



# PURCHASING DEPARTMENT

## COUNTY OF STEUBEN

3 EAST PULTENEY SQUARE  
BATH, NEW YORK 14810-1510  
(607) 664-2484

### REQUEST FOR PROFESSIONAL SERVICES

Notice is hereby given that the Human Services, Health and Education (HSH&E) Committee of the Steuben County Legislature and the Commissioner of Social Services will receive proposals per specifications from interested and qualified individuals for Non-Secure Detention Facility Services; #GC-26-010-P.

Requests for proposal forms, scope of services and general provisions are available at the Steuben County Purchasing Department, 3 E. Pulteney Square, Bath, N.Y. 14810. These documents are also available on the Steuben County website, [www.steubencountyny.gov](http://www.steubencountyny.gov).

Interested parties assume all responsibility to acquire proposal information and forms.

To be considered, proposals must be submitted on Steuben County forms and delivered in a sealed opaque envelope. Proposals will be received at the Purchasing Department until 1:30 P.M. local time on Thursday, April 30, 2026; at which time proposals will be opened and acknowledged as received.

Steuben County retains the right to reject any or all proposals and to withdraw this solicitation at any time.

Dated: March 17, 2026

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Andrew G. Morse  
Director of Purchasing

Non-Secure Detention Facility Services; #GC-26-010-P

1. **Objective:**

The intent of this request for proposals is to obtain a provider with the professional/technical expertise necessary to manage the residential non-secure detention facility located in Steuben County.

2. **Project Manager:**

Project manager is Kathryn Muller, DSS Commissioner, 3 E. Pulteney Sq., Bath, N.Y. 14810. Telephone number: 607-664-2000.

3. **Qualifications:**

The HSH&E Committee and the Commissioner will be free to make any inquiries deemed necessary to ascertain the qualification(s) of the contractor and/or the accuracy of statements made by the contractor as to its qualification(s).

4. **Contact Information and Requirements:**

Along with its response, the submitter of the RFP shall include the following information: name, address, telephone number and FAX number.

5. **Selection of a Contractor:**

Selection shall only be made from proposals submitted by qualified, responsive and responsible construction management firm(s), (hereinafter referred to as "contractors"), who sufficiently meet the terms, conditions and specifications stated herein.

However, under all circumstances and all statements to the contrary notwithstanding, Steuben County reserves as its right, the right to determine the contractor in accordance with the best interest of Steuben County.

Determination is not made at the opening. All submitted proposals are subject to final review and acceptance by the appropriate personnel or committee(s) of the Steuben County Legislature before a determination is made.

Receipt of proposals by the County shall not be construed as authority to bind the County.

6. **References:**

Any response to this request for proposal shall contain as a minimum at least three (3) references with contact names and phone numbers where the contractor has completed projects similar in nature.

7. **Submission of Proposals:**

Those submitting proposals do so entirely at their expense. There is no express or implied obligation by Steuben County to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.

8. **Contract Award:**

Award of contract will be made following a review of the proposal by County staff as deemed appropriate, and approval will be made by a designated committee.

9. **Method of Award:**

The award may be made to the most responsible contractor whose proposal is determined to be in the best interest of Steuben County and who is deemed the best fit to serve the County's requirements based upon criteria stated under the scope of this RFP, the evaluation of references, corporate qualifications and, if deemed necessary, an interview with the contractor and the designated committee.

All proposals will be evaluated to determine if they meet the required format and are in compliance with all requirements of the request for proposals.

Incomplete or non-responsive proposals may be rejected at the discretion of Steuben County.

10. **Principal Award Criteria:**

- a) Individual's and/or firm's experience in conducting the specified residential non-secure detention facility services.
- b) Presentation of a clear understanding of the work to be performed.
- c) Overall quality, completeness and responsiveness of the proposal.
- d) Relevant qualifications and experience of individual and/or firm.
- e) Compliance with all components of the RFP.
- f) Proof of adequate resources to perform requested services.
- g) Documentation showing a history of supplying similar services in the public sector, completing projects of similar scope and complexity.
- h) Only vendors that meet or exceed the above minimum selection criteria set forth by STEUBEN COUNTY will be seriously considered.

11. **Contract Term:**

The contract to provide Non-Secure Detention Facility Services, if an award is made, will be effective on the date the contract is signed by all required parties.

Steuben County contemplates that the contract term will be from March 1, 2027 through February 29, 2028.

Steuben County shall have the option to renew the contract for 4 (four) additional terms of twelve (12) months each, upon mutual consent.

12. **Assignability:**

The contractor shall not assign, transfer, convey, sub-contract, sublet or other-wise dispose of all or portions of the contract; and/or work to be performed as a result of the contract; or its right, title or interest therein, or its power to execute such contract, or its responsibility therein to any other person, company or corporation, without the prior written consent of the Steuben County Manager.

13. **Insurance:**

a) This document includes an information sheet entitled: STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS. These requirements establish the minimum insurance(s) which the awarded contractor(s) shall have in effect prior to entering into a contract to do business with Steuben County. Said insurance(s) are required to remain in effect throughout the term of the contract(s).

Include an Insurance Certificate in this section to verify that your firm will be able to provide the following limits of liability for insurance during the project:

(1). Workers' Compensation

- (a) Statutory coverage
- (b) Employer's Liability: \$1,000,000

(2). Comprehensive General Liability (including Premises-Operation, Contractor's Protection, Projects and Completed Operations, Broad Form Property Damage):

- (a) Bodily Injury:  
\$2,000,000 - Each Occurrence
- (b) \$2,000,000 - Annual Aggregate, Products and Completed Operations

(c) Property Damage:  
\$2,000,000 - Each Occurrence  
\$2,000,000 - Annual Aggregate

(d) Personal Injury:  
\$2,000,000 - Annual Aggregate

(3). Comprehensive Automobile Liability:

(a) Bodily Injury:  
\$1,000,000 - Each Person  
\$2,000,000 - Each Accident

(b) Property Damage: \$3,000,000 - Each Occurrence

(4). Umbrella Policy with limit of liability of \$5,000,000

(5). Disability Insurance

(a) Statutory coverage

(6). Professional Liability: \$2,000,000 per claim/aggregate

(a) In the event that the contractor's insurance lapses during the term of the contract, the County reserves, as its right, the right to cancel the awardee's contract(s) and to purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to Steuben County being charged to the contractor. Credit shall not be issued to the contractor where open market cost(s) to the County are less than the cost(s) contracted with the contractor.

(b) Steuben County shall be named as an additional insured in the contractor's policy for all intents and purposes of contract(s) issued as a result of an award of this proposal. The proposal document number and proposal title shall be referenced in the description/additional comments section of the certificate of insurance form.

Additional insured and certificate holder *must only read*: Steuben County, 3 E. Pulteney Square, Bath, N.Y. 14810.

- (c) Each contractor shall submit an original of its Certificate of Insurance (which indicates the contractor's compliance with the above sections a) and b) to Steuben County Purchasing Department, 3 E. Pulteney Square, Bath, New York 14810.
- (d) The Certificate of Insurance must be approved by the County Risk Manager prior to the contractor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.
- (e) Self-employed persons must carry Workers' Compensation coverage as directed by the Steuben County Risk Manager. Contractor shall submit an original Certificate of NYS Worker's Compensation Insurance Coverage form WC 88 31 21 C, which indicates the contractor's compliance, to be approved by the County Risk Manager prior to the contractor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.
- (f) Workers' Compensation Insurance Exemption: Contractors claiming to be exempt from the requirement to carry/provide Workers' Compensation Insurance shall submit a fully executed CE-200 form; the form to be complete, notarized, and stamped as received by the New York State Workers' Compensation Board.

14. **Addendum/Addenda:**

- a) If an addendum has been issued prior to the County's receipt of proposals Steuben County shall attempt to notify potential contractors known to have received the proposal documents and whose contact information is on file with the County.

Steuben County does not ensure the potential contractor's receipt of addendum. It shall be the responsibility of each contractor, prior to submitting its proposal, to determine if an addendum has been issued. Contact the Director of Purchasing at 607-664-2484.

- b) Addenda shall be available for review and/or copy at the Steuben County Purchasing Department, Room #217, Steuben County Office Building, 3 E. Pulteney Square, Bath, N.Y. or on the County website [www.steubencony.org](http://www.steubencony.org).
- c) The contractor is required to sign, date and include the addendum with its submission.

15. **Submission of Proposals:**

- a) The contractor shall submit 3 (three) hard copies of its RFP including all required documents (e.g. signed clauses, statements, forms, bonds, insurance, manufacturer's specifications, etc.)

- 1) One (1) set shall be stamped (or otherwise indicated) as being the "ORIGINAL."
  - 2) Other sets shall be stamped (or otherwise indicated) as being the "DUPLICATE" or "COPY."
  - 3) Information presented in the "ORIGINAL" set of the RFP submission shall prevail.
- b) The RFP shall be submitted in a sealed opaque envelope marked on the outside with the contractor's name and address and the designation: "Sealed Proposal: Non-Secure Detention Facility Services, GC-26-010-P".
- c) The envelope shall be addressed to Andrew G. Morse, Director of Purchasing, Steuben County Office Building, 3 E. Pulteney Square, Bath, N.Y. 14810. Proposals shall be received at the Purchasing Department and will be acknowledged as received, at such time.
- d) Facsimile or other electronically transmitted proposals are not acceptable and shall be rejected.
- e) Security procedures are in effect at the Steuben County Office Building. Interested parties, especially contractors who intend to hand deliver proposals and/or conduct business with the Steuben County Purchasing Department, should allow sufficient time for any delay which may arise as a result of security procedures. To be considered "delivered on time," a submission must be received at the Purchasing Department by the appointed hour.
- f) All proposals will become property of the County once the advertised date and time of the proposal opening has arrived. The County will have the right to disclose all or any part of a proposal to public inspection based on its determination of what disclosure will serve the public interest. Prospective contractors are further advised that, except for trade secrets and certain personnel information (both of which the County has reserved the right to disclose), all parts of proposals must be disclosed to those members of the general public making inquiry under the New York State Freedom of Information Law (NYS Public Officers Law, Article 6).

Should a contractor wish to request exemption from public access to information contained in its proposal, the contractor must at the time of submission of its

offer, specifically, identify in their submission the information and explain in detail why public access to the information would be harmful to the contractor.

- g) You must submit a separate RFP response for each different solution you are proposing.

**16. Late Proposals:**

Contractor shall bear sole responsibility for the delivery of their proposal in a timely manner. Reliance upon the U.S. Postal Service or other carriers is at the contractor's risk. Late proposals shall not be considered and shall be returned unopened.

**17. Right of County to Seek Clarification, Accept or Reject Proposal(s), etc:**

- a) Steuben County reserves as its right, the right to require clarification for the purpose of assuring a full understanding of the contractor's responsiveness to the solicitation requirements.

- b) Steuben County reserves as its right; the right to accept or reject any and all proposals (or separable portions thereof), the right to waive irregularities and technicalities, and the right to request resubmission.

**18. Civil Rights:**

The County of Steuben, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Labor Law; Article 8 - Public Work, Section 220e hereby notifies all contractors that it will affirmatively ensure that any contract awarded as a result of this proposal solicitation will be awarded without discrimination on the grounds of race, color, sex or national origin.

**19. Prevention of Sexual Harassment:**

Contractor hereby represents that said contractor is in compliance with New York State Labor Law Section 201-g entitled "Prevention of Sexual Harassment".

Contractor offering to provide services pursuant to this contract, as a Consultant, joint venture consultant, subcontractor, attests that its performance of the services outlined in this contract has a written policy addressing sexual harassment prevention in the workplace and provides training, which meets the New York State Department of Labor's model policy and training standards, to all employees on an annual basis.

Furthermore, by submission of this Expression of Interest procurement document, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint submission each party thereto certifies its own organization, under penalty of perjury, that the submitter has and has implemented a written policy addressing sexual

harassment prevention training to all of its employees. Such policy shall at minimum meet the requirements of Section Two Hundred One – g of the New York State Labor Law (NYS Labor Law §201-g).

20. **NYS Labor Law; Prevailing Wage and Supplements:**

a. The attention of each and all contractors is directed to Articles 8 and 9 of the New York State Labor Law in general, but also specifically with regard to – Prevailing Wage and Supplements. Steuben County does, in good faith, identify those projects/services it believes to be – Prevailing Wage and Supplements projects/services. The failure of Steuben County to accurately assess the wage status of a particular project/service shall not relieve the awardee of its responsibility to perform in accordance with the above referenced articles. Interested parties are directed to contact the NYS Department of Labor, Binghamton District Office at (607) 721-8005 for a determination of project/service status.

b. All interested parties (including, but not limited to, contractors and sub-contractors) shall note, understand and comply with the following:

In the event the New York State Department of Labor amends the Prevailing Wage Rate Schedule applicable to contracts entered into as a result of an award of this proposal solicitation document, said interested party(ies) that are required to pay Prevailing Wages and Supplements shall be required to pay said Prevailing Wages and Supplements in accordance with the most current, applicable Prevailing Wage Rate Schedule in effect at the time the work is performed.

c. The General Provisions of Laws Covering Workers; NYS-DOL requires as follows: “Every contractor and subcontractor shall submit to the Department of Jurisdiction (i.e. Steuben County), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (i.e. Steuben County) shall receive and maintain such payrolls.” As provided for, by the above referenced provisions, Steuben County is authorized to withhold payment(s) to contractors who are not in compliance with all NYS Department of Labor Law(s); with specific attention to Articles 8 and 9. Therefore, Steuben County shall withhold payment(s) to contractors who have not submitted the initial “certified payroll” and the periodic certified payroll(s) as required herein.

21. **Information to be Included in the Proposal:**

a) Title page: show the RFP subject, name of contractor’s firm, local address, telephone number, name of contact person and the date.

- b) Letter of transmittal: limit to one or two pages with the following:
  - Briefly state the contractor's understanding of the work to be done.
  
  - Give the names of the persons who will be authorized to make representations for contractor, their titles, addresses and telephone numbers.
  
  - Give the firm's federal taxpayer's identification number.
  
- c) Contractor profile: State whether the firm is local, regional or national.  
  
Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors and other professional staff employed at that office.
  
- d) Summary of contractor's qualifications in addition to minimum qualifications: identify partners, managers and supervisors who will work on the project.

22. **Modification or Withdrawal of Proposals:**

- a) A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted at any time prior to the scheduled time for opening of proposals.
  
- b) No proposal may be modified, withdrawn or canceled for a period of one hundred twenty (120) days after the date of the proposal opening and all proposals shall be subject to acceptance by the County during this period.

23. **Responsibilities for Work:**

The contractor assumes full responsibility for the acts and omissions of all his employees and all sub-contractors, their agents and employees and all other persons performing work under the contract.

24. **Consideration of Proposal; Acceptance of Proposal (Award):**

- a) The award of contract will be made by written notice of award signed by a duly authorized representative of the County and no other act of the County shall constitute the acceptance of a proposal.
  
- b) The acceptance of the proposal shall bind the successful contractor to execute a contract.

25. **Execution of Contract/Certificate of Insurance:**

The contractor to whom the award is made shall assist and cooperate with the County as necessary in preparing the standard County agreement for execution.

26. **Commencement of Work:**

Notwithstanding any delay in the preparation and execution of the agreement, the successful contractor shall be prepared, upon receipt of the notice of award, to commence work within a time period mutually acceptable to contractor and the County.

27. **Supportive Specifications:**

The contractor shall be responsible for obtaining all permits required to fulfill this contract and shall comply with all laws, ordinances, rules and regulations of the jurisdictions in which the work is performed.

28. **Sales Tax Exemption:**

The County is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties within the State of New York.

29. **Protection from Claim Against "Or Equal":**

In the event of any claim by an unsuccessful contractor concerning or relating to the issue of "equal or better" or "or equal" the successful contractor agrees to hold the County of Steuben free and harmless for any and all claims for loss or damage arising out of this transaction for any reason whatsoever. The County is to be free and harmless for any and all legal fees and court costs.

30. **Evaluation Process:**

a) After determining that a proposal satisfies the mandatory requirements stated in the request for proposal, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. The award of a contract resulting from this RFP shall be based on the lowest and best proposal received in accordance with the evaluation criteria stated below.

- 1) Demonstration of successful similar projects in scope and complexity, preferably in public sector environments.
- 2) Qualifications of individuals assigned to the project.
- 3) Demonstration of clear understanding of the requirements of the project.

- b) After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the County, to clarify or verify the contractor's proposal and to develop a comprehensive assessment of the proposal.
- c) Steuben County reserves the right to consider historic information and fact, whether gained from the contractor's proposal, question and answer conference, references or any other source, in the evaluation process.
- d) It is the contractor's responsibility to submit information related to the evaluation categories and that Steuben County is under no obligation to solicit such information if it is not included with the contractor's proposal.
- e) Particular attention should be directed to principal award criteria located in the method of award section of this RFP. This section is considered to be an essential component of the evaluation/award process.

31. **Staff Assignment:**

The County reserves the right to approve or reject staff assigned to the project.

32. **Cancellation of Contract:**

Steuben County reserves, as its right, the right to cancel the contract(s) resulting from an award of this proposal solicitation at any time during the contract period, without penalty to Steuben County and without stated reason, by delivering a written ten (10) day notice of intent to the contractor(s) or its representative(s). Said notification mailed to the contractor or its representative via the US Postal Service; First Class Mail shall be considered sufficient and delivered.

33. **Executory Clause:**

Steuben County shall have no liability under any contract or contracts to any contractor or to anyone else beyond funds appropriated and available for the purpose of this document and resultant contract(s).

34. **Iranian Energy Sector Divestment Certification:**

Contractor hereby represents that said contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment".

By submission of this proposal each contractor and each person signing on behalf of any contractor certifies and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and

belief, that each contractor is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

The contractor shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its proposal.

Said certificate is mandated by Section 103-g of the General Municipal Law. Reference the Iranian Energy Sector Divestment Certificate form included in this proposal document.

35. **Non-Collusive Bidding Clause and Certificate:**

a) Clause –

1) “By submission of this bid, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief: The prices in this bid have been arrived at independently without

collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.”

b. The contractor shall submit a signed and dated Non-Collusive Bidding Certificate with its bid. Said certificate is mandated by Chapter 956 of the Laws of New York State, pursuant to Section 103-D of the General Municipal Law. Reference the “NON-COLLUSIVE BIDDING CERTIFICATE” form included in this bid document.

36. **Hold Harmless Clause and Form:**

a) Clause –

“The contractor agrees that it shall at all times save harmless the County of Steuben from all claims, damages or judgements or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of the contractor and in particular as may arise

from the performance under this contract. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.”

- b) The contractor shall submit a signed and dated Hold Harmless Clause form with its bid. Reference the “HOLD HARMLESS CLAUSE” form included in this bid document.

**37. Contact Personnel:**

Questions, concerns, and/or requests for clarification should be directed to: Andrew G. Morse, Director of Purchasing; telephone (607) 664-2484.

[amorse@steubencountyny.gov](mailto:amorse@steubencountyny.gov). All questions must be submitted in writing, by April 6, 2026.

## **SCOPE OF SERVICES:**

### Regulatory Framework

In preparing the proposal, the applicant is responsible for addressing all requirements pertaining to the facility type proposed.

New York State Executive Law, Article 19-G: defines and establishes the basis for the juvenile detention system in NYS.

9 NYCRR Part 180, Juvenile Detention Facilities Regulations: establishes the rules and regulations governing the administration of both secure and non-secure juvenile detention within NYS.

Title 9 NYCRR Part 180 can be accessed online at:

<http://www.dos.state.ny.us/info/nycr.htm>. and issued directives are located at <https://www.ocfs.ny.gov/programs/youth/detention/>

8 NYCRR Part 116, Educational Programs and Services for Children in Full-Time Residential Care in Homes or Facilities Operated or Supervised by a State Department or Agency or Political Subdivision: establishes the rules and regulations governing educational programs and services for youth in residential care and must provide flexibility to meet the needs of all youth, ages 12-20.

NSD facilities are certified by NYS OCFS and operate in accordance with:

9 NYCRR Part 180-1.10, Non-institutional, non-secure facilities: 12 or less youth, agency-operated boarding homes and group care.

**Staff Screening:** In addition to the requirements of 9 NYCRR Part 180 , pursuant to Chapter 56 of the Laws of 2019 State and National criminal history checks and SCR database checks are required for employees of congregate care programs licensed or certified by the New York State Office of Children and Family Services (OCFS). Such database checks shall include A. a criminal history record check; B. an SCR database check, and C. an out-of-state child abuse register inquiry of any state in which the person resided within the last five years. The contractor shall use due diligence to determine whether any prospective program staff member, paid or volunteer, has a criminal history and, in consultation with DSS, determine whether the individual should be hired.

**Americans with Disabilities (ADA) Requirements:** Program facilities and services must be easily accessible for people with disabilities and meet all requirements of the ADA.

## II-A DEFINITIONS

Juvenile Non-Secure Detention (NSD): Detention means the temporary care and maintenance of youth held away from their homes pursuant to article three of the family court act, or held pending a hearing for alleged violation of the conditions of release from an New York State Office of Children and Family Services (OCFS) or authorized agency, or held pending a hearing for alleged violation of the condition of parole as a juvenile offender, youthful offender or adolescent offender or held pending return to a jurisdiction other than the one in which the youth is held, or held pursuant to a securing order of a criminal court if the youth named therein as principal is charged as a juvenile offender, youthful offender or adolescent offender or held pending a hearing on an extension of placement or held pending transfer to a facility upon commitment or placement by a court. Only alleged or convicted juvenile offenders, youthful offenders or adolescent offenders who have not attained their twenty-first birthday shall be subject to detention in a detention facility.

NSD facilities are characterized by the absence of physically restricting construction, hardware and procedures. Non-secure detention facilities may be family boarding homes, agency-operated boarding homes, group care or institutional facilities and nonresidential programs and services.

Juvenile Non-Secure Detention facilities:

- Agency-operated boarding care facility (1-6 youth)
- Group care facility (7-12 youth)

Fixed bed or total certified capacity: The NYS OCFS approved and contractually established certified bed capacity set aside for the use of Steuben County and other authorized referral sources from across the state for all eligible youth. The certified bed capacity is staffed and maintained in a state of readiness to accept referrals on a 24-hour a day, seven days per week basis.

## II-B PROGRAM OBJECTIVES

Due to the short-term nature of NSD services (not to exceed 45 continuous days unless extended by the court or with prior OCFS approval), the focus of services is geared primarily toward maintaining the health and safety of the youth. Nonetheless, NSD services play an important part in Steuben County's system of care for youth at risk of out-of-home placement. As such, proposals should demonstrate commitment to the system of care values that all services be family focused, strength based, trauma-informed, individualized, and culturally competent including gender identification and sexual orientation, through service models that have demonstrated efficacy to prevent institutional care. Although many program components are similar to those provided in other forms of residential care for youth, the emphasis is on providing services as soon as possible after youth enter the program.

Steuben County is seeking community agencies willing to partner with DSS in the delivery of NSD services and practices that are consistent with national trends and best practice, including but not limited to the following:

Family focused programming that is strength-based, individualized, and culturally competent, including gender identification and sexual orientation;

Youth development principles;

Prompt, thorough, and objective assessment;

High standards of custodial care;

Brief stays whenever possible;

Maintenance of connections to family and community/school environment;

Mental Health and Substance Abuse Services;

Recreation;

Employment Activities;

Educational and GED requirements.

NSD services must be provided in a normative (e.g. recognizing the transitional quality of NSD, establishing short-term pro-social goals, and maintaining family and community contacts to the greatest extent possible) rather than in an institutional environment while preserving the security, safety and supervision of residents.

It is expected that the selected agency will form a collaborative working relationship with Steuben County's: Department of Social Services, Family Court, Probation and local Law Enforcement agencies to ensure effective communication regarding the appropriate utilization of Non-Secure Detention services. It is the expectation of the DSS that lower levels of care continue to be utilized when appropriate, and that youth are safely reunited with their family or a natural resource within the community as expeditiously as possible.

## II-C REGULATORY COMPLIANCE

The selected NSD provider must comply with:

All applicable NYS statutes and all regulations of OCFS

All regulations of OCFS

All regulations of all other governmental agencies having jurisdiction of the operation of non-secure group care facilities and the care of persons placed therein

All regulations under NYS Education Department

All regulations under the Americans with Disabilities Act

## II-D OCFS CERTIFICATION

At the time of contract execution, the selected NSD provider's facility must be certified by OCFS to provide NSD services, or such certification pending. Steuben County currently owns a OCFS certified NSD facility. It is expected the selected provider will utilize this facility and maintain such certification. Such operating certificate must be maintained and renewed as required continuously without interruption. OCFS inspection reports and any corrective action plans must be provided to DSS.

## II-E TARGET POPULATION

Prospective agencies must propose to serve both males and females in the Non-Secure Detention program. The population to be served is males or females ages 12-17 with a finding or pending finding of being a Juvenile Delinquent in accordance with the Family Court Act or a finding or pending finding of being a Juvenile Offender in accordance with the Criminal Procedure Law. Individuals may be over 17 years old when the court has continued its jurisdiction. Youth are likely to exhibit multifaceted behavioral, mental health, substance abuse, emotional, educational, and social needs.

Please note the County reserves the right to decrease the number of Non-Secure Detention beds requested when awarding the contracts.

These beds must be certified by the NYS Office of Children and Family Services (OCFS), and the programs must comply with NYS OCFS rules and regulations in Title 9 and Title 18 of the New York Code of Rules and regulation and Article 3 of the Family Court Act. The County reserves the right to purchase additional beds on an as needed basis.

## II-F NON-SECURE DETENTION FACILITIES

Only proposals for agency-operated boarding homes, group care facilities or residential care facilities with a certified capacity of at (least) 8 – 12 beds will be accepted. Steuben County requires a two fold plan to include 8 bed capacity and up to 12 bed capacity. The proposal must fully address both the 8 and 12 bed capacity.

## II-G STAFFING

The Certified Bed Capacity must be staffed and maintained in a state of readiness to accept referrals on a 24-hour, 7 days per week basis. No less than Two (2) youth workers are to be awake and alert at all times.

The number and qualifications of staff provided for the operation of a NSD facility must meet and possess all requirements as defined by OCFS including but not limited to requirements specified at 9 NYCRR Sections 180-1.8 and 180-1.10. Educational services are also governed by 8 NYCRR Part 116.

Major requirements include:

Staff proposed for program leadership positions should possess appropriate experience and training as specified in 9 NYCRR Section 180-1.8.

Personnel providing Case management must be graduates of an accredited college and have minimum two years of experience working with children. Personnel who supervise case management services must meet all qualifications to be a Certified Social Worker. Additionally, Clinical Staff will be provided by the County to meet with new admissions and assist in any crisis situations.

All staff to be employed by the NSD program is subject to screening and background requirements as detailed in 9 NYCRR Part 180 and pursuant to Chapter 56 of the Laws of 2019 State and National criminal history checks and SCR database checks are required for employees of congregate care programs licensed or certified by the New York State OCFS.

Such database checks shall include

- A. a criminal history record check;
- B. an SCR database check, and
- C. an out-of-state child abuse register inquiry of any state in which the person resided within the last five years. The contractor shall use due diligence to determine whether any prospective program staff member, paid or volunteer, has a criminal history and, in consultation with DSS, determine whether the individual should be hired.
- D. an out-of-state Sex offender registry inquiry of any state in which the person resided within the last five years. The contractor shall use due diligence to determine whether any prospective program staff member, paid or volunteer, has a criminal history and, in consultation with DSS, determine whether the individual should be hired.

All staff in the NSD program must be trained in the legal aspects of detention admissions as well as in the evaluation of a youth's need for referral to medical, mental health, or other specialized services.

Staff transporting youth shall possess a valid driver's license throughout the course of their employment.

All medical and clinical staff shall comply with ethical standards for the provision of medical and mental health services as established by their respective disciplines.

Staff in the NSD program shall be required to be annually trained on trauma informed, diversity, etc.

Steuben County has input on staff including employee discipline and dismissal and final say on all positions directly involved in the operation and management of the facility.

Staff training must be documented through onboarding and ongoing in accordance with an approved training schedule as prepared by the NSD with approval/input of LDSS.

## II – H FACILITY OPERATION

The facility must operate in the following manner:

The Certified Bed Capacity must be staffed and maintained in a state of readiness to accept referrals on a 24-hour, 7 days per week basis. Two (2) youth workers are to be awake and alert at all times.

a. Planning: A NSD facility is currently owned by Steuben County and is available for use by the provider. The building is owned and maintained by Steuben County. There is currently a provider of NSD operating in Steuben County. The provider who is awarded the contract will implement the program in coordination and planning with the current provider. There will be a limited timeframe of a 30 day transition plan at the end of which the proposed facility must be available for occupancy and fully operational.

b. Administration: applicants should have the organizational capacity and administrative processes necessary to direct and control the operations of the proposed facility. The Administrative Policy and guidelines should be maintained, updated and available.

c. Location: NSD facility is located in Bath, NY Steuben’s County Seat. The building is property of Steuben County and will be maintained by the County.

d. NSD provider will provide full-time residential care, including care, maintenance, 24-hour supervision and supportive services for eligible youth.

e. Intake and Admission:

Admission criteria must be consistent with Title 9 and Title 18 of the NYCRR. All Steuben County youth referrals authorized by the Steuben County Family Court or any other NYS Family Court based on such admission criteria will be on a no-decline basis pending available capacity at the facility.

The Intake process must include the ability of intake staff to accept and respond to admissions and requests for releases on a 24-hour, 7 days a week basis. Engagement of the youth’s parent/guardian immediately upon referral of the youth to the facility is mandated. Face to face contact with the family will occur within 24 hours of the youth entering the facility. The Intake process must also include the following written information from the parent/guardian:

(1) Name and telephone number of the youth’s physician or medical service provider

and insurance information;

(2) Instructions or actions to be taken in case of an emergency;

(3) Authorization for provision of emergency medical services for the youth; the names, addresses and telephone numbers of the youth's parent(s)/guardians, and if such parent/guardian is absent from the home, instructions how to contact the parent/guardian; and any necessary instructions regarding the youth's care;

(4) Any and all allergies the youth has;

(5) Consent, and physician orders for any medication which is to be dispensed to the youth during programming. A standardized pre-admission form as well as a standardized admission process is recommended. All release of information (ROI) is collected by the provider at time of intake.

(6) The initial interview of the youth by facility staff must convey: (a) the concern for mutual respect and safety; (b) the program expectations; (c) available resources at the facility; (d) information regarding the youth's rights, the grievance procedure, and confidentiality. This initial interview should also be the vehicle to engage the youth and assist the youth with developing short-term goals and objectives. Clinical assessments will be provided by the county to assist youth in the transition process.

For youth who are brought to the facility by a local Police agency, a Designated Risk Assessment Instrument (DRAI), must be completed on these youth by Probation and the results will be provided to the NSD at the time of admission.

Prior to receiving approval to remove a youth from Non-Secure Detention services, the Proposer must give notice of such request to DSS, detailing the reasons for the requested removal. If deemed appropriate by DSS, then this request will be provided to the Family Court Judge who will grant or deny the request pursuant to the Family Court Act.

f. Care and Maintenance:

1. Care and maintenance services customarily associated with out-of-home care must be provided, including appropriate sleeping accommodations; well-balanced diet; and supervision of residents' health and personal hygiene.
2. Personal care extends to supervision and attention appropriate to age: establishment of an emotional climate that encourages warm interpersonal relationships, trust, the development of a sense of self-worth and self-discipline.
3. Parents are responsible for providing clothing to their children in detention. NSD providers should anticipate furnishing a modest amount of clothing to handle

emergency clothing needs. As the stay in NSD is of short duration, NSD provider will be required to inform parents that only a minimal amount of clothing is allowed and the facility should prohibit youth from having expensive jewelry, electronics, or expensive clothing. Items of great value should be left in the care of the family.

4. Residents should have their own appropriate grooming accessories and staff should actively work with youth to develop good personal hygiene practices. The program should anticipate supplementing hygiene articles not furnished by families.

g. Casework services:

1. NSD providers are required to develop a service plan that identifies immediate medical, mental health, education, recreation, and other service needs and describes short-term plans for addressing those needs. Such plans should be followed up by case reviews and team meetings. Arranging to provide for required services (e.g. medical, mental health, education, etc.) is a part of casework services. The Residential Counselor, case manager or social worker is responsible for visiting each youth daily at least during the first week of each youth's placement; such person should be designated as part of their role.

2. Casework services address resident adjustment to the detention setting as well as facilitating and maintaining family and community ties within the constraints of the legal system.

3. With regard to behavior reports and court notifications, all information must be in written form and forwarded to the court within two (2) business days with a copy to DSS. Incident notices will be sent to the respective Department of Social Services AND Steuben County DSS within 2 business days of occurrence. Serious incidents will be reported to respective DSS and Steuben DSS as soon as possible.

h. Services will be culturally accessible and be provided in a normative rather than institutional environment that is also conducive to family and agency visits.

i. Youth referrals:

1. The NSD provider will accept only eligible Juvenile Delinquent's and/or Juvenile Offender's ordered into detention by the court or by police/probation authority.

2. The NSD provider must maintain the capacity to accept eligible youth detained, remanded, held, or placed on an emergency basis, and after court hours

3. Youth shall be admitted to a detention facility only when accompanied by police, sheriff, or a private or public agency official, or peace officer, who shall provide the legal basis for custody and detention referral in writing, and who shall provide, or certify that they will provide, documentation as to the true identity of the youth. Documentation shall include, but not be limited to, the youth's name, age and address of parents or legal guardian.

4. The DRAI must be completed and show appropriate score for the level of supervision and is completed by Probation or the Arresting Officer

j. Coordination: The NSD provider will coordinate closely with Steuben County staff in providing timely and objective information regarding enrolled youth and their families in support of quality and efficacy of service planning and delivery and the facilitation of expeditious reintegration into the community.

k. NYS Juvenile Detention Automation System (JDAS): NSD provider must input data into the JDAS system on a timely basis at no more than 24 hours from date of serious incident or 48 hours for all other.

l. Health and well-being: NSD provider must assure that each resident receives necessary and appropriate medical, dental, and mental health care through provision of medical and transportation resources. To address 1-3 below, the following is currently in place. Steuben County DSS contracts with a local pediatrician to conduct health assessments and also with the County's Mental Health Department to offer crisis intervention and assessments upon admission. Ira Davenport Hospital is utilized for emergencies. The NSD is responsible to ensure all youth receive The NSD will have available nursing staff for consultation as needed.

1. OCFS regulations require an intake physical as well as the availability of psychiatric consultation services. Each youth continued in care more than three (3) days shall have a complete physical examination, including a health appraisal, which must be properly recorded. A prompt health assessment is needed within 72 hours of intake. Any known extenuating medical condition(s) requires an immediate assessment at the time of intake. NSD provider will be expected to procure these services, as well as required non-emergency medical services, through local community based provider. It is the expectation the family will provide health insurance information for the youth upon admission. Reimbursement will be through Medicaid and/or 3rd party health insurance. NSD provider will cooperate with DSS to maximize third party reimbursement for medical costs, including Medicaid and other health insurance.

2. NSD provider must notify DSS immediately of injuries or illness which may require hospitalization of any youth in its care. NSD provider will use those medical services and providers approved and assigned by DSS except that in emergencies, NSD provider will be allowed to use the best available facility, provider, or services.

3. NSD provider must pay for the expenses of emergency medical services or in hospital treatment when the youth's Health Insurance information is unknown and will seek reimbursement from the appropriate Social services and or parent; NSD provider must cooperate with DSS in maximizing third party reimbursement for the cost of medical services, including Medicaid and private health insurance.

m. Educational services: Consistent with 8NYCRR Part 116, the NSD provider must ensure the provision of educational services which are appropriate to each youth's needs and which comply with applicable laws and regulations. A minimum of five (5) hours of instruction each day is required.

a. NSD staff will contact the youth's home school district with a goal of developing an optimal education plan for the duration of the youth's stay in detention.

b. NSD facility will provide transportation to the home school district through McKinney-Vento Act when possible.

n. Transportation: NSD provider is responsible for transporting youth in their facility to their respective healthcare appointments as required. NSD will also provide or make transportation arrangements for any and all urgent, emergency and/or unscheduled healthcare appointments as required. County of origin DSS, Sheriff and/or Probation will provide transportation to respective court appearances and probation-related activities. County of origin DSS, Sheriff and or Probation will also transport youth remanded by the Family Court to the designated facility. NSD provider must provide all resources to make available, at all times, adequate staff to ensure the timely pick-up. Transportation needs at times may require the cooperation and facilitation of the NSD. These will be reviewed and coordinated with the NSD and the County of origin.

o. Service network: An important aspect of the NSD program is the ability for the provider to furnish comprehensive services for youth, directly and/or through a partnership with community resources. NSD provider must exhibit knowledge of and existing linkages with community resources that specifically address the needs of the service population, and demonstrate plans for referrals and service delivery.

p. Recreational and cultural activities: NSD providers must develop and coordinate appropriate recreational and cultural activities. At least two (2) hours of recreation must be scheduled each school day, and four (4) hours each weekend and vacation day. NSD programs are encouraged to make use of community resources in providing recreation for youth in care. A recreational schedule should be developed reflecting structured activities.

q. Religious activities: NSD providers must ensure that youth are allowed access to religious services. Participation is entirely voluntary and program staff must not insist

that a youth participate in any such services.

### III. PROPOSAL INSTRUCTIONS

A. OVERVIEW. All Proposers submitting a proposal as required under this RFP must follow the instructions established in this section as well as the format provided in Attachment A.

B. PREPARATION OF PROPOSALS. The information necessary to prepare a proposal is contained in the Scope of Services and the proceeding attachments: Attachment A (Proposal Format and Content), Attachment B (Cost Proposal).

C. EVALUATION CRITERIA. (Below) Prospective Proposers are advised that the selection of a Proposer for contract award is to be made after careful evaluation of the proposals received by the evaluation committee. The evaluation committee will consist of representatives from the Steuben County Department of Social Services, Probation and Law Office and may include information offered from other Counties which share non secure resources with the County of Steuben. Proposals will remain valid until the execution of a contract by the County of Steuben, unless otherwise rejected consistent with this RFP.

a. Proposals received will be evaluated and scored by the professional staff members of the Steuben County Department of Social Services, Probation and Law Office. Proposals shall be evaluated using a 100 point scale provided below. An award will be made to the Proposer who has the highest total score, which includes both the technical and cost proposals.

b. The evaluation process is designed to award the proposal with the highest total score (technical and cost proposal). The technical proposal accounts for 80 of the 100 points available.

c. The cost proposal accounts for 20 of the 100 points available to be awarded. The cost proposal will be scored with the highest number of points available (20) to the lowest per member, per month cost. A normalization formula will be applied to adjust scores from the lowest per member, per month cost proposal. If all requirements of proposal are not addressed in the proposal no more than 10 points will be awarded regardless of cost. Scoring ranging from up to 20 will be awarded to bidders by calculating the percentage that the lowest price is of the other Proposers per member, per month cost and then multiplying that percentage times the maximum score of 20. The following formula will be used to determine each Proposers final cost proposal score:  $t = (y / x) * 20$  where:

X = per youth, per day costs

Y = per youth, per day costs

20 = Maximum total cost proposal score

t = Final normalized cost proposal score for proposal being scored.

Example:

Cost Proposal Ranking	Per youth, per day costs	% of lowest per youth, per day cost to other per member, per month costs (y/x)	% of the lowest per youth, per day cost to other per member per month costs [(y/x) x 25]	Final Score (t)
Lowest per Member, per Month Cost	(y)	100%	1.000 x 20 = 20	20
Second Lowest per Member, per Month Cost	(y)	88%	1.000 x 20 = 20	17.6
Third Lowest per Member, per Month Cost	(y)	81.5%	1.000 x 20 = 20	16.3

Criteria and scores are as follows:

CRITERIA	Weight	Score
Technical Proposal	0 - 80	
NSD facility description / nature of facility	0-5	
Intake/admission process for NSD Services, including the ability of intake staff to accept and respond to admissions and requests for releases on a 24-hour, 7 days a week basis; family engagement	0-5	
The quality of the assessment and screening instrument and detailed intake process proposed and services which are proposed as a result of the assessment/screening	0-5	
Visitation policies of the facility, which should support and recognize the importance of the youth maintaining contact with those who are strong and supportive individuals in the youth's life	0-5	
Proposal for provision of food/meal plans/delivery	0-5	

Proposal to provide Education and recreation in Compliance with NYS and Federal regulations	0-5	
Proposal to keep youth engaged with Medical and mental Health providers, and access to individual & Family therapy	0-5	
Describe how you plan to collect and report statistical information in a format consistent with DSS and NY State NSD Program requirements and will meet reporting requirements and input into State systems (JDAS)	0-5	
Administration and staffing plan are consistent with the outcomes of the services to be provided	0-15	
Proposal demonstrates comprehensive task focused training plan that accommodates gender identification, sexual orientation, implicit bias and cultural competence	0-5	
Proposal identifies how NSD will assure health, safety , security & well - being of the youth including training for	0-5	

staff on de-escalation and supervision		
The proposal clearly demonstrates how the facility will offer transportation services to Youth	0-5	
Proposal demonstrates Quality assurance plan and how communication will be maintained with Steuben County LDSS on all matters	0-5	
The proposal clearly demonstrates a commitment to serving youth on an emergency basis, including maximum capacity and overflow information	0-5	
Cost Proposal (0 - 25 Points)	0-20	
Total proposed per member, per month costs		
Total Possible Score	100	

Request for Proposals: Non-Secure Detention Facility Services  
Document #GC-26-010-P

FILE DAY, DATE & TIME: Thursday, April 30, 2026; 1:30 P.M. local time  
Submission may be mailed or hand delivered.

SUBMIT TO: Andrew G. Morse, Director of Purchasing  
Steuben County Purchasing Department  
3 East Pulteney Square  
Bath, New York 14810

PROPOSAL PAGE: The undersigned, having an integral understanding of the objective, terms and conditions, specifications and contractor's responsibility as stated in the Request for Proposals documents, does hereby submit a proposal for the provision of services as stated below and pursuant to the Request for Proposals.

Any response to this request for proposals/statement of qualifications shall demonstrate the interested party has the experience and qualifications necessary to perform the scope of services as outlined in this request.

Vendors may wish to provide any additional information that will assist STEUBEN COUNTY in the comparison of fees. Vendors shall also note that any and all associated costs, including multipliers, are to be included in the above fee components, so that the fee represents the complete total to be charged to STEUBEN COUNTY.

PLEASE PRINT OR TYPE:	
Company Name:	Federal Employer ID:
Company Address:	
Name:	Title:
Signature:	Date:
Telephone Number:	Fax Number:

IRANIAN ENERGY SECTOR DIVESTMENT

1. Contractor/proposer hereby represents that said contractor/ proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:
  - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
  - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
  - a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

Steuben County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
  - a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

Attachment "D"  
Certification Pursuant to Section 103-g  
Of the New York State  
General Municipal Law

IRANIAN ENERGY SECTOR DIVESTMENT

Page 2

- b) The County of Steuben has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Steuben would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

STATE OF NEW YORK)  
COUNTY OF STEUBEN) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

NON-COLLUSIVE PROPOSAL CERTIFICATE

By submission of this proposal, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this proposals have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or in-directly, to any other contractor or to any competitor; and
3. No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose or restricting competition.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME PRINTED/TYPED: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

PROPOSAL TITLE: \_\_\_\_\_

DOCUMENT NUMBER: \_\_\_\_\_

Hold Harmless Clause

As a successful consultant, I shall hold harmless the County of Steuben and representatives thereof from all suits, actions or claims of any kind brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safe-guarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising or recovered under any law, ordinance, regulation or decree.

NAME OF COMPANY: \_\_\_\_\_

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

PROPOSAL TITLE: \_\_\_\_\_

DOCUMENT NUMBER: \_\_\_\_\_

# ATTACHMENT A

## PROPOSAL FORMAT AND CONTENT

Proposals should address all tasks and timeframes involved in implementing juvenile NSD services within the timeframes established in this RFP. Applicants must address all components of NSD services as prescribed in the rules and regulations of NYS and other pertinent regulatory agencies. Applicants are encouraged to use innovative and cost-effective approaches to develop a program plan for the delivery of NSD services. Applicants should address the following and provide any other information the applicant deems necessary and appropriate.

**1. Facility Description.** A Current structure exists at which has served as the NSD. Applicant should describe how they will utilize this structure and any proposed changes to capacity, nature and structure. Describe applicant's plans to obtain OCFS facility certification within the timeframes established in this RFP.

**2. Intake/Admission Process.** Describe in detail the Intake/Admission process for NSD Services, including the ability of intake staff to accept and respond to admissions and requests for releases on a 24-hour, 7 days a week basis.

a. Describe how engagement of the youth's parent/guardian immediately upon referral of the youth to the facility will be accomplished.

b. Outline how face to face contact with the family will occur within 24 hours of the youth entering the facility.

c. Describe the method for obtaining the following written information from the parent/guardian the:

(1) name and telephone number of the child's physician or medical service provider;

(2) instructions or actions to be taken in case of an emergency;

(3) authorization for provision of emergency medical services for the youth; the names, addresses and telephone numbers of the child's parent(s)/guardians, and if such parent/guardian is absent from the home, instructions how to contact the parent/guardian; and any necessary instructions regarding the child's care;

(4) any and all allergies the youth has;

(5) consent, and physician orders for any medication which is to be dispensed to the youth during programming. A standardized pre-admission form as well as a standardized admission process is recommended.

d. Outline any other admission criteria proposed beyond the admission criteria consistent with Title 9 and Title 18 of the Official Compilation of Codes, Rules and Regulations of the State of New York.

e. Outline the screening process and collaboration with identified medical and mental health providers in the body of the RFP. Identify tools to be implemented for medical screening and mental health screening. The mental health screening should include a suicide risk assessment, substance abuse screen, trauma screen, and behavioral patterns, including violence. Please include with your proposal a copy of any standardized screenings utilized for these purposes. Describe, the Risk Assessment Instrument (DRAI) used for youth who are brought to the facility by a local Police agency and how the results will be provided to DSS prior to the initial Family Court appearance.

f. Describe the circumstances under which the Proposer would request removal of a youth from NSD.

**3. Care and Maintenance.** Describe, in detail, plans for providing full-time residential care and maintenance of youth in NSD including how the following NSD required services will be delivered:

a. Food.

- b. Clothing and hygiene articles.
- c. Medical and Mental Health services. Describe how quality of care related to medical and psychotropic medication of youth will be ensured. Include a description of the process by which consents to medicate are obtained from the parent/guardian; the procedures regarding youth admission if currently prescribed medication; the protocol followed should the youth refuse medication; a clear outline of the staff who will dispense medication to youth and the procedures around such; including the protocols for securing the medications; the protocol to ensure the youth has a psychiatric assessment within 72 hours of admission to the facility, if indicated per the mental health screenings at admission. Describe how the NSD provider will maintain service provider for the youth when currently prescribed psychotropic medication. Describe potential mechanism to provide through telehealth.
- d. Education and related services in compliance with New York State and Federal Education laws and regulations. Include plan for interacting with schools and McKinney Vento School District Liaisons.
- e. Individual, group, and family counseling/mediation. Outline how youth will have access to individual, group and family counseling during their stay at the Non-Secure Detention facility, as indicated by the initial screening of the youth, the assessment and their current treatment services plan.
- f. Visitation/Family Contact. Describe the visitation policies of the facility, which should support and recognize the importance of the youth maintaining contact with those who are strong and supportive individuals in the youth's life; these individuals may or may not be the immediate family of the youth. The visitation policies must also take into the account the required management of the entry of nonresidents into the facility and their interaction with other youth in the facility.
- g. Transportation. Describe how the Proposer will provide any transportation of the youth from or to Family Court inclusive of transporting to non-secure detention on the day of admission, to any scheduled appointments (i.e. medical, mental health) by agency staff, to and from pre-placement interviews and to placement agencies on date of admission. Such transportation will include supervision by staff while the youth completes any interviews or intake processes, unless otherwise approved by the County of origin.
- h. Recreation/Life Skills. Outline the daily programming of the youth outside of educational/vocational hours, including recreation, basic living skills instruction, positive behavioral management including promoting pro-social behaviors, and a plan for 24 hour supervision of youth.
- i. Violence intervention and prevention education.
- j. Obtaining copies of vital documents including birth certificates, social security cards, and education records.

**4. Administration and Staffing.** Provide the following information:

- a. Describe the key personnel who will be designated for administration of NSD services, including a description of qualifications, education, degrees and/or certifications, relevant experience, and resume for each individual.
- b. Identify titles, number of persons in each title, job description for each title, and minimum qualifications and experience required for each title of the NSD staff.
- c. Describe the number of staff and specific positions and identify how the staff will be trained for cultural competence and use of interpreters when needed.
- d. Describe the role of each staff position including interaction with NSD youth. Provide a sample weekly staffing schedule.
- e. Describe your plan for 24/7 staff coverage and provisions for covering staff who are on vacation, on sick leave, etc., including emergency replacement when last-minute notice is given. Include the number and description of staff on call to act as replacements. Describe the availability of a contact person responsible for NSD and your procedure for intakes of NSD after business.
- f. Describe in detail the ongoing training program (in-service, external, etc.) that will be

provided for NSD staff.

g. Include your plan for monitoring and supervision of staff.

h. Provide information on the policies and procedures in place to promote employee retention.

**5. *Safety and Security of Youth and Staff.*** Describe your plan for assuring the health, safety, security, and well-being of youth at NSD.

**6. *Search Policy.*** Describe the search policy of the agency, including when searches will be conducted, by who, and a specific protocol to be followed in the event the youth refuses to be searched. Be specific as to how such searches will be implemented consistently in a dignified and private manner.

**7. *Records.*** Describe how accurate records of each youth placed in Non-Secure Detention will be kept as required by the regulations of NYS OCFS and Title 9 and Title 18 of NYCRR, including how such records will be kept confidential by the Proposer pursuant to statute.

**8. *Monitoring and Reporting.*** Describe how you plan to collect and report statistical information in a format consistent with DSS and NY State NSD Program requirements.

Statistical reports include, but are not limited to: daily census and monthly statistical reports; demographics, contacts, referrals, and services provided to youth served; housing status and other outcomes.

**9. *Performance Indicators/Outcomes.*** Outline the key performance indicators, strategies and processes for tracking outcomes, which are required in the program area defined in the RFP. Also indicate if any additional performance indicators will be tracked by the agency.

**10. *Quality Assurance.*** Provide a quality assurance plan for high quality and commitment to excellence in delivery of NSD services, and how services will be in conformance with all Federal, State and local laws. Include the methodologies on how your organization measures quality assurance, and how the program will be evaluated. Also, please specifically outline how the agency will utilize DSS' quality assurance processes in order to continuously improve the services to the families of Steuben County.

**11. *Manuals/Forms.*** Provide samples of all forms, manuals, etc. you intend to use in NSD, including an Emergency Preparedness Plan to ensure the safety of youth and staff, and a Risk Management Plan.

**12. *Work plan.*** Provide a proposed work plan/time line for provision of the services described in this RFP.

**13. *Potential Barriers.*** Identify barriers that may be encountered in the administration and/or provision of NSD services, and provide information on how you will address these barriers.

## ATTACHMENT B

### PROPOSAL SUBMISSION PACKAGE SECTION IV COST PROPOSAL/BUDGET

Provide a detailed budget for providing the services described in this RFP detailing a staffing plan for an 8 bed facility and a staffing plan for a 12 bed facility. Provide a detailed budget for providing the services described in this RFP. Provide detailed budget for the initial contract period and separate budget for a possible additional 12 months of this project, assuming a 10% increase in the number of youth served. Steuben County will reimburse agencies for Non-Secure Detention specified in the RFP. Agencies are required to use the format set forth in the Budget Format Template provided in this RFP. Proposals that do not follow that format will not be considered.

For all proposals the following format must be followed and submitted as a typed document. Handwritten documents or proposals that do not follow this format will not be considered.

\* If the Agency plans to subcontract with another provider agency, a separate Budget Form must be completed and submitted for each subcontractor.

\*\*Narrative – Please provide a narrative for categories C through G. Use additional pages as needed.

<i>Budget Categories</i>	<i>Funds</i>
Staff Salaries	
Staff Title	Dedicated Salary
A1.	
A2.	
A3.	
A4.	
A5.	
A6.	
A7.	
A8.	
A9.	
A10.	
A. Total Staff Salaries	
B. Staff Fringe Benefits	
C. Contracted Services*	
D. Staff Travel	
E. Equipment	
F. Supplies	
G. Other Expenses	
H. Indirect costs	
Total (A - H)	

Minimum Guaranteed Bed Capacity for Non-Secure Detention monthly funding request:

3/2027-2/2028 8 Bed \$ \_\_\_\_\_

3/2027-2/2028 12 Bed \$ \_\_\_\_\_

3/2028-2/2029 8 Bed \$ \_\_\_\_\_

3/2028-2/2029 12 Bed \$ \_\_\_\_\_

SECTION IV BUDGET NARRATIVE

<b>BUDGET CATEGORIES</b> Describe the expenses in each budget category. If a category is not included in your program budget, indicate "NA" for not applicable
<b>Personnel</b>
If staff are paid hourly or per day rates, show the complete calculation (e.g. hours x rate) under base salary.
Describe planned salary raises including effective dates.
Fringe -- Describe your agency's fringe rate and what benefits are included. Show the fringe benefit rate(s) and, if the rate varies, the positions to which rate(s) apply. Describe accrual policies for Employee paid eave time.
<b>Contractor/Consulting Services</b>
Explain the need and/or purpose for the consultant services and identify the services that the consultants will provide, and explain why they must be used.
List the number of consultant days and daily rate stating if consultant travel, meals and lodging costs are included in the daily rate. If reimbursing consultant travel costs, itemize those costs here. Provide justification of any rates over \$300/day.
<b>Equipment Rental</b>
Clearly describe item(s). Include model # and specifications if possible and the term and rate of rental. Provide a justification for the rental of all equipment.
<b>Vehicle Lease (See RFP Overview if allowable expense)</b>
Explain the need and cost showing the percentage of time the vehicle will be used by the project and only include requested funds for this percentage.
<b>Staff Travel</b>
Explain which staff will be traveling and the destination, purpose and frequency of travel. <i>Reminder: Consultant travel should be included in the Subcontractor/Consultant category, not under Staff Travel, and Client Travel should be shown under Other Expense category.</i>
List the mode of transportation for local/day travel (e.g. subway, personal auto); include purpose, destinations, number of staff, mileage rates if applicable, and total cost.
For extended travel, list the following for each trip: destination, length of stay, purpose, number of travelers, mode of transportation and unit price, anticipated local costs (cab fare, car rental, subways, parking, etc.), meals and lodging costs. Provide justification here of conference attendance costs. All out of state travel must be pre-approved by the County.
<b>Equipment</b>
Itemize any equipment to be purchased by type and cost. Explain the program function and need for all items. Be as specific as possible. Clearly describe the item and itemize cost. If the item is to be used by more than one program, the cost must be pro-rated. Provide justification of all equipment purchases.
<b>Supplies</b>
Describe items to be purchased. Include the cost per item and number of items if available. Provide details showing how estimated costs were developed.
<b>Other Expenses</b>
Provide information on these costs, including how the estimates were calculated (e.g. cost per hour, cost per page, cost per square foot, etc.).
<b>Staff Training</b> – Explain how these costs were calculated.

Insurance Coverage – Describe the types of insurance to be reimbursed by this grant and any pro-ration justification.
Occupancy – Explain how these costs were calculated.
Dues to National or State Affiliates – Explain how these costs were calculated.
Client Costs/Funds to Customers – List wages, stipends, incentives, client mileage client meals, client supplies, etc. Justify participant payments. Explain the purpose of payments, number of participants, and frequency (e.g. x. per day, per week).
Explain and justify participant travel. Include the purpose of travel, number of participants, estimated miles, and frequency (ex. per day, per week).
Printing Services -- Explain how these costs were calculated.
Indirect Costs
Explain how these costs were calculated.
Is there additional budget information you would like to share.
If you are granted the money you request in this application, will you be using that grant to match or leverage other funding. If so, from what source and how much.

Add more pages or lines as needed, if necessary

#### SECTION IV BUDGET INSTRUCTIONS

##### **A. Complete the following:**

- *Program Budget*
- *Budget Narrative*

Follow these instructions carefully as you complete Budget and Budget Narrative  
Use the following directions to briefly describe the expenses in each budget category.

##### NOTE:

*YOU DO NOT NEED TO INCLUDE THESE INSTRUCTIONS IN THE BUDGET NARRATIVE.*

Make sure:

- All items included in the budget are directly related to the services to be provided.
- All expenses will be incurred within the contract period.
- Staffing is consistent with the RFP requirements.
- All costs, including the amount requested, are within County guidelines.
- All shared costs are pro-rated.
- The cost of items comprising each budget category is identified in the Budget Narrative.
- All amounts listed on the Program Budget Form reconcile with the relevant Budget Narrative.

##### **B. Instructions for Budget Categories**

###### **Personnel**

On Program Budget Personnel Lines, list all staff positions for which a part of the salary is charged off to this grant. Indicate the total fringe cost for all personnel.

An individual's percentage of time on a program (or programs) cannot be more than 100 percent. Salaries charged to the program are generally calculated as a percentage of annual salary (total cost of salary = annual salary X percent of time on program). In certain instances, it is allowable to use an hourly rate or per day rate. In such cases, show the complete calculation (e.g. hours x rate) under base salary.

###### **Fringe**

Show the fringe benefit rate on Budget. In the Budget Narrative Describe your agency's fringe rate and what benefits are

included. If the fringe benefit rate(s) varies show the positions to which rate(s) apply.

### **Contractor/Consulting Services**

This category includes costs for institutions, individuals, or organization external to the agency that have entered into a written agreement with the agency to provide any services outlined in or associated with the program proposal, and whose services are to be funded under the program budget. All consultant arrangements, including purchase of service agreements to provide any services outlined in or associated with the project, must be by written agreement.

In the Budget Narrative, explain the need and/or purpose for the consultant services. Use of consultants must be fully explained and justified. Identify the services that the consultants will provide, and explain why they must be used. (Note: Copies of written agreements will be required if contract is awarded.) Provide number of consultant days and daily rate. Also, state if consultant travel, meals and lodging costs are included in the daily rate. If not included in daily rate, itemize these costs where the program is reimbursing travel costs to the consultants. Use the same format as used in "Staff Travel" but include in "Consultant" category and not in the "Staff Travel" category. Consultants are restricted to IRS travel rates if the travel is not included in the daily rate. Exceptions may be made only with prior written authorization from Steuben County. Justify any rates over \$300/day.

This category includes rental and leasing of equipment. Only the pro-rated portion of the entire expenditure that is related to the proposed Program will be allowed.

### **Equipment Rental:**

- Clearly describe item(s). Include model # and specifications if possible.
- Indicate term and rate of rental.
- Provide a justification for the rental of all equipment.

### **Vehicle Lease**

Vehicle lease for participant travel, when such travel has been approved by Steuben County, must be programmatically justified. In the Budget Narrative, explain the purpose of travel, # of participants, estimated miles, and frequency (ex. per day, per week). Be as clear as possible in explanation of need and cost. Show the percentage of time the vehicle will be used by the project and only include requested funds for this percentage.

### **Travel**

In the Budget Narrative, explain which staff will be traveling and the destination, purpose and frequency of travel. List the mode of transportation for local/day travel (e.g. personal auto); include purpose, destinations, number of staff, mileage rates if applicable, and total cost. For extended travel, list the following for each trip: destination, length of stay, purpose, number of travelers, mode of transportation and unit price, anticipated local costs (cab fare, car rental, subways, parking, etc.), meals and lodging costs. Budgeting for travel costs may be based on the following:

- Transportation - for air travel, train, private vehicle, bus, and taxi, base costs on projected expenses.
- Approved IRS rate per mile.
- Parking fees and Thruway Tolls - budget for projected expenses.
- Lodging and meals - budget for projected expenses.

Conference attendance costs must be justified in the Budget Narrative.

All out of state travel must be pre-approved by the County.

Reminder: Consultant travel should be included in the Subcontractor/Consultant category, not under Staff Travel. Program participant travel, if allowable, should be included in the "Other" category or in

“Subcontractor” category if it involves a lease or subcontract.

### **Equipment**

For Steuben County contracting purposes, equipment is defined as tangible personal property having a useful life of more than one year and an acquisition cost of \$250 or more per unit. Equipment needed to meet the program objectives may be either purchased or rented whichever is more economical. Any budget requests for equipment purchase with grant funds must be fully explained and justified by program need. If equipment purchases are approved, documentation of three telephone bids is required for all items of \$1,000 to \$5,000. Items of \$5,001 or more require three written bids.

In the Budget Narrative, justify all equipment purchases. Itemize any equipment to be purchased or rented by type and cost. Explain the program function and need for all items. Be as specific as possible. Clearly describe the item and itemize cost. If the item is to be used by more than one program, the cost must be pro-rated.

Equipment rental should be included in Contractual Category. Cars or vans cannot be purchased using contract funds without specific written approval from the County. They may be leased if required for program operation. If vehicles are leased, the costs must be listed under Contractual/Consultant section of the budget.

### **Supplies**

Those items consumed during the term of the contract. In the Budget Narrative, list major supply items (office, program, etc.) and justify these in terms of number of staff and programmatic functions.

- Describe items to be purchased. Include the cost per item and number of items if available.
- Provide details showing how estimated costs were developed.

### **Other Expenses**

Other also includes items that are directly related to the services to be provided, but that are not specifically included in the aforementioned categories. These items may include: shipping, delivery and messenger services, insurance, materials development costs, advertising costs for recruiting new hires, books, journals, periodicals, computer time, library services, audio-visual services, keypunch services, facility rental, off-site rental, program refreshments and program participant travel.

Information on these costs, including how the estimates were calculated (e.g. cost per hour, cost per page, cost per square foot, etc.) should be provided in the Budget Narrative.

Participant travel, when allowable cost under the provisions set forth below under Allowable/Non-allowable Use of Funds, must be fully justified. Explain the purpose of travel, number of participants, estimated miles, and frequency (ex. per day, per week).

### **Staff Training**

Describe here any costs for routine staff training. Do not enter here any costs associated with conference attendance which should be described in the Travel Category.

### **Insurance Coverage**

Describe the types of insurance to be reimbursed by this grant and any pro-ration justification.

### **Heating & Utility Costs are paid by the County.**

### **Dues to National or State Affiliates**

These costs include funds paid for dues to national or state affiliate organizations. Only the pro-rated portion of the entire expenditure that is directly related to the proposed Program will be allowed.

### **Client Costs/Funds to Customers**

Includes wages, stipends, incentives, client mileage, client meals, client supplies, etc. Participant payments, when allowable cost under the provisions set forth below under Allowable/Non-allowable Use of Funds must be fully justified. Explain in the Budget Narrative Attachment I the purpose of payments, number of participants, and frequency (e.g. x. per day, per week).

### **Printing Services**

These costs may include audio-visual and print production costs, reprint permissions, reproduction, and photocopying costs. All agencies and subcontractors must make reasonable efforts to secure the lowest responsible bidder for printing services. In instances where a printing job is in excess of \$5,000, documentation that shows that the lowest cost source has been used must be provided with the payment claim.

Please note that program outreach materials need to be approved by Steuben County prior to use or distribution.

### **Indirect Costs**

Explain how these costs were calculated. General administrative costs, such as accounting and legal services, and overhead costs, such as office rent and utilities, may be combined and included under "other" as an indirect cost, only if you have an approved federal indirect cost rate agreement. A copy of the federal agreement must be submitted as part of the proposal. If using an indirect rate, do not include separate costs for items in these categories in your budget. Some common methods of allocating indirect costs are based upon time, space, units of service or percentage of funding. OCFS will reimburse the federally approved rate up to a maximum of 15% of the grant award. Any cost which is budgeted completely or partially, as a direct cost, may not be part of the budgeted indirect costs.

If your agency does not have an approved indirect rate as described above, you must direct charge these costs in the appropriate budget category. All costs included in the direct cost categories must be directly attributable to the project. State Finance Law and Generally Accepted Accounting Principles require that any expense incurred over more than one funding source or program must be charged proportionately, and the method of allocation must be documented.

### **Non-Allowable Use of Funds**

The following are items that cannot be included as funded costs within the program budget:

- capital expenditures such as acquisition, construction or structural renovation of facilities (general maintenance costs are allowed) ;
- advertising costs, except for recruitment of project personnel, program outreach and recruitment of participants, or the procurement of scarce items;
- entertainment costs, including social activities for program and staff, unless directly associated with the project;
- costs of organized fund raising;
- costs for dues, attendance at conferences or meetings of professional organizations, unless attendance is necessary in connection with the program;
- costs for preparation, review or submission of proposal to secure contract or continuation of current contract.

## AGREEMENT

**THIS AGREEMENT** made effective the \_\_\_\_\_ day of \_\_\_\_\_, (the Effective Date), by and between the County of Steuben, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business 3 E. Pulteney Square, Bath, New York, through its **Department**, the “COUNTY”, and \_\_\_\_\_ with an address of \_\_\_\_\_ hereinafter called the “Agent.”

### WITNESSETH:

**WHEREAS** the COUNTY has sought to procure \_\_\_\_\_ and

**WHEREAS** the COUNTY and Agent are desirous of entering into an agreement for said purpose; and

**WHEREAS** the Agent has the knowledge, skills, and experience necessary to perform these services.

**NOW THEREFORE**, in consideration of the mutual promises and covenants hereinafter contained the parties agree as follows:

**1. SCOPE OF WORK.** \_\_\_\_\_

- Accepted Bid, Attached, Appendix A-1
- Accepted Requests for Proposals, Attached, Appendix A-1
- Accepted Requests for Formal Quote, Attached, Appendix A-1
- Purchase of Goods Only

**2. TERM.** This Agreement shall begin on the Effective Date and continue through \_\_\_\_\_.

**3. CONSIDERATION.** Consideration paid by the County shall not exceed \_\_\_\_\_.

**4. COMPLIANCE WITH RULES, REGULATIONS AND LAWS.** It is mutually agreed that all rules, regulations and laws pertaining hereto shall be deemed to be part of this Agreement, and anything contained herein that may be in whole or in part inconsistent therewith shall be deemed to be hereby amended and modified to comply with such legislation, rules, regulations and laws, for and during such time the same shall be in effect, but at no other time. If any provision contained herein is found now or during the life of this Agreement to be null and void, in whole or in part as a matter of law, then said clause or part hereof shall be deemed to be severed and deleted from this Agreement leaving all other clauses or parts thereof in full force and effect. It is further agreed that there shall be no gap in the coverage or applicability of said remaining clauses or parts thereof.

The Agent agrees to the Standard Clauses for New York State Contracts attached hereto as **Appendix A**, to the extent that they apply to this Agreement, which are incorporated into this Agreement. \_\_\_\_\_

The Agent also agrees to comply with the Federal Driver’s License and Alcohol Testing Program requirements set forth in 49 CFR Part 40, and 49 CFR Part 382 – Controlled Substances and Alcohol Use and Testing.

**In acceptance of this Agreement, the Agent covenants and certifies that the Agent will comply in all respects with all Federal, State, County or other Municipal Law, the Steuben County Administrative Code, which pertains hereto regarding work on municipal contracts, matters of employment, length of hours, workers’ compensation and human rights.**

The Agent offering to provide services pursuant to this contract, as a consultant, joint venture consultant, subcontractor, attests that its performance of the services outlined in this contract has a written policy addressing sexual harassment prevention in the workplace and provides training, which meets the New York State Department of Labor's model policy and training standards, to all employees on an annual basis.

Furthermore, by submission of this Expression of Interest procurement document, each agent and each person signing on behalf of any agent certifies, and in the case of a joint submission each party thereto certifies its own organization, under penalty of perjury, that the submitter has and has implemented a written policy addressing sexual harassment prevention training to all of its employees. Such policy shall at minimum meet the requirements of Section Two Hundred One – g of the New York State Labor Law (NYS Labor Law § 201-g).

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and the U.S. Department of Transportation (DOT) Title VI regulations at 40 CFR Part 21, and are herein incorporated by reference and made a part of this contract or agreement.

5. **INSURANCE.** The Agent agrees to maintain insurance as specified by attached **Appendix B** and shall provide the Steuben County Risk Manager with a certificate of insurance naming Steuben County as an additional insured for purposes of coverage on a direct, primary, and non-contributory basis. All certificates of insurance shall provide that County be given a thirty (30) day notice of any intent to cancel coverage. Self-employed persons must carry such Worker's Compensation coverage as directed by the Steuben County Risk Manager.

6. **CONFIDENTIALITY.** Information relating to individuals who may receive services pursuant to this Agreement shall be confidential and maintained and used only for the purposes intended under this Agreement, in accordance with any applicable State or Federal laws, rules and regulations. The Agent specifically covenants and certifies that it will comply in all respects with the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Privacy Rule and the HIPAA Security Rule with respect to the Protected Health Information ("PHI") of clients of the County. For purposes of HIPAA, the Agent shall be referred to as a "Business Associate." **Any Agent who, as part of the work to be performed under this Agreement, will use, disclose or otherwise come into contact with PHI will be required to execute a Business Associate Agreement, which is hereby incorporated herein and made a part hereof.**

7. **CONFLICT OF INTERESTS.** The Agent hereby stipulates and certifies that there is no member of the Steuben County Legislature, or other Steuben County Officer, or employee forbidden by law to be interested in the Agreement directly or indirectly, who will benefit therefrom or who is a party thereto.

8. **LICENSES.** The Agent hereby agrees that he will obtain, at his own expense, all licenses or permits necessary for this work, if any are necessary prior to the commencement of said work and shall be solely responsible for paying any and all fines or penalties incurred as a result of any improper or unlicensed services.

9. **INDEPENDENT CONTRACTOR STATUS.** The Agent covenants and agrees that he will conduct himself consistent with his status, said status being that of an independent contractor and that himself, his employees or agents will neither hold themselves out as, nor claim to be an officer or employee of the County of Steuben, for such

purposes as, but not limited to, Workers' Compensation coverage, Unemployment Insurance Benefits, Social Security, Affordable Care Act, or Retirement membership or credit. The Agent shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement. For sole purposes of the HIPAA Privacy Rule, the Agent shall be considered a Business Associate.

**10. HOLD HARMLESS.** The Agent shall at all times defend, indemnify and hold harmless the County of Steuben and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise.

**11. 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 for the purposes of setoff any money due to the Agent under this Agreement up to any amounts due and owing to the County with regard to any contract with any County department, office or agency.

**12. AUDIT.** The Agent shall take such action, if applicable and as necessary and appropriate, to comply with the provisions of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200. In any event, the Agent shall provide the County with appropriate documentation should the County wish to conduct an audit relative to the expenditure of the funds pursuant to this Agreement.

**13. RECORDS.** The Agent shall submit to County upon request such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data that the County may request concerning work performed or to be performed under this Agreement. All books and records of the Agent shall be available upon request for inspection and/or audit by the County during the time hereof and for a period of six (6) years hereafter.

**14. EXAMINATION OF BUDGET AND APPROPRIATION OF FUNDS.** It is expressly understood by and between the parties that any and all payments made pursuant to the within contract may not be in an amount in excess of the sum appropriated therefore in the Budget. The Agent specifically acknowledges his responsibility to examine the Budget to assure himself that the within contract price complies with the amount appropriated therefore. The within contract shall be unenforceable, unless approved by a roll call vote of the Steuben County Legislature, should the contract price exceed the amount appropriated for the object purpose of the contract. The contract shall be deemed executory only to the extent of money available to the County of Steuben for the performance of the terms hereof and the County of Steuben beyond monies available thereof shall incur no liability on account for the purpose thereof.

**The preceding clause shall not apply to contracts for provision of services where the State of New York or the U.S. Government mandates the payment and/or amount thereof. In that event, the Department Head represents that there is a funding source sufficient to pay for services provided pursuant to the contract.**

The Agent agrees that the County shall have no liability under this Contract to the Agent or to anyone else beyond funds appropriated and available for this contract.

**15. ASSIGNABILITY.** This contract may not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the County of Steuben. To the extent assignment is granted in accordance with the terms of this paragraph, this Agreement shall be binding on the parties, their successors, heirs, and assigns.

16. **AMENDMENTS.** No waiver, modification, or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereto. A waiver of any breach hereof shall not prevent a forfeiture for any succeeding breach.

17. **ENTIRE AGREEMENT.** This Agreement contains the sole and entire Agreement between the parties relating to the services provided hereunder and shall supersede any and all other Agreements between the parties. Any other statements or representations made by either party are void and have no force or effect. Agreement shall be governed by the laws of the State of New York and any claims brought hereunder shall be brought in and under the jurisdiction of the State of New York. This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document with the original signatures of all parties.

18. **TERMINATION.** County may terminate this agreement at any time upon thirty (30) days written notice.

19. **CORPORATE COMPLIANCE.** The Agent has received a copy of the Steuben County Corporate Compliance Plan. Additionally, the Agent has reviewed and signed the Independent Contractor / Agents / Vendors Acknowledgement Form attached hereto as **Appendix C** and incorporated herein.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF STEUBEN

AGENT

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

*Approved as to Form:*

\_\_\_\_\_  
(Deputy) County Attorney

STATE OF NEW YORK )  
COUNTY OF STEUBEN ) ss:

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, \_\_\_\_\_, **Steuben County Department**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in their capacity with **Steuben County** and that by their signature on the instrument, the individual, or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )

COUNTY \_\_\_\_\_ ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) with \_\_\_\_\_ and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. person upon behalf of which the individual(s) acted, executed the instrument.

---

Notary Public

**Contract Description:**

SAMPLE

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

June 2023

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**STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in



accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.**

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business and Technology Development  
625 Broadway  
Albany, New York 12245  
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue 33rd Floor  
New York, NY 10017  
646-846-7364  
email: [mwbebusinessdev@esd.ny.gov](mailto:mwbebusinessdev@esd.ny.gov)  
<https://ny.newnyccontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.**

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

## Appendix B

### STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS

**Prior to commencement of work, delivery of services, acquisition of merchandise or equipment** a Certificate of Insurance and a policy endorsement covering items A, B & C must be delivered to the County Department responsible for the agreement, and to the County Risk Manager. A Certificate of insurance may be used to show coverage only.

**ITEMS:**

- A. Steuben County, 3 East Pulteney Square, Bath, N.Y., 14810 shall be named as an additional insured (for the purposes of coverage but not the payment of premium).
- B. **ACKNOWLEDGEMENT:** The insurance companies providing coverage acknowledge that the named insured is entering into a contract with Steuben County in which the named insured agrees to defend, hold harmless, and indemnify the County, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced will cover the liability assumed under the County-Contractor agreement.
- C. Prior to non-renewal, cancellation or a change of coverage on this policy, at least thirty (30) days advance written notice shall be given to Steuben County Risk Manager at Steuben County Offices, 3 Pulteney Square East, Bath, N.Y. 14810

**Workers' Compensation Coverage will be required for anyone doing any kind of work for Steuben County. This includes self-employed individuals. The Steuben County Risk Manager may waive this requirement. Proof of Workers' Compensation Coverage must be submitted on NYS Workers' Compensation Board Approved Forms.**

#### MINIMUM COVERAGES AND LIMITS ARE

TYPE OF CONTRACT	COVERAGES REQUIRED	LIMITS REQUIRED
PROFESSIONAL SERVICES	PROFESSIONAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED & NON OWNED	MINIMUM \$1,000,000
	WORKERS COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONSTRUCTION & MAINTENANCE	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE, (XCU HAZARDS)	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
ACQUISITION OF SUPPLIES OR EQUIPMENT	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PRODUCTS & COMPLETED OPERATIONS, CONTRACTUAL, BROAD FORM PROPERTY	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
COUNTY PROPERTY USED BY OTHERS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY LIQUOR LEGAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONCESSIONAIRE SERVICES LIVERY SERVICES MUNICIPAL AGREEMENTS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY LIQUOR	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY

Bid specifications, particular contracts, leases or agreements may require increased limits and or additional coverages. If there are questions, please contact the Steuben County Risk Manager 607-664-2104.

## APPENDIX C

### INDEPENDENT CONTRACTOR / AGENTS / VENDORS ACKNOWLEDGEMENT FORM

Steuben County has developed a Corporate Compliance Plan (the "Plan") that states that the County, its employees, contractors, and County Legislators will adhere to applicable federal, state and local laws and regulations and internal policies and procedures.

The Plan is a combination of policy and procedure that assists the County to monitor, detect and correct actions that are not in compliance with applicable laws or County policies and procedures.

As our Agent, we expect that you will act in compliance with the laws that are applicable to the County and in compliance with County policies and procedures that set forth the overarching principles for conducting County business with integrity based on sound ethical and legal standards.

As our Agent, we also expect you to report any suspected or potential violations of law or County policies and procedures of which you become aware by contacting the County Manager at (607) 664-2245, the Corporate Compliance Officer at (607) 664-2244, or our Corporate Compliance Hotline at (607) 664-2560.

As our Agent, we expect you to understand your role in the Plan and we expect you to review any policies and procedures that are applicable to you and your organization. You may contact the County Manager or the Corporate Compliance Officer for any questions or clarifications of your responsibilities.

As an Agent of the County of Steuben, I hereby acknowledge the following:

- I acknowledge that on behalf of myself and my organization that I have read, have had an opportunity to ask questions about and that I understand the policies and procedures of the Plan that are applicable to the services that are provided to the Planning department.
- I understand and agree that I and all those in my organization who provide services to Steuben County must comply with the Plan and all laws, regulations, policies, procedures and other guidance applicable to the services.
- I agree on behalf of myself and my organization to fully cooperate with the implementation of the Plan, to participate in any auditing or monitoring processes and to report any instances of possible violations of law, regulations or policies that are applicable to Steuben County of which I become aware.
- I acknowledge that Steuben County maintains a hotline for the purpose of receiving notifications of possible violations of law, regulation and the Plan.
- I understand that my failure to report any concerns regarding possible violations of law, regulations or the Plan may result in corrective action, up to and including termination of my agreement with Steuben County.
- I attest on behalf of myself, my organization, and my employees, that I am not currently excluded from participation in federal or state health care programs, am not the subject of any pending exclusion proceeding, and have not been adjudicated or deemed to have committed any action that

could subject me or my organization to exclusion from government programs such as Medicare or Medicaid.

- I will notify Steuben County within three (3) business days of receipt of notice of (a) exclusion or proposed exclusion from a state or federal health care program, or (b) adjudication or other determination that I, my organization, or the organization employees, have committed any action which could lead to exclusion from a government program.
- I acknowledge that I will be responsible to make the County whole for any federal or state imposed losses that were a result of federal or state exclusions of our agency or employees.
- I acknowledge that Steuben County may terminate my contract immediately upon notice that I or my organization has been excluded from participation in a state or federal health care program or that I or my organization have been adjudicated or determined to have committed an action which could subject it to mandatory exclusion.

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Agency Signature

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Print name

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Title

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Date