

**Request for Proposals (RFP) 2018-2
The Suffolk County Soil and Water Conservation District is
Seeking Proposals for a Technical Service Provider to Write
Nutrient Management Plans and Comprehensive Nutrient Management
Plans for Suffolk County Farmers**

Timeline

Advertised/Issue Date: **April 9th, 2018**

Technical Questions Due: **May 1st, 2018 4:00 P.M.**

Must be submitted in writing (email) to the Suffolk County Soil and Water Conservation District

Proposal Due Date: **May 9th, 2018 4:00 P.M.**

Purchasing Agent:

Name: Corey Humphrey, District Manager
Suffolk County Soil and Water Conservation District
423 Griffing Avenue, Riverhead, NY 11901
Email: Corey.Humphrey@suffolkcountyny.gov
Tel: (631) 852-3285

Response Package Requirements

- Submissions to be sent to Suffolk County Purchasing Office
- Number of Copies: Original plus 2 copies
 - 1 CD/DVD or 1 USB Flash Drive to include a PDF Proposal PLUS Fee/Revenue Schedule
 - CD/DVD or Flash Drive to be placed in SEALED ENVELOPE containing PDF copies of the Cost Proposal
- The Purchasing RFP No. (located on upper right hand corner of this page) must be on:
 - All outer mailing envelopes/package
 - Original Response and all copies on the binder/cover page
- Original must be labeled "ORIGINAL"
- Original must contain the actual ink signed and notarized required County forms
- All copies must be complete copies of the Original
- Cost Proposals/Fee Schedules, original and required number of copies are to be in a separate, single, sealed packet to be included with the Original Proposal ONLY
- Proposals should be submitted in a tabbed and labeled binder, not permanently bound
- Transmittal letter and all required forms should be placed in First Tab of Binder
- Do NOT return RFP document. This is for you to keep for reference.

Late Proposals Will Be REJECTED

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Click on Bids and Proposals and follow the instructions to register and download the documents

Attachment I
Map of the Suffolk County



Section I

Administrative Information

1. Purpose of RFP

The County of Suffolk ("County"), and the Suffolk County Soil and Water Conservation District ("District") set forth on page one, invites proposals ("Proposal(s)") from professionally qualified technical service providers (TSP) to develop Nutrient Management Plans ("NMP") and Comprehensive Nutrient management Plans ("CNMP") for agricultural producers throughout Suffolk County, New York. Proposers will also be expected to help train new and existing District staff in the preparation and writing of these plans. NMPs will help farmers protect surface and ground waters and preserve and restore soil quality in order to prevent harmful algal blooms, improve wetland habitats, restore finfish and shellfish populations, improve agricultural efficiencies and protect Long Island's sole source drinking water aquifer.

Nutrient planning will enhance and encourage adoption of United States Department of Agriculture-Natural Resources Conservation Service ("NRCS") approved practices on Suffolk County farms. Recommendations made through nutrient management planning should lead to the implementation of practices addressing nutrients in surface and ground waters, of practices protecting and rebuilding soil health, and of practices restoring wildlife habitat. Funding for these services shall be made available through federal funding made available through the New York State Environmental Protection Fund (EPF) grant.

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 District is responsible for coordinating the issuance of this RFP:

Suffolk County Soil and Water Conservation District
423 Griffing Avenue, Riverhead, NY 11901
Email: Corey.Humphrey@suffolkcountyny.gov
Tel: (631) 852-3285

b. After Award of Contract

- i. The District is responsible for coordinating with the Suffolk County Attorney's Office and the Contractor regarding the negotiation and execution of the contract.
- ii. The District 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 District'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 District, will become the basis for the contract.

c. After Execution of Contract

The District 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 Suffolk County Soil and Water Conservation District resolution 245-1964 established the Soil and Water Conservation District in accordance with the provisions of the Soil and Water Conservation District Law of New York, Chapter 727, Laws of 1940. The law directs Districts to conserve soil and water resources, control sediment and erosion, reduce floodwater, preserve natural resources, assist in the drainage and irrigation of agricultural lands, preserve wildlife and protect public lands. In 1975 the State passed an amendment to the Law, which requires the District to develop a conservation plan for all farms over twenty-five acres. Another amendment in 1989 was added directing Districts to improve water quality and to control and abate nonpoint source pollution.

A Board of Directors, whose members are appointed by the County Legislature, governs the District. The type of member and the length of term are dictated in the Soil and Water Conservation District Law. District Directors decide activities of the District and are responsible for its operational management.

The diverse scope of expertise and knowledge of the District has rendered the department an asset to the County's goal to protect and preserve natural resources. The District's dedication has been established by increased assistance provided to the agricultural community, private landowners and municipalities and by the many partnerships we established with various local, county, state and federal governmental agencies.

4. Evaluation Committee and Award of Contract

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

The RFP Evaluation Committee shall include the following:

- a. The Suffolk County Soil and Water Conservation District Head, or his or her designee.
- b. The Suffolk County Soil and Water Conservation District Board of Directors, or their designee.

5. Questions and Comments

a. Administrative Questions

Administrative questions (e.g., procedural questions on how to respond to this RFP) may be submitted by in writing (fax/email acceptable) to the 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 (email is acceptable) on or before the date set forth on page one of this RFP to the attention of the staff member listed on page one of this RFP. Responses to such technical questions will be developed and issued 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 Department of Law. Failure to comply may result in immediate disqualification.

6. Due Date for Proposals

Proposals must be submitted to the attention of the Purchasing Agent listed on page one, by 4:00 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.

7. 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 Purchasing Agent listed on page one.

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.

8. RFP Policies and Procedures

- a.** It is the District's intent to select the Proposer that provides the best solution for the District's needs. In order for the District 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 District's evaluation process.
- b.** The contract will be subject to final contract negotiations; however will include certain standard terms set forth in Section VI.
- c.** This RFP is not intended, and shall not be construed, to commit the District or Suffolk 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 meet the conditions referenced in Section IV, and that complies 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 District 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 District, 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 District may enter into negotiations with one proposer or multiple proposers. The primary purpose of negotiations is to maximize the District's ability to obtain the best offer based on the mandatory requirements, evaluation criteria, and cost proposals. Multiple rounds of negotiations may be conducted with one proposer or multiple proposers. Negotiations will be structured by the District to safeguard information and ensure that all proposers are treated fairly.
- h. The District 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 better than the rates offered in the proposer's original proposal will be rejected as non-responsive and the District 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 District may conduct more than one round of negotiations and/or BAFO submissions in order to attain the best value for the District.
- j. The District will not necessarily choose the Proposer(s) with the highest licensing payment or lease rate proposed. Based on the evaluation criteria, a competitive range consisting of those Proposals which are acceptable to the District, 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 District.

9. RFP Posted On County Website

This RFP is available on-line at: www.suffolkSWCD.org: click on Bids and Proposals link and download the documents. By registering you will automatically be notified of all future addendums. If you should need assistance, please contact the Purchasing Agent for help.

10. Reservation of Rights

The District 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 District'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 District'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 District's 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;
- 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 District;
- l. Conduct contract negotiations with the next responsible Proposer should the District 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.

11. Proposal Format

The following materials are required to be received by the District, 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 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. Lawful Hiring Forms (LHE-1 and LHE-2 Forms) (2 pages)

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.

iv. Living Wage Forms (LW-1 and LW-38 Forms) (2 pages)

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

If you answer yes to LW-38, then you MUST answer questions 12 and 13 on LW 1 form.

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

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

Proposers' responses will be used in the District's evaluation of the Proposers' general qualifications.

d. Proposer's Proposed Response to items set forth in the RFP Section entitled "Requirements"

This Section will be used in the District'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 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 "Requirements."

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

f. Conflict of Interest

Proposers must disclose to the District 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 the District or 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 the District or 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 the District or 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 District'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.

12. Award Criteria

- | | |
|--|-------------------|
| a. Proposer's Experience & Qualifications: | 30 points |
| Proposer's history, expertise, local experience, reliability, and references. See RFP Section II, entitled "Proposer's Profile" for specific requirements. | |
| b. Operations Plan: | 40 points |
| Strategies, services offered, and timelines proposed by Proposer. See RFP Section IV, entitled "Proposal Requirements" for specific requirements. | |
| c. Cost Proposal/Fee Schedule | 30 points |
| See Section V entitled "Cost Proposal/Fee Schedule Proposal" for specific requirements. | |
| Total | 100 points |

13. 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 Suffolk County Attorney's Office.
- d. Portions of the Proposal, as may be subsequently modified in negotiations with the District, may be included as exhibits in any contracts that the District may execute with the Proposer.
- e. The District 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.

**14. 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 District and, as such, the District requires the potential Contractor to protect the District's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes, including but not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, nonintimidation agreements, and reasonable access agreements.

15. 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."

16. Effective Period of Proposals

All proposals must state the period for which the proposal shall remain in effect (i.e., how much time the District 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.

17. NYS Freedom of Information Law (FOIL)

All submissions for the District'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 District 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, title, email address and telephone number.

2. Qualifications and Experience of Personnel

- a. Provide resumes of the account manager and other key staff who will be associated with this agreement.
- b. For each staff member 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 work relating to the nature of the operations requested in this RFP;
 - iv. Other relevant work experience or qualifications, including any experience specific to Suffolk County farms and local soil, hydrology, and climate;
 - v. The role each identified person would play.
- c. Describe other accounts involving similar work. 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 Soil and Water Conservation District 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 District, within five (5) business days of a request, all such information and data for this purpose as may be requested. The District reserves the right to reject any Proposal if the information submitted by, or investigation of such Proposer fails to satisfy the District 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.

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 District; 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
- 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 and the District within the last five (5) years (regardless of type of work), the time period for those services and your primary contact.

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

a. Relationships with Third Parties

Any Proposer to the District is charged with the continuing duty to disclose to the District 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 and the District 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 District, the County of Suffolk or its employees.

b. Relationships with County Departments/Agencies/Employees

Any Proposer to the District is charged with the continuing duty to disclose to the District 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 District, the County of Suffolk 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 District must pre-approve the use of any subcontractors.

End of Text for Section II

Section III Background Information

1) Overview of Suffolk County Agriculture

Suffolk County's prime agricultural soils, maritime climate, sole-source aquifer and diverse markets support the wide regional diversity of agricultural production from vineyards, orchards, nursery stock, greenhouse, small-scale livestock production to traditional heritage row cropping commodities like potatoes and corn. In fact, Suffolk County is regularly recognized as a top agriculture producing County by wholesale value in the State. However agricultural crops are nutrient intensive and Suffolk County's sandy loams have innately low ability to buffer against leaching of excessive nutrients (New York Nitrate Leaching Index, Czymmek et al; Suffolk County Soil Survey). Nitrogen's leaching risk is exponentially increased with the application of standard agronomic practices which degrade the physical, chemical and biological components of soil and its functional abilities to support production while buffering against nutrient losses into ground and surface waters. In addition, many county agricultural operations have a high level of hydrologic conductivity due to well drained sandy loams and historic and current land where agricultural activities occur immediately adjacent to coastal and inland shorelines and water bodies and storm water recharge basins.

Protecting and improving Suffolk County's ground and surface waters is the primary regional focus and goal, as the implications of urbanization, development, population density, agriculture on one of the highest populated and urbanized areas of the United States are recognized in the impairment of ground and surface water quality. The development of Nutrient Management Plans (NMPs) and Comprehensive Nutrient Management Plans (CNMPs) is encouraged by numerous federal, state, and local objectives in addressing water quality concerns as the same edaphic factors and maritime proximity which support Suffolk County's thriving industry are a liability to ground and surface water quality when under agricultural production. It is also identified as priority strategy to protect soils and waters within the Suffolk County Agricultural Stewardship Plan accepted by the Suffolk County legislature in March 2016.

Given the economic important of agriculture on Long Island, and the resource constraints, it is important to note that Suffolk County farmers do not grow a single crop, or raise a single type of animal. The typical Long Island farmer grows multiple crops and/or raises several kinds of animals. These factors should be considered in developing project, cost, and training proposals

2) Overview of the Project

The District has been awarded funding to help assist farmers within Suffolk County perform nutrient management planning and comprehensive nutrient management plans. Finished NMPs and CNMPs plans will help these farmers access the additional federal funding needed to finance and implement the best management practices recommended in these certified plans.

As the District currently lacks the qualified technical service providers needed to certify these plans, the District is seeking a qualified professional(s) to work with new and existing District employees to write these plans and train staff on the writing of future iterations. The number of plans to be written by the technical service provider shall be subject to the amount of available federal and/or state funds secured the proposed costs of such services offered.

End of Text for Section III

Section IV Proposal Requirements

1) Minimum Requirements for Proposal

At a minimum, Proposers shall describe in detail and demonstrate its ability to accomplish the following:

(1) Write NMPs and CNMPs on farms across commodity groups including, but not limited to vegetable, fruit and orchard, grapes and vineyards, nursery, greenhouse and ornamental, poultry, livestock and equine within the geographical limits of Suffolk County. Proposer may also choose to identify strategies needed to accommodate multi-crop farm parcels;

(2) Train District employees to develop nutrient management plans and to deliver stewardship implementation projects through education, training, and associated skills development. Coordinate with District and Cornell Cooperative Extension of Suffolk County staff to obtain data leading to completion of plans including soil and tissue sampling. All sampling costs (materials, shipping, lab fees etc.) will be at the proposer's expense.

(3) Identify broad strategies to help farmers protect surface and ground waters and preserve and restore soil quality in order to prevent harmful algal blooms, improve wetland habitats, restore finfish and shellfish populations, improve agricultural efficiencies and protect Long Island's sole source drinking water aquifer. These strategies should include the listing of specific best management practices to be recommended through individual NMPs and CNMPs will reduce nutrients in surface and ground waters, rebuild soil health, and restore wildlife habitat.

(4) Identify how the proposer will work with the the District and other partners to assist individual farmers in the implementation of best management practices as recommended on individual farms within Suffolk County.

(5) Confirm proposer's ability to develop and certify Ten (10) Nutrient Management Plans/CNMPs in accordance with NRCS standards on the timeline below.

Deliverable	Description	Timeline	Reporting
Program overview meeting	Contracted vendor will meet with program staff and administration. Review planning process, contractual deliverables, timeline of implementation, reporting schedule, reimbursement for 10 nutrient management plans	Within 15 days of vendor contract execution	Quarterly reporting summarizing the activities and deliverables outlined in the vendor contract. Percentage of completion must be included in each report. (i.e. 75% of <i>Uncle John's Farm</i> nutrient management plan completed. Remaining 25% anticipated to be completed by June 1 st , 2018). In addition all reporting summaries must detail any hindrances that impede the progress of the program (i.e. farmer not available for consultation, program staff unavailable...)
Planning Project Guidance/timeline Document established by vendor. Detail planning goals and (commodity, size, impact)	Selected vendor will collaborate with program staff and administration to prioritize participating producers. Vendor will create a Project Guidance and Timeline Document to guide the program's deliverables and summarize progress. This document will be the basis for the program timeline of contract deliverables for the certification of 10 nutrient management plans	Within 45 days of vendor contract execution	Quarterly reporting summarizing the activities and deliverables outlined in the vendor contract as they relate to the Project Guidance and Timeline Document.). In addition all reporting must detail any hindrances that impede the progress of the program (i.e. farmer not available for consultation, program staff unavailable...)
Initial farm visit with land owner to review process and begin Tier I – III (w/ District staff)	Selected vendor will coordinate with program staff and administration for initial visit with producers according to the Project Guidance and Timeline Document. In addition, vendor will coordinate for all farm visits and communications with participating producers for the certification of 10 nutrient management plans.	Within 90 days of vendor contract execution	Quarterly reporting summarizing the activities and deliverables outlined in the vendor contract. Percentage of completion must be included in each report. (i.e. 75% of <i>Uncle John's Farm</i> nutrient management plan completed. Remaining 25% anticipated to be completed by June 1 st , 2018). In addition all reporting summaries must detail any hindrances that impede the progress of the program (i.e. farmer not available for consultation, program staff unavailable...)
Drafted conservation plans circulated to program staff	10 nutrient management plans must be drafted by vendor and circulated to program staff for comments prior to finalizing the plan with property owner. Program staff will require 10 business days to review and make comment on drafted management plans. Failure to comply could result in contract termination and/or reimbursement of funds to the District at the contracting agency's discretion.	First drafted plan due within 180 days of vendor contract execution	Quarterly reporting summarizing the activities and deliverables outlined in the vendor contract. Percentage of completion must be included in each report. (i.e. 75% of <i>Uncle John's Farm</i> nutrient management plan completed. Remaining 25% anticipated to be completed by June 1 st , 2018). In addition all reporting summaries must detail any hindrances that impede the progress of the program (i.e. farmer not available for consultation, program staff unavailable...)

Conservation plans finalized and Certified (with comments from program staff).	Selected vendor will utilize the comments from program staff to finalize the certification of each (10 nutrient management plans total). Final plans include all necessary documentation (photos, correspondence log, BMP recommendations...) to certify the nutrient management plan	Within 30 days of drafted plan's circulation to program staff	Quarterly reporting summarizing the activities and deliverables outlined in the vendor contract. Percentage of completion must be included in each report. (i.e. 75% of <i>Uncle John's Farm</i> nutrient management plan completed. Remaining 25% anticipated to be completed by June 1 st , 2018). In addition all reporting summaries must detail any hindrances that impede the progress of the program (i.e. farmer not available for consultation, program staff unavailable...)
Final Planning Consultation/delivery with producers.	Once a final plan has been certified, the selected vendor will coordinate with program staff to review the plan with producers in person. This is required for all 10 certified nutrient management plans	Within 60 days of plan's certification	Quarterly reporting summarizing the activities and deliverables outlined in the vendor contract. Percentage of completion must be included in each report. (i.e. 75% of <i>Uncle John's Farm</i> nutrient management plan completed. Remaining 25% anticipated to be completed by June 1 st , 2018). In addition all reporting summaries must detail any hindrances that impede the progress of the program (i.e. farmer not available for consultation, program staff unavailable...)
Staff training	Assist in the development of program staff. Vendor will assist staff reach NRCS and/or AEM planner certification status. Approx. 20 Hours per year.	Continuous throughout life of vendor contract	Quarterly reporting summarizing the activities and deliverables outlined in the vendor contract. Reporting on all training efforts by vendor to develop District staff through one on one training, on-call inquiries and assistance.

Quarterly reporting is due no later than 30 days after each quarter's end date. This reporting schedule will continue until the termination or expiration of the vendor's contract. See schedule below:

FY 2018

Quarter	Dates	Report Due (30 days after quarter closing)
Quarter 1, 2018	1/1/2018 – 3/31/2018	4/30/2018
Quarter 2 2018	4/1/2018 – 6/30/2018	7/30/2018
Quarter 3, 2018	7/1/2018 – 9/30/2018	10/30/2018
Quarter 4, 2018	10/1/2018 – 12/31/2018	1/30/2019

FY 2019

Quarter	Dates	Report Due (30 days after quarter closing)
Quarter 1, 2018	1/1/2018 – 3/31/2018	4/30/2018
Quarter 2 2018	4/1/2018 – 6/30/2018	7/30/2018
Quarter 3, 2018	7/1/2018 – 9/30/2018	10/30/2018
Quarter 4, 2018	10/1/2018 – 12/31/2018	1/30/2019

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 District will not necessarily choose the Proposer who offers the lowest rate of services.

3. Additional Information

The Proposer should provide any additional information it deems necessary to explain or clarify its Cost Proposal/Fee Schedule. Proposers are requested to submit any additional information, charts, data and descriptions as the Proposer deems necessary for evaluation.

4. Alternative Proposals

Proposers must supply Cost Proposal/Fee Schedules in the format set forth below. The Proposer may submit additional and alternative Proposals and alternative Cost Proposal/Fee Schedules, if there is more than one viable approach to meeting the requirements of this RFP.

5. Format for Cost Proposal/Fee Schedule

Please use table below as a template for submission of cost proposal/fee schedule. Entire table must be completed proposal. Additional rows may be added if needed. Applicants may provide an alternate cost/fee table if appropriate. Incomplete or insufficient proposals will be deemed ineligible for consideration.

Commodity	Price/Acre	Base Fee	Type of Plan	Other (explain)	Total approximate cost for 60 Acre farm
Equine					
Fruits/Nuts/Berries					
Hay/Grains					
Livestock/Poultry & Eggs					
Nursery					
Vegetable/Mellon/Potatoes					
Vineyard					

Commodity	Price/sq ft	Base Fee	Type of Plan	Other (explain)	Total approximate cost for 25,000 sq ft Greenhouse
Greenhouse					

Additional Notes:

- Proposals must clearly demonstrate that Nutrient Management Plans will be certified in accordance with the USDA NRCS Nutrient Management Best Management Practice (BMP code #590). The Nutrient Management Plans shall also adhere to the NRCS Nutrient Management (590) Statement of Work. USDA NRCS Nutrient Management Best Management Practice (590) can be found here: <https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/technical/cp/ncps/>
- Proposals must clearly demonstrate that Comprehensive Nutrient Management Plans will be certified in accordance with the USDA NRCS Comprehensive Nutrient Management Best Management Practice Guidelines. The CNMPs developed shall meet the requirements specified in the NRCS Quality Assurance Review Checklist to assure completion. USDA NRCS Comprehensive Nutrient Management Best Management Practice Guidelines and NRCS Quality Assurance Review Checklist can be found here: <https://www.nrcs.usda.gov/wps/portal/nrcs/main/national/technical/cp/ncps/>
- Nutrient Management Plans are applicable where a farm either does not raise animals or does not reach the minimum threshold for the development of a Comprehensive Nutrient Management Plan.
- All planning must be consistent with appropriate USDA NRCS / NYSDAM AEM. Worksheets can be found on the New York State Soil and Water Conservation Committee website.
- Proposer agrees to provide information upon request by the County to enable a determination to be made as to the effectiveness of the work performed.
- Proposer is responsible for the completion of all tasks necessary to create the NMP/CNMPs

End of Text for Section V

Section VI
Model Contract - Contract Subject to Negotiation

****While the terms of the contract will be dependent on the terms of the award and negotiation, subject to the approval by the Department of Law, the following is a compilation of certain terms that Proposers can expect will be included in any agreement:****

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 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.

“**District**” 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 ^{8.} 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.

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.

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 (amounts and other types of insurance to be determined)

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, and business use automobile 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

1.
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.

Suffolk County Legislative Requirements

NOTE: THE CONTRACTOR'S COMPLETED LEGISLATIVE REQUIRED FORMS REFERENCED HEREIN ARE AVAILABLE ON FILE AT THE COUNTY ATTORNEY'S OFFICE AND 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 LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)."

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit 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 Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor – Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. Section 1324a) With Respect To Lawful Hiring of Employees."

Suffolk County Lawful Hiring of Employees Law Form LHE-2; entitled "Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees"

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 Local 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.

End of Text for Exhibit 2

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

These mandatory forms are available on Suffolk County Soil and Water Conservation District Website.

To register, access the website: www.suffolkSWCD.org : Click on Bids & Proposals; follow links 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 and LHE-2 Forms – Lawful Hiring

LW-1 and LW-38 Forms – Suffolk County Living Wage

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