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Note: All required forms may be obtained at www.suffolkcountyny.gov:
Click on Bids and Proposals and follow the instructions to register and download the documents

**Section I
Administrative Information**

1. Purpose of RFP

The County of Suffolk ("County"), on behalf of the Suffolk County Department of Economic Development and Planning ("Department") set forth on page one, invites proposals ("Proposal(s)") from qualified companies ("Proposer") to provide services ("Services"), as described in Section IV, entitled "Technical Requirements."

The term Contractor ("Contractor") shall mean the successful Proposer who may be awarded a contract pursuant to this RFP.

2. Coordinating Departments

a. Prior to Award of Contract

The Suffolk County Purchasing Office is responsible for coordinating with the Department regarding the issuance of this RFP:

Suffolk County Purchasing Office
335 Yaphank Avenue, Room 103
Yaphank, New York 11980
Main Tel: (631) 852-5196
Fax (631) 852-5221

Contact: Purchasing Office staff member listed on page one of this RFP.

b. After Award of Contract

- i. The Department is responsible for coordinating with the Suffolk County Attorney's Office and the Contractor regarding the negotiation and execution of the contract.
- ii. The County will execute a contract with the Contractor, based on the Model Contract included in this RFP. Note that the Model Contract is subject to negotiation and revision, based on the Department's needs and the approval of the County Attorney's Office.
- iii. The Proposal submitted by the Proposer in response to this RFP, as may be negotiated by the Department, will become the basis for the contract.

c. After Execution of Contract

The Department is responsible for administration of the contract.

3. Background Information

- a. Suffolk County, with a population of 1.5 million, is Long Island's eastern-most county, and covers an area of approximately 900 square miles, 20 miles at its widest part and approximately 86 miles in length.

- b. The County of Suffolk is a municipal corporation of the State of New York with an annual operating budget of approximately \$2.6 billion. The County employs approximately 12,000 employees, with main offices located in Hauppauge, Yaphank, Riverhead, and several smaller locations.

4. Evaluation Committee and Award of Contract

The award of any contract will be made in the best interest of the County, taking into consideration cost as well as technical or other non-cost factors. The Suffolk County Department of Law acts as counsel to the County Evaluation Committee, but does not vote in the selection process.

The RFP Evaluation Committee shall include the following:

- a. Suffolk County Legislature Presiding Officer, or his designee; and
- b. Suffolk County Executive, or his designees; and
- c. The Department Head, or his or her designee, of the Department requesting the RFP.

5. Questions and Comments

a. Administrative Questions

Administrative questions (e.g., procedural questions on how to respond to this RFP) may be submitted by telephone or in writing (fax/email acceptable) to the Purchasing Office staff member listed on page one of this RFP.

b. Technical Questions

Technical questions (questions which are specific to the service requested in this RFP) must be submitted in writing (fax/email are acceptable) on or before the date set forth on page one of this RFP to the attention of the Purchasing Office staff member listed on page one of this RFP. Responses to such technical questions will be developed by the requesting Department and issued by the Purchasing Office in the form of an Addendum to this RFP.

c. No Direct Contact

No questions or comments should be directed to any County employee or its contractors or any firm currently in contract with the County regarding this RFP during the RFP process, except as set forth in sub-paragraphs 5.a and 5.b above or as may be requested or permitted by the Suffolk County Purchasing Office and/or the Suffolk County Department of Law. Failure to comply may result in immediate disqualification.

6. Proposer's Conference

A Proposer's Conference (non-mandatory) will be held on the date set forth on page one of this RFP.

Location Suffolk County Purchasing Office
335 Yaphank Avenue, Yaphank, New York 11980

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7. Due Date for Proposals

Proposals must be submitted to the attention of the Purchasing Agent listed on page one, by 3:30 p.m. on the date set forth on page one of this RFP.

In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as an Addendum to this RFP and applicable to all Proposers.

8. Number of Copies of Proposal

One original, plus such additional numbers of copies as set forth on page one of this RFP of the responses to Sections II, IV and V, are required to be sent to the Suffolk County Purchasing Office.

Note: Section V, entitled "Cost Proposal/Fee Schedule," is required to be in a **separate, sealed envelope**, properly labeled.

Do not submit Proposals that are permanently bound.

9. RFP Policies and Procedures

- a. It is the County's intent to select the Proposer that provides the best solution for the County's needs. In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below in the paragraph entitled "Proposal Format." Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process.
- b. The contract will be in the general format set forth in Section VI entitled "Model Contract," but will be subject to final contract negotiations.
- c. This RFP is not intended, and shall not be construed, to commit the County to pay any costs incurred in connection with any proposal or to procure or contract for any services.
- d. As a preliminary step, each Proposal will be examined to determine whether it is responsive to the requirements of this RFP. After such preliminary review, all responsive proposals will be evaluated.
- e. The decision to award a contract shall be based on the ability of the Proposer to provide quality and needed services and products and to comply with all applicable laws, rules, and regulations, including without limitation the local preference and other Suffolk County local laws referenced in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."
- f. While the County is under no obligation to contact Proposers for clarifications, it reserves the right to do so. Depending on the number and quality of the proposals submitted, the County, at the sole discretion of the RFP Evaluation Committee, may elect to interview all or some of the Proposers during the selection process and to request presentations.
- g. After evaluating proposals, the County may enter into negotiations with one proposer or multiple proposers. The primary purpose of negotiations is to maximize the County's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one proposer or multiple proposers. Negotiations will be

structured by the County to safeguard information and ensure that all proposers are treated fairly.

- h. The County may invite one or more proposers to submit a best and final offer (BAFO). Such invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the proposer's original proposal will be rejected as non-responsive and the County will revert to consideration and evaluation of the proposer's original pricing.
- i. If required, after review of the BAFO(s), clarification may be sought from the proposer(s). The County may conduct more than one round of negotiations and/or BAFO submissions in order to attain the best value for the County.
- j. The County will not necessarily choose the Proposer(s) with the lowest rates for Services. Based on the evaluation criteria, a competitive range consisting of those Proposals which are acceptable to the County, or which could be made acceptable following written or oral presentations, will be determined.
- k. The award of any contract will be made as judged to be in the best interest of the County.

10. RFP Posted On County Website

This RFP is available on-line at: www.suffolkcountyny.gov: click on Bids and Proposals and follow the instructions to register and download the documents. By registering on-line you will automatically be notified of all future addendums. If you should need assistance, please contact the Purchasing Office for help.

11. Reservation of Rights

The County expressly reserves the right to:

- a. Reject or cancel any or all proposals or any part thereof submitted in response to this RFP;
- b. Withdraw the RFP at any time, at the County's sole discretion;
- c. Disqualify any Proposer whose conduct and/or Proposal fails to conform to the requirements of the RFP;
- d. Use Proposal information obtained through site visits, management interviews, and the County's investigation of a Proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to the County request for clarifying information in the course of evaluation and/or selection under this RFP;
- e. Prior to Bid opening, amend the RFP specifications to correct errors, or oversights, or to supply additional information as shall become available;
- f. Prior to Bid opening, direct Proposers to submit Proposal modifications addressing subsequent RFP amendments;
- g. Change any of the dates concerning the RFP award schedule;

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- h. Eliminate any mandatory, not-material specification that cannot be complied with by all of the prospective Proposers;
- i. Waive any requirements that are not material;
- j. Award negotiated contracts to one or more Proposers;
- k. Negotiate with the successful Proposer(s) within the scope of the RFP, in the best interest of the County;
- l. Conduct contract negotiations with the next responsible Proposer should the County be unsuccessful in negotiations with the selected Proposer;
- m. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a Proposer's compliance with the requirements of the RFP.

12. Proposal Format

The following materials are required to be received by the County, by the Proposal Due Date set forth on the first page of this RFP. The topics listed under these general headings are minimum standards and should not be viewed as limitations to the information provided by the Proposer in response to this RFP.

a. Transmittal Letter (one original plus number of copies listed on page one)

A transmittal letter is a letter on the Proposer's stationery. A corporate officer or an authorized agent of the Proposer must sign the transmittal letter. The transmittal letter must state the contact person who will be responsible for answering all questions of the County Evaluation Committee. Include the telephone number, fax number, and e-mail address for such contact person.

b. Required Forms

i. Disqualification of Non-responsible Bidders (LL 52-2012 Form) (2 pages)

LL 52-2012 Form is included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

ii. Suffolk County Form 22 -- Contractor's/Vendor's Public Disclosure Statement (2 pages)

SCEX Form 22 is included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

A corporate officer, or an authorized agent of the Proposer, must sign one (1) original of form and have it notarized.

Please note that any Proposers who are not-for-profit corporations are not required to complete this form.

iii. Non-Collusive Offer Certification (FTS Form) (1 page)

FTS Form is included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

iv. Lawful Hiring Forms (LHE-1/2 Form) (1 page)

These forms are included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

The Labor Department's Lawful Hiring of Employees Unit may be reached at (631) 853-3808 for specific questions.

v. Living Wage Forms (LW1/38 Form) (1 page)

These forms are included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

If the Living Wage Laws applies and Section I is checked, the chart must be completed.

The Labor Department's Living Wage Unit may be reached at (631) 853-3808 for specific questions.

vi. Suffolk County Union Organizing Certification/Declaration (LO1 Form) (2 pages)

LO1 Form is included in the Section entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

(Note: this Form will be required only from the Apparent Successful Proposer)

vii. Contractor's Statement of Applicability of Local Preference Law – Section A4-13 of the Suffolk County Administrative Code (Local Preference Law)

Local Preference Law - Section A4-13 of the Suffolk County Administrative Code establishes a preference program for Suffolk County consulting contracts. This preference program requires all contracts for professional consulting services (engineering, architectural, planning, legal, and accounting, etc.) to be awarded to firms located and doing business within Suffolk or Nassau County, except where no local consultant has the necessary expertise or credentials to provide the needed service, or where the local consultant's response to a Request for Proposals (RFP) exceeds the otherwise lowest response by more than 10%. The local law contains specific definitions and language relative to application of this law which interested parties should review. The laws of Suffolk County are available free of charge at <http://legis.suffolkcountyny.gov/> under the "Search the Laws of Suffolk County" tab.

If applicable, include a statement with the Proposal asserting the applicability of the Local Preference Law. The statement must include the reasons for assertion of the applicability of the Local Preference Law.

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c. Proposer Profile/Response to Questions set forth in the RFP Section entitled “Proposer Profile”

Proposers’ responses will be used in the County’s evaluation of the Proposers’ general qualifications.

d. Proposer’s Proposed Technical Services/Response to items set forth in the RFP Section entitled “Technical Requirements”

This Section will be used in the County’s evaluation of the Proposer’s proposed technical services.

e. List (if applicable) of Subcontractors

Identify all subcontractors the Contractor plans to use and the function for which such subcontractors will be responsible. Provide qualifications, including prior relevant experience, for all subcontractors anticipated to be used (Reference Section III).

Subcontractors must complete all County forms listed above in paragraph 12(b).

Subcontractors must respond to all questions set forth in the RFP Section entitled “Proposer Profile.” This includes financial statements.

Subcontractors must respond to all requirements, to the extent such requirements are applicable to the services they will be providing, set forth in the RFP Section entitled “Technical Requirements.”

Failure to include this information in the Proposal may be grounds for disqualification.

f. Conflict of Interest

Proposers must disclose to the County the existence of any conflicts of interests, whether existing or potential. If none exist, state so. Proposals shall disclose:

- i. Any material financial relationships that the Proposer or any employee of the Proposer has that may create a conflict of interest in acting as a Contractor for Suffolk County.
- ii. Any family relationship that the Proposer or any employee of the Proposer has with any County employee that may create a conflict of interest or the appearance of a conflict of interest acting as a Contractor for Suffolk County.
- iii. Any other matter that the Proposer believes may create a conflict of interest or the appearance of a conflict of interest acting as a Contractor for Suffolk County.

g. Proposer’s Cost Proposal/Fee Schedule - Response to items set forth in the RFP Section entitled “Cost Proposal/Fee Schedule”

This Section will be used in the County’s evaluation of the Proposer’s proposed Cost Proposal/Fee Schedule.

h. Proposals shall be prepared avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. Each response in a Proposal shall clearly identify the section and paragraph number from the RFP to which it responds.

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13. Award Criteria

- | | | |
|-----------|---|-------------------|
| a. | General Qualifications:
Proposer’s history, expertise, experience, reliability, financial viability, and references. See RFP Section II, entitled “Proposer’s Profile” for specific requirements. | 40 points |
| b. | Proposed Technical Services/Products:
Strategies, methodologies, services offered by Proposer. See RFP Section IV, entitled “Technical Requirements” for specific requirements. | 40 points |
| c. | Cost Proposal/Fee Schedule
Separate sealed envelope.
See Section entitled “Cost Proposal/Fee Schedule Proposal” for specific requirements. | 20 points |
| | Total | 100 points |

14. Contract Terms and Conditions

- a.** Reference is made to the Model Contract set forth in Section VI entitled “Model Contract.” The Model Contract is included to illustrate general terms and conditions, including indemnification and insurance, which will be included in the contract when executed.
- b.** If the Proposer has a concern or question regarding any of the terms and conditions included in the Model Contract, the Proposer should note such concerns or questions in the Proposal. The Proposal must identify any items relating to the Model Contract that the Proposer requests be negotiated.
- c.** The Model Contract is subject to revision arising out of the terms and conditions imposed by law and/or deemed appropriate by the County Attorney’s Office.
- d.** Portions of the Proposal, as may be subsequently modified in negotiations with the County, may be included as exhibits in any contracts that the County may execute with the Proposer.
- e.** The County will execute a contract with principal contractors only. Any arrangements, including fee arrangements, partnerships, or collaborations between the principal contractor and subcontractors that provide services as part of the Proposal, must be fully disclosed in the Proposal.
- f.** The Proposer should not return the Model Contract with the Proposal.

**15. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003**

Proposers are advised that the efficient, timely, and nondisruptive provision of goods and services is a paramount financial interest of the County and, as such, the County requires the potential Contractor to protect the County’s financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes, including but not limited to, neutrality agreements, majority authorization

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card agreements, binding arbitration agreements, fair communication agreements, nonintimidation agreements, and reasonable access agreements.

16. Non-Responsible Bidder

It shall be the duty of the Proposer to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

The Proposer certifies that it has complied with the disclosure requirements under section 189-7 of the Suffolk Code, it is in compliance with all applicable licensing laws, and that it either has not engaged in a prohibited act covered under section 189-5 of the Suffolk County Code or is otherwise exempt from the provisions of Article II of Chapter 189 of the Suffolk County Code under section 189-9.

This certification shall be set forth on the LL52-2012 Form "Disqualification of Non-Responsible Bidder."

17. Effective Period of Proposals

All proposals must state the period for which the proposal shall remain in effect (i.e., how much time the County has to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the Proposal due date.

18. NYS Freedom of Information Law (FOIL)

All submissions for the County's consideration will be held in confidence pending final execution of the contract(s) unless disclosure is required by law or judicial order. However, fully executed contracts are subject to the New York State Freedom of Information Law (FOIL), codified at Public Officers Law Article 6. Therefore, if a Proposer believes that any information in its submission constitutes a trade secret or is otherwise information which, if disclosed would cause substantial injury to the competitive position of the Proposer's enterprise, and the Proposer wishes such information to be withheld if requested pursuant to FOIL, the Proposer shall submit with its Proposal a separate letter addressed to the primary contact referenced in this RFP, specifically identifying the page number(s), line(s) or other appropriate designation(s) of the Proposal containing such information, explaining in detail why such information is a trade secret or is other information which if disclosed would cause substantial injury to the competitive position of the Proposer's enterprise, and formally requesting that such information be kept confidential. Failure by a Proposer to submit such a letter with its submission will constitute a waiver by the Proposer of any interest in seeking exemption of this information under Article 6 of the Public Officers' Law relating to protection of trade secrets. The proprietary nature of the information designated confidential by the Proposer may be subject to disclosure if it is requested and the County deems it subject to disclosure or if ordered by a court of competent jurisdiction. A request that an entire Proposal be kept confidential may not be considered reasonable since a submission cannot reasonably consist of all data exempt from FOIL.

End of Text for Section I

**Section II
Proposer Profile**

1. General Information/Proposer's History

- a. Company name and address.
- b. Year company was founded and history.
- c. Total number of employees in company, and the number of employees at servicing office(s).
- d. Location(s) from which services will be performed.
- e. Describe the nature of your organization (e.g. business corporation, not-for-profit corporation, proprietorship, etc.).
- f. Contact person and title.

2. Qualifications and Experience of Personnel

- a. Provide resumes of the account manager and other key staff who will be assigned to this account.
- b. For each professional listed above, describe his/her qualifications and provide information regarding:
 - i. Education;
 - ii. Professional licenses and other affiliations (copies of which shall be submitted with Proposals);
 - iii. Number of years engaged in services relating to the services requested in this RFP;
 - iv. Other relevant work experience or qualifications;
 - v. The role each identified person would play.
- c. Describe other accounts involving similar services. Describe the role and experience of key personnel assigned to other similar accounts who will be assigned to this account.
- d. Will temporary staff also be involved? If so, include details of their supervision and training.
- e. In addition, Suffolk County may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) business days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

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3. Financial Viability

a. Financial Statements – Mandatory for Nongovernmental Agencies

Requirement specifications:

- i. Current financial statement (if current year not available previous calendar year acceptable) prepared and certified by an Independent Certified Public Accountant (CPA) to include:
 - o Balance Sheet
 - o Income Statement
 - o Statement of Cash Flows
 - o Opinion Letter
- ii. If independently audited financial statement is not available, the most current in-house Company statement to include
 - o Balance Sheet
 - o Income Statement
 - o Statement of Cash Flows
 - o Financial Statement to be signed by one of the following attesting to the accuracy of the statement:
 - Chief Executive Officer (CEO)/Chief Financial Officer (CFO)/Chief Operating Officer (COO)
- iii. Failure to submit complete, comprehensive documents may result in disqualification for consideration of an award.

b. Indebtedness to County, Liens, and Litigation

Submit a statement as to indebtedness, if any, to the County; and a listing of all outstanding liens, if any, against the Proposer. Submit a summary of all litigation, if any, against the Proposer and disposition or outcome of same.

c. Statement Regarding Bankruptcy

Include a statement disclosing any bankruptcy(ies) filed within the last seven (7) years. The statement must include the date the bankruptcy was originally filed, the current status, and, if applicable, the date the bankruptcy was discharged.

4. Client History

Provide a list of all clients for whom you have provided similar services within the last three years. For each client, provide the following:

- a. Client name; and
- b. Client address; and
- c. Contact name, title, and telephone number; and

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- d. Description of services provided and time period.

5. References

- a. From the list provided in response to paragraph 4, entitled "Client History," provide three client references for which you have provided services (current governmental or quasi-governmental agencies preferred). Provide name of the organization, services, contact name and telephone number.
- b. Provide a list of all contracts with the County of Suffolk within the last five (5) years (regardless of type of service), the time period for those services and your primary County contact.

6. Conflicts of Interest and/or Potential Conflicts of Interest

a. Relationships with Third Parties

Any Proposer to the County of Suffolk is charged with the continuing duty to disclose to the County the existence of any interests it may have, contractual or otherwise, ongoing or previous, with any companies or individuals with whom the County of Suffolk does business with respect to the services required by this RFP. This duty continues for so long as the Proposer is retained on behalf of the County or its employees.

b. Relationships with County Departments/Agencies/Employees

Any Proposer to the County of Suffolk is charged with the continuing duty to disclose to the County the existence of any interests it may have, contractual or otherwise, ongoing or previous, with any County department, agency or employee. This duty continues for so long as the Proposer is retained on behalf of the County or its employees.

7. Subcontractors

If you intend to use the services of a subcontractor, please provide all of the above information in this Section for each such subcontractor.

Note that the County must pre-approve the use of any subcontractors.

End of Text for Section II

Section III Background Information

Suffolk County's reliance on individual cesspools and septic systems has been identified by scientists, academic researchers, and government regulatory agencies as a significant and continuing threat to water quality. Effluent from onsite wastewater disposal systems (OWDS), which are not designed to treat wastewater by removing nitrogen, reaches groundwater, which ultimately reaches the bays and estuaries. Excess nitrogen causes toxic algal blooms that contribute to low oxygen conditions, fish kills, degraded wetlands and marine habitats. Nitrogen also contaminates the sole source aquifer that provides Long Island's drinking water.

Although centralized wastewater treatment through the establishment of wastewater treatment plants and collections systems can be an effective solution in some areas, for many communities, sewers are not a practical or cost-effective means of providing wastewater treatment. For that reason, Suffolk County, like many other areas in the northeastern United States, is taking steps to increase the use of Innovative/Alternative Onsite Wastewater Treatment System (I/A OWTS) technologies for use in areas which will not be served by sewers.

In 2014, Suffolk County was one of 16 communities selected by the IBM Corporation to participate in the IBM Smarter Cities Challenge, part of ongoing efforts by IBM to build a Smarter Planet®. A team of experts from IBM spent several weeks in the County assessing the lack of active wastewater treatment and generated a Smarter Cities Challenge report which included significant recommendations for policy makers to consider in addressing the problem. To help Suffolk County achieve a successful platform for integrated water management, the IBM team recommended the establishment of an organizational structure to support the County's wastewater management programs.

In 2015, the County issued an updated [Comprehensive Water Resources Management Plan](#), which documented significantly elevated concentrations of nitrogen in groundwater over time, and made a series of recommendations to reverse the degradation of water quality. A key recommendation of both the [IBM Smarter Cities Challenge report](#) and the Comprehensive Water Resources Management Plan is consideration of the establishment of a countywide wastewater management district to administer the County's overall wastewater infrastructure program.

In 2015, New York State appropriated five million dollars to address nitrogen pollution on Long Island, leading to the joint initiative by the New York State Department of Environmental Conservation (NYSDEC) and the [Long Island Regional Planning Council](#) (LIRPC) to develop a [Long Island Nitrogen Action Plan](#) (LINAP). Working together, NYSDEC and LIRPC established a Project Management Team and engaged a broad group of stakeholders to develop a science-based, long term plan to address a variety of sources of nitrogen, including cesspools and septic systems. LINAP will determine how best to reduce nitrogen loading to groundwater and surface water through technical, management, and regulatory/policy actions. The establishment of a countywide wastewater management district has been identified by the Project Management Team as an early action item under the LINAP.

End of Text for Section III

Section IV Technical Requirements

1. Overview

Suffolk County (the County) seeks a qualified consulting firm or team to build on the recommendations of the IBM Smarter Cities Challenge report and the County's Comprehensive Water Resources Management Plan by assessing the financial implications and clarifying the process for the establishment and management of a countywide Water Quality Improvement District (WQID).

Both reports identified the potential advantages of establishing a single wastewater district to provide the administrative organizational structure to manage sewage treatment infrastructure and to oversee the widespread installation of IA/OWTS technologies to replace cesspools and septic systems in areas where sewerage is not a practical or cost-effective alternative.

As envisioned, the WQID would manage sewer and IA/OWTS services separately in a tiered system through which sewerage parcels would comprise one tier, and non-sewered (IA/OWTS) parcels, another. Suffolk County has partnered with the Long Island Nitrogen Action Plan (LINAP) Project Management Team and the Long Island Regional Planning Council to develop this scope of services for an investigation into a WQID. The services required by this LINAP-funded Request for Proposals (RFP) are described below.

2. Minimum Requirements for Technical Services Proposals

a. Understanding of the Project

The Proposal must include a statement of work that describes the Proposer's understanding of the Project. The Proposer is expected to discuss its understanding of the proposed "Scope of Work."

- i. The complexity, challenges and problems involved in performing the work.
- ii. Approach and philosophy for dealing with problems.
- iii. Experience dealing with key issues.
- iv. Any additional issues or matters relating to the "Scope of Work" which the Proposer wishes to address.

b. Key Personnel and Staffing

Key personnel identified in the Proposal will be expected to remain assigned to the project for the term of the contract. Requests for a change in key personnel assignments during the term of the contract must be approved in advance, in writing, by the County. The Proposal should also include a discussion that outlines staffing levels/man-hour requirements that should be expected on the County level to support the implementation and day-to-day operation of the project. This information will be a recommendation only for discussion purposes. The Proposer should describe other potential burdens that may be placed on the County with respect to the servicing of the account.

c. Subcontractors

Services that are to be subcontracted must be clearly defined in the Proposal. The Contractor retains responsibility for all acts and omissions of the subcontractor. The Contractor must obtain the prior approval from the Department for all subcontracts.

Subcontractors must respond to all requirements set forth above in this Section, to the extent such requirements are applicable to the services they will be providing.

The County may require that subcontracted activities be provided under the terms of a three-party contract between the Contractor, the County and the subcontractor.

3. Technical Services Specifications (Detailed Scope of Services)

Project Goals

The overall goal of the study is the development of an Implementation Guide for a Countywide Water Quality Improvement District (WQID) including the various prerequisite actions that would be required to establish the WQID and the management structures and financing required for its operation. Each of the specific RFP components is described in detail below, but is summarized as follows:

- Identify and evaluate the infrastructure that would be incorporated into the WQID
- Conduct a financial analysis of potential costs and revenue sources
- Propose the programmatic functions of the WQID
- Propose the management structure of the WQID including all involved entities, stakeholders
- Establish a timeline/critical path for all actions at all levels (State, County, Town, etc.)

SCOPE OF SERVICES

Statement of Need

The consultant or team should summarize the recommendations made in the above referenced Comprehensive Water Resources Management Plan and IBM Smarter Cities Challenge report. This section of the report should also include a description of the typical components of a single countywide Water Quality Improvement District (WQID) based on similar models from elsewhere in the country. The section should describe the challenges and benefits of other single sewer districts and discuss those specific models in more detail that might be appropriate for Suffolk County.

Existing and Proposed Districts

This RFP requires the development of cost estimates for a WQID (see below). A critical component of a reliable cost estimate is an understanding of the condition, current and replacement values of existing town and county infrastructure. Inclusion of proposed infrastructure is needed to estimate future costs. The report should include in the appropriate sections a summary of any infrastructure assessments completed in the recent past.

Mapping of Sewer Districts and Receiving Waters

The selected consultant or team shall prepare a geodatabase to include all existing and proposed public wastewater treatment plants (WWTPs), collection systems, and sewer districts in the County. Some new or expanded systems are or will be proposed as part of the County's Subwatershed Wastewater Plan (see below). Other new or expanded systems are proposed for economic development and housing expansions including those proposed in Smithtown, Kings Park, and Ronkonkoma.

The GIS data should include WWTP locations, sewer district boundaries, properties served, and collection systems. All effluent discharge locations (groundwater and surface water) should be indicated on the maps including those that discharge to groundwater and surface water along with the associated hydrologic zones. Additional layers should include all NYSDEC regulated surface waterbodies in the County, best intended use classifications, and their compliance with classification standards. Compliance with groundwater discharge standards should also be included. Most or all this information is available from the NYSDEC and the County.

Treatment Plant and Collection System Data Collection

The consultant or team shall prepare a detailed inventory of all public (village, town, and county) WWTPs in Suffolk County along with all Innovative / Alternative Onsite Wastewater Treatment Systems (I/A OWTS) that have been installed or permitted. The inventory should be incorporated into the geodatabase. Most of the requested information is available from the system owners, the SCDHS, the County's Department of Public Works (SCDPW), and the NYSDEC. The information should include the following:

- Plant capacity, process, average and range of flows, and nitrogen discharge concentrations
- Plant age, upgrades and replacements, and planned modifications
- Ownership, operation and maintenance (O&M) provider
- Debt service, O&M costs, capital replacement costs
- Expansion potential

Similarly, the consultant or team shall assemble all information (where available) on each sewer district's collection system including the following:

- Number of connections
- Materials, age, type, inspection results, upgrades and replacements,
- Ownership, O&M provider
- Debt service, O&M costs, capital replacement costs
- Expansion potential

The inventory should also include all I/A OWTS permitted or installed along with system type, capacity, and installation dates.

Nitrogen Load Modeling and the Subwatershed Wastewater Plan

The above tasks should incorporate the recommendations of the County's Subwatershed Wastewater Plan (SWP) scheduled for completion this year. The SWP will be based in part on the Nitrogen Load Model (NLM). The NLM is an estimate of the nitrogen loads to the County's 189 mapped subwatersheds from all nitrogen sources including

wastewater. The SWP will include recommendations to locate new WWTPs and their collection systems, expand existing systems, and install I/A OWTS in areas identified as environmental priorities. The geodatabase should include the Suffolk County subwatersheds identified in the SWP along with all the priority zones identified for improved wastewater treatment.

Available information on proposed systems (of the same type as for existing systems) should be incorporated into the *Existing and Planned Infrastructure* section of the study from the SWP. Where available, the following information should be included or estimated:

- Number of sewer district connections
- Location and size of WWTP, extent of collection system
- Estimate sewer district capital and O&M costs
- Locations and estimated number of proposed/recommended I/A OWTS

Expansion and Consolidation of Existing Infrastructure

The County may consider expanding existing WWTPs and their collection systems or in some cases may consolidate smaller systems into larger ones by converting the smaller plants into pumping stations with force mains to the larger systems. Where proposed, the study should examine these expansions and consolidations to assess their potential benefits including possible estimated capital and O&M costs and cost savings.

Administrative Costs

Documenting existing administrative and management costs will be necessary in estimating the costs of administering a countywide WQID. Some of these costs may be reduced by centralizing administration, increasing efficiencies, and eliminating redundant services.

The consultant or team should detail administrative costs incurred by the villages, towns, and the County for managing existing sewer districts. Administration costs should include personnel (office, legal, accounting, IT), billing, consultants, and the value of the space utilized by administrative personnel and services.

Sewer District Revenues

Sewer fees from one sewer district to another vary widely depending on which costs are included (all or part of the capital costs, replacements costs, and operation and maintenance costs). One of the goals of a single WQID is to make the sewer fees more consistent among ratepayers, and more equitable. To achieve that objective, existing fees and the history of fees collected over time must be documented for each of the sewer districts.

The report should present all sewer district rates, rate structure, and rate history over the last ten years. It should discuss how each of the rates was derived and whether they are adequate to cover all costs including debt service, O&M, and plant and collection system upgrades and replacements.

Single Sewer District Costs, Funding, and Financing

Estimated Sewer District Costs

Determining funding and financing requirements for a single WQID will require a detailed estimate of the costs that would be incurred in managing and operating a single WQID. The consultant should prepare a cost estimate for operation from the information gathered early in the study from the existing town and County sewer districts as well as estimated costs for proposed new systems and upgrades required to bring deficient systems into compliance. Costs for upgrades should incorporate those proposed by the County's Subwatershed Wastewater Plan along with any new water quality standards. The cost estimate should include O&M, debt service, new capital costs and replacement costs.

Grants

Suffolk County has been awarded funding by New York State to expand the County's existing program that provides grants to property owners for the installation of I/A OWTS. The East End towns have utilized a portion of their Community Preservation Funds (from a real estate transfer tax) for a similar program. The consultant or team should review the progress of these programs and their role as a future funding mechanism.

Other grants may be available and should be discussed including those that might be available through the Community Development Block Grant program, the Clean Water State Revolving Fund, the NYS Department of Environmental Conservation Water Quality Improvement project grant and the Environmental Facilities Corporation's Clean Water Infrastructure Improvement Act of 2017 grants for capital projects.

Dedicated Funding Streams (Fees and Taxes) and Fee Equalization

The potential funding streams recommended for consideration in the County's Comprehensive Water Resource Management Plan include a surcharge on water usage, and a modest monthly charge to property owners similar to the Bay Restoration Fee implemented successfully by the State of Maryland. The report should review the creation of recurring revenue streams in other parts of the country, and the revenue generation potential of similar mechanisms in Suffolk County.

An additional evaluation should be conducted of how existing town and County sewer fees might be equalized over time. The consultant should develop a formula to generate equitable fees that should include some or all the following:

- Usage based on water consumption (wastewater generation)
- Location in priority subwatersheds as defined by the County's SWP
- Performance based on nitrogen removal efficacy and/or treatment system
- OWDS – based on cesspool or septic system, age/condition, pumpout history
- WWTP/collection system – based on process, age/condition, remaining debt service, replacement costs

Debt Instruments

The WQID must possess the ability to fund infrastructure improvement projects. The report should provide a discussion of the various ways by which the WQID could issue debt to finance such projects and the methods which could be employed to collect resulting debt service. Both taxable and non-taxable financing should be reviewed. Consideration

should be given to both a single and multi-tiered service approach. The report should include, but should not be limited to, discussions of the following:

- General obligation bonds
- Revenue bonds with an identified revenue stream
- Financing through NYS Environmental Facilities Corporation
- Green bonds

Assessment Stabilization Reserve Fund (ASRF)

The Assessment Stabilization Reserve Fund (ASRF) is a budgetary mechanism that has been used by the County to ‘stabilize’ and help equalize sewer district rates across the County. The County has used the ASRF in recognition of the wide range of rates paid by property owners in the County’s different sewer districts.

If a single WQID is established across the County and an equitable rate structure established, the role of or even need for the ASRF may change. The consultant or team should review the history of, current function of, and future of the ASRF. The report should discuss whether establishment of an alternative revenue stream and more equitable fee structure eliminates the need for the ASRF.

Low- and Moderate-Income Property Owners

Wastewater collection and treatment fees can be burdensome for low- and moderate-income property owners. The consultant or team should discuss what rate would constitute a burden on low- and moderate-income property owners and propose measures to protect those rate payers.

Single District Management

Single District Models

Other counties across the country have designated their counties as single wastewater districts. The consultant or team should review such other single district models that may be appropriate for Suffolk County, their components, advantages and disadvantages. The report should discuss potential operational efficiencies of a single district including:

- Consistent operation; cost uniformity (more equitable billing); enhanced nitrogen removal
- Elimination of duplicative administrative structures
- Purchasing economies; staffing efficiencies; automated billing

Environmental and Economic Priority Areas

A discussion should be included on the significance of the priority subwatersheds as identified by the SWP in the management of the single WQID. Identified economic priority zones should also be included in this section of the report.

Responsible Management Entity

In 2017, Suffolk County designated its Department of Health Services (SCDHS) as the Responsible Management Entity (RME) as defined by the US Environmental Protection Agency (EPA). The EPA has defined five RME models: 1) Homeowner Awareness; 2) Maintenance Contracts; 3) Operating Permits; 4) Operations & Maintenance RME; and 5)

Ownership RME. The County's Comprehensive Water Resources Management Plan suggested that model 4 may be most appropriate as it is *'acceptable where there are large numbers of onsite sewage disposal systems and decentralized systems that must meet water quality requirements to protect the environment and the systems are maintained in private ownership.'*

The consultant or team should describe in detail what is required of a Model 4 RME, which in Suffolk County is now the SCDHS. The report should discuss the management structure that would be best for the RME including whether it should be comprised of only the SCDHS or a new entity managed by SCDHS with representatives from the Suffolk County Department of Public Works (SCDPW) and the Suffolk County Water Authority (SCWA). The report should discuss individual agency responsibilities and staffing and the potential role of private contractors and consultants.

Information Management

A countywide WQID would serve hundreds of thousands of property-owners necessitating efficient and modern information management. The consultant or team should review the County's new Information Technology (IT) initiative and detail the additional IT components required to manage a single WQID. The consultant or team should reference the IBM Smarter Cities Challenge report recommendations and:

- Review billing and permitting system requirements and options including mobile systems
- Review access to and storage of infrastructure plans and specifications
- Discuss the most appropriate system for data collection and performance monitoring
- Recommend an asset management system for the long term operation and maintenance of the County's wastewater infrastructure

Financial Management

Financial management would likely be the responsibility of the RME (SCDHS) working closely with the IT department. The consultant or team should detail the elements of the financial management system that would be required of the RME. Included would be discussion of the management of funding and financing systems and the advisability of utilizing an entity other than the RME for financial management.

Outside Oversight and Review

New entities like a RME for a single WQID could benefit from the input of an outside entity that may have a broader perspective and one that helps ensure that the interests of those served are well represented. The consultant or team should review the need for, advantages, responsibilities, and composition of an outside oversight and advisory committee.

Legal Requirements for Establishing a Single District

State law provides detailed requirements for the formation of a sewer district. The requirements differ for towns and counties. The consultant or team should detail the legal processes to be followed for the formation of a single countywide WQID including any special legislation that may be required. The consultant or team should draft any applicable enabling legislation that would be required to create the WQID.

The report should include all necessary steps including any required petitions, map and plan, public hearing, State comptroller review, vote and/or permissive referendum, other processes and items. The map and plan, if required typically includes background information, the proposed service area and collection system, design considerations, project costs and financing.

Anticipated Timeline and Required Actions

The report should establish a timeline with critical paths for all actions at all levels (state, county, town, etc.) required to establish a single countywide WQID. The timeline should also include all anticipated meetings (see below) and work product deliveries.

Stakeholder Print and Electronic Outreach

Suffolk County's Subwatershed Wastewater Plan has been developed through an open process that has included outreach to numerous environmental, community, and business stakeholder organizations as well as academia, and the various County, state, and federal agencies involved in data collection, management, and regulation of the groundwater, drinking water, and surface waters of Long Island.

The consultant or team shall prepare materials as directed by the County for print and electronic distribution to stakeholders that explains project goals, process, and results. Materials should be ready for possible inclusion in water bills, legislative mailings, or other information distribution channels as determined by the County. In addition, the consultant or team should prepare information for posting on the County's [Reclaim Our Water](#) website.

Meetings

Single District Workgroup

The LIRPC in consultation with the County will establish an internal workgroup to meet periodically with the selected consultant or team and help direct the project. The consultant or team should plan on meeting with the internal workgroup at least three times during the project: kickoff meeting, progress meeting, and draft final report meeting. Additional meetings may be required.

County Offices and Legislature

The consultant or team should plan on one or more meetings with the County's executive office and involved County agencies including SCDHS, SCDPW, Economic Development & Planning, IT and others. The consultant or team may also be asked to present its findings to the Suffolk County Legislature.

State Agencies and Officials

The consultant or team should plan on one or more meetings with members of the Long Island Nitrogen Action Plan working group and involved state agencies including NYS DEC, NYS Environmental Facilities Corporation, and others. The consultant or team may also be asked to present its findings to State representatives.

Community, Environmental, and Business Stakeholders

Stakeholder outreach will be an important part of the project and its long-term success. The consultant or team should plan on presenting project findings to at least one (final results) and possibly two (interim and final results) meetings of community, environmental, and business stakeholders.

End of Text for Section IV

**Section V
Cost Proposal/Fee Schedule**

1. Separate Envelope

Your Original, plus all of your required extra copies of the Cost Proposal/Fee Schedule, should be submitted in one (1) sealed envelope and packaged only in your “Original” proposals set.

Do not include cost information in the body of your Proposal response.

Do not include Cost Proposal/Fee Schedules in sealed envelopes in any of the extra sets submitted.

Include the name of your company on each page of your Cost Proposal/Fee Schedule.

2. Cost Proposal/Fee Schedule is One of Several Evaluation Criteria

Based on the evaluation criteria set forth in Section I, entitled “Administrative Information,” please note that the County will not necessarily choose the Proposer with the lowest rates for services.

If the Cost Proposal/Fee Schedule involves revenue in any form to the County, please also note that the County will not necessarily choose the Proposer with the highest rates for revenue to the County.

3. Additional Information

The Proposer should provide any additional information it deems necessary to explain or clarify its Cost Proposal/Fee Schedule.

4. Alternative Proposals

The Proposer may submit alternative Technical Proposals and alternative Cost Proposal/Fee Schedules, if there is more than one viable approach to performing the services.

Proposers must supply Cost Proposal/Fee Schedules in the format set forth below. Cost Proposal/Fee Schedules in alternative formats will be reviewed and may be accepted. However, all Proposers, at a minimum, must provide a Cost Proposal/Fee Schedule in the format set forth below. Proposers are requested to submit any additional information, charts, data and descriptions as the Proposer deems necessary for evaluation.

5. Format for Cost Proposal/Fee Schedule

Proposers shall provide a detailed list for anticipated charges it will impose for items that shall or may apply to the Services requested under this RFP. Failure to include a charge or schedules of charges may preclude the Contractor from billing the County for such non-specified items.

All schedules submitted must include the name of the Proposer and must be paginated.

The anticipated term of the Contract is six (6) months with single six (6) month option to renew.

General Submissions

All proposals should include an Executive Summary and discussion of the consultant's or team's approach to the project. Another section should provide the consultant's or team's qualifications with specific reference to infrastructure management, legal analysis, drafting of legislation, capital planning, financial analysis, and other related subjects.

The consultant or team should incorporate a timeline for engagement, including the scope of services, appropriate anticipated starting and realistic finish dates for all the major tasks identified in the scope of services. The consultant or team should outline the number of meetings proposed and project stakeholder participation efforts.

Submitters should provide a description of the experience and qualifications of all personnel anticipated to contribute to the project, including identifying the principal in charge of the project.

A breakdown of the proposed fee schedule and billing methodology should be provided with an all-inclusive, not-to-exceed cost estimate for completion of the work proposed, as well as a task by task budget.

A list of current references should also be included with their contact information as well as one copy of supporting plan documents of similar projects completed by the consultant or team in recent years.

End of Text for Section V

Consultant/Personal Services Contract

This Contract (“the Contract”) is between the **County of Suffolk (“the County”)**, a municipal corporation of the State of New York, acting through its duly constituted **Department of (Insert Name) (“the Department”)**, located at **Insert Address**; and

▪ **Insert Name of Contractor (“the Contractor”)**, having an address at **Insert Address**.

The Contractor has been designated to receive funds from the County for **Insert Description (“the Services”)** as set forth in Article I, entitled “Description of Services.”

Term of the Contract:

Total Cost of the Contract: Shall not exceed \$x,000.00, as set forth in Article II, attached.

Terms and Conditions: Shall be as set forth in Articles I and II and Exhibits 1 and 2, attached hereto and made a part hereof.

In Witness Whereof, the parties hereto have executed the Contract as of the latest date written below.

Name of Contractor

COUNTY OF SUFFOLK

By: _____
Name
Title
Fed. Tax ID #
Date _____

By: _____
Dennis M. Cohen
Chief Deputy County Executive
Date _____

Approved as to Form:
Dennis M. Brown
County Attorney

Approved:
Department

By: _____
Name
Assistant County Attorney
Date _____

EXHIBIT A By: _____
Name
Title
Date _____
EXHIBIT B

List of Articles & Exhibits

Article I

Description of Services

Article II

Financial Terms and Conditions

1. Conflicting Provisions
2. General Payment Terms
3. Agreement Subject to Appropriation of Funds
4. Accounting Procedures
5. Audit
6. Comptroller's Rules and Regulations for Consultant's Agreements
7. Specific Payment Terms and Conditions

Exhibit 1

County Terms and Conditions

1. Elements of Interpretation
2. Meanings of Terms
3. Contractor Responsibilities
4. Qualifications, Licenses, and Professional Standards
5. Notifications
6. Documentation of Professional Standards
7. Credentialing
8. Engineering Certificate
9. Termination
10. Indemnification and Defense
11. Insurance
12. Independent Contractor
13. Severability
14. Merger; No Oral Changes
15. Set-Off Rights
16. Non-Discrimination in Services
17. Nonsectarian Declaration
18. Governing Law
19. No Waiver
20. Conflicts of Interest
21. Cooperation on Claims
22. Confidentiality
23. Assignment and Subcontracting
24. Changes to Contractor
25. No Intended Third Party Beneficiaries
26. Certification as to Relationships
27. Publications

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28. Copyrights and Patents
29. Arrears to County
30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction
31. Record Retention
32. Certification Regarding Lobbying
33. Notice

Exhibit 2

Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Youth Sports
11. Work Experience Participation
12. Safeguarding Personal Information of Minors
13. Contract Agency Performance Measures and Reporting Requirements
14. Suffolk County Local Laws Website Address
15. Suffolk County Code of Ethics

Article I Description of Services

Whereas, the County issued an Request for Proposals (“RFP”) on , 201@; and

Whereas, the Contractor submitted a proposal in response to such RFP; and

Whereas, the County has selected the Contractor to provide the services as set forth herein;

Now Therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

1. Conflicting Provisions

In the event of any conflict between this **Article I** and any other provision to this Contract, such other provision shall prevail unless it is expressly stated that this **Article I** shall prevail.

2. Services

Schedules and Reports

The Proposer shall detail the types of deliverables and timelines they typically produce while engaged in the services requested in Section IV (3). Monthly progress reports will also be required.

The final product will be an Implementation Guide for a Countywide Water Quality Improvement District (“WQID”) which shall include the following items as detailed in Section IV of this document:

- A. Summary of recommendations made in the above referenced Comprehensive Water Resources Management Plan and IBM Smarter Cities Challenge.
- B. Geodatabase to include all existing and proposed public wastewater treatment plants (WWTPs), collection systems, and sewer districts in the County.
- C. Detailed inventory of all public (village, town, and county) WWTPs in Suffolk County along with all innovative / alternative onsite wastewater treatment systems (I/A OWTS) that have been installed or permitted.
- D. A review of the Nitrogen Load Modeling and the Subwatershed Wastewater Plan.
- E. Analysis and proposal for the expansion and consolidation of existing infrastructure.
- F. Documentation of existing administrative and management costs necessary to administer the WQID.
- G. A report of all present sewer district rates, rate structures, and rate history over the last 10 years including discussion of the derivation of each of the rates and whether they are adequate to cover all costs including debt service, O&M, and plant and collection system upgrades and replacements.
- H. Cost estimates for district operation from the information gathered early in the study from the existing town and county districts as well as estimated costs for proposed new systems and upgrades required to

bring deficient systems into compliance. Costs for upgrades should incorporate those proposed by the County's Subwatershed Wastewater Plan along with any new water quality standards. The cost estimate should include O&M, debt service, new capital costs and replacement costs.

I. A review of the status of existing grant programs and their role as a future funding mechanism.

J. An analysis of the creation of recurring revenue streams in other parts of the country, and the revenue generation potential of similar mechanisms in Suffolk County.

K. A report detailing the various ways by which the WQID could issue debt to finance such projects and the methods which could be employed to collect resulting debt service.

L. A detailed review of the history of, current function of, and future of the Assessment Stabilization Reserve Fund (ASRF). The report should discuss whether establishment of an alternative revenue stream and more equitable fee structure eliminates the need for the ASRF.

M. A discussion of what rate would constitute a burden on low- and moderate-income property owners and propose measures to protect those rate payers.

N. Detailed review of other single district models that may be appropriate for Suffolk County, their components, advantages and disadvantages.

O. A discussion on the significance of the priority subwatersheds as identified by the SWP in the management of the single WQID. Identified economic priority zones.

P. Detailed analysis of what is required of a Model 4 RME, which in Suffolk County is now the SCDHS. The report should discuss the management structure that would be best for the RME including whether it would be comprised of only the SCDHS or a new entity managed by SCDHS with representatives from SCDPW and SCWA.

Q. A review of the County's new Information Technology (IT) initiative and detail the additional IT components required to manage a single WQID.

R. The consultant should detail the elements of the financial management system that would be required of the RME. A discussion of the management of funding and financing systems and the advisability of utilizing an entity other than the RME for financial management shall be included.

S. A review of the need for, advantages, responsibilities, and composition of an outside oversight and advisory committee.

T. Detailed report of the legal processes to be followed for the formation of a single countywide WQID including any special legislation that may be required including drafts of any applicable enabling legislation that would be required to create the WQID.

U. The report shall establish a timeline with critical paths for all actions at all levels (state, county, town, etc.) required to establish a single countywide WQID.

In addition to the monthly progress reports and the Implementation Guide detailed above, the firm or consultant team shall also:

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- Prepare materials as directed by the County for print and electronic distribution to stakeholders that explain project goals, process, and results ;
- Provide summaries of all discussion, action items, and attendance for all meetings.

End of Text for Article I

Article II
Financial Terms and Conditions

1. Conflicting Provisions

In the event of any conflict between any provision in this Article II and an exhibit to this Contract, the exhibit shall prevail, unless it is expressly stated in the conflicting provision in this Article II that it shall prevail over the exhibit.

2. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

In order for payment to be made by the County to the Contractor for the Services, the Contractor shall prepare and present a Suffolk County Payment Voucher (Voucher), which shall be documented by sufficient, competent and evidential matter. Each Suffolk County Payment Voucher submitted for payment is subject to Audit at any time during the Term or any extension thereof. This provision shall survive expiration or termination of this Contract for a period of not less than seven (7) years, and access to records shall be as set forth in paragraph 31 of Exhibit 1, and paragraph 4(b) of Article II.

b. Voucher Documentation

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either upon execution of the Contract (for the Services already rendered and expenditures already made), or not more than thirty (30) days after the expenditures were made, and in no event after the 31st day of January following the end of each year of the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract, e.g., dates of the Service, worksite locations, activities, hours worked, and pay rates for all Services. The Suffolk County Payment Voucher shall include time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons. Disbursements made by the Contractor in accordance with the Contract and submitted for reimbursement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control.

c. Payment by County

Payment by the County shall be made within thirty (30) days after approval of the Voucher by the Comptroller.

d. Final Voucher

The acceptance by the Contractor of payment of all billings made on an approved voucher shall operate as and shall be a release of the County from all claims by the Contractor through the date of the Voucher.

3. Subject to Appropriation of Funds

- a.** The Contract is subject to the amount of funds appropriated each fiscal year and any subsequent modifications thereof by the County Legislature and no liability shall be incurred by the County beyond the amount of funds appropriated each fiscal year by the County Legislature for the Services.
- b.** If the County fails to receive Federal or State funds originally intended to pay for the Services, or to reimburse the County, in whole or in part, for payments made for the Services, the County shall have the sole and exclusive right to:
 - i.)** determine how to pay for the Services;
 - ii.)** determine future payments to the Contractor; and
 - iii.)** determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and conditions under which such reimbursement shall be paid.

4. Accounting Procedures

- a.** The Contractor shall maintain accounts, books, records, documents, other evidence, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract, in accordance with generally accepted accounting principles and with rules, regulations and financial directives, as may be promulgated by the Suffolk County Department of Audit and Control and the Department. The Contractor shall permit inspection and audit of such accounts, books, records, documents and other evidence by the Department and the Suffolk County Comptroller, or their representatives, as often as, in their judgment, such inspection is deemed necessary. Such right of inspection and audit as set forth in subparagraph (b) below shall exist during the Term and for a period of seven (7) years after expiration or termination of the Contract.
- b.** The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

5. Audit

- a.** All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to Services under the Contract. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Comptroller or shall submit a proposed plan of repayment to the Comptroller. If there is no response, or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under the Contract or any other Fund Source.
- b.** The provisions of this paragraph shall survive the expiration or termination of the Contract for a period of seven (7) years, and access to records shall be as set forth in paragraph 31 of Exhibit 1, and paragraph 4(b) of Article II.

6. Comptroller's Rules and Regulations for Consultant's Agreements

The Contractor shall comply with the "Comptroller's Rules and Regulations for Consultant's Agreements" as promulgated by the Department of Audit and Control of Suffolk County and any amendments thereto during the Term of the Contract. The "Comptroller's Rules and Regulations for Consultant's Agreements" may be viewed online at the County's website, SuffolkCountyny.gov; go to "Government," then "Comptroller," then "Consultant's Agreements."

7. Specific Payment Terms and Conditions

End of Text for Article II

**Exhibit 1
County Terms and Conditions**

1. Elements of Interpretation

As used throughout the Contract:

a. Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons, and shall include successors and assigns.

b. Capitalized terms used, but not otherwise defined herein, shall have the meanings assigned to them in the Contract.

2. Meanings of Terms

As used in the Contract:

“**Comptroller**” means the Comptroller of the County of Suffolk.

“**Contract**” means all terms and conditions herein forming all rights and obligations of the Contractor and the County.

“**Contractor**” means the signatory person, partnership, corporation, association or other entity, its officers, officials, employees, agents, servants, sub-contractors, volunteers, and any successor or assign of any one or more of the foregoing performing the Services.

“**County**” means the County of Suffolk, its departments, and agencies.

“**County Attorney**” means the County Attorney of the County of Suffolk.

“**Department**” means the signatory department approving the Contract.

“**Engineering Services**” means the definition of the practice of engineering and the definition of practice of land surveying, as the case may be, under Section 7201 and Section 7203 of the State Education Law, respectively.

“**Event of Default**” means

a. the Contractor’s failure to perform any duty required of it under paragraphs 4 through 7 of this Exhibit 1 of the Contract; or

b. the Contractor’s failure to maintain the amount and types of insurance with an authorized insurer as required by the Contract; or

c. the Contractor’s failure to maintain insurance required by the Contract with an insurer that has designated the New York Superintendent of Insurance as its lawful agent for service of process; or

d. The Contractor’s failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or

e. The Contractor’s bankruptcy or insolvency; or

f. The Contractor’s failure to cooperate in an Audit; or

g. The Contractor’s falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or

h. The Contractor’s failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or

i. The inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or

j. Any condition the County determines, in its sole discretion, that is dangerous.

“**Federal**” means the United States government, its departments and agencies.

“**Fund Source**” means any direct or indirect sum payable to the Contractor by the County pursuant to any lawful obligation.

“**Legislature**” means the Legislature of the County of Suffolk.

“**Services**” means all that which the Contractor must do, and any part thereof arising out of, or in connection with, the Contract as described in **Article I** “Description of Services.”

“**State**” means the State of New York.

“**Suffolk County Payment Voucher**” means the document authorized and required by the Comptroller for release of payment.

“**Term**” means the time period set forth on page one of the Contract and, if exercised by the County, the option period.

3. Contractor Responsibilities

a. It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities, and to administer funds received in the interest of the County in accordance with the provisions of the Contract.

b. The Contractor shall promptly take all action as may be necessary to render the Services.

c. The Contractor shall not take any action that is inconsistent with the provisions of the Contract.

d. Services provided under this Contract shall be open to all residents of the County.

4. Qualifications, Licenses, and Professional Standards

a. The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.

b. The Contractor shall continuously have during the Term all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

5. Notifications

a. The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him or the Contractor to perform the Services.

b. In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the County, but in no event shall such notification be later than five (5) days after a license holder has lost the license required to qualify the license holder or the Contractor to perform the Services.

c. In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

6. Documentation of Professional Standards

The Contractor shall maintain on file, in one location in Suffolk County, all records that demonstrate that it has complied with paragraphs 4 and 5 above. The address of the location of the aforesaid records and documents shall be provided to the County no later than the date of execution of the Contract. Such documentation shall be kept, maintained, and available for inspection by the County upon twenty-four (24) hours notice.

7. Credentialing

a. In the event that the Department, or any division thereof, maintains a credentialing process to qualify the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification, or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.

b. The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

8. Engineering Certificate

In the event that the Contract requires any Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization ("Certificate"), issued pursuant to § 7210 of the New York Education Law, of every person performing any Engineering Services. The failure to file, submit or maintain the Certificate shall be grounds for rejection of any engineering work product submitted for approval.

9. Termination

a. Thirty Days Termination

The County shall have the right to terminate the Contract without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days notice.

b. Event of Default; Termination on Notice

i.) The County may immediately terminate the Contract, for cause, upon such terms and conditions it deems appropriate, in the Event of Default.

ii.) If the Contractor defaults under any other provision of the Contract, the County may terminate the Contract, on not less than five (5) days notice, upon such terms and conditions it deems appropriate.

c. Termination Notice

Any notice providing for termination shall be delivered as provided for in paragraph 33 of this

Exhibit 1.

d. Duties upon Termination

i.) The Contractor shall discontinue the Services as directed in the termination notice.

ii.) Subject to any defenses available to it, the County shall pay the Contractor for the Services rendered through the date of termination.

iii.) The County shall be released from any and all liability under the Contract, effective as of the date of the termination notice.

iv.) Upon termination, the Contractor shall reimburse the County the balance of any funds advanced to the Contractor by the County no later than thirty (30) days after termination of the Contract. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

v.) Nothing contained in this paragraph shall be construed as a limitation on the County's rights set forth in paragraphs 5(c) and 15 of this **Exhibit 1.**

10. Indemnification and Defense

a. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with the Contract.

b. The Contractor hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.

c. The Contractor shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Contract, and any copyright infringement

proceeding or action. Alternatively, at the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys' fees or salary costs of County employees of the Department of Law for the defense of any such suit.

11. Insurance

a. The Contractor shall continuously maintain, during the Term of the Contract, insurance in amounts and types as follows:

i.) **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.

ii.) **Automobile Liability** insurance (if any non-owned or owned vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence. The County shall be named an additional insured.

iii.) **Workers' Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv.) **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per-occurrence or claims-made coverage basis.

b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (11)(a)(i), (ii), and (iv).

c. All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.

d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance and certificates, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements.

e. In the case of commercial general liability insurance the Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

f. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

g. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.

12. Independent Contractor

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything herein, the Contract shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

13. Severability

It is expressly agreed that if any term or provision of the Contract, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of the Contract shall be valid and shall be enforced to the fullest extent permitted by law.

14. Merger; No Oral Changes

It is expressly agreed that the Contract represents the entire agreement of the parties and that all previous understandings are herein merged in the Contract. No modification of the Contract shall be valid unless in written form and executed by both parties.

15. Set-Off Rights

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold from a Fund Source an amount no greater than any moneys due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

16. Non-Discrimination in Services

a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status:

i.) deny any individual the Services provided pursuant to the Contract; or

ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or

iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or

iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or

v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract.

b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially impairing the Contract with respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, in determining:

i.) the Services to be provided, or

ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or

iii.) the class of individuals to be afforded an opportunity to receive the Services.

17. Nonsectarian Declaration

The Services performed under the Contract are secular in nature. No funds received pursuant to the Contract shall be used for sectarian purposes or to further the advancement of any religion. The Services will be available to all eligible individuals regardless of religious belief or affiliation.

18. Governing Law

The Contract shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

19. No Waiver

It shall not be construed that any failure or forbearance of the County to enforce any provision of the Contract in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

20. Conflicts of Interest

The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Contract and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

21. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of, or in connection with, the Contract.

22. Confidentiality

Any document of the County, or any document created by the Contractor and used in rendering the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and

regulations.

23. Assignment and Subcontracting

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the moneys that may be due or become due hereunder, (collectively referred to in this paragraph 23 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

b. Such Assignment shall be subject to all of the provisions of the Contract and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the Contract.

24. Changes to Contractor

a. The Contractor may, from time to time, with the County's consent, enter into a Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:

i.) if the Contractor is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and

ii.) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter),

1. the dissolution, merger, consolidation or other reorganization of the Contractor,

2. the sale or other transfer of twenty percent (20%) or more of the shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise).

b. If the Contractor is a not-for-profit corporation, a change of twenty percent (20%) or more of its shares or members shall be deemed a Permitted Transfer.

c. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:

i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;

ii.) a summary of the material terms of the proposed Permitted Transfer,

iii.) the name and address of the proposed transferee,

iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;

v.) all executed forms required pursuant to Exhibit 2 of the Contract, that are required to be submitted by the Contractor; and

vi.) such other information as the County may reasonably require.

d. The County agrees that any request for its consent to a Permitted Transfer shall be granted provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 189 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 33 of this Exhibit 1 of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such 20-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

e. Notwithstanding the County's consent,

i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified, and

ii.) such consent shall not be deemed consent to any further transfers.

25. No Intended Third Party Beneficiaries

The Contract is entered into solely for the benefit of the County and the Contractor. No third party shall be deemed a beneficiary of the Contract and no third party shall have

the right to make any claim or assert any right under the Contract.

26. Certification as to Relationships

The Contractor certifies under penalties of perjury that, other than through the funds provided in the Contract and other valid agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies that there is no relationship within the third degree of consanguinity, between the Contractor, any of its partners, members, directors, or shareholders owning five percent (5%) or more of the Contractor, and the County. The foregoing certification shall not apply to a contractor that is a municipal corporation or a government entity.

27. Publications

Any book, article, report, or other publication related to the Services provided pursuant to this Contract shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by the County of Suffolk."

28. Copyrights and Patents

a. Copyrights

Any and all materials generated by or on behalf of the Contractor while performing the Services (including, without limitation, designs, images, video, reports, analyses, manuals, films, tests, tutorials, and any other work product of any kind) and all intellectual property rights relating thereto ("Work Product") are and shall be the sole property of the County. The Contractor hereby assigns to the County its entire right, title and interest, if any, to all Work Product, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all Work Product. The Contractor may not secure copyright protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce, reproduce, publish, translate, display or otherwise use the Work Product. This paragraph shall survive any completion, expiration or termination of this Contract.

The County shall be deemed to be the author of all the Work Product. The Contractor acknowledges that all Work Product shall constitute "work made for hire" under the U.S. copyright laws. To the extent that any Work Product does not constitute a "work made for hire," the Contractor hereby assigns to the County all right, title and interest, including the right, title and interest to reproduce, edit, adapt, modify or otherwise use the Work Product, that the Contractor may have or may hereafter acquire in the Work Product, including all intellectual property rights therein, in any manner or medium throughout the world in perpetuity without compensation.

This includes, but is not limited to, the right to reproduce and distribute the Work Product in electronic or optical media, or in CD-ROM, on-line or similar format.

b. Patents

If the Contractor develops, invents, designs or creates any idea, concept, code, processes or other work or materials during the Term, or as a result of any Services performed under the Contract ("patent eligible subject matter"), it shall be the sole property of the County. The Contractor hereby assigns to the County its entire right, title and interest, if any, to all patent eligible subject matter, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all patent eligible subject matter. The Contractor may not apply for or secure for itself patent protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce or otherwise use any item so discovered and/or the right to secure a patent for the discovery or invention. This paragraph shall survive any completion, expiration or termination of this Contract.

29. Arrears to County

The Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon any debt, contract, or any other lawful obligation, and is not in default to the County as surety.

30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Article II of Chapter 353, as more fully set forth in Exhibit 2 entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

31. Record Retention

The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential. Without limiting the generality of the foregoing, records directly related to contract expenditures shall be kept for a period of ten (10) years because the statute of limitations for the New York False Claims Act (New York False Claims Act § 192) is ten (10) years.

32. Certification Regarding Lobbying

Together with this Contract and as a condition precedent to its execution by the County, the Contractor shall have executed and delivered to the County the Certification Regarding Lobbying (if payment under this Contract may exceed \$100,000) as required by Federal regulations, and shall promptly advise the County of any material change in any of the information reported on such Certification, and shall otherwise comply with, and shall assist the County in complying with, said regulations as now in effect or as amended during the term of this Contract.

33. Notice

Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Contractor relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

End of Text for Exhibit 1

**Exhibit 2
Suffolk County Legislative Requirements**

NOTE: THE CONTRACTOR’S COMPLETED LEGISLATIVE REQUIREMENTS FORMS REFERENCED HEREIN ARE AVAILABLE ON FILE AT THE DEPARTMENT NAMED ON THE SIGNATURE PAGE OF THIS CONTRACT.

1. Contractor’s/Vendor’s Public Disclosure Statement

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-8 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-8 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-8 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract’s duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form:
Suffolk County Form SCEX 22; entitled “Contractor’s/Vendor’s Public Disclosure Statement”

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:
Suffolk County Living Wage Form DOL-LW-1/38 (Revised 8/2017) entitled “Suffolk County Department of Labor, LICENSING & CONSUMER AFFAIRS –Notice of

Application for County Compensation-LIVING WAGE CERTIFICATION/DECLARATION-SUBJECT TO AUDIT.”

3. Use of County Resources to Interfere with Collective Bargaining Activities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article I of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:
Suffolk County Labor Law Form DOL-LO1; entitled “Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration - Subject to Audit.”

4. Lawful Hiring of Employees Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 353 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract,

subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the Contract, and whenever a new contractor or subcontractor is hired under the terms of the Contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in

sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

“SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING, & CONSUMER AFFAIRS – NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW (8 U.S.C. SECTION 1324A) WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES, Suffolk County Code, Chapter 353 (2006)” DOL-LHE 1 / 2 (REVISED 8/2017).

5. Gratuities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Contractor shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled “Child Sexual Abuse Reporting Policy,” as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. Youth Sports

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. Work Experience Participation

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. Safeguarding Personal Information of Minors

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 20-2013, a Local Law to Safeguard the Personal Information of Minors in Suffolk County.

All contract agencies that provide services to minors are required to protect the privacy of the minors and are strictly prohibited from selling or otherwise providing to any third party, in any manner whatsoever, the personal or identifying information of any minor participating in their programs.

13. Contract Agency Performance Measures and Reporting Requirements

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 41-2013, a Charter Law to Implement Performance Measurement to Increase Accountability and Enhance Service Delivery by Contract Agencies (Article VIII of Chapter 189 of the Suffolk County Code).

All contract agencies having a contract in excess of \$50,000 shall cooperate with the contract's administering department to identify the key performance measures related to the objectives of the service the contract agency provides and shall develop an annual performance reporting plan. The contract agency shall cooperate with the administering department and the County Executive's Performance Management Team to establish working groups to identify appropriate performance indicators for monthly evaluation of the contract agency's performance measures.

14. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

15. Suffolk County Code of Ethics

As required by Suffolk County Standard Operating Procedure A-06, the following is a link to the Suffolk County Ethics Booklet, which contains the provisions of the Suffolk County Code of Ethics:

<http://www.suffolkcountyny.gov/Portals/0/Boardofethics/Code%20of%20Ethics%20Booklet%20-%20New%20Revised%20May%202017.pdf>

End of Text for Exhibit 2

**Suffolk County Required Compliance Forms
In Accordance with County Laws**

These mandatory forms are available on Suffolk County Purchasing Website by registering on the website for the RFP.

To register, access the website: www.suffolkcountyny.gov : Select Business tab; click on Bids & Proposals; follow links to Purchasing site to register and download document. By registering, you will automatically receive all future addenda.

LL52-2012 – Disqualification of Non-responsible Bidders

Suffolk County Form 22 – Contractor’s/Vendor’s Public Disclosure Statement

FTS Form – Non-Collusive Offer Certification

LHE-1/2 Form – Lawful Hiring

LW 1/38 Form – Suffolk County Living Wage

**DOL-L01- Suffolk County Union Organizing Certification/Declaration
(Note: this Form will be required only from the Apparent Successful Proposer)**

Lobbying Certification Form