



# ERIE COUNTY SHERIFF'S OFFICE

REQUEST FOR PROPOSAL (RFP)

## Jail Management Facilities Food Management Services

RFP #2018-1801VF

February 12, 2018 #1801-VF

Erie County Sheriff's Office  
Timothy B. Howard  
Sheriff  
10 Delaware Avenue  
Buffalo, New York 14202

### SCHEDULE OF EVENTS

RFP Release date:	February 12, 2018
Deadline for receipt of questions via e-mail:	February 23, 2018
Due date for RFP Responses:	March 23, 2018
Intended date for Contract Award:	April 6, 2018
Intended Contract Implementation date:	May 31, 2018

## **SECTION 1 - INTRODUCTION AND INSTRUCTIONS**

### **1.1 INTRODUCTION**

Erie County is soliciting proposals for qualified **Vendors** to provide high quality **CORRECTIONAL FOOD SERVICES FOR INMATES AND STAFF AT THE ERIE COUNTY HOLDING CENTER AND A FOOD MANAGEMENT PROGRAM AT THE CORRECTIONAL FACILITY**. Prospective **Vendors** must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in Section 2 of the Request for Proposals (“**RFP**”)

In responding to this **RFP**, **Vendors** must follow the prescribed format as outlined in Section 3. By so doing, each **Vendor** will be providing the **County** comparable data submitted by other **Vendors**, and thus, be assured of fair and objective treatment in the **County** review and evaluation process.

### **1.2 CONTRACT PERIOD**

The contract period is for two years beginning upon the signature of the final contract. The parties may agree to 3 one-year extensions after careful evaluation and mutual agreement.

### **1.3 SINGLE POINT OF CONTACT**

From the date that this request for proposal (**RFP**) is issued until a **Vendor** is selected and announced by the Evaluation Officer, **Vendors** shall not communicate with any official regarding this procurement, except at the direction of **Chief John Greenan**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the **Vendor** from further consideration. Contact information for the single point of contact is:

Evaluation Officer: **Superintendent Thomas Diina**

Telephone Number: **716-858-7635**

E-mail Address: [Thomas Diina@erie.gov](mailto:Thomas.Diina@erie.gov)

### **1.4 REQUIRED REVIEW**

#### **Review of RFP / Form of Questions**

**Vendors** will carefully review the entire **RFP** and shall promptly notify the evaluation officer identified above VIA E-MAIL of any ambiguity, inconsistency or error they discover. Additionally, any questions requiring clarification or interpretation of any section in this **RFP** must be addressed VIA E-MAIL to the evaluation officer listed above on or before **February 23, 2018**. Please reference to the section, page and item in question must be included in the communication. Questions received after **February 23, 2018** will not be considered.

#### **Response**

Superintendent Thomas Diina will provide a written response to questions on **March 2, 2018** via blind-copy e-mail to all parties. **Vendors** shall sign and return with their **RFP** response an Acknowledgment of Addendum for any addendum issued.

## **1.5 GENERAL REQUIREMENTS**

### **Resulting Contract**

This **RFP** and any Addenda, the **Vendor's** proposal, including any amendments, a final offer, and any clarification question responses will be incorporated by reference in any resulting contract.

### **Mandatory Requirements**

To be eligible for consideration a **Vendor** must meet all mandatory requirements as identified in the **RFP**. Erie **County** will determine whether a **Vendor's** proposal complies with the requirements, and those that fail to meet any of the mandatory requirements may be disqualified.

### **Understanding of Specifications and Requirements**

By submitting a response to this **RFP**, the **Vendor** acknowledges it understands and will comply with the specifications and requirements.

### **Vendor's Signature**

The **Vendor's** proposal must be signed in ink by an individual authorized to legally bind the **Vendor**. The signature guarantees that the offer has been established without collusion. The **Vendor** will provide proof of authority of the person signing the **RFP** upon Erie **County's** request.

## **1.6 SUBMITTING A PROPOSAL**

### **Organization of Proposal**

**Vendors** must organize their proposal into sections that follow the format of this **RFP**. Proposals must include tabbed dividers separating each section. The following tabbed sections are required in the proposal in the following order:

1. Cover letter
2. Company Profile and Experience
3. Scope of Services (Responses to Specifications and Requirements)
4. Cost Proposal
5. References and Resumes

Erie **County** will not search through a proposal, literature and/or web references to find a required response. Please be sure all required information is either immediately available in the section prescribed or provide page numbers and/or sections if referenced in another section of the proposal.

### **Failure to Comply with Instructions**

**Vendors** failing to comply with these instructions may be subject to point deductions. Further, Erie **County** may disqualify it from further consideration if it does not follow the response format, is difficult to read or understand, or is missing requested information.

### Copies Required and Deadline for Receipt of Proposal

**Vendors** must submit one original proposal and three copies to Erie **County**. Erie **County** reserves the right to request an electronic copy of the **RFP** response. Each proposal must be sealed and labeled on the outside of the package indicating it is a response to **RFP** 1801-VF. Proposals must be received at the desk of Superintendent Thomas Diina **by 2:00 PM on Friday March 23, 2018**. **Vendor** is solely responsible for assuring delivery by the designated time. Fax responses will not be accepted.

### Late Proposals

Regardless of cause, Erie **County** will not accept late proposals. Such proposals will be automatically disqualified from consideration.

### Costs / Ownership of Materials

Erie **County** is not responsible for preparation costs. The **Vendor** is solely responsible for all costs it incurs prior to contract execution.

## **1.7 RFP STANDARD INFORMATION**

### Vendor Competition

Erie **County** encourages free and open competition to obtain quality, cost-effective services and supplies. Erie **County** designs specifications, proposal requests, and conditions to accomplish this objective.

### Evaluation of Proposals

An evaluation committee will evaluate all qualified proposals based on stated criteria and MAY recommend award to the highest scoring **Vendor**; yet reserves the right to make the award on subjective criteria in which Erie **County** determines a proposal best serves the needs and requirements of itself. The evaluation committee may initiate discussion, negotiation, or best and final offer.

### Opportunity for Discussion / Negotiation and/or Oral Presentation / Product Demonstration

After receipt of proposals and prior to the recommendation of award Erie **County** may initiate discussions with one or more of the **Vendors** should clarification or negotiation be necessary. **Vendors** may also be required to make an oral presentation and/or product demonstration. These shall be at the **Vendor's** expense.

### Best and Final Offer

Erie **County** may request a best and final offer if additional information is required to make a final decision.

### Request for Documents Notice

Erie **County**, upon selection of a **Vendor** after the evaluation process, will request required documents and information, such as insurance documents, contract performance security, an electronic copy of any requested material and any other requested documents. This does not constitute a contract and no work may begin until a contract signed by all parties is in place. Erie **County** will notify all other **Vendors** of its selection.

### Contract Execution

Upon receipt of all required materials, a contract incorporating the selected **Vendor's** proposal will be provided to the **Vendor** selected. If the selected **Vendor** does not accept all material requirements Erie **County** may move to the next **Vendor** or cancel the **RFP**. Work under the contract may not begin until all parties have signed the contract.

## Erie County Rights Reserved

While Erie **County** has every intention to award a contract resulting from this **RFP**, issuance of the **RFP** in no way constitutes a commitment by Erie **County** to award and execute a contract. Upon determination such actions would be in its best interest, Erie **County**, in its sole discretion, reserves the right to:

- Cancel or terminate the **RFP**
- Reject any or all proposals received in response to this **RFP**
- Waive any provision of this **RFP**
- Not award a contract
- Terminate a contract if Erie **County** determines that adequate funds are not available.

## 1.8 AN OVERVIEW OF THE ORGANIZATION

The Erie **County** Holding Center (**ECHC**) is located at 40 Delaware Avenue Buffalo, New York 14202. It is a pretrial, maximum security detention facility. It is the second largest detention facility in New York State, outside of Long Island and New York City. The **ECHC** has a capacity of housing 638 inmates remanded to the custody of the **Sheriff** of Erie **County**. It processes more than 20,000 inmates annually. The facility is a combination of pods and open bay construction and traditional linear type cells.



The Erie **County** Correctional Facility (**ECCF**) is located at 11581 Walden Avenue Alden, New York 14004. And presently can hold approximately 794 inmates of various classifications. The facility is a combination of "New Generation Jail" pods and open bay construction.

The populations housed at the **ECHC** and **ECCF** include: non arraigned, non-sentenced, and sentenced inmates. Males, females and adolescents (those adolescents adjudicated as adults) are housed at both adult facilities

## **SECTION 2 – DETAILED SCOPE OF SERVICES**

### **2.1 DEFINITIONS**

- 2.1.1 **EC**SO - Erie County Sheriff's Office
- 2.1.2 **E**CHC - Erie County Holding Center
- 2.1.3 **E**CCF - Erie County Correctional Facility
- 2.1.4 **EC**JMD - Erie County Jail Management Division
- 2.1.5 **C**ounty - Erie County, New York
- 2.1.6 **S**heriff - Sheriff of Erie County, New York
- 2.1.7 **V**endor - The Company responding to the Request for Proposals
- 2.1.8 **R**FP - Request for Proposals
- 2.1.9 **A**CA - American Correctional Association
- 2.1.10 **N**YSCOC - New York State Commission of Corrections
- 2.1.11 **N**CCHC - National Commission of Correctional Health Care

### **2.2 DETAILED SCOPE OF WORK**

The **Vendor** is to establish a program for the provision of comprehensive, large-scale food services for the inmates and staff of the **ECHC**, a division of the **EC**SO. The program must meet the constitutional and nationally recognized standards for nutritious and sanitized food service operations and, at a minimum, meet the **NYSCOC** Standards for Local Correctional Facilities; and all memorandums issued by the Chairman for the Commissioner of **NYSCOC** regarding the provision of food service operations in local correctional facilities. Furthermore, the **Vendor** must ensure that food service operations be provided by competent, credentialed food service practitioners, under the direction of a professional administrator; and that such services are provided in a manner that ensures cost-effective results.

Establish a Micro Market Place within the Holding Center's Employee Break Room.

The Employee Break Room will need to be transformed into a Micro Market Place for employees to have 24/7 access to fresh nutritious food choices that are moderately priced. To install a kiosk and have the ability to accept Charge Cards w/o attendants. See Section 2A for specifications.

\*\*\*It is understood that this service is above and beyond the kitchen services. So therefore, the County will have the ability to award in whole or part of specifications within this RFP.\*\*\*

The **Vendor** is to establish a food service management program for **ECCF** to only include purchasing of food and supplies for kitchen and to provide menus approved/signed by a Registered Dietitian licensed in the State of New York. All food preparation, sanitation and staffing will be conducted by **County** personnel.

#### **2.2.1 - Food Services**

**2.2.1.1** - The **Vendor** will provide all food, supplies, and equipment as outlined in the proposal and will be responsible for the storage of all food and related stores in the dry storage room, walk-in coolers, and walk-in freezers provided by the **County** and located within both the **ECHC** and **ECCF**.

The **Vendor** will assure the proper handling, storage, and temperature of food products delivered to the facility.

In addition, the **Vendor** will be responsible for inside deliveries of products to the proper designated storage area within the facility. Any and all equipment, materials, supplies, products, etc. purchased by the **Vendor** must be approved by the **Sheriff**/designee prior to use.

**2.2.1.2** – The **Vendor** will serve flavorful, visually appetizing, wholesome, nutritious, quality food at proper service temperatures, with correct portion sizes, and at designated meal service times.

**2.2.1.3** – The **Vendor** will provide all meal preparation using currently owned **County** food trays, utensils, and appliances, but will be required to replace such items as needed.

The **Vendor** will provide regular and post-meal cleaning/sanitation of soiled trays, carts, utensils, and related items used during food service operations.

The **Vendor** will also provide general cleaning/sanitation of the kitchen area, including food service equipment and storage areas contained therein.

**2.2.1.4** – The **Vendor** will be responsible to ensure the proper security of equipment, in conjunction with security staff assigned to monitor food service activities; and promote efficient food service operations at all times.

Following each meal, the **Vendor** will take an inventory of trays, utensils, and small wares; and report inventory results, including discrepancies, to the Food Service Manager.

The **Vendor** will be responsible to replace any items that are disposed of or destroyed due to normal wear and tear, at no expense to the **County**. These items include, but are not limited to: food trays, utensils, sporks, service ware, pots, pans, trays, and food carts.

The **Vendor** will be responsible to replace and/or repair equipment damaged by the **Vendor** or Inmate Worker as a result of negligence or inattentive supervision, at no expense to the **County**.

The **Vendor** will not be held responsible to replace/repair items damaged by willful acts of misconduct perpetrated by Inmate Workers. The **County** and/or Inmate responsible for such damage will incur all associated replacement/repair costs for willful acts of misconduct.

**2.2.1.5** – The **Vendor** will be responsible for all labor-related costs (except those associated with Inmate Workers).

The **Vendor** will be responsible for other related expenses; such as laundry and uniforms for **Vendor** employees.

The **Vendor** will be responsible for general liability, property insurance, licenses, bond premiums, office supplies, postage, taxes, and expenses for **Vendor** employee physicals.

The **Vendor** will be responsible for additional costs incurred by the **County** due to the **Vendor's** failure to comply with any permits, laws, rules, or regulations.

**2.2.1.6** – The **Vendor** will provide ongoing in-service training to **Vendor** employees and Inmate Workers, working under direction of the **Vendor**. Training will cover such areas as: safety, sanitation, and food handling.

The **Vendor** will submit an annual report of training conducted and attendees during the preceding year to the **Sheriff/designee**.

**2.2.1.7** – The **Vendor** will provide the following at their own expense:

(1) All raw and cooked food necessary to provide meals for inmates and **County** employees assigned to work at the **ECHC**.

(2) All paper, foil, and plastic products used in the daily routine of food service operations. These include, but are not limited to: aluminum foil, plastic wrap, paper bags, wax paper sandwich bags, Styrofoam trays/containers, plates, bowls w/ lids, cups w/ lids, bun rack covers (oven covers), labels, and parchment paper.

(3) All cleaning products, equipment, and supplies necessary to ensure sanitation and cleanliness of the kitchen area, storerooms, coolers/freezers, and equipment.

(4) All protective garments for **Vendor** employees and inmate food service workers including but not limited to: caps, hairnets, aprons, plastic gloves.

(5) All trash can liners for cans located in the kitchen area.

**2.2.1.8** – The **Vendor** will be responsible for the installation, service, security, and cost of internet services required to operate under this agreement, coordinated with the **County**.

## **2.2.2 – Use of County Facility and Equipment**

**2.2.2.1** – The **ECHC** Food Service Area is approximately 2586 sq. ft.

The following is a list of equipment owned by the **County** and is located in the **ECHC** kitchen area.

### **ECHC – 2 Vulcan Convection Ovens**

**2 Southbend Marathoner Gold Convection Ovens**

**4 Southbend Stoves/4 burners with ovens**

**1 Gas Skillet**

**2 50 Gallon Southbend Steammaster Kettles**

**1 Hobart Mixer**

**2 Ice makers**

**1 Hobart Deli Slicer**

**2 Walk in Coolers**

**2 Walk in Freezers**

**2 Upright Coolers**

**1 Upright Freezer**

**Various pots and pans, baking sheets along with assorted utensils**

The Food Service Area includes office space for one individual with storage space and bathroom facilities.

The facility kitchen, together with kitchen equipment and utensils located therein, will be made available for use by the **Vendor** under this Agreement. The physical plant and equipment is only an accommodation to the **Vendor**, the **County** makes no warranties, expressed or implied as to the availability, fitness, or use. A joint inventory of **County**-owned equipment will be conducted at the earliest possible date by the **Vendor** and the **County** to determine quantity and serviceability of equipment on hand. Repairs of **County**-owned equipment will be at the expenses of the **County** unless determined by the **County** to be caused by abuse or neglect of the **Vendor** or Inmates Workers under direct supervision of the **Vendor**. All **County**-owned equipment will remain the property of the **County**.

## **2.2.2 – Menu (Portions for all meals will be equal)**

**2.2.2.1** – All menus and special diets must meet the standards for adult holding and detention facilities as established by the **NCCHC**, **NYS** Minimum Standards Part 7009 and Correction Law 45. The **Vendor** will have all menus approved and signed annually by a Registered Dietitian licensed by the State of New York.

All meals served will be in compliance with current Recommended Daily Allowance for adult males as established by the National Academy of Sciences, as prescribed for inmates under New York State Department of Corrections Law 45(6), Part 7009 of **NYS** Minimum Standards, and will provide an average of 2,900 calories per day and a minimum of seven-five (75) grams of protein, in addition to all required nutrients. The **Vendor** shall institute revisions to the program when updates are issued by the aforementioned authorities.

## **2.2.3 – Special Diets (Medical/Religious)**

**2.2.3.1** - In addition to the regular twenty-eight (28) day cycle meal plan, the **Vendor** will provide, a special menu for inmates on special, modified, medical and/or religious diets (i.e.: Kosher meals, Ramadan, allergies, diabetic, etc.) The **Vendor** will provide therapeutic diet meals upon the **County**'s request. Specific therapeutic diets will be prepared and served to inmates in accordance with order of the **County**'s attending physician, dentist, or responsible health authority. Medical diets will be specific and complete and will be furnished in writing to the **Vendor**.

**2.2.3.2** – The **Vendor** will provide diets in compliance with applicable religious requirements of the inmates as approved by the **Sheriff**/designee.

**2.2.3.3** – The **Vendor** will provide a minimum of four (4) holiday meals at Thanksgiving, Christmas, New Year's Day and Easter; and others as requested by the **County** for inmates and staff.

**2.2.3.4** – The **Vendor** will provide restricted diet meals, which conform to the sample menus contained in the **Vendor**'s proposal.

**2.2.3.5** - The **Vendor** will provide copies of all "special diets menus" to the Facility Medical Department and Administrative Office. Diets will include calorie content and food served by type and portion amount. Special diets will be provided to the JMD Administration and Correctional Health Division prior to the start-up date of this Agreement.

**2.2.3.6** – The **Vendor** will provide, at the request of the **Sheriff**/designee, "finger foods" served with no utensils on a specialized tray for inmates housed in Special Housing Units, including medical/mental health watches, including Nutra-loaf.

**2.2.3.7** – The **Vendor** will have the inmate menu reviewed annually by a Registered Dietician, licensed by the State of New York and include a signed nutritional compliance statement.

**2.2.3.8** – The **Vendor** will maintain a sample meal of each meal served for 72 hours. The **County** reserves the right to review and change the menu at its discretion.

## **2.2.4 – Meat Portions**

**2.2.4.1** – All meat portions will be no less than 4 ounces and no more than 6 ounces cooked weight. Beef Graded USDA good will be used for pot roast or stews. Otherwise, only first quality foods, such as Grade A eggs, Grade A or B poultry, U. S. Choice Grades of Beef, Grade A or B fancy fresh or frozen vegetables and fruits, and Grade A or B canned goods will be used. No pork products or pork derivatives including gelatin, will be used. At the request of the **Sheriff**/designee, the **Vendor** will provide a manufacturer's statement of ingredients for the requested items. Ground beef and ground beef patties will be provided with a minimum lean to fat ratio of 80/20. Ground beef will not contain any: gland meat, bull meat, stag meat, or head meat. Only USDA inspected meat will be used. During grinding, meat should remain below 40F, but not less than 30F. Meat should be double ground. Soy or other extenders are acceptable up to 6%.

## **2.2.5 – Cereal, Condiments, Sample Meals**

**2.2.5.1** – Cereal - Cereal on menus designates one (1) cup. One cup is measured to be either (9) 8 ounces by volume or one and one half (1 ½) ounces by weight. Only bulk cereal is to be used.

**2.2.5.2** – Condiments - Condiments such as ketchup, mustard, mayo-type dressing, margarine, salad dressing, syrup, and jelly will be provided in prepackaged, portion control packages. Salt and pepper will not be served to inmates.

**2.2.5.3** – Sample Menus - The **Vendor** will provide a 28 & a 42 day sample menu submitted with this proposal.

## **2.2.6 – Staff Meals**

**2.2.6.1** – The **Vendor** will provide three meals to **ECHC** staff who are assigned to work during regularly scheduled meal times. Meals provided will be the same as those served to inmates, and will be served at a time to be determined by the Jail Administrator.

The **Vendor** shall provide an enhanced menu program for staff. Menu options and pricing shall be included on an enhanced menu list.

Additional staff food will be provided by the **Vendor** upon request of the **Sheriff**/designee. Staff meals will be counted in the total numbers of meals served to determine the price per the sliding scale.

**2.2.6.2** – The **Vendor** will provide meals, in paper bags or other temporary food storage container, for inmates that miss the meals because they are out of the facility at the time of meal service.

At a minimum, these “bagged/boxed” meals shall be composed of the following: Four (4) slices of bread, Two (2) ounces of meat (e.g. turkey, turkey bologna, turkey, salami, etc...), Two (2) ounces of cheese, one (1) serving of fruit (e.g., apple, orange, and pear), beverage and packaged condiments (e.g., mustard, mayo-type dressing, ketchup).

## **2.2.7 – Food Quality**

**2.2.7.1** – The **Vendor** will use the following standards for purchase of raw food products: All food and beverage products used in the performance of this Agreement must be served prior to the expiration date, when so dated.

The **Vendor** will provide, at their expense, natural fruit juice (may be reconstituted) for special diets. A stock (minimum of one (1) quart) of the aforementioned natural fruit juice will be kept in the Jail’s Medical Office for their use during emergencies.

## **2.2.8 – Temperature of Meals**

**2.2.8.1** – The **Vendor** will maintain food temperatures in accordance with the New York State Health Department heating and cooling requirements.

In addition, the **Vendor** will meet or exceed all New York State Department of Health Food Service Sanitation Guidelines, and all **NCCHC** and **NYSCOC**, **County** Correctional Facility Standards.

## **2.2.9 - Supplies and Equipment**

**2.2.9.1** – *Cost* - The **Vendor** is responsible for the cost of all supplies and equipment needed to provide food service, with the exception of costs associated with inmate labor.

**2.2.9.2** - *Telephone Service* – The **Vendor** shall be responsible for all telephone, fax lines and photocopying fees and/or machines relating to its ability to perform services under this agreement. The **County** will provide telephone service within the facilities for communication.

**2.2.9.3** - *Office and Work Facilities* – The **County** shall provide the **Vendor** with office space and utilities.

## **2.2.10 - Program Support Services**

**2.2.10.1** - *Administrative Meetings and Reports* – The **Vendor** shall coordinate monthly Medical Administrative Meetings to discuss food services. Minutes or summaries shall be maintained and distributed to all attendees with copies retained for future reference.

**2.2.10.2 - Staff Meetings** – The **Vendor** shall conduct monthly staff meetings and maintain minutes of such meetings. Staff meetings shall include and be attended by assigned facility staff.

**2.2.10.3 - External Reviews** – The **Vendor** shall prepare and participate in external reviews, inspections and audits as requested and shall participate in the preparation of responses to critiques. The **Vendor** shall develop and implement plans to address/correct identified deficiencies.

**2.2.10.4 - Statistical Data** – The **Vendor** shall describe its management information system. The **Vendor** shall be required to keep statistical data related to the inmate food service program which shall include utilization of service statistics and other areas that the **Vendor** and **County** agree would be useful to evaluate the food service program and anticipate future needs.

The **Vendor** shall prepare statistical reports on a monthly basis. The **Vendor** shall provide a narrative monthly report delineating the status of the food service program, which also identifies potential problems and discusses their resolution.

**2.2.10.5 - Inmate Grievance – Complaint Policy** – The **Vendor** shall specify the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the food service program. This Policy must comply with the **Sheriff's** legal requirements for maintaining an Inmate Grievance Program pursuant to New York State Commission of Correction Standards for local correctional facilities.

The **Vendor** shall maintain monthly statistics of grievances filed including complaints with and without merits.

All grievance procedures shall be in accordance with the **County** guidelines and **NYSCOC** regulations.

All grievances will be responded to in writing within 24 hours of its receipt. The **ECSCO** and/or **County** reserve the right to review inmate grievances and the **Vendor's** actions. The **Vendor** must implement the **ECSCO** and/or **County's** recommendations in disputed cases.

**2.2.10.6 - Policies and Procedures** – The **Vendor** shall be responsible for the development, maintenance and annual review of administrative and operational policies and procedures. The **ECSCO** reserves the right to approve policies and procedures of the **Vendor**. The policies and procedures shall be designed to meet **NCCHC**, **ACA** and New York Statutes. Policies should also be congruent with the **NYSCOC** requirements for local correctional facilities. The policies should be site specific. The policies shall be signed and reviewed annually by the Food Service Manager, **Sheriff**, Jail Administrator, and Compliance Officer with additional review and congruence by the contract monitor.

**2.2.10.7 - Strategic Planning and Consultation** – The **Vendor** shall indicate its capability for strategic operational planning and administrative consultation. The **Vendor** shall be involved in the planning and programming of future renovations. The **Vendor** shall assign a member of its staff to attend all relevant meetings pertaining to future jail construction, or renovations and the subsequent transition.

**2.2.10.8 - Safety and Sanitation Inspections** – The **Vendor** shall coordinate monthly safety and sanitation inspections of the **ECHC** and **ECCF** food service areas with designated **County** personnel. The **Vendor** shall make appropriate recommendations for corrections on discrepancies or citations noted.

**2.2.10.9 - Cost Containment Program** – The **Vendor** shall specify a detailed plan for the implementation and operation of a cost containment program. Addressed in this section shall be the mechanism(s) by which the **Vendor** plans to control costs, areas in which cost savings can be achieved and evidence of the success of such programs at other **Vendor** sites.

**2.2.10.10 - Records and Documentation Upon Termination of Contract** – All manuals, policies and procedures, food service related records, and other records and documentation developed, purchased or maintained by the **Vendor** for the **ECJMD**, a division of the **ECSCO**, shall remain the property of and in the custody of the **ECSCO** without further obligation.

## **2.3 STAFFING**

The **Vendor** will maintain trained staff, which shall be on duty seven days per week, 52 weeks per year, during meal prep, service and clean up times. The **Vendor** will provide efficient operation, expert administration, dietetic service, purchasing, accounting, supervision service, technical assistance, and planning to fulfill all aspects of this Agreement.

The **Vendor** will submit a staffing plan that is designed to meet the needs of the operation. The staffing plan should consider the current scope of the comprehensive food service operations as well as any additional needs of the operation; taking into account any proposed changes or additions to the scope of the operation which may be needed to fulfill the proposed program.

The **Vendor** will provide a Food Service Manager to be in attendance whenever the kitchen is in operation, to assure quality performance. Either the resident Food Service Manager or the Assistant Food Service Manager will be on duty each day. Additionally, either the Food Service Manager or the Assistant Food Service Manager will be on-call twenty-four (24) hours per day in order to provide administrative backup for on-duty **Vendor** staff and for the purpose of contact by **County** officials.

### **2.3.1 - Proposed Staffing**

The **ECSO's** proposed food service staffing of the **ECHC** is outlined in Appendix A. The **Vendor's** proposal must include the number of staff that is proposed to be on site during each meal service and clean up period including the specific professional rank of each. Variances for weekends or holidays should also be noted.

**2.3.1.1 – Plan-** **Vendors** may submit an alternate staffing plan as an alternate bid. The expectation is that the staffing plan that is submitted by the **Vendors** should be sufficient to carry out the food services required to fulfill the obligations of this contract according to **NCCHC** and **NYSCOC** standards.

### **2.3.2 - Recruitment and Credentialing**

**2.3.2.1 - Recruitment** – The **Vendor** shall recruit and interview candidates. Priority should be given to qualified candidates that reside locally. The **Vendor** shall interview each candidate with a special focus on technical expertise, emotional stability, and motivation. The Superintendent or designee shall be involved in the interviewing process and final selection of the Food Service Manager candidates. Current qualified employees are to be given priority in any hiring process by the **Vendor**. In this regard, those current employees who wish to be considered for employment with the **Vendor** are to be interviewed and considered for employment prior to the public posting or advertising for personnel to fill the open positions.

The **Vendor** should address the retention of current staff in its response. In order to maximize the retention of current staff that are deemed qualified and wish to continue in their current or equivalent positions, the **Vendor** is required by the **Sheriff** to carry over all leave benefits including accumulated vacation, compensatory, personal leave and sick time.

**2.3.2.2 - Credentialing** – The **Vendor** shall specify its credentialing procedures for professional staff employed at the facility.

**2.3.2.3 - Personnel Files** – Personnel files of all sub**Vendors** and **Vendor** employees shall be kept at the facility. The files shall be made available to the facility administrator, contract monitor or designee. These files shall include, but not be limited to malpractice insurance certificates, evaluations and position responsibilities.

**2.3.2.4 - Turnover of Staff** – The **Vendor** shall describe its current food service employee turnover ratio in other contracts and shall additionally indicate specific turnover for and Food Service Managers.

**2.3.2.5 - On-Site Visit to Facility** – All screened candidates shall make an on-site visit to the facility prior to employment.

**2.3.2.6 - Approval by County of Company's Employees** – The final selection of all employees or sub**Vendors** shall be subject to approval by the **Vendor**. Initial and continued employment of staff and sub**Vendors** shall be subject to approval of the **County**. The **County** reserves the right to prohibit any of the **Vendor's** employees and/or independent **Vendors** from performing service with regard to this contract.

**2.3.2.7** - The **Vendor** shall provide the names of corporate or regional management personnel assigned to this contract. A resume of the regional manager shall be included with this proposal. Any replacement personnel shall be subject to approval of the **County**.

**2.3.2.8** - The **Vendor** shall notify and consult with the Superintendent prior to discharging, removing, or failing to renew the contract of a professional staff member.

**2.3.2.9 - Rejection of Vendor's Personnel** – The **ECISO** shall have the right to reject for use or service the employment by the **Vendor** of any person or firm. The **Sheriff** /designee reserves the right to remove from the site any person or firm employed or engaged by the **Vendor** when the **Sheriff** /designee deems it to be in its best interest of the successful implementation of its correctional food service program. The privilege of entering and/or remaining on the premises of any secured facility under the jurisdiction of the **Sheriff** may be revoked at any time.

**2.3.2.10 - Employment Processing** – All personnel shall be required by the **ECISO** to pass a criminal record review conducted by the **County** for initial and/or continued employment. Additionally, all personnel performing on-site services are required to undergo a pre-employment drug screening the cost of which is paid for by the **Vendor**. All candidates successfully cleared through this process may be considered eligible for hire. In addition, the **Vendor** will detail in its proposal the hiring process to be utilized and a method to provide information regarding the individuals previous work history and credentials required to fulfill the duties of the position to be filled.

**2.3.2.11 - Facility Security** – The **Vendor** and its personnel shall be subject to and shall comply with all security regulations and procedures of the **County** and **ECISO**. Violations of regulations may result in the employee being denied access to the **ECHC** and **ECCF**.

In this event, the **Vendor** shall provide alternate personnel to supply services, described herein, subject to the **ECISO's** approval. The **ECISO** shall provide security for the **Vendor's** employees and agents consistent with security provided to other Correctional Facility employees and/or visitors.

**2.3.2.12 - Compliance with State and Federal Statutes** – All personnel shall comply with current and future state, federal, and local laws and regulations, court orders, administrative directives, **ECISO** directives, **ACA** standards, **NCCHC** standards, **NYSCOC** standards, Chairman's Memorandums, and policies and procedures of the **ECJMD**.

**2.3.2.13 - Employee Training and Orientation** – The **Vendor** shall describe the orientation program for its staff. The **Vendor** shall be responsible for ensuring that all new food service personnel are provided with orientation and appropriate training regarding food service practices on-site at the **ECHC**. An outline of the orientation and in-service program shall be submitted with the proposal. Orientation regarding other Correctional Facility operations shall be the responsibility of the **Sheriff**/designee.

**2.3.2.14 - Staff Security Orientation** – The **Vendor's** new employees are required to attend an orientation program conducted by the **ECISO** consisting of security, classification, blood borne pathogen, CPR and First Aid within 60 days of their employment. The **Vendor** shall be responsible for the employee compensation during this training.

**2.3.2.15 - Non-Compete Agreements** – The **Vendor** is prohibited from entering into covenants with "Not to Compete" or "Non-Competition" clauses with either employees or independent **Vendors**, or any party specifically related to the performance of any obligation required under this agreement, which would prohibit said independent **Vendor** or employee from competing, directly or indirectly, in any way with the **Vendor**. For the purpose of this paragraph, the

term “competing directly or indirectly in any way with the **Vendor**” shall mean the entering into or attempting to enter into any similar business with that carried on by the **Vendor** with any individual, partnership, corporation, or association that was or is the same or related business as the **Vendor**.

**2.3.2.16 - Staffing and Schedules** – All hours shall be spent on-site at the **ECHC**, except as otherwise expressly agreed to by the Superintendent and the **Vendor**. **ECHC** staffing work schedules may be modified upon the parties’ mutual agreement and written consent. Copies of staff schedules will be provided to the Superintendent on a monthly basis, one week prior to the start of the month. An accounting of actual days/hours worked by staff will be provided to the Superintendent on a monthly basis at the end of each month.

**2.3.2.17** - A full-time contractual staff compliment shall be on-site for at least 40 hours per week. A 40 hour, on-site week shall consist of a 40 hour work schedule and an additional one-half hour unpaid meal period for each shift.

**2.3.2.18** - The **Vendor**’s staff shall administer the food service program at the **ECHC & ECCF**. The staff shall be on-site each week at the **ECHC**. The staff shall not be reassigned to assist with problems associated with any other contracts. The Food Service Manager shall be responsible for overseeing the maintenance of food service records, scheduling of off-site appointments, ordering of food, supplies, and equipment.

**2.3.2.19** - All staff (employees, contractual and those employed by the **Vendor**) shall be required to comply with sign-in and sign-out procedures on a mutually agreed upon timekeeping form. The **Vendor** shall be permitted to substitute an automated time clock system or other method, which is subject to the approval of the **ECSSO**. The **Vendor** will be required to report in writing, staff schedules and staff working hours to the Superintendent on a weekly basis. Approved automated systems may be utilized for the purpose of these required reports.

**2.3.2.20 - Employee Benefits** – The **Vendor** shall specify how they intend to cover periods of absences caused by vacations, holidays, and sick leave, and shall state what relief factor (if any) was computed into their staffing ratio. The **Vendor** should state whether positions in their proposal are to be covered by full or part time personnel.

**2.3.2.21** - The **Vendor** shall include a synopsis of their benefit programs as an appendix to this proposal. The **Vendor** should describe its vacation, sick time, and leave policy and information regarding medical insurance coverage.

**2.3.2.22 - Staffing Shortage Penalties** – The **Vendor** shall agree to issue the **County** the appropriate financial credit consisting of an hourly salary and fringe benefits for all hours relating to each incidence that a position is not covered or remains vacant. Adjustments shall be made on a monthly basis. If the position of Food Service Manager is left vacant for a period of greater than thirty (30) days, the **Vendor** shall pay one and a half times the salary rate per hour times the number of hours the position was left vacant after thirty (30) days.

**2.3.2.23 - Staff Leave Time** – The **Vendor** shall also make provisions in their staffing plan to cover periods of vacation, staff training and education or sick time by including appropriate relief factors and per diem staff. The **Vendor** shall specify in their staffing plan what relief factors and how many staff shall be included in their staffing plan. Deductions for vacation, sick time or education leave shall occur after three consecutive days of absence of staff.

## **2.4 - OPERATIONS**

### **2.4.1 - Meal Times**

**2.4.1.1** - Inmate meals will be provided three (3) times per day, seven (7) days per week, fifty two (52) weeks per year, including leap year. Meals will generally be served during the following times, and will be served in compliance with Part 7009.6 of the NYS Minimum Standards and Regulations for Management of County Jails and Penitentiaries:

Breakfast: 0500 – 0600 hrs.

Lunch: 1100 – 1200 hrs.

Dinner: 1630 – 1730 hrs.

No more than fifteen (15) hours is permitted between the evening meal and breakfast meal on the following day.

## **2.4.2 – Meal Service**

**2.4.2.1** - There is no inmate dining area at the **ECHC**. All meals are delivered to the housing unit at the respective meal times for consumption.

**2.4.2.2** - The **Vendor** will provide insulated meal carts for the transportation of meals to the housing units.

**2.4.2.3** - Facility security staff will provide the **Vendor** with meal orders/counts at least two (2) hours prior to each meals service time.

**2.4.2.4** - The **Vendor**, will fill food trays in the kitchen in an assembly line fashion and will load completed meal trays into insulated food carts.

**2.4.2.5** - Facility security staff will verify meal counts, inspect all carts for contraband, and supervise the timely and sanitary distribution of meal carts to inmate housing units for consumption. The **Vendor** is responsible for the physical delivery and retrieval of meal carts from all Housing Areas (or any other area of the facility where meals are served) within ECHC.

**2.4.2.6** - Upon completion of meal service, facility security staff will receive meal carts returned from housing units, inspect/count trays & utensils to ensure all trays/utensils are returned to the kitchen and no contraband is present.

**2.4.2.7** - The **Vendor**, along with the Inmate Food Service Workers, will ensure all used trays are emptied, washed, sanitized, and stored in proper location.

**2.4.2.8** - The **Vendor** will ensure that food service equipment, counters, and floors are cleaned and sanitized following meal service.

**2.4.2.9** - The **Vendor** will provide training on proper tray assembly and ensure all portion sizes are controlled and equally distributed for all inmates.

## **2.4.3 - Advertising**

**2.4.3.1** - The **Vendor** will follow all **ECSO** and **County** regulations, rules, and standards.

**2.4.3.2** - The **Vendor** will obtain prior approval from the **County** for the use of any item with any logo, design, lettering, or advertising of any type on items such as papers plates, cups, or portion controlled packets of any kind.

## **2.4.4 - Use of Signs**

**2.4.4.1** - No signs, advertisements, notices, or pictures of any kind will be painted, inscribed, or affixed to any part of the premises, or any part of the buildings, without prior approval of the **Sheriff**. The **Vendor** vehicles may have the **Vendor's** name and address painted on the doors.

## **2.4.5 - Inmate Food Service Workers and Indemnification**

**2.4.5.1** - The **Vendor** will be fully responsible for the training and supervision of all inmates assigned as food service workers, in so far as his/her assigned duties and subsequent performance.

**2.4.5.2** - The **Vendor** may at its discretion assign or reject any or all inmates on any given shift, at any time with final approval of the **Sheriff**/designee.

**2.4.5.3** - The **Vendor** will utilize facility administrative/disciplinary procedures for any inmate removed from the kitchen.

2.4.5.4 - Inmates are not permitted to ride in any **Vendor** vehicles at any time.

2.4.5.5 - The **Sheriff**/designee will be responsible for security and will be entitled to remove any or all inmates at any time from the kitchen or food service assignment.

2.4.5.6 - The **Vendor** will indemnify and hold harmless, **County**, **Sheriff**, and its officials, officers, employees, and agents from and against all liability for loss, costs, damages, injuries, and claims which may result from the **Vendor's** use of inmates in the food service operation at the facility when such liability is attributable to any act of negligence or omission by the **Vendor**, its officers, employees, agents, consultants, sub **Vendors**, **Vendors**, owners, or shareholders.

2.4.5.7 - The indemnities herein provided for are in addition to all other indemnities provided for this Agreement.

#### 2.4.6 - Procedures for Processing Complaints

2.4.6.1 - The **Vendor** will make note of any and all complaints and report them immediately to the **Sheriff**. The Sheriff will determine if they are to be initially investigated by the **County** or the **Vendor**. Should the **Sheriff** determine the initial investigation is to be handled by **Vendor**; the **Vendor** will follow their policies as outlined in the **Vendor's** proposal.

2.4.6.2 - The **Vendor's** Food Service Manager will act upon all complaints.

#### 2.4.7 – Emergency Contingency Plan

2.4.7.1 - The **Vendor** will continue to provide services under the Emergency Contingency Plan outlined in the **Vendor's** Proposal, should an event occur that may curtail or impact the normal operation of the facility, including but not limited to lockdowns, strikes by the **Vendor's** employees, natural disasters, riots, fire, power failure or kitchen shut down.

2.4.7.2 - The **Vendor** will continue to provide three (3) meals per day at the regular times. All meals will continue to meet the health and dietary requirements outlined in this Agreement.

Any facility outside of **ECHC & ECCF** used by the **Vendor** to prepare meals, will maintain its health certification, while operating under this Agreement. Additional costs incurred by the **Vendor** during an emergency (as determined by the **Sheriff**) will be charged to the **County** at the **Vendor's** cost.

The **Vendor** will have on site, at all times, sufficient commodities to provide for, not less than fourteen (14) days of three (3) complete meals, in case of emergency for both inmates and staff.

#### 2.4.8 – Surplus Commodities

2.4.8.1 – The **County** may qualify to receive Surplus Commodities from the U.S. Department of Agriculture. There is no guarantee as to what, if any, commodities will be available during the life of this Agreement. The **Vendor** will utilize USDA commodities available to **County**.

2.4.8.2 – Federal regulations permit a **Vendor's** use of Surplus Commodities in providing food service in prisons, jails, and detention centers. However, the **Vendor** will assume all costs, both direct and indirect, in procuring such commodities and in complying with the rules and regulations of the U.S. Department of Agriculture, specifically:

The **Vendor** agrees that any USDA commodities received on behalf of the **County** will only benefit the **County** and will be utilized only in the performance of the Agreement. The **Vendor** will maintain all financial and supporting documents, statistical records, and any other records pertinent to the use of the USDA surplus commodities program. The records and documents will be available for the duration of this Agreement and for a minimum of six (6) years and ninety (90) days after the termination of this Agreement.

**2.4.8.3** - The **Vendor** agrees that if any litigation, claim or audit involving these records begins before the above period expires, and the **Vendor** will keep the records and documents for not less than six (6) years and ninety (90) days and/or until litigation claims or findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written Agreement is entered into.

Any Surplus Commodity or food provided for the facility will be credited on the next month's invoices. Credit will be separately stated on the invoice and will be calculated on the fair market value of the commodities received less shipping expenses.

#### **2.4.9 – Energy Conservation**

**2.4.9.1** - The **Vendor's** work force will perform services in such a manner as to conserve electricity, gas, and water as part of the scope of operations under the Agreement.

#### **2.4.10 - Sanitation**

**2.4.10.1** – The **Vendor** will ensure the entire food service department (kitchen, storeroom, and break room area will be operated and maintained in a clean and sanitary condition in complete compliance with Federal, State, and local standards, including but not limited to the regulations promulgated and enforced by the **ECISO**.

**2.4.10.2** - The **Vendor** will successfully pass all required health and sanitation inspections whether by **County**, State, or Federal officials with a Grade "A" or "equivalent" numerical score. Any costs incurred by the **County** due to **Vendor's** failure to pass any required health and sanitation inspections will be the responsibility of the **Vendor**.

**2.4.10.3** - The **Vendor** will collect and dispose of all rubbish, garbage, litter, or other waste in accordance with **ECISO** & **ECJMD** policies.

**2.4.10.4** - The **County** will be responsible for proper removal of trash and garbage within a reasonable amount of time after completion of each meal from the premises.

**2.4.10.5** - The **County** will provide dumpsters and will be responsible for having them emptied. The **Vendor's** Food Service Manager will participate in periodic facility inspections with the **Sheriff/designee**. The **Vendor** will establish hazardous chemical logs and comply with all applicable laws and standards concerning the use, storage and handling of hazardous substances and chemicals. This includes MSDS regulations.

**2.4.10.6** - The **Vendor** agrees to submit to inspections by the **Sheriff/designee** and by **County** Health Department, State Health Department or other similar **County**, State, or Federal agencies upon the request of the **Sheriff/designee**.

**2.4.10.7** - The **Vendor** will require all employees on all shifts to have Federal, State, or **County** Food Service Sanitation Certification when required by any such agency.

**2.4.10.8** - The **Vendor** will not dispose of grease in drains. Grease will be disposed of in accordance with local health codes and the collection and removal of grease will be accomplished by an independent hauler, at the **Vendor's** expense.

**2.4.10.9** – All chemicals, supplies, and other materials required for the proper sanitation will be provided by the **Vendor**. The use of any chemical will be subject to prior approval by the **Sheriff/designee**.

#### **2.4.11 – Reports and Records**

**2.4.11.1** – The **Vendor** will provide a weekly report indicating the number of daily meals served to inmates and **County** staff. The report will be broken down into categories by the three meal times, by housing locations, regular meal, and facility staff meals. The **Vendor** will provide training reports when applicable.

Reports will be submitted monthly to the **Sheriff**/designee.

#### **2.4.12 – Management Meetings**

**2.4.12.1** – At the end of each quarter during the term of this agreement, the **Vendor** will send the **Vendor's** Regional Manager to the facility to meet with the **Sheriff**/designee to discuss the following areas to include but not be limited to:

- \* Food portion sizes
- \* Menu compliance (amount and product, completeness)
- \* Food temperature and other health and safety issues.
- \* Complaints/concerns

A written report will be submitted within two weeks of the above referenced meeting by the **Vendor**.

### **2.5 - PERFORMANCE ADJUSTMENTS**

#### **2.5.1 - Failure to Pay Invoices**

**2.5.1.1** - Repeated failure to pay invoices within sixty (60) days of receipt or to have an agreement with a subcontracted company for payment may result in termination of the contract.

### **2.6 - GENERAL REQUIREMENTS OF PROPOSED VENDORS**

**2.6.1** – The **Vendor** will return to the **County** at the expiration of this Agreement the food service premises and all equipment furnished by the **County** in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrences and except to the extent that said equipment may have been stolen by persons other than employees of the **Vendor** without negligence on the part of the **Vendor** or its employees and providing that all damages and losses are reported to the **Sheriff**/designee, in a timely manner, for all items covered by this paragraph. The **County** will pay for needed repairs caused by normal wear and tear.

#### **2.6.2 - Stock of Food on Hand**

**2.6.2.1** - The **Vendor** may purchase all useable and wholesome food products and all supplies, chemicals, and miscellaneous items used by the **County** in the operation of the Food Service Department. **County** and **Vendor** will inventory all products prior to beginning service. Said value will be mutually agreed upon by both parties.

**2.6.2.2** – Thirty days prior to the termination of this Agreement, **Vendor** will notify the **Sheriff**/designee of its intent to sell the remaining inventory, which at the **County's** option, may be purchased at fair market value.

#### **2.6.3 – Transition and Continuity of Service of Expiration of Contract**

**2.6.3.1** - Continuity of service is critical to the **County**. The successful **Vendor** must agree to this philosophy and upon expiration of the Agreement agree to:

Exercise best efforts and cooperation for an orderly and efficient transition of the food service to a new **Vendor** or to the **County**. There will be no interruption of service.

Negotiate a plan in good faith, with the successor to determine the nature and extent of the phase-in, phase-out services required. The plan will specify a date for service transition as described in the plan and shall be subject to the **Sheriff's** approval. The **Vendor** will provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for in this Agreement are maintained at the required level of proficiency.

**2.6.3.2** - The **Vendor** will own all food items, beverage items, chemicals and food inventories used for this Agreement. The **Vendor** may negotiate with the successor any terms and conditions for sale or transfer of ownership, of any or all inventories.

**2.6.3.3** - There will be a ninety (90)-day termination clause whereas either **County** or the awarded **Vendor** can cancel the contract with 90 days prior written notice. Written notice should be directed to the **Sheriff** and to a designated representative of the **Vendor**.

#### **2.6.4 - County Supplied Services**

**2.6.4.1** – The **County** will provide, install, maintain, repair, replace if necessary and permit the **Vendor** to use all mechanical food service equipment. Repairs required as a result of misuse or abuse or negligence by **Vendor's** personnel or inmates under their supervision of the **Vendor** will be paid by the **Vendor**. In the event repairs are required, the **Vendor** will immediately notify the appropriate **County** personnel.

**2.6.4.2** – The **County** will provide trash removal, pest control, office space, inmate uniforms, and utilities, excluding modem and FAX services.

**2.6.4.3** – The **County** will provide a sufficient number of inmate laborers at the times and locations necessary to assure efficient food service operations. The **Vendor** will provide staff as outlined in this Agreement to supervise inmate workers provided by the **County**.

**2.6.4.4** - The **County** will provide adequate ingress and egress to all production area used by the **Vendor** and will provide adequate heat, gas, lights, ventilation, and all other utilities.

**2.6.4.5** – The **County** will provide general maintenance to the building structure including but not limited to, the maintenance of, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces.

**2.6.4.6** – The **Vendor** will not make any alterations to, additions to, or removal of any walls, windows, floors, ceilings, doors, equipment, or fixtures, without the prior written approval of the **Sheriff/designee**. Windows and other openings will not be covered with any blinds or drapes without prior written approval of the **Sheriff/designee**.

**2.6.4.7** – The **Vendor** will call to the **Sheriff/designee's** attention any equipment or items that are in need of repair or replacement. The **Vendor** will ensure all employees and inmates exercise due care in the use of such equipment.

#### **2.6.5 – Security**

**2.6.5.1** – The **Vendor** and the **Sheriff/designee** understand that security services are necessary for the safety of the agents and employees, as well as for the security of inmates and facility staff. The **Sheriff/designee** will provide security services sufficient to enable the **Vendor** and its personnel to safely provide the food services as outlined in the Agreement.

**2.6.5.2** – The **Sheriff/designee** reserves the right to observe the **Vendor's** operations and inspect the kitchen and laundry related areas at any time without notice to the **Vendor**. The **Vendor** will abide by any and all of the **County** rules and regulations, procedures and General Orders, as well as any directive by the **Sheriff/designee** regarding the **Vendor's** performance under this Agreement.

**2.6.5.3** – All **Vendor** employees will be thoroughly screened by the **Sheriff**/designee prior to commencing work at the facility.

The **Sheriff**/designee will have the sole right, at any time, to reject any such employee who, in the **Sheriff**'s/designee judgment, poses a risk or potential risk to the security or operations of the facility. The **Sheriff** reserves the right to require all of the **Vendor**'s employees, **Vendors**, and sub **Vendors** to submit to photographing, fingerprinting, and urinalysis testing, at the **Vendor**'s sole expense. Persons not previously screened for admittance will not be admitted to the facility without proper notification by the **Vendor** and authorization from the **Sheriff**/designee.

**2.6.5.4**– Any unusual occurrences will be reported immediately by the **Vendor**'s supervisors to the **Sheriff**'s facility staff. It will be the responsibility of the **Vendor** to secure its assigned areas and lock all doors before exiting the facility, unless directed by the **Sheriff**'s facility staff.

**2.6.5.5** – The **Vendor** will abide by the **ECSO** policies that individuals with outstanding felony or misdemeanor warrants will be denied access to the facility and will be reported to Law Enforcement. The **Vendor** will immediately bring to the attention of the **Sheriff** any employees with outstanding felony or misdemeanor warrants. The **Vendor** and **Sheriff** agree to provide for its employees, and cause its sub **Vendors** to provide for their employees, a drug free workplace. The **Sheriff** will possess the sole discretion to deny any person access to the facility.

**2.6.5.6** – The **Sheriff** will have control of all perimeter keys, locks, and security. The **Vendor** will have keys and access to those areas where food and supplies are stored and processed to be determined by the **Sheriff**/designee.

**2.6.5.7** – The **Vendor** will have control of and access to the kitchen, storeroom and break area except for matters related to security, fire protection, and building repair; in these specific instances, the **Sheriff**/designee will have absolute control and will maintain a master set of all keys.

## **2.6.6 - Working Within Secured Areas**

**2.6.6.1** – *Security* – Six (6) weeks prior to the commencement of work, the **Vendor** will supply a completed **ECSO** background investigation packet for all employees and sub **Vendors** assigned to work at the **ECHC** and **ECCF**. Background investigations will be performed by **ECSO** Investigators for the purpose of obtaining security clearance for entrance into the **ECHC** and **ECCF**.

**2.6.6.2** – *Notice Warning* – Any person who takes into, or out of, or attempts to take into, or out of the **ECHC** or **ECCF** including the grounds belonging to or adjacent to each facility, any item not specifically authorized by either facility, will be prosecuted under the provisions thereof.

All persons, including employees and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property, and packages.

## **2.6.7 - Contraband**

Contraband will mean any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive, cell phones, tobacco or tobacco products, or any other article whose use of or possession would endanger the safety, security, or preservation of order in a correctional facility or any person therein. (Any article includes any substance that could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.) Punishable under NYS Penal Law 205.20, 205.25.

**2.6.7.1** - A person, not otherwise authorized by law, commits promoting contraband:

- \* By knowingly taking contraband into a correctional facility (jail) or the grounds of such facility;
- \* Or by knowingly conveying contraband to any person confined in a correctional facility;
- \* Or by knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

**2.6.7.2** – The **Vendor** will provide the **Sheriff**/designee with a complete list of all persons duly authorized to work under this Agreement. Only those persons will be allowed to work within the facility. All personnel that are employed by the **Vendor** and authorized to work within the facility will be subject to a criminal security check performed by the **Sheriff**/designee.

The **Sheriff** may issue temporary identification cards to **Vendor's** employees which they will be required to wear at all times while on facility property. Cards will be returned to the Central Control area at both facilities and reissued to **Vendor's** employees each day.

**2.6.7.3** – Law prohibits the import of contraband such as drugs, liquor, firearms, ammunition, and other similar items into any areas of work. Smoking materials (cigarettes, cigars, matches, lighters, ignition sources, etc.) are contraband and are not permitted in the facility. Cell phones are considered contraband and are not permitted in the facility. The jail security personnel may conduct searches of the **Vendor's** personnel, equipment, tools, and supplies at any time. Use of cameras and recording devices by the **Vendor's** personnel is strictly prohibited.

**2.6.7.4** – The **Sheriff** reserves the right to prohibit entry, into the facility, all those employees deemed to be security risks, or who have violated any provision of this article.

**2.6.7.5** – Certain areas of both facilities where work needs to be performed within certain areas may require an officer escort. These areas will not be entered into without an officer escort. Work within these areas may also be restricted to spaces that can be observed by an officer escort.

**2.6.7.6** – There are no designated parking areas outside the **ECHC** for personal vehicles owned by **Vendor's** staff. Delivery trucks will be admitted to receiving areas only by the request of the **Vendor**, and under the supervision of the facility staff. The **Vendor** will immediately load or unload trucks and remove them from secured areas. Delivery hours are from 7:00 am – 2:00 pm, Monday – Friday only.

**2.6.7.7** – The **Vendor's** staff will not talk to, signal, whistle, or in any way attract the attention of inmates outside of the kitchen area and will restrict their movements to the food service area other than entering for or leaving upon completion of work (restricted to main hallway to exit). Nothing will be taken from or given to an inmate. Inmates will not help the **Vendor** in any way unless directly ordered by the **Sheriff**/designee. The **Vendor's** staff will promptly notify their supervisor and the jail's security personnel of all unusual happenings pertaining to the inmates.

## **PROPOSAL SUBMISSION DOCUMENTATION REQUIRED**

Please address the following areas of inquiry in your written response. Should you wish to include additional information, you may do so at your discretion.

### **A. COMPANY INFORMATION**

1. Provide your Company's information. Include the name, title, and email address of the individual who will serve as the primary contact for your RFP submission.
2. Briefly describe your Company's structure, including regional and county representation.
3. Please describe your Company's history.
4. Please describe your Company's capabilities.
5. Is your company public or private?

## **B. OFFICES**

1. Please list full-service offices/addresses, leading with the primary office that would serve our account. If you work with affiliates, please describe who and how and explain in detail the services that they provide

## **C. CLIENTS**

1. List your top 5 current suppliers (including major brands) across all categories, indicating general scope of work and the tenure of each with your Company.
2. List three (3) clients having a similar scope of work at Office of the Sheriff. Include contact information and tenure of each with your Company. Office of the Sheriff may elect to contact and/or visit these clients at their discretion.
3. List major accounts having a similar scope of work at Office of the Sheriff that your company has lost or resigned over the past two (2) years. Please comment on why your company lost or resigned these accounts.
4. Please indicate if your company is currently or has ever done business with Office of the Sheriff in the past. If the answer is yes, List the dates of service, location and contacts.
5. Please state how many micro markets your Company currently operates.

## **D. SIZE/STAFF**

1. Please provide information on your company's gross annual revenue. This information will be kept confidential.
2. Please provide brief biographies of your senior management team, as well as bios for key executives and managers who would be assigned to the Office of the Sheriff account on a day-to-day basis.
3. Describe your proposed team structure, including an organizational chart of your regional and local operations team servicing Office of the Sheriff micro market.

## **E. PRICING/ACCOUNTING**

1. Selected provider shall be responsible for the collection, retention and accounting of all monies for sales of the selected customer services.

- a. The selected provider shall maintain financial procedures and record keeping in accordance with generally accepted accounting principles, and shall make said financial records and supporting documents available for inspection, reproduction and audit by Office of the Sheriff or its auditors at Office of the Sheriff's request.
- b. The contractor shall provide a quarterly electronic report of all key sales/service activities (i.e., sales by category of products & services).
- c. The selected provider shall be able to accept electronic funds transfer (ACH) and Office of the Sheriff standard payment terms of Net 30 (N30).

## **F. CONTRACT PERIOD & OPTION TO EXTEND**

1. Office of the Sheriff intends to enter into a contract agreement with the successful proposer for a five (3) year period with the option to renew in one year increments.
2. All pricing must remain firm for a period of 1 year (12 consecutive months) from the ratification of the contract document. New and replacement items will be at fair market pricing.
3. Please include anything else regarding how your company is ideally suited to address the challenges and opportunities at Office of the Sheriff, and what makes your company the ideal partner of choice

## **G. TRANSITION TIMELINE**

Describe your company's client implementation process. Include process steps and suggested time frames for each step as well as a sample transition timeline used to move current properties & assets from their respective supplier(s) to your company.

## **H. PROGRAM OFFERINGS**

Please describe in detail how your company provides each one of the following services, and note if the service is outsourced to a 3<sup>rd</sup> party if so provide name and location of facility currently providing the service for your company.

- a. Account Management
- b. Customer Service (i.e., call center and hours of operation)
- c. Technology solutions (i.e., surveillance cameras, POS kiosks)
- d. Health and Wellness Programs
- e. Marketing/Promotional Programs
- f. Sustainability and Social Responsibility Programs
- g. Reporting Capabilities
  - Frequency of reporting options
- h. Describe in detail the following services:
  - Current Certifications that apply to this RFP event
  - Food safety initiatives
  - Additional information that is relevant but not requested in this RFP may be submitted.
- i. Food production capabilities:

- Do you produce your own food items?
  - What percentage is in-house produced versus purchased from outside suppliers?
- j. What sets you apart from your competition?

**Other Terms:**

Proposals submitted to the Office of the Sheriff must be valid for a period of at least 120 days from submission date.

All costs incurred in responding to this Request are the responsibility of the respondent unless otherwise approved by Office of the Sheriff.

Response to this Request commits neither Office of the Sheriff nor the respondent. Office of the Sheriff reserves the right to accept any submission, reject any or all submissions, take no action in response to any or all submissions, or award portions as deemed appropriate by the review team. The selection process may be cancelled at any time prior to the execution of a written contract.

Office of the Sheriff reserves the right to approve/designate sub-contractors to be used in any of the services being quoted. Office of the Sheriff understands that this may affect the pricing of the associated services.

Selected Supplier quotations may result in a legal contract.

## **SECTION 3 – SPECIFIC PROPOSAL REQUIREMENTS**

### **3.1 - SUBMISSION OF CONSULTANTS' PROPOSAL(S)**

**A. Acceptance Period and Location:** To be considered, **Vendors** must submit a complete response to this **RFP**. **Vendors** not responding to all information requested in this **RFP** or indicating exceptions to those items not responded to may have their proposals rejected.

Sealed proposals must be received at the address below on or before **2:00 p.m. Eastern Standard Time, on Friday March 23, 2018.**

**Thomas Diina Superintendent**  
**Erie County Sheriff's Office**  
**40 Delaware Avenue**  
**Buffalo, NY 14202**  
**Telephone: 716 -858-7635**  
**mail: [Thomas.Diina@erie.gov](mailto:Thomas.Diina@erie.gov)**

Refer to Section 3 for further detail regarding response formats and requirements. There will be no public opening of the proposals.

**B. Withdrawal Notification:** **Vendors** receiving this **RFP** who do not wish to submit a proposal should reply with the "No Response" form provided to be received by the indicated contact person on the form no later than the proposal submission date. This **RFP** is the property of the **ECSO** and may not be reproduced or distributed for purposes other than proposal submissions without the written consent of the Erie **County** Attorney.

**C. Required Copies:** **Vendors** must submit one (1) signed original Proposal and five (5) complete sets of the signed original. Proposals should be clearly marked as “Erie **County** Correctional Food Services.” **Vendors** are encouraged to respond electronically in addition to submitting hardcopies of its proposal as provided above. **Vendors** will make no other distribution of proposals. An official authorized to bind **Vendors** to its provisions must sign proposals.

**D. Pricing Period:** For this **RFP**, the terms indicated within the proposal must remain valid for a minimum of 180 days past the due date for receipt of **RFPs**.

**E. Economy of Preparation:** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the **Vendor’s** capabilities to satisfy the requirements of the **RFP**. Expensive bindings, color displays, promotional materials, etc. are not necessary or desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as “**Vendor** complies” or “**Vendor** understands” should be avoided.

### **3.2 RESPONSE DATE**

To be considered, sealed proposals must arrive at the specified location on or before the location, time and date specified in Section 3.1.A. Requests for extension of the submission date will not be granted. **Vendors** mailing proposals should allow ample delivery time to assure timely receipt of their proposals.

### **3.3 CLARIFICATION OF RFP AND QUESTIONS**

Questions that arise prior to or during proposal preparation must be submitted in writing or via email pursuant to instructions in Section 1 of this Request for Proposals. Questions and answers will be provided to all **Vendors** who have received **RFPs** and must be acknowledged in the **RFP** response. No contact will be allowed between the **Vendor** and any other member of the **County** with regard to this **RFP** during the **RFP** process unless specifically authorized in writing by the **RFP** Evaluation Officer. Prohibited contact may be grounds for **Vendor** disqualification.

**3.3.1 - Pre-Bid Conference** – There will be no pre-bid conference. Any questions or clarification of items within the **RFP** can be submitted electronically to the RFP Evaluation Officer.

### **3.4 ADDENDA TO THE RFP**

In the event it becomes necessary to revise any part of this **RFP**, addenda will be provided to all that received the original basic **RFP**. An acknowledgement of such addenda, if any, must be submitted with the **RFP** response.

### **3.5 ORGANIZATION OF PROPOSAL**

This section outlines the information that must be included in your proposal. Please respond with your information in the same order as the items in this section.

**A. Transmittal Letter:** Each response to the **RFP** should be accompanied by a letter of transmittal not exceeding one (1) page that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the **Vendor** to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and email address for the **Vendor’s** primary contact person.

**B. Table of Contents:** Include a numbered Table of Contents at the beginning, which clearly outlines the contents of your proposal.

**C. Company Information:** Provide information related to your company and any companies you are proposing to use as sub-**Vendors**. Specifically address the following:

1. Year the company was organized.
2. Identification of company ownership.
3. Financial history of the company covering the last three years. Attach the most current copy of your latest financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principles. Also include the following information: current balance sheet, statement of revenues and expenses, statement of cash flows, and any related notes to these documents, including but not limited to a management letter provided by your company's accounting firm.
4. Functions and location of your nearest regional office to Erie **County**.
5. Anticipated growth of your organization including expansion of the client base and acquisition.
6. Litigation history of the Company. Provide a list of any claims brought or judgments rendered against the company as a result of litigation involving inmate medical care within the last three (3) years. At a minimum, provide the amount of the judgments and a brief description of the circumstances regarding the judgments.

**D. Experience:** Provide information that clearly demonstrates your organization's prior experience and background (both business and technical) in engagements similar to the project. This section must include:

1. A list of all public sector clients in the State of New York and the dates of engagement for each client. Include the following information for each public sector client:
  - a. Name and address of the client;
  - b. Approximate annual budget;
  - c. Name and telephone number of contact person;
  - d. Summary of the savings and/or cost reductions obtained on behalf of the client as a result of your services.
2. List a minimum of three (3) current contract references where the existing contract is at least one year in length, the facility has an inmate population of at least 500 inmates, and the facility is **NCCHC** accredited. Include the name of the facility, the location of the facility, the name of a contact person with the contracting entity, and contact information for the individual.
3. Resumes - A resume or summary of qualifications, work experience, education and skills must be provided for all key personnel who will be performing services to the **County**. Include years of experience providing similar services to those required, education, and certifications where applicable. Identify the role each person would fulfill in performing the work identified in this **RFP**.

#### **Vendor Project Manager**

The **Vendor** Project Manager will manage the day-to-day project activities on behalf of the **Vendor**. Please include the following information regarding the **Vendor** Project Manager:

- Name
- Address
- Telephone (office and cell)

- Fax
- E-mail

**E. Vendor's Proposal:** **Vendors** must submit a detailed Project Narrative and Plan that describes:

1. The **Vendor's** expertise and that of its proposed personnel and how its management procedures will ensure quality work is performed;
2. How its proposed services and proposed work plan will meet the tasks and deliverables as described in Section 2 of this Request for Proposals;
3. Proposed quality control mechanisms that ensure a high level of quality and commitment to excellence.

**F. Cost Proposal:** **Vendors** must provide the proposed method of compensation for the services.

**G. Insurance Certificates:** Each **Vendor** must supply a copy of their current Certificate of Insurance showing the insurance coverage at or above those described in Section 4 of this **RFP**.

**H. Exceptions to the Standard Erie County Contract:** For all exceptions to the Standard Erie **County** Contract, the **Vendor** must indicate on a separate sheet labeled "Exceptions Taken to the Standard Erie **County** Contract", the section number of any requirement to which an exception is being taken and an explanation of their position. It is not intended that new contract wording be proposed by the **Vendor**, but rather that the **Vendor** explain their position so that the conflict can be evaluated. If no exceptions are noted, the **Vendor** is presumed to have agreed with all sections of the standard contract.

**I. Certification:** Proposals should include a letter from an authorized corporate officer certifying the accuracy of the information provided and guaranteeing the proposed prices.

1. All prices and notations shall be written in ink or typed.
2. The individual signing the Proposal must initial changes or corrections made to the Proposal
3. Corrections and/or changes will not be permitted after the proposals have been opened.

### **3.6 METHOD OF EVALUATION**

**A. Evaluation Committee:** Selected personnel from Erie **County** will form the evaluation committee for this **RFP**. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the **RFP** and make a recommendation for award.

**B. Evaluation and Selection Criteria:** All properly prepared and submitted proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the **Vendor** with whom a contract may be signed.

Evaluation of the proposals will consider several factors, each of which has an impact of the relative success of the **Vendor** to provide the services as outlined in Section 2 of the Request for Proposals. Responses to this **RFP** will be evaluated according to the following criteria:

## EVALUATION CRITERIA

<b>Evaluated Proposal Section</b>		<b>Weight %</b>	
<b>Specifications and Requirements</b>		50%	
	<b>Kitchen Management Services</b>		20%
	Nutritional Services		15%
	Reporting Services		15%
<b>Vendor Qualifications</b>		25%	
	Client Reference Forms		5%
	Company Profile and Experience		15%
	Resumes		5%
<b>COST</b>		25%	
			10%
			10%
			5%

**C. Contract Approval Process:** **Vendors** must be aware that any contract resulting from this request for proposals is subject to prior approval by the Erie **County** Legislature and the Erie **County** District Attorney. The **County** anticipates awarding this contract on or about March 7, 2018, with services anticipated to begin May 1, 2018.

### **3.7 - ORAL PRESENTATION**

**Vendors** who submit proposals should be prepared to make an oral presentation to the Evaluation Committee. Presentations will be by invitation only and are intended to provide an opportunity for the **Vendor** to clarify their proposal and ensure a thorough mutual understanding. At the same time, Erie **County** is under no obligation to offer any **Vendor** the opportunity to make such presentation.

### **3.8 INVESTIGATIONS**

The **County** reserves the right to conduct any investigations necessary to verify information submitted by the **Vendor** and/or to determine the **Vendor's** capability to fulfill the terms and conditions of the submitted proposal documents and the anticipated contract. The **County** reserves the right to visit a prospective **Vendor's** place of business to determine the existence of the company and the management capabilities required to administer this agreement. The **County** will not consider **Vendors** that are in bankruptcy or in the hands of a receiver at this time of tendering a proposal or at the time of entering into a contract.

## **SECTION 4 - GENERAL INFORMATION FOR THE CONSULTANT**

### **4.1 RESERVATION OF RIGHTS**

The **County** reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various **Vendor** proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of the **County**. The **County** is not committed, by virtue of this **RFP**, to award a contract, or to procure or contract for services. The proposals submitted in response to this request become the property of the **County**. If it is in its best interest to do so, the **County** reserves the right to:

A. Make selections based solely on the proposals or negotiate further with one or more **Vendors**. The **Vendor** selected will be chosen on the basis of greatest benefit to the **County** as determined by an evaluation committee.

B. Negotiate contracts with the selected **Vendors**.

C. Award a contract to more than one **Vendor** for any portion of this specification.

#### **4.2 CONTACT NEGOTIATION**

Negotiations may be undertaken with those **Vendors** whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this **RFP**. The contract that may be entered into will be the most advantageous to the **County**, as determined by price and other factors considered. The **County** reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of the **County**. Attached to this **RFP** and listed as "Appendix A" is a copy of Erie **County**'s standard agreement which contains mandatory provisions.

#### **4.3 ACCEPTANCE OF PROPOSAL CONTENT**

The contents of the proposal of the successful **Vendor** may become contractual obligations, should a contract ensue. Failure of a **Vendor** to accept these obligations may result in cancellation of the award.

#### **4.4 PRIME RESPONSIBILITIES**

The selected **Vendor** will be required to assume responsibility for all services offered in its proposal whether or not provided by them. The selected **Vendor** will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of non-performance of any of its sub**Vendors**.

Further, the **County** shall approve all sub-**Vendors** and will consider the selected **Vendor** to be the sole point of contact with regard to the contractual matters, including payment of any and all charges resulting from the contact.

#### **4.5 PROPERTY RIGHTS**

For purposes of this **RFP** and for the contract, the term "work" is defined as all data, records, files and information, work products, discs or tapes developed, produced or generated in connection with the services to be provided by the **Vendor**. The **County** and the **Vendor** intend that the contract is to be a contract for services and each considers the Work and any and all documentation or other products and results of the services to be rendered by the **Vendor** to be a work made for hire. In submitting a proposal in response to the **RFP**, the **Vendor** acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of the **County**.

The **Vendor** and the **Vendor**'s employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of the **County**. Any property or Work not specifically scheduled in the Contract, as property of the **Vendor** shall constitute property of the **County**.

In addition to compliance with the right to audit provisions of the contract, the **Vendor** must deliver to the **County**, no later than the twenty-four (24) hours after receipt of the **County**'s written request for same; all completed, or partially completed work and any and all documentation or other products and results of the services under such contract. The **Vendor**'s failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of the contract. With the prior written approval of the **County**, this twenty-four

(24) hour period may be extended for delivery of certain completed or partially completed work or other such information, if such extension is in the best interest of the **County**.

The **Vendor** will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of the **County**.

#### **4.6 CONTRACT PAYMENT**

Actual terms of payment will be the result of agreements reached between Erie **County** and the **Vendor** selected.

#### **4.7 NEWS RELEASE**

News releases pertaining to this **RFP** or the services to which it relates will not be made without prior approval by the **County** and then only in coordination with the **ECISO** Public Information Officer.

#### **4.8 NOTIFICATION OF CONSULTANT SELECTION**

All **Vendors** who submit proposals in response to this **RFP** will be notified by the **RFP** Evaluation Officer of acceptance or rejection of their proposal.

#### **4.9 INDEPENDENT PRICE DETERMINATION**

**A.** By submission of a proposal, the **Vendor** certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with the proposal:

1. The process in the proposal has been arrived at independently without consultation, communication, or agreement, with any other **Vendor** or competitor for the purpose of restricting competition; and
2. No attempt has been made or will be made by the **Vendor** to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

**B.** Each person signing the proposal certifies that:

1. He/she is the person in the **Vendor's** organization responsible within that organization for the decision as to prices being offered in the proposal and that he/she has not participated and will not participate in any action contrary to A (1) and (2) above;
2. He/she is not the person in the **Vendor's** organization responsible within that organization for the decision as to prices being offered in the proposal but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to A (1) and (2) above, and that as their agent, does hereby so certify; and that he/she has not participated, and will not participate in any action contrary to A (1) and (2) above.

**C.** A proposal will not be considered for award if the sense of statements required in the proposal has been altered so as to delete or modify 1 and 2 above.

#### **4.10 INCURRING COSTS**

Erie **County** is not liable for any costs incurred by **Vendors** prior to the effective date of the contract.

#### **4.11 MATERIAL SUBMITTED**

All rights, titles and interests in the material submitted by the **Vendor** as part of the proposal shall vest in Erie **County** upon submission of the **Vendor's** proposal to Erie **County** without any obligation or liability by Erie **County** to the **Vendor**. Erie **County** has the right to use any or all ideas presented by a **Vendor**.

Erie **County** reserves the right to ownership, without limitation, of all proposals submitted, however, because Erie **County** could be required to disclose proposals under the New York Freedom of Information Law (Public Officers Law 84-90), Erie **County** will, to the extent permitted by law; seek to protect the **Vendor's** interest with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law 87, Erie **County** will deny public access to **Vendors'** proposal to the extent the information constitutes a trade secret, and explains how disclosure would cause harm to the **Vendor's** competitive position.

#### **4.12 INDEMNIFICATION**

The **Vendor** shall defend, indemnify and save harmless the **County**, its Officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the **County** which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the **Vendor**, its agents or employees, arising from any act, omission or negligence of the **Vendor**, its agency or employees, or arising from any breach or default by the **Vendor**, its agents or employees under the Agreement resulting from this **RFP**. Nothing herein is intended to relieve the **County** from its own negligence or misfeasance or to assume any such liability for the **County** by the **Vendor**.

#### **4.13 INSURANCE REQUIREMENTS**

The **Vendor** shall procure and maintain at this own expense until final completion of the work covered by the contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do a business in the State of New York, covering all operations under the Contract whether performed by the **Vendor** or by his sub **Vendors**.

The successful **Vendor** shall furnish to the **County** a certificate or certificates of insurance in a form satisfactory to the Erie **County** Attorney showing that has complied with all insurance requirements set forth in the contract for services, that certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the **County**. Except for Worker's Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this proposal solicitation.

The types and amounts of insurance are as follows: See Section 21

COUNTY OF ERIE  
STANDARD INSURANCE REQUIREMENTS

**Vendor Insurance Classification C: Contracts Involving Professional Services**

1. The provider of professional services shall obtain, at its own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the County of Erie Standard Insurance Certificate.

- A. Commercial General Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$2,000,000 Products – Completed Operation Aggregate. The coverage shall include:
  - Premises and Operations
  - Products and Completed Operations
  - Independent Contractors
  - Contractual Liability (sufficient to cover all liability assumed under contracts with the County of Erie)
- B. Automobile Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 each occurrence. The coverage shall include Owned, Hired, and Non-Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).
- C. Excess "Umbrella" Liability - with a minimum limit of \$1,000,000 each occurrence / \$1,000,000 aggregate.
- D. Worker's Compensation and Employer's Liability - providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York (Forms C-105.2; SI-12; GSI-105.2; or U-26.3).
- E. Disability Benefits - providing statutory coverage in compliance with the New York State Disability Benefits Law (Forms DB-120.1 or DB-155).
- F. Professional Liability (Errors and Omissions or Malpractice) – with a minimum limit of \$5,000,000.

**Failure to maintain coverage herein shall constitute a material breach of this contract and the Contractor shall suspend all work immediately upon such lapse in coverage.**

2. Commercial General Liability, Automobile Liability and Excess "Umbrella" Liability shall name the County of Erie and any Board, Bureau, Commission or Agency thereof as additional insureds on ISO Form CG 2010 1185 Edition. Coverage should be provided on primary and non-contributory bases. Waiver of Subrogation is required on all lines in favor of Erie County.

3. All policies in which the County of Erie is named as an additional insured shall provide that:

- A. The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or for assessments under any form of policy.
- B. The insurance shall apply separately to each insured (except with respect to the limit of the liability).

4. Prior to cancellation, non-renewal or material change of the above policies, at least forty-five (45) days advance written notice shall be given to the County of Erie, Department of Law, 95 Franklin Street, Room 1634, Buffalo, N.Y. 14202, and the Agency requesting the certificate.

5. All certificates of insurance shall be approved by the Erie County Department of Law prior to the inception of any work.

6. The "ACCORD" form certificate may be used in place of the Erie County Standard Insurance Certificate, provided that all of the requirements set forth in the instructions for the Erie County Standard Insurance Certificate are incorporated into the "ACCORD" form certificate.

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## COUNTY OF ERIE STANDARD INSURANCE REQUIREMENTS

### Vendor Insurance Classification D:

#### Contracts Involving the Leasing of County Property to Others or the Use of County Facilities or Grounds

1. The Lessee shall obtain, at its own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the County of Erie Standard Insurance Certificate.

- A. Commercial General Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$2,000,000 Products – Completed Operation Aggregate. The coverage shall include:
  - Premises and Operations
  - Products and Completed Operations
  - Independent Contractors
  - Contractual Liability (sufficient to cover all liability assumed under contracts with the County of Erie)
  - Liquor Law Liability
- B. Automobile Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 each occurrence. The coverage shall include Owned, Hired, and Non-Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).
- C. Excess "Umbrella" Liability - with a minimum limit of \$5,000,000 each occurrence / \$5,000,000 aggregate.
- D. Worker's Compensation and Employer's Liability - providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York (Forms C-105.2; SI-12; GSI-105.2; or U-26.3).
- E. Disability Benefits - providing statutory coverage in compliance with the New York State Disability Benefits Law (Forms DB-120.1 or DB-155).

**Failure to maintain coverage herein shall constitute a material breach of this contract and the Contractor shall suspend all work immediately upon such lapse in coverage.**

2. Commercial General Liability, Automobile Liability and Excess "Umbrella" Liability shall name the County of Erie and any Board, Bureau, Commission or Agency thereof as additional insureds on ISO Form CG 2010 1185 Edition. Coverage should be provided on primary and non-contributory bases. Waiver of Subrogation is required on all lines in favor of Erie County.

3. All policies in which the County of Erie is named as an additional insured shall provide that:

- A. The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or for assessments under any form of policy.
- B. The insurance shall apply separately to each insured (except with respect to the limit of the liability).

4. Prior to cancellation, non-renewal or material change of the above policies, at least forty-five (45) days advance written notice shall be given to the County of Erie, Department of Law, 95 Franklin Street, Room 1634, Buffalo, N.Y.

14202, and the Agency requesting the certificate.

5. All certificates of insurance shall be approved by the Erie County Department of Law prior to the inception of any work.

6. The "ACCORD" form certificate may be used in place of the Erie County Standard Insurance Certificate, provided that all of the requirements set forth in the instructions for the Erie County Standard Insurance Certificate are incorporated into the "ACCORD" form certificate.

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## COUNTY OF ERIE STANDARD INSURANCE REQUIREMENTS

### Vendor Insurance Classification E: Contracts with Concessionaires

1. The Concessionaire shall obtain, at its own cost and expense, the following insurance coverage with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the County of Erie Standard Insurance Certificate.

- A. Commercial General Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$2,000,000 Products – Completed Operation Aggregate. The coverage shall include:
  - Premises and Operations
  - Products and Completed Operations
  - Independent Contractors
  - Contractual Liability (sufficient to cover all liability assumed under contracts with the County of Erie)
  - Liquor Law Liability
- B. Automobile Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 each occurrence. The coverage shall include Owned, Hired, and Non-Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).
- C. Excess "Umbrella" Liability - with a minimum limit of \$5,000,000 each occurrence / \$5,000,000 aggregate.
- D. Worker's Compensation and Employer's Liability - providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York (Forms C-105.2; SI-12; GSI-105.2; or U-26.3).
- E. Disability Benefits - providing statutory coverage in compliance with the New York State Disability Benefits Law (Forms DB-120.1 or DB-155).

**Failure to maintain coverage herein shall constitute a material breach of this contract and the Contractor shall suspend all work immediately upon such lapse in coverage.**

2. Commercial General Liability, Automobile Liability and Excess "Umbrella" Liability shall name the County of Erie and any Board, Bureau, Commission or Agency thereof as additional insureds on ISO Form CG 2010 1185 Edition. Coverage should be provided on primary and non-contributory bases. Waiver of Subrogation is required on all lines in favor of Erie County.

3. All policies in which the County of Erie is named as an additional insured shall provide that:

- A. The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or for assessments under any form of policy.
- B. The insurance shall apply separately to each insured (except with respect to the limit of the liability).

4. Prior to cancellation, non-renewal or material change of the above policies, at least forty-five (45) days advance

written notice shall be given to the County of Erie, Department of Law, 95 Franklin Street, Room 1634, Buffalo, N.Y. 14202, and the Agency requesting the certificate.

5. All certificates of insurance shall be approved by the Erie County Department of Law prior to the inception of any work.

6. The "ACCORD" form certificate may be used in place of the Erie County Standard Insurance Certificate, provided that all of the requirements set forth in the instructions for the Erie County Standard Insurance Certificate are incorporated into the "ACCORD" form certificate.

#### **4.14 PROPOSAL CERTIFICATION**

The **Vendor** must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. Any costs not identified and subsequently incurred by the **County** must be borne by the **Vendors**. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the **Vendor**.

#### **ALL PROPOSALS SHALL BE CONSIDERED FINAL WHEN RECEIVED.**

#### **APPENDIX A – STANDARD ERIE COUNTY CONTRACT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between ERIE **COUNTY**, a municipal corporation, with offices at 10 & 40 Delaware Avenue, Buffalo, NY 14202, herein referred to as the "**COUNTY**", and \_\_\_\_\_, with officers at \_\_\_\_\_, hereinafter referred to as the "**VENDOR**".

#### **WITNESSETH:**

WHEREAS, the **County** is desirous of obtaining the services of the **VENDOR** to perform the scope of work set forth in Section 2 of the Request for Proposal (**RFP**) hereof, and

WHEREAS, the **COUNTY** issued a Request for Proposal (**RFP**), attached hereto as Contract Attachment "A", and

WHEREAS, the **VENDOR** has submitted a proposal, attached hereto as Contract Attachment "B" date, \_\_\_\_\_ to perform the requested services, and

WHEREAS, The **County** Legislature of the **County** of Erie by Resolution No. \_\_\_\_\_ of 2018, authorized the **County** Executive, or his designee, to enter into a contract for services as hereinafter described, and

WHEREAS, the **VENDOR** is willing, able, and qualified to perform such services,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth the parties hereto mutually agree as follows:

#### **I. SCOPE OF SERVICES**

The **Vendor** shall provide the following services for the **County**:

A. Correctional Facility Food Services at the **ECHC**

B. Provide a Food Service Management Program at **ECCF** to only include purchasing of food and supplies for kitchen and to provide menus approved/signed by a Registered Dietitian licensed in the State of New York.

## II. TERM OF CONTRACT

The term of this Agreement shall be for the period of \_\_\_\_\_ through \_\_\_\_\_. This Agreement shall remain in effect for the period specified above, unless it is terminated by either party hereto, upon 60 day's prior written notice sent by registered or certified mail to the Erie **County** Executive and the **Sheriff** of Erie **County**. This notice shall be sent to the respective party at the addresses first above set forth or at such other address as specified in writing by either party. Upon termination of this Agreement, the **Vendor** shall have no further responsibility to the **County** or to any other person with respect to those services specified in this Agreement. Upon termination of this Agreement, the **County** shall be obligated to pay the **Vendor** for services only performed through the date of termination. Following such payment, the **County** shall have no further obligations to the **Vendor** under this Agreement.

## III. PAYMENT FOR SERVICES

The **County** agrees to pay the **Vendor**, and the **Vendor** agrees to be paid, a sum in full satisfaction of all expenses and compensation due the **Vendor** not to exceed \_\_\_\_\_ (\$\_\_\_\_\_).

Payment by the **County** for the sum(s) herein contracted for shall be made upon the submission of properly executed Erie **County** claim vouchers, supported with such information and documentation necessary to substantiate the voucher, approved by the Erie **County** Executive, or by his/her designee, and audited by the Erie **County** Comptroller.

The **County** may audit records relating to expenses for services provided by the **Vendor** pursuant to this Agreement at any time during this Agreement and through and including twelve (12) months following this Agreement. The **Vendor** shall prepare and make available such statistical and financial service and other records requested by the **County**. These records shall be subject at all reasonable times to inspection, review or audit by the **County**, the State of New York and other personnel duly authorized by the **County**. These records shall be maintained for the period set forth in the State regulations.

## IV. AMENDMENTS

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

## V. INSURANCE

The **Vendor** will at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Worker's Compensation and Disability Insurance, if required by law; professional liability and general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$3,000,000 aggregate coverage; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage. Original certificates evidencing such coverage and indicating that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the **County**, shall be delivered to the **County** before final execution of this Agreement and original renewal certificates conforming to the requirements of this section shall be delivered to the **County** at least thirty (30) days prior to the expiration of

such policy or policies of insurance. The **Vendor's** general liability insurance shall provide for and name Erie **County** as an additional insured.

All policies shall insure the **County** for all claims arising out of the standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the **County**.

If any required insurance coverage contain aggregate limits or apply to other operations of the **Vendor**, outside of those required by this Agreement, the **Vendor** shall provide Erie **County** with prompt written notice of any incident, protection of such insurance affords Erie **County**. The **Vendor** shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

All policies shall insure the **County** for all claims arising out of the standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the **County**.

If any required insurance coverage contain aggregate limits or apply to other operations of the **Vendor**, outside of those required by this Agreement, the **Vendor** shall provide Erie **County** with prompt written notice of any incident, protection of such insurance affords Erie **County**. The **Vendor** shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

## **VI. INDEMNIFICATION**

The **Vendor** shall defend, indemnify and save harmless the **County**, its officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the **County** which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the provision of any products by the **Vendor**, its agents or employees, arising for any act, omission or negligence of the **Vendor**, its agents or employees, or arising from any breach or default by the **Vendor**, its agents or employees, or arising from any breach or default by the **Vendor**, its agents or employees under the Agreement resulting from this **RFP**. Nothing herein is intended to relieve the **County** from its own negligence or misfeasance or to assume any such liability for the **County** by the **Vendor**.

## **VII. INDEPENDENT VENDOR**

For the purpose of this Agreement, the **Vendor** is and shall in all respects be considered an independent **Vendor**. The **Vendor**, its individual members, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of Erie **County** not make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The **Vendor** shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the **Vendor's** employees' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Worker's Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The **County** shall have no responsibility for any of the incidences of employment.

## **VIII. TITLE TO WORK**

A. The title to all work performed by the **Vendor** and any unused materials or machinery purchased by the **Vendor** with funds provided by the **County** in order to accomplish the work hereunder shall become legally vested to the **County** upon the completion of the work required under this Agreement.

The **Vendor** shall obtain from any sub**Vendors** and shall transfer, assign and/or convey to Erie **County** all exclusive, irrevocable, or other rights to all work performed under this Agreement, including, but not limited to trademark and/or service mark right, copyrights, publication rights, distribution rights, rights of reproduction, and royalties.

B. No information relative to this Agreement shall be released by the **Vendor** or its employees for publication, advertising or for any other purpose without the prior written approval of the **County**. The **Vendor** hereby acknowledges that programs described herein are supported by this Agreement by the **County** and the **Vendor** agrees to state this fact in any and all publicity, publications and/or public information releases.

#### **IX. EXECUTORY NATURE OF CONTRACT**

This Agreement shall be deemed executory only to the extent of the funding available and the **County** shall not incur any liability beyond the funds annually budgeted therefore. The **County** may make reductions in this Agreement for the loss/reduction in State Aid or other sources of revenues. If this occurs, the **Vendor's** obligations regarding the services provided under this Agreement may be reduced correspondingly.

#### **X. NO ASSIGNMENT WITHOUT CONSENT**

The **Vendor** shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant, allow security interest in, or otherwise dispose of this Agreement or any of its right, title, or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of the **County**.

#### **XI. FEDERAL SINGLE AUDIT ACT**

In the event the **Vendor** is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, **Vendor** agrees to comply fully with the terms and requirements of the Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The **Vendor** shall comply with all requirements stated in Federal Officer of Management and Budget Circulars A-110 and A-133, and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

Of the amount specified in Section \_\_\_\_\_ of this Agreement, \_\_\_\_\_ (for-----) of such amount or from the United States Government under the following:

Award Name:

Award Number:

Award Year:

Name of Federal Agency:

Catalog of Federal Domestic Assistance (CFDA) Number:

The Award [ ] is [ ] is not related to Research and Development.

If on a cumulative basis the **Vendor** expends Five Hundred Thousand and no/100 Dollars (\$500,000.00) or more in federal funds in any fiscal year, it shall retain all documents relation to the federal programs for three (3) years after the close of the **Vendor's** fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the **Vendor's** fiscal year end to:

**Erie County Comptroller  
Rath Building 11th Floor  
95 Franklin Street  
Buffalo, NY 14202**

The **Vendor** shall, upon request of the **County**, provide the **County** such documentation, records, information and data and response to such inquiries as the **County** may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the **County** and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the **County** deems necessary to assure or monitor payments to the **Vendor** under Agreement.

The **County's** right of inspection and audit pursuant to this Agreement shall survive the payment of monies due to **Vendor** and shall remain in full force and effect for a period of three (3) years after the close of the **Vendor's** fiscal year in which any funds or payment was received from the **County** under this Agreement.

## **XII. RIGHT TO INSPECT**

Designated representative of the **County** shall have the right to monitor the provision of services under this Agreement which includes having access at reasonable times and places to the **Vendor's** employees, reports, books, records, audits and any other material relating to the delivery of such services. The **Vendor** agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment.

## **XIII JOB OPENINGS**

The **Vendor** recognizes the continuing commitment on the part of Erie **County** to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the **County's** need to know when jobs become available in the community. The **Vendor** agrees to notify the **County** when the **Vendor** has or is about to have a job opening within Erie **County**. Such notice shall be given as soon as practical after the **Vendor** has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Commission of Personnel. This would include at least a description of conditions for employment, including the job title, job description, and information concerning wages, hours per work week, location and qualifications (education and experience).

Notice shall be given in writing to:

**Erie County Commissioner of Personnel  
Rath Building 6th Floor  
95 Franklin Street  
Buffalo, NY 14202**

The **Vendor** recognizes that this is an opportunity to make a good faith effort to work with Erie **County** for the benefit of the community. Noting contained in this provision, however, shall be interpreted as an obligation on the part of the **Vendor** to employ any individual who may be referred by or through the **County** for job openings as a result of the above notice. Any decisions made by the **Vendor** to hire any individual referred by or through the **County** shall be voluntary and based solely upon the **Vendor's** job requirements and the individual's qualifications for the job, as determined by the **Vendor**.

## **XIV. NON-DISCRIMINATION**

The **Vendor** agrees that in carrying out its activities under the terms of the Agreement that it shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights law of the State of New York as set forth in Section 290 – 301 of the Executive Law of the State of New York.

## **XV. VENDOR QUALIFIED, LICENSED, ETC.**

The **Vendor** represents and warrants to the **County** that it and its employees are duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

## **XVI. CONFIDENTIAL INFORMATION**

A. For the purpose of this Agreement, “Confidential Information” shall mean information or material proprietary to the **County** or designed as “Confidential Information” by the **County**, and not generally known by non-**County** personnel, which **Vendor** may obtain knowledge of or access to as a result of a contract for services within the **County**. The Confidential Information includes, but is not limited to, the following types of information or other information of a similar nature (whether or not reduced to writing): methods of doing business, computer programs, computer network operations and security, finances and other confidential and proprietary information belonging to the **County**. Confidential Information also includes any information as described above which the **County** obtained from another party which the **County** treats as proprietary or designates as Confidential Information, whether or not owned or developed by the **County**. Information publicly known and that is generally employed to the trade at the time that **Vendor** learns of such information or knowledge shall not be deemed part of the Confidential Information.

### **1. Scope of Use**

- a. **Vendor** shall not, without prior authorization from Erie **County**, acquire, use or copy, in whole or in part, any Confidential Information
- b. **Vendor** shall not disclose, provide or otherwise make available, in whole or in part, the Confidential Information other than to those employees of **Vendor** who have executed a confidentiality agreement with the **County**, have a need to know such Confidential Information, and who have been authorized by Erie **County** to receive such Confidential Information.
- c. **Vendor** shall not remove or cause to be removed, in whole or in part, from **County** facilities, any confidential information, without the prior written permission of Erie **County**.
- d. Contract shall take all appropriate action, whether by instruction, agreement or otherwise, to insure the protection, confidentiality and security of the Confidentiality Agreement.

### **2. Nature of Obligation**

- a. The **Vendor** acknowledges that the **County**, because of the unique nature of the Confidential Information, would suffer irreparable harm in the event that **Vendor** breaches its obligation under this Agreement and that monetary damages would be inadequate to compensate the **County** for such a breach. The parties agree that in such circumstances, the **County** shall be entitled, in addition to monetary relief, to injunctive relief as may be necessary to restrain any continuing or further breach by **Vendor**, without showing or proving any actual damages sustained by the **County**.

## **XVII. GENERAL PROVISIONS**

This Agreement, including any attachments, amendments, addendums, or appendices attached hereto, constitutes the entire Agreement between the **County** and the **Vendor** and cancels and supersedes any and all prior Agreements, whether written or oral, with respect to the subject matter of this Agreement between the parties hereto for the services herein to be provided. No waiver, alterations or modifications of any provisions of the Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound. The Agreement shall be governed by and construed in accordance with the Laws of New York State without regard or reference to its conflict of law principles.

**XVIII. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE**

Notwithstanding any other provision in this Agreement, the **Vendor** remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

**XIX. USAGE OF COMPUTER AND ELECTRONIC EQUIPMENT**

The **Vendor** acknowledges and agrees that usage of any computer hardware, computer software and/or electronic equipment used in the course of carrying out duties under this Agreement will be governed by all applicable laws, rules and regulations, including **County** policies and procedures.

**X. MISCELLANEOUS**

The **Vendor** agrees to comply with all confidentiality and access to information requirements in Federal, State, and local laws and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the last day and year written below.

**COUNTY OF ERIE**

By: \_\_\_\_\_  
Mark C. Poloncarz.  
**County Executive**

**VENDOR**

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
**Vendor's Federal ID Number or Social Security Number**

State of New York )

) so:

**County of Erie** )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in

and for said State, personally appeared \_\_\_\_\_, personally known to me or proved

to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and

acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature(s) on the

instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

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Notary Public

State of New York )

) so:

**County** of Erie )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, a Notary Public in

and for said State, personally appeared \_\_\_\_\_, personally known to me or proved

to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and

acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature(s) on the instrument, the

individual(s), or the person upon behalf of which the individual acted, executed the instrument.

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Notary Public

**CONTRACT APPENDIX A  
ADDEMDUM**

THIS APPENDIX, entered into on this \_\_\_\_ day of \_\_\_\_\_, between the **County** of Erie, hereinafter known as **COUNTY**, and a **Vendor**, sub**Vendor**, **Vendor**, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **VENDOR**.

WHEREAS, **COUNTY** and **VENDOR** have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Erie **County** Attorney and the Erie **County** Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which **COUNTY** is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The **County** shall have no liability or obligation under this Contract to the **Vendor** or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

A. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the **Vendor** certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the **Vendor**, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the **Vendor** shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The **Vendor** shall require that the language of this certification be included in the award documents for all subcontracts and that all sub**Vendors** shall certify and disclose accordingly.

B. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. The **Vendor** certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or

State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and 2. Where the **Vendor** is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.<sup>3</sup>

C. Drug-Free Workplace (**Vendors** other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for **Vendors**, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The **Vendor** will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the **Vendor's** workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;

2. The **Vendor's** policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation, and employee assistance program; and

4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);

d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the **County**, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The **Vendor** may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract. Place of Performance (street, address, city, **County**, state, zip code).

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D. Drug-Free Workplace (**Vendors** who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for **Vendors**, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the **Vendor** certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the **Vendor** will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.
4. Health Insurance Portability and Accountability Act (HIPPA).

When applicable to the services provided pursuant to the Contract:

A. The **Vendor**, as a Business Associate of the **County**, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the **Vendor** and the **County**. In order to assure such privacy and security, the **Vendor** agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the **Vendor**, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the **County's** clients.

B. This agreement does not authorize the **Vendor** to use or further disclose the protected health information that the **Vendor** handles in treating patients of the **County** in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the **County**, except that:

1. The **Vendor** may use and disclose protected health information for the **Vendor's** own proper management and administration; and
2. The **Vendor** may provide data aggregation services relating to the health care operations of the **County**.

C. The **Vendor** shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the **County** any use or disclosure of the information not provided for by this Contract of which the **Vendor** becomes aware;
4. Ensure that any agents, including a sub**Vendor**, to whom the **Vendor** provides protected health information received from, or created or received by the **Vendor** on behalf of, the **County** agrees to the same restrictions and conditions that apply to the **Vendor** with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR §164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the **Vendor** on behalf of, the **County** available to the Secretary of Health and Human Services for purposes of determining the **County**'s compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the **Vendor** on behalf of, the **County** that the **Vendor** still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

D. The **Vendor** agrees that this contract may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the **County**'s HIPAA compliance; or
3. There is a material change in the business practices and procedures of the **County**.
4. Pursuant to 45 CFR § 164.504(e)(2)(iii), the **County** is authorized to unilaterally terminate this Contract if the **County** determines that the **Vendor** has violated a material term of this Contract.

5. *Non-Assignment Clause*

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the **Vendor** or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the **County**'s previous written consent, and attempts to do so are null and void. The **Vendor** may, however, assign its right to receive payments without the **County**'s prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. *Worker's Compensation Benefits*

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the **Vendor** shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

#### *7. Non-Discrimination Requirements*

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the **Vendor** will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the **Vendor** agrees that neither it nor its sub **Vendors** shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the **Vendor** agrees that neither it nor its sub **Vendors** shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The **Vendor** is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

#### *8. Wage and Hours Provisions*

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the **Vendor's** employees nor the employees of its sub **Vendors** may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the **Vendor** and its sub **Vendors** must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the **Vendor** understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the **County** of any **County** approved sums due and owing for work done upon the project.

#### *9. Non-Collusive Bidding Certification*

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the **Vendor** affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The **Vendor** further affirms that, at the time the **Vendor** submitted its bid, an authorized and responsible person executed and delivered to the **County** a non-collusive bidding certification on the **Vendor's** behalf. (form)

#### *10. Records*

The **Vendor** shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, “the Records”). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter.

The **County** Comptroller, the **County** Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the **Vendor** within the **County** or, if no such office is available, at a mutually agreeable and reasonable venue within the **County**, for the term specified above for the purposes of inspection, auditing and copying. The **County** shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the “Statute”) provided that: (a) the **Vendor** shall timely inform an appropriate **County** official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the **County**’s right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

#### 11. *Identifying Information and Privacy Notification*

a. Identification Number(s). Every invoice or claim for payment submitted to a **County** agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee’s identification number. The number is any or all of the following: (i) the payee’s Federal employer identification number, (ii) the payee’s Federal social security number, and/or (iii) the payee’s **Vendor** Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. *Privacy Notification.* (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the **County** is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the **County**’s purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

#### 12. *Conflicting Terms*

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

#### 13. *Governing Law*

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

#### 14. *Prohibition on Purchase of Tropical Hardwoods*

The **Vendor** certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the **Vendor** to establish to meet with the approval of the **County**. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any sub **Vendor**, the prime **Vendor** will indicate and certify in the submitted bid proposal that the sub **Vendor** has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the **County**; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the **Vendor** to meet with the approval of the **County**.

#### **15. Compliance with New York State Information Security Breach and Notification Act**

The **Vendor** shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

#### **16. Gratuities and Kickbacks**

a. *Gratuities.* It shall be unethical for any person to offer, give, or agree to give any **County** employee or former **County** employee, or for any **County** employee or former **County** employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. *Kickbacks.* It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a sub**Vendor** under a contract to the prime **Vendor** or higher tier sub**Vendor** or any person associated therewith, as an inducement for the award of a subcontract or order.

#### **17. Audit**

The **County**, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The **Vendor** shall comply with any demands made by the **County** to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The **Vendor** shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the **County** prior to the date of this agreement. The revenues and expenditures of the **Vendor** in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented.

Expenditures or claims for payment which are not fully documented may be disallowed. The **Vendor** agrees to provide to or permit the **County** to examine or obtain copies of any documents relating to the payment of money to the **Vendor** or expenditures made by the **Vendor** for which reimbursement is made to the **Vendor** by the **County**. The **Vendor** shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the **Vendor** has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the **County**, the **Vendor** shall provide the **County** with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

#### **18. Certification of compliance with the Iran Divestment Act**

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/**Vendor**, any person signing on behalf of any Bidder/**Vendor** and any assignee or sub **Vendor** and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/**Vendor** and any sub **Vendor** or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/**Vendor** is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/**Vendor** seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the **County** receive information that a Bidder/**Vendor** is in violation of the above-referenced certification, the **County** will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the **County** shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/**Vendor** in default.

The **County** reserves the right to reject any bid or request for assignment for a Bidder/**Vendor** that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/**Vendor** that is awarded a Contract and subsequently appears on the Prohibited Entities List.

#### **19. County of Erie Conflict of Interest Disclosure Statement**

The purpose of this conflict of interest disclosure statement (hereinafter “Disclosure”) is to protect the interests of the County of Erie (hereinafter “County”) when conducting evaluations regarding potential County projects, funding and/or contractual arrangements. The process whereby outside applicants are evaluated for County projects and/or funding must be conducted in a manner that insures against any bias or even the perception of a conflict of interest. Therefore, prior to taking part in the selection process, those serving as evaluators must complete the attached Disclosure.

Attached to each Disclosure will be a list of the organizations, as well as their subcontractors, subject to evaluation. The chair of the selection committee will prepare the list and attach same to the Disclosure prior to distribution. Once the Disclosure has been completed, each evaluator is asked to return the form to the chair of the selection committee. Evaluations shall not commence until all Disclosures have been returned.

#### **20. Equal Pay Act (EPA)**

The EPA, which is part of the Fair Labor Standards Act of 1938, as amended (FLSA), and which is administered and enforced by the EEOC, prohibits sex-based wage discrimination between men and women in the same establishment who perform jobs that require substantially equal skill, effort and responsibility under similar working conditions. Cross references to the EPA as enacted appear in italics following the section heading. Additional provisions of the Equal Pay Act of 1963, as amended, are included as they appear in volume 29 of the United States Code.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

**County** of Erie

**Vendor**

By: \_\_\_\_\_  
Erie **County** Executive

By: \_\_\_\_\_  
Name

Approved as to Form only

\_\_\_\_\_  
Erie **County** Attorney

**CONTRACT ATTACHMENT A**

Request For Proposal Document

**CONTRACT ATTACHMENT B**

Vendor's Response