkit Project

Business Name:

Business Address:

Contact Person:

Name: _____ Phone: _____

Title: _____ Fax: _____

Email: _____

Does this business have a minority, women's, disadvantaged or small business status? Yes No

If yes, please list the designation(s) and the certifying entity (ties): _____

The undersigned proposes to furnish and deliver the services described in the Request for Applications for Healthy Orange Chronic Disease Toolkit Project and the responding application to the County of Orange. The individual submitting this application on behalf of the business entity noted above certifies by his/her signature below that:

- he/she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the restricted period;
- he/she has read and understood the full Request for Applications cited above; and
- he/she is duly authorized to submit the application on behalf of the business entity noted above.

By: _____ Date: _____

Name: _____ Title: _____





COUNTY OF ORANGE / Department of General Services

STEVEN M. NEUHAUS
County Executive

255-275 MAIN STREET, PO BOX 218
GOSHEN, NEW YORK 10924
TEL: (845) 291-2792
FAX: (845) 360-7206

TO: Potential Contractors with Orange County, NY
FROM: James Burpoe, Commissioner of General Services
DATE: June 19, 2017
RE: Orange County, New York's Pay-to-Play Law.

Thank you for your interest in contracting with Orange County, NY.

Please know that Orange County has enacted Local Law No. 13 of 2013, as amended, and known as "Pay-to-Play", which prohibits the making of certain contracts with entities or persons which have made campaign contributions on or after January 1, 2014 above a certain level to County Legislators, the County Executive, the Sheriff, the District Attorney, or the County Clerk, if that contract must be approved or voted on by such individual.

Exemptions from the Pay-to-Play law:

1. Contracts that do not fall under the definition of contracts under the Law (e.g. licenses).
2. Contracts with a political subdivision of the state of New York, school districts or state or federal governments.
3. Contracts which are issued as:
 - a. Project Labor Agreements;
 - b. Contracts required to be awarded to the lowest bidder under New York State law;
 - c. Early Intervention and/or Pre-School Special Education contracts required to be entered into pursuant to New York State law;
 - d. Contracts between parents/legal guardians/or their designees and the County for transporting children to an Early Intervention and/or Pre-School Special Education provider;
 - e. Procurements authorized by General Municipal Law §103(3) (purchase through another New York state county's contract);
 - f. Procurements authorized by General Municipal Law §104 (purchases through the New York State Office of General Services);
 - g. Procurements authorized by General Municipal Law §103(16) (piggyback contracts through other governmental entities);
 - h. Contracts awarded to Preferred Sources as authorized by State Finance Law §162;
 - i. Sole Source or Single Source provider contracts;
 - j. Contracts awarded to a contractor of another unit of government, which is passing through funds of that other unit of government or acting on behalf of the other unit of government; or
 - k. Emergency Contracts.
4. Any campaign donation made prior to January 1, 2014.

For those contracts Pay-to-Play applies to, prior to awarding a contract, the law requires the County to run various names associated with your "Professional Business Entity" (as defined in Section 2(d) of the law), through a campaign donor database to confirm that campaign contributions from the Professional Business Entity were not in excess of those permitted by Pay-to-Play. To accomplish this, you will need to supply particular information to the County relative to your Professional Business Entity.

Please return **FORM A** with your quote/bid/proposal/qualifications/application/etc.. This is the form which discloses information about your Professional Business Entity. Please know that if a disqualifying campaign contribution was made, that can be cured by requesting, and receiving, a return of the excess contribution within thirty (30) days of the date of the request.

If you are awarded a contract, please sign and return with your signed contract, **FORM B** – a Campaign Contribution Statement.

Should you desire a copy of the Pay-to-Play Local Law, please call the Department of General Services at (845) 291-2792 or visit <http://orangecountygov.com/content/124/1332/1392/default.aspx>.

FORM A

TO BE RETURNED WITH QUOTE/PROPOSAL/QUALIFICATIONS/APPLICATION/ETC.

The Orange County Pay-to-Play Law applies to Professional Business Entities who contract with Orange County, except:

1. Contracts that do not fall under the definition of contracts under the Law (e.g. licenses).
2. Contracts with a political subdivision of the state of New York, school districts or state or federal governments.
3. Contracts which are issued as:
 - a. Project Labor Agreements;
 - b. Contracts required to be awarded to the lowest bidder under New York State law;
 - c. Early Intervention and/or Pre-School Special Education contracts required to be entered into pursuant to New York State law;
 - d. Contracts between parents/legal guardians/or their designees and the County for transporting children to an Early Intervention and/or Pre-School Special Education provider;
 - e. Procurements authorized by General Municipal Law §103(3) (purchase through another New York state county's contract);
 - f. Procurements authorized by General Municipal Law §104 (purchases through the New York State Office of General Services);
 - g. Procurements authorized by General Municipal Law §103(16) (piggyback contracts through other governmental entities);
 - h. Contracts awarded to Preferred Sources as authorized by State Finance Law §162;
 - i. Sole Source or Single Source provider contracts;
 - j. Contracts awarded to a contractor of another unit of government, which is passing through funds of that other unit of government or acting on behalf of the other unit of government; or
 - k. Emergency Contracts.
4. Any campaign donation made prior to January 1, 2014.

The definition of Professional Business Entity under the law is: "an individual, person, firm, corporation, professional corporation, partnership, organization, union, or association in the rendering of any work contracted through the County. The definition of a Professional Business Entity includes all principals who own 10% or more of the equity in the corporation or business trust, partners, officers in the aggregate, as well as any subsidiaries directly controlled by the Professional Business Entity. The term Professional Business Entity does not include a political subdivision of the state of New York (i.e., municipalities), school districts, state and/or federal governments."

Please provide the following information AS APPLICABLE to your Professional Business Entity. Please attach additional pages as necessary and note the attachment in the response below:

1. The name and business address of your Professional Business Entity (if your business is a partnership, limited liability partnership or joint venture, please list all partners and Entity names and addresses):

2. If your entity is a Corporation or Business Trust, list the names and addresses of owners of 10% or more of the equity:

3. If your Entity is a Corporation, Professional Corporation, Limited Liability Company or Business Trust, list all officers' names and addresses (include for each Entity in a joint venture):

4. The name(s) and address(es) of any subsidiary directly controlled by your Professional Business Entity are:

Signature

Date

Print Name

Title

FORM B - CAMPAIGN CONTRIBUTIONS STATEMENT

MUST BE SUBMITTED PRIOR TO EXECUTION OF A CONTRACT BY THE COUNTY.

This sworn (or affirmed) statement is made under penalty of perjury.

_____ being duly sworn, deposes and says:
(Print Signatory's Name)

1. I am making this affidavit as part of the contractual obligation between the Professional Business Entity (as defined by Section 2(d) of the Orange County, New York "Pay-to-Play" local law) identified below, and the County of Orange New York ("County").
2. I acknowledge that I am signing this affidavit on behalf of the Professional Business Entity identified below.
3. I understand that this is an affidavit sworn to under penalty of perjury and, if false, may lead to criminal and/or civil action against me and/or the Professional Business Entity.
4. I am familiar with the County's Orange County, New York Pay-to-Play Local Law (the "Law"), which has been made available to me.
5. With the except of campaign contributions made prior to January 1, 2014, the Professional Business Entity identified herein has not knowingly made a campaign contribution in violation of the Law during the four (4) years preceding the date of execution of this statement, and has not made or solicited contributions through intermediaries, third parties, or immediate relatives for the purposes of concealing the source of the contribution during that same four (4) year period.
6. I am duly authorized to certify, under penalty of perjury, on behalf of the Professional Business Entity that the Professional Business Entity:
 - (i) has not knowingly made a contribution in violation of the Law during the four (4) years preceding the date of this certification (excluding contributions made prior to January 1, 2014 per the exemption in Section 4 of the Law); and,
 - (ii) has not made or solicited contributions through intermediaries, third parties, or immediate relatives for the purpose of concealing the source of the contribution during that same four (4) year time period (excluding contributions made prior to January 1, 2014 per the exemption in Section 4 of the Law).
7. I understand that any Professional Business Entity that submits a false Contribution Statement to the County will have its contract with the County declared null and void and will be disqualified from being awarded any contract with the County for a period of four (4) years from the date of filing of the false sworn Contributions Statement and the matter shall be referred to the District Attorney for prosecution.
8. I acknowledge and agree, on behalf of the Professional Business Entity submitting this Form, that the Professional Business Entity has a continuing duty to report any violation of the Law that may occur during the solicitation process, negotiation, or duration of a contract.

9. I understand that any Professional Business Entity which violates Section 3 of the Law shall be in material breach of the terms of the contract, that the contract may be terminated, and the County Attorney shall seek damages against the Professional Business Entity as provided for in the contract.

10. I understand that any Professional Business Entity who violates Section 3 of the Law shall be disqualified from eligibility for submission of proposals, bids, quotes or applications for future contracts for a period of four (4) calendar years from the date of such violation.

11. By executing this certification, the Professional Business Entity agrees that, per Section 10 of the Law, the "regulatory and penalty provisions" of the Law are incorporated by reference into its contract with the County.

Print Name of Professional Business Entity

Signature

Date

Print Name

Title

STATE OF _____

SS:

COUNTY OF _____

The undersigned issued an oath or affirmation to the above signed wherein the above signed solemnly swore that the contents of this affidavit subscribed by such person are true and correct or alternatively that such person solemnly, sincerely and truly declared and affirmed that the statements made by the above signed are true and correct.

Notary Public

My Commission Expires

Date

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

See instructions on next page before completing this form.

Name of Individual or Entity Seeking to Enter into the Procurement Contract: _____

Address: _____

Name and Title of Person Submitting this Form: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above names individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Signature

**Instructions for Completing the
Offeror Disclosure of Prior Non-Responsibility Determinations**

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provisions of false or incomplete information to a Governmental Entity. The terms "Offeror" and "Governmental Entity" are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j(10)(b) and 139-k(3).

Instructions:

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplemental or Change Order. This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.



(rev. 1/06)

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 200__, by and between the **COUNTY OF ORANGE**, a municipal corporation, hereinafter referred to as the "COUNTY," a County of the State of New York, with principal offices at 255-275 Main Street, Goshen, New York; and _____, a firm with principal offices at _____, hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the COUNTY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the County Executive of the COUNTY after consultation with the County Department head responsible for the oversight of this Agreement (hereinafter "Department Head").

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning _____, 200__, and ending _____.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the COUNTY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR shall submit to the COUNTY a monthly itemized invoice for SERVICES

rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the COUNTY may reasonably require. The COUNTY will pay the proper amounts due VENDOR within sixty (60) days after receipt by the COUNTY of a COUNTY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the COUNTY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not to exceed cost of \$ _____ has been established for the scope of SERVICES and/or the supply of goods rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the County Executive of the COUNTY, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the COUNTY will not be responsible for any additional cost or costs in excess of the above-noted not-to-exceed cost if the COUNTY'S authorization by the County Executive is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

ARTICLE 4. EXECUTORY CLAUSE

The COUNTY shall have no liability under this Agreement to VENDOR or to anyone else

beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the COUNTY to enter into this Agreement and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official,

officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Orange County Ethics Law as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a disclosure form, said person must either voluntarily complete and submit said Disclosure form disclosing their interest in this Agreement or seek a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law in equity or, pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the COUNTY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quote, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the COUNTY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying the goods and shall have complete charge and responsibility for VENDOR's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the COUNTY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the County

Executive of the COUNTY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the COUNTY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the COUNTY and if so terminated, the COUNTY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the COUNTY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the COUNTY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE COUNTY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the COUNTY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the COUNTY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the COUNTY upon request. All books, Claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State of New York, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Worker's Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the COUNTY who have been fully informed as to the nature of the SERVICES to be performed. Except for Worker's Compensation and professional liability, the COUNTY shall be 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 obligation of VENDOR and not those of the COUNTY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or

expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Worker's Compensation	Statutory
Employer's liability or similar insurance	\$1,000,000 each occurrence
Automobile liability	\$1,000,000 aggregate
Bodily Injury	\$1,000,000
Property damage	each occurrence
Comprehensive General Liability, including Broad form contractual Liability, bodily injury and property damage	\$1,000,000 aggregate \$1,000,000 each occurrence
Professional liability (If commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR's compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the COUNTY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the COUNTY, directed to the COUNTY'S Risk Management Division and the Department Head and the COUNTY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR's start of the

performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the COUNTY; and

D. Immediate notice shall be given to the COUNTY through the Department Head and the COUNTY's Risk Management Division of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the COUNTY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement). Whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the COUNTY, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the COUNTY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment representation, subcontract, assignment or agency, or arising out of VENDOR's negligence, fault, act or omission, then the COUNTY shall have the right to withhold further payments hereunder for the purpose of set-off insufficient sums to cover the said claim or action. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF COUNTY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to COUNTY property, including property and equipment leased by the COUNTY, used in the performance of this agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such COUNTY property is lost or damaged, except for normal wear and tear, then the COUNTY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the COUNTY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such COUNTY property described in this Article.

The rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. TERMINATION

The COUNTY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the COUNTY's convenience, (2) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (3) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all COUNTY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the COUNTY within thirty (30) days, any

unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any COUNTY directive concerning the disposition thereof.

In the event the COUNTY terminates this Agreement in whole or in part, as provided in this Article, the COUNTY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the COUNTY, any SERVICES or goods procured by the COUNTY to complete the SERVICES herein will be charged to VENDOR and/or set off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of VENDOR's breach of the Agreement or failure to perform in accordance with applicable standards, and the COUNTY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the COUNTY from VENDOR is determined.

The rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 17. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the COUNTY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 18. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the COUNTY, including any agreement or contract for a term commencing prior to or after the term of this Agreement or (iii) from the COUNTY by operation of law, the COUNTY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the COUNTY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive of the COUNTY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 21. CURRENT OR FORMER COUNTY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any COUNTY employee or former COUNTY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the COUNTY without the express written permission of the COUNTY. This limitation period covers the preceding three (3) years or

longer if the COUNTY employee or former COUNTY employee has or may have an actual or perceived conflict of interests due to their position with the COUNTY.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this Agreement without liability, entitling the COUNTY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if affected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 22. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede

any other understandings or writings between or among the parties.

ARTICLE 23. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the County Executive of the COUNTY, after consultation with the Department Head, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COUNTY OF ORANGE

VENDOR

By: _____
EDWARD A. DIANA
COUNTY EXECUTIVE

By: _____
NAME:
TITLE:

DATE: _____

DATE: _____