

Nassau County Office of Mental Health, Chemical Dependency and Developmental Disabilities Services

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REQUEST FOR EXPRESSIONS OF INTEREST

OPIOID RESPONSE

RFEI# HS0923-2238

September 23, 2022



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A. Introduction

The Nassau County Department of Human Services (“Department”), Office of Mental Health, Chemical Dependency and Developmental Disabilities Services (the “Office”), is soliciting proposals from applicants presenting innovative ideas, programs, and best practices to address substance use and the opioid crisis in Nassau County.

Under the auspices of the Department, the Office is the Local Governmental Unit (“LGU”) for chemical dependency/substance abuse, mental health, and developmental disabilities services in Nassau County. The LGU is charged with, among other tasks, promoting and developing a comprehensive, coordinated system of services that enables those with a mental illness, chemical addiction, or developmental disability to maximize their functioning to live safely and successfully in the community.

Nassau County participated in a lawsuit arguing that the defendants engaged in a “sophisticated and highly deceptive and unfair marketing campaign that aimed to expand the use of highly addictive prescription painkillers from short-term, post-surgical cases to everyday treatments” (LaRocco, P, Newsday, June 12, 2017). As a result of this arbitration, Nassau County, Suffolk County, and New York State made history as they agreed upon the largest opioid settlement in the United States. With the settlement funds, Nassau County is now tasked with utilizing these monies to continue the fight against the opioid epidemic by expanding and creating an integrated treatment approach to address existing gaps in our system of care.

In the past several months, the Office has launched an "Opioid Response Listening Tour" throughout the County, conducting a needs assessment on the opioid crisis. These listening sessions aimed to access new thinking from new thinkers. Professionals in our system of care have paid close attention to the community's concerns and have ideas, thoughts, plans, and suggestions to address the challenge of addiction.

Thus, the Office announces the availability of over \$50,000,000 through this Request For Expressions of Interest (RFEI) in opioid settlement funds to address the opioid epidemic and substance use challenges endured by Nassau County residents. This RFEI is intended to result in award of multiple contracts with qualified entities to provide these essential services. Vendors are encouraged to propose both traditional and innovative approaches to address this critical need. The RFEI is open to both for-profit and not-for profit organizations.

B. Anticipated Proposal Schedule

RFEI Issue Date: September 23, 2022

Final date for submission of questions: October 10, 2022

Q & A Period Date: October 17, 2022

Proposal due date: November 21, 2022

Award date: December 30, 2022

Expected Program Implementation: April-May 2023

Dates indicated above are subject to change at the sole discretion of the County.

THE PROPOSER SHOULD PROVIDE A PROPOSAL IN APPENDIX B WHICH MEETS THE SCOPE REQUIREMENTS SET FORTH BELOW. THE COUNTY WILL REVIEW SINGLE OR MULTIPLE PROPOSALS FROM AN INDIVIDUAL OR ENTITY.

C. Scope of Services

Background Information

According to the Centers for Disease Control and Prevention, 2020 saw the sharpest increase in overdose deaths recorded in 30 years. Death from opioids and other abusable substances is a national concern, with a 200% increase in opioid deaths between 2010 and 2017. Unnecessary tragedies have occurred due to the marketing and prescribing of highly addictive narcotics.

Efforts to reverse this trend were hampered by the onset of the Covid-19 pandemic and the resulting impact on our nation's mental health. The proliferation of fentanyl and its analogs in the supply chain of opiates and other drugs significantly contributed to the loss of life.

The impact of opiates and other substances has undoubtedly affected systems at different levels within the County in profound ways, which led to the Opioid Class Action lawsuit against manufacturers, distributors, and pharmaceutical companies. In January 2022, the court ruled in favor of Nassau County, leading to a multimillion-dollar settlement. With the opioid settlement funds, Nassau County systems are tasked with establishing collaborative approaches and partnerships to implement best practices to address the opioid epidemic.

To understand best practices from experts in the field, the County Executive's Office initiated the "Opioid Response Listening Tour." It allowed the Office to conduct a needs assessment on the thinking of our community through a wide range of disciplines, services, and governmental departments and from multiple perspectives, including hospitals, courts, law enforcement, educators, consumers, and service providers. The information gathered from over 50 individuals defined the approach to the distribution of settlement funds. The tour led to robust and insightful discussions on observable patterns, innovative ideas, and best practices to address substance use and the opioid crisis in Nassau County.

From the responses gathered through these listening sessions, a pattern emerged. All discussions with community partners highlighted the need to address four key areas: Treatment & Recovery, Education, Prevention, and Supports. These key areas meet the Nassau County Legislature's requirements and state and federal parameters for opioid settlement funds. These parameters ensure that allocated funds are used toward addressing the heroin and opioid crisis through advances in the four key areas, emphasizing person-centered care when addressing addiction.

The following is a compilation of ideas gathered through the Opioid Response Listening Tour that may serve as a guide for proposals to be submitted. However, the Office will also accept new innovative ideas not outlined below.

1. TREATMENT AND RECOVERY

• **Medication Assisted Treatment and Emergency Referrals (MATTERS)**

- A commonly heard concern was a need to engage hospital Emergency Departments as committed partners to aid patients with substance use disorders entering the system through our Emergency Departments.
- Support from the New York Department of Health, New York Office of Substance Use Services and Supports, and private foundations have identified a model program affiliated with the Jacobs School of Medicine and Biomedical Sciences at the University of Buffalo called Buffalo Matters.
- This network of referral sites (including emergency departments, primary care offices, law enforcement agencies, treatment organizations, and pharmacists) aims to improve access to medically assisted treatments for opioid and substance use disorders.
- Developing such a model for Nassau County hospital Emergency Departments can increase the number of patients successfully engaged in substance use whose point of entry was an Emergency Department.

• **Drug-Free Moms and Babies Program (West Virginia)**

This is a comprehensive and integrated medical and behavioral health program for pregnant and postpartum women. The program offers the following:

- Screening, Brief Intervention, Referral, and Treatment (SBIRT) services integrated into maternity care clinics
- Collaboration with community partners for the provision of comprehensive medical, behavioral health, and social services
- Long-term follow-up with a recovery coach for two years after the baby's birth. In addition, home visits and other services to help women maintain sobriety and access needed resources are provided.
- Program evaluation of effective strategies for identifying women in need, preventing addiction and abuse, treating women with substance abuse problems, and delivering recovery coaching services.

• **School-Based Treatment and Prevention Services and Community Partnerships**

School substance use prevention and support services have often developed in isolation of a licensed community-based behavioral health center. Community Behavioral Health Centers have acquired experience in the full spectrum of services required for successful work with families confronting challenges with the substance use of a family member. At the same time, school communities focus on academic achievement and sustaining a positive school culture.

- Increasing awareness of the importance of emotional well-being for academic success has propelled school systems to seek mental health support for their programs and at-risk students.
 - A school community partnership between a school district and a carefully vetted community agency can provide a valued resource and meet the needs of a district. A schedule in which a staff is assigned and integrated within a school community for half of their work week and the remainder of their time is allocated into a clinic environment of a community agency will strengthen both partners.
 - Staff working within the culture of a school community can serve in a liaison role to their home base community agency, translating school needs to the CBO, and CBO needs to the school.
 - A partnership that can extend the hours of availability beyond the limits of a school day and calendar.
 - Treatment and prevention services will focus on eliminating, decreasing, and managing symptoms toward improving a student's functioning within the school, family, and community.
- **Adolescent Recovery Center**
There is no such facility in Nassau County for youth struggling with chemical abuse to receive medically supervised withdrawal and stabilization services. There is a lack of sober support for children and adolescents in recovery. A safe space with planned events for children in recovery promotes wellness for their sobriety, mental health, and for their future.
 - **Expansion of Detox Services**
Nassau County has only one detox service provider. The need for detoxification services vastly outweighs the available number of beds.
 - **Expansion of Rehabilitation Services**
A rehab center will offer a variety of custom treatments tailored to individual recovery with individual, groups, family therapy, and MAT services.

2. EDUCATION

- **Youth Peer Education Program**
Example: HS students are trained to speak with younger students on substance use and addiction. The expectation is to have community partnerships with schools to develop youth peer education programs.
- **Trauma-Informed Training and Education**
 - Develop an education program geared to school districts and other human service agencies on recognizing trauma as a compelling factor in the development of substance use disorder. Additionally, implement a county-wide trauma-informed project to assist with reducing risk factors and increasing protective factors for adolescents. The trauma-informed project will include clinical training for qualified clinical health professionals in partnerships with training institutes.

- **Compassion fatigue training for EMTs, First Responders, Law Enforcement, Corrections, etc.**

As the public health crisis weighs on helping professionals, this training is geared to address overdose and the secondary injury it could potentially cause first responders and EMTs.

- **Addiction Education & Prevention Services for Older Americans.**

Provide addiction education and prevention services in partnership with the Nassau County Office for the Aging.

- **Addiction Education & Prevention Services for Veterans**

Provide addiction education, prevention, screenings, assessments, and care coordination services in partnership with Nassau County Office of Veterans Affairs.

3. **PREVENTION**

- **School Prevention Programs in Partnership with Community-Based Organizations**

- **Evidence-Based School Prevention Programs**

Provide funding to implement comprehensive prevention efforts utilizing evidence-based approaches for students. A list of approved prevention programs is found on this link: <https://oasas.ny.gov/providers/evidence-based-prevention-programs>

- **Skill-building programs for parents.**

- **School Coach Training Program**

Teaches coaches how to identify the signs and symptoms of addiction and mental health. Training also focuses on how to address injuries and other triggers of addiction.

- **Higher Education Mental Health Wellness and Prevention Program**

Noticeable trends in mental health and substance use in higher education have garnered attention recently and have been exacerbated by the COVID-19 pandemic. According to the National Academies of Sciences, Engineering and Medicine (2021), symptoms of depression, anxiety, and use of substances are the most predominant issues experienced by college students.

Pursuing higher education comes with stressful experiences often amplified by underlying risk factors that can trigger the development of mental health and substance abuse issues, such as past traumatic experiences, emotional dysregulation, family conflicts, and academic performance pressures, just to name a few. Nassau County is offering higher education institutions funding opportunities to develop mental health and substance use wellness programs embedded in college campuses to ensure access to all students. The following are ideas for consideration:

- Develop a needs assessment mechanism that will assist in understanding the needs of the students on campus.

- Develop mental health, substance use, and suicide prevention awareness.
 - Offer training opportunities such as Mental Health First Aid and Narcan Training.
 - Develop and implement psycho-educational programs.
 - Develop a peer mentoring program to include mental health wellness.
 - Offer support groups.
 - Develop collaborative opportunities with community-based organizations with expertise in behavioral health services.
 - Develop partnerships within the care system for students needing outpatient services.
 - Develop a care coordination program for students to help navigate their care.
- **Prevention Messaging Center**
 The community is inundated with messages that promote the use of substances. To combat this exposure, a public service campaign focused on age-appropriate messaging on mental health, addiction, and linkage to services on a widespread platform such as television, radio, social media, county website, etc. It is vital to ensure that a messaging campaign is promoted in a cultural and linguistic competence manner.
 - Example: The Center for Prevention Messaging
 - The Center for Prevention Messaging will be responsible for the development of science informed messaging as part of an educational effort to address stigma and misinformation that often guides our residents in partnership with communities.
 - Develop and operationalize a multi-year culturally and linguistically competent messaging campaign.
 - Establish targeted PSA messaging campaigns through podcasts, social media platforms, printed material, mobile phone application and a consumer guide for Nassau County.
 - Evaluate the effectiveness of their campaign, demonstrate the value of a dedicated clearinghouse for the County and publish its findings.
- **Teen Clubhouse**
 A community-based clubhouse, non-clinical setting for adolescents in recovery or at risk for substance use disorders. Services such as tutoring and help with homework, college and job preparation, community service opportunities, peer mentoring, sports, fitness, and group entertainment activities could be offered.
- **Community Coalition**
 Increase education and prevention measures within the community through collaborations and partnerships among community stakeholders. This is essential in coordinating a targeted community response to opioid addiction and misuse. Coalitions are tasked with raising awareness and bringing people together around a common goal which leads to the creation of solutions that serve the entire community.

- **Nassau County Juvenile Detention Center Collaboration**
Develop education and prevention programs within the JDT. These psycho-ed groups include substance use education, healthy coping strategies, relapse prevention techniques, and naloxone training.

4. **SUPPORTS**

- **Peer Navigators**

Peers are certified to provide ongoing support to individuals navigating the treatment process. OASAS defines a Peer Advocate as an individual who uses their knowledge acquired through lived experience related to substance use, to support the recovery goals of individuals who use drugs and/or alcohol. There is an urgent need to build a system capable of recruiting, training, placing, supervising, and administering Peer Support Workers and Navigators in the system of care including Emergency Departments, hospitals, department of Probation, the provider network of clinical services, and the court system.

- Example: Establish a Nassau County Center for Peer Support
 - Navigators can be in Emergency Departments of specific hospitals and Court systems, as well as in community substance use treatment programs.
 - Work from a person-centered, culturally competent model.
 - Applicant must be a qualified provider and show evidence in their ability to recruit, train and supervise.

- **Transportation Services**

Nassau County has a complex transportation system, and residents dealing with addiction who are also afflicted with financial problems have difficulties accessing care to treatment. A transportation program will be essential to ensure that residents have the means to travel and access care.

D. Contract Term and Funding/Budget

It is the intent of this RFEI to establish several awards on multi-year contracts. All contracts will be a four year term.

Available Funding/Budget

The total funding available for multiple awards is approximately \$50,000,000 in a 4-year period.

Oversight, Data Collection and Reporting

The Office of Mental Health, Chemical Dependency and Developmental Disabilities Services will oversee the *awarded programs* consistent with all County contract terms and conditions. The Program Liaisons assigned to the funded programs will conduct an annual site visit to review program operations and outcomes. Interim site visits will be conducted as needed.

Data collection and reporting required of the awardee includes but is not limited to:

- a. Annual "Program Narrative"
- b. Monthly Statistics
- c. Quarterly Reports
- d. Outcome and performance indicators

Eligible Applicants

Eligible applicants are qualified vendors, in good standing, that have experience working with individuals and families challenged by addiction and mental illness.

Applicants shall detail their experience in the application section with the heading "Organizational Experience," including but not limited to their experience providing services in Nassau County, understanding of County demographics, the service delivery system, etc.

E. Mandatory Proposal Response Requirements

All proposals shall remain in effect no less than one hundred eighty (180) days from the proposal date and/or at the discretion of the County.

All proposals must contain the following:

1. Cost Proposal Form attached as Appendix A.
2. Proposed approach to the Scope of Services attached as Appendix B, containing a complete written description of proposer's program description and staffing.
3. On or before the RFEI Proposal Due Date, the following disclosure forms (the "Disclosure Forms") must be submitted in the Nassau County Vendor Portal at:
https://apex5.nassaucountyny.gov/ords/f?p=312:LOGIN_DESKTOP:3445712403627 :
 - a. A duly completed and verified Business History Form (Appendix C) together with a current certified or verified financial statement and/or other commercially reliable written evidence of the proposer's credit, financial standing and capacity to perform in accordance with the terms of the Contract.
 - b. All officers, and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer, shall complete and verify the Principal Questionnaire Form (Appendix D).
 - c. The County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form (Appendix F).
 - d. Additionally, if the proposer utilizes the services of any individual or organization for the purposes of conducting lobbying activities and is awarded the contract, the successful proposer will be required to provide a copy of the Lobbyist Registration and Disclosure Form (Appendix G), completed, and verified by that individual/organization.

PLEASE NOTE:

- If a proposer has previously submitted the Disclosure Forms in the Nassau County Vendor Portal, the proposer must ensure that the forms on file in the Portal are current, accurate, and have been recertified within 3_months prior to the RFEI Proposal Due Date. Also ensure that where required answers on the Consultant's, Contractor's, and Vendor's Disclosure Form are provided in relation to the specific solicitation under consideration.
 - As an alternative to submitting the Disclosure Forms in the Nassau County Vendor Portal, a proposer may submit a hard copy of the Disclosure Forms with their Proposal. A proposer may obtain a hard copy of the Disclosure Forms by contacting the authorized contact person named below.
4. Living Wage Law Certificate of Compliance, attached as Appendix L.
 5. The Proposer's Exceptions to the RFEI Requirements, if any.
 6. All submissions must be signed on the designated signature line by an officer or authorized agent of the proposing party.
 7. Additional information that you believe pertinent to the County's requirements.
 8. Statement that the proposer has registered with the County as a vendor.

F. Proposal Submission Instructions

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the proposals must follow the outline in the section of this Request for Expressed Interest ("RFEI") titled **Mandatory Proposal Response Requirements**. Each response should be clearly numbered, and the full question listed.

The proposals shall be typed in double spaced 12-point Arial font and must be signed by an individual who is authorized to bind the proposer to all commitments made in the proposal. The proposal shall be prepared without the use of promotional materials such as brochures or trifold. The original and five (5) copies of the proposal, together with all attachments, must be mailed to the County in a sealed opaque envelope postmarked no later than **November 21, 2022**. No emails or facsimile proposals will be accepted. Any late proposals will be returned unopened.

Proposals received after the above date. The County is under no obligation to return proposals.

It is each Proposer's responsibility to carefully review all the requirements of this RFEI, including the scope of work, the specifications and terms and conditions. It is further the proposer's responsibility to ask questions, request clarifications, or otherwise advise the County if any language, specifications, or requirements of this RFEI appear to be ambiguous, contradictory, or to inadvertently restrict or limit the vendors that could meet the requirements of this RFEI to a single source.

If a proposer takes exception to any requirement of this RFEI, the Proposer must clearly set forth the exception in its proposal, referencing the affected RFEI section, paragraph, and page. The Proposer must set forth the reason(s) for the exception and indicate what (if any)

alternative is being offered by the Proposer. The County shall determine (in its sole discretion) the acceptability of any proposed exception(s). Where the County rejects a proposed exception, the County may offer the vendor an opportunity to withdraw its exception and propose an alternative. However, even where the County does not reject a proposed exception to the RFEI prior to the issuance of a Notice of Intent to Award to a Proposer, the County reserves the right to negotiate with the Proposer regarding any such exceptions. Regardless of whether the County rejects proposed exceptions to the RFEI, such exceptions will be considered by the County in evaluating the completeness and adequacy of the proposal. Proposers shall be deemed to have accepted all requirements of this RFEI to which they have not specifically and clearly stated an exception in their proposal.

The County is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Interested parties may contact the authorized contact person listed below by telephone to advise that a fax transmission has been sent to the above number. Violation of these provisions may result in immediate disqualification. Proposers will submit all proposals and direct all responses, questions, and any other communications to the following authorized contact person:

Omayra Perez, R.- L.C.S.W.
Director of Community Services
Nassau County Office of Mental Health, Chemical Dependency and Developmental
Disabilities Services
60 Charles Lindbergh Boulevard, Suite 200
Uniondale, New York 11530
Phone: (516) 227-7057
Fax: (516) 227-5906
Email: Omayra.perez@hhsnassaucountyny.us

No contact with any other County personnel other than the authorized contact person is allowed until such times as an award (or awards) has (have) been made.

LETTERS OF INTENT, QUESTIONS, INQUIRIES

Prospective applicants are encouraged to submit letters of intent.
The deadline for letters of intent is October 10, 2022.
All questions and inquiries must be submitted in writing.
The deadline for questions and inquiries is October 10, 2022.
Answers to questions and inquiries will be provided to prospective applicants who submitted letters of intent.

G. Contract Proposal Evaluation Criteria

Proposal elements, as described below, will be reviewed, and evaluated for completeness and

responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the applicant responds to and meets all the requirements of this RFEI. Applicants may be invited for interviews to discuss project requirements and proposal elements in more detail should the Selection Committee request such. The County reserves the right to award all or any part of these funds and to waive any technical irregularities or omissions, or to cancel this RFEI and solicit new proposals if, in the County's sole judgment, the best interests of the County will be served. The Selection Committee will evaluate each proposal and use the following for scoring each application:

Sections A through D of the proposal shall not exceed ten pages, total, in length. Applicants have total discretion as to the number of pages they wish to dedicate to each section. But sections A through E shall not exceed twelve pages in total.

A. Nature of Problem and Target Population

In Section A the goal of the applicant shall be to convey to the RFEI Selection Committee that the applicant has a grasp of the demographics and needs of Nassau County residents challenged by addiction and mental health issues.

B. Organizational Experience and Capacity

In Section B the goal of the applicant is to describe the applicant's experience providing behavioral health services. Applicants should explain the organization's qualifications and related experiences; a comprehensive description of why the applicant can perform the tasks defined in the RFEI.

C. Management, Oversight, and Staffing Plan

In Section C the goal of the applicant is to convey to the Selection Committee how the program will be staffed, structured, managed and overseen with necessary expertise. The goal for the applicant shall be to convey to the Selection Committee that the application has the expertise and staff to accomplish program objectives and handle the volume of individuals expected to be serviced as well as a plan for overseeing and managing staff. The applicant shall identify staff credentials, certification, and trainings. Applicant should include anticipated protocols, policies, and procedures.

D. Service Delivery

In Section D the goal of the applicant shall be to convey to the Selection Committee that the applicant has a plan and process for arranging program implementation. The Section should also convey that the applicant plans to have measures in place to ensure the effectiveness of the program. Section D should include a description of the process for evaluating outcomes.

E. Budget (Appendix A)

In Section E the goal of the applicant shall be to convey to the Selection Committee that the applicant has a thoughtful 4-year budget that considers the need for appropriate staffing, program components, and resources.

H. General Information

1. **Incurring Cost.** The County shall not be liable for any costs incurred in the preparation and production of a proposal in response to this RFEI or for any work performed prior to the issuance of a contract.
2. **Rejection of Proposals.** This RFEI does not commit the County to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFEI, the County reserves the right to award this contract to the applicant(s) that best meet the requirements of the RFEI, and not necessarily to the lowest proposer. The County reserves the right to accept or reject any or all proposals received because of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFEI if it is in the interests of the County to so do.

The County may require the Proposer selected to participate in negotiation and to submit any price, technical, or other revisions, or their proposals as may result from negotiations.

3. **Addenda to Request for Expressed Interest.** Amendments to this RFEI may be necessary prior to the closing date and will be furnished by mail to all prospective Proposers who have requested these materials.
4. **Contract Negotiations.** The County intends to enter contract negotiations with the organization(s) selected by the RFEI Evaluation Committee, who shall be required to enter a written contract with the County in a form approved by legal counsel for the County. The contract usually includes, without limitation, the standard clauses set forth in Appendix "E" attached hereto. This RFEI and the proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein.

The County reserves the right to negotiate the terms and conditions of the contract with the selected proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a vendor nor the negotiation of the contract with such vendor(s) shall constitute the County's acceptance of the proposal or a binding

commitment on behalf of the County to enter a contract with such vendor(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.

5. **Additional Information.** The County may award a contract based upon offers received without discussion of such offers with the Proposers. Each offer, therefore, should be submitted in the most favorable terms that the Proposers can offer the County from a price and technical standpoint. However, the County reserves the right to request additional data or oral discussions or presentations in support of written proposals from all the Proposers. In addition, the County reserves the right to make on-site visits to the Proposer's place of business to assess and/or evaluate Proposer's qualifications.
6. **Disclosure of proposal contents.** The County will withhold proposals submitted under this RFEI from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Proposers shall indicate in their proposals any information they submit that they feel is exempted from disclosure under FOIL. If the County determines that information is required by applicable law to be disclosed, the County will endeavor to notify the Proposer in advance of such disclosure to enable the Proposer to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.
7. **Independent Price Determination:** By submission of its offer, the Proposers certify (and in the case of a joint offer, each party thereto certifies as to its own organization) that, in connection with procurement:
 - A. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other proposer or competitor; and
 - B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposers prior to award, directly or indirectly, to any other Proposer or competitor; and
 - C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and
 - D. No elected or appointed official or employee of the County shall benefit financially or materially from this contract. The County may terminate this contract if gratuities were offered or given by the Proposer or his or her agency to any such official or employee.
8. **Ownership of Information:** All materials submitted in response to this Request for Expressed Interest will become the property of the County.
9. **Examination of Records:** In submitting a proposal, the successful Proposer agrees that the County shall have access to and the right to directly examine all pertinent documents, papers, and records of the Proposer and/or any sub-proposer as related to any contract

and/or subcontract resulting from this RFEI until six (6) years after final payment has been made pursuant to any contract awarded because of the County's acceptance of proposal.

10. **Subcontracting:** The Proposer will be responsible for the entire contract performance. The Proposer must indicate in the RFEI if it intends to use a sub-contractor for any part of the work. If so, the Proposer shall identify each sub-contractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of the tasks to be performed by the sub-contractor must be included. The Proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations thereunder without the prior written approval of the County.
11. **Negotiated Changes:** If negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
12. **Disclaimer:** The County and its respective officers, directors, agents, members, and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFEI. Further, the County does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFEI once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFEI is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFEI.
13. **M/WBE, SDVOB and DBE Participation:** The County encourages the participation of certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), Minority of Women-Owned Business Enterprises ("M/WBE"), and Disadvantaged Business Enterprises ("DBE") in the RFEI process. A Proposer that is certified by New York State or the County as a SDVOB, M/WBE, and/or DBE should include this information in their proposal. For more information regarding the County's SDVOB, M/WBE, or DBE programs, please visit the Nassau County Office of Minority Affairs website.

I. General Conditions for Proposers

1. The Proposers will be required to pay its employees a "living wage" in compliance with Nassau County Local Law No. 1-2006 (the "Living Wage Law"), if applicable, and to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor Law.
2. Proposer is bound by and shall comply with the terms of Appendix EE to the Standard Clauses for Nassau County Contracts, attached hereto as Appendix E, which are attached hereto and hereby made a part hereof, if the proposers would be considered "county contractors", as defined in those exhibits, if awarded this contract.

3. The contract shall provide that in the event of any material misrepresentation by the Proposer contained in its proposal, County shall have the right to immediately terminate the agreement. It shall also provide that in the event the Proposer or any of its principals are convicted of a felony during the term of the agreement, that the County shall also have the right to terminate the agreement.

J. Additional Demonstrative Materials

Parties are encouraged to provide as much additional material and detail as possible to completely describe and demonstrate the Proposal.

K. Award of Contract

The County shall select an organization(s) by means of a Notice of Award issued by the RFEI Selection Committee. Neither the selection of an organization nor the issuance of a Notice of Award shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter a contract with the organization, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

L. Protest Policy

As indicated in Section F, all questions, or concerns regarding this RFEI must be directed to the designated contact person. If a Proposer believes that a concern has not been satisfactorily addressed, it may request a copy of the Vendor Protest Procedure from the designated contact person.

APPENDIX A
(also known as Section E)
BUDGET

The undersigned hereby certifies his or her compliance with the following:

“NON-COLLUSIVE PROPOSAL CERTIFICATION”

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this Proposal 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 proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership, or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material, and equipment necessary for this contract.

SUBMITTED BY: _____
(Signature)

PRINT NAME: _____

DATE: _____

APPENDIX B

(Also known as Sections A, B, C, D)

NOT TO EXCEED TEN PAGES IN TOTAL

Section A Nature of Problem and Target Population

Section B Organizational Experience and Capacity

Section C Management, Oversight and Staffing Plan

Section D Service Delivery

APPENDIX E
STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS

1. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent, or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations, and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices, and departments thereof).

2. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

3. Compliance with Law. (a) Generally. The Contractor shall comply with all applicable Federal, State, and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. If such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). If such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities, or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), all instances where the Contractor employs any spouse, child, or parent of a county employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

4. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

5. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and the Contractor shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

6. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to the County; and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County Attorney's Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the County Attorney's Office of the same and deliver to the County Attorney's Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

7. Assignment; Amendment; Waiver; Subcontracting.

This Agreement and the rights and obligations hereunder may not be in whole, or part (i) assigned, transferred, or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

8. Work Performance Liability.

The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some, or all the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

9. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

10. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts, and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall always be available for audit and inspection by the County Comptroller, the County Attorney's Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

11. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

12. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non convenient. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

13. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) In the event of a conflict between the terms and conditions of the contract, including all attachments thereto and amendments thereof, and the terms of this Appendix A, the terms of this Appendix A shall control.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement, it shall not be construed against either party as drafter.

14. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of _____ dollars (\$_____) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement

<u>Value of contract:</u>	<u>Administrative fee:</u>
\$0 - \$5,000	\$0
\$5,001 - \$50,000	\$160
\$50,001 - \$ 100,000	\$266
\$100,001 or more	\$533

15. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State, and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgrading, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgrading, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by

the Commissioner of the Department of Public Works when made. A copy of the utilization plans any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

- (c) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (d) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (e) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (f) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (g) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines, or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines, or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director,

shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term “County Contractor” shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE “Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises” shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor’s affidavit with a notary’s signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blueprints and all other bid/RFEI related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term “Executive Director” shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term “Subcontract” shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term “Subcontractor” shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

**Contract Appendix L
Certificate of Compliance**

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

_____ (Name)

_____ (Address)

_____ (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state, and local laws.

3. In the past five years, Proposer/Bidder _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct, and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated
Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this
_____ day of _____, 20 .

Notary Public