

COUNTY OF ORANGE

REQUEST FOR QUOTES
MENTAL HEALTH SPECIALTY EVALUATOR – SOCIAL SERVICES

ARTICLE I
INTRODUCTION

1. The County of Orange (“County”) seeks quotes from qualified, experienced individuals and entities to be the Mental Health Specialty Evaluator (“MH Specialty Evaluator”) for County’s Department of Social Services (“OCDSS”) and perform certain services in such capacity as more fully described in Article II below.
2. Questions about this Request for Quotes (“RFQ”) can be submitted in writing to Irene Kurlander, Deputy Commissioner of OCDSS with the subject line “Questions Re: RFQ for Mental Health Specialty Evaluator – Social Services” via email to IKurlander@orangecountygov.com **by no later than 4:45 p.m., EST, on August 25th, 2023.**
3. To be considered for a contract award under this RFQ, a completed Quote Form (included in this RFQ) together with the information and documentation specified in this RFQ (collectively, “Quote”) must be submitted to the attention of the Deputy Commissioner of OCDSS with the subject line “RFQ for Mental Health Specialty Evaluator – Social Services” via facsimile to (845) 291-4201 or via email to IKurlander@orangecountygov.com.

ARTICLE II
SPECIFICATIONS

1. **Qualifications.** By submitting a Quote in response to this RFQ, an offeror thereby confirms affirmatively to County at the time of submission of their Quote (and, if awarded a contract, throughout the term of such contract), that they (if an individual), or each individual who will be assigned to perform the services specified in this RFQ on its behalf (if an entity), possesses all qualifications required by applicable laws, rules, and regulations, each as may be amended from time to time, including, without limitation, those specifically set forth in subsections (a) – (e) below. **Verification of each must be provided to OCDSS with the Quote submitted in response to this RFQ (and periodically during the contract term, as applicable, if awarded a contract under this RFQ).**
 - (a) **Licensure and Registration.** Be licensed and currently registered as one of the following:
 - (i) a Mental Health Counselor in accordance with Article 163 of New York Education Law (“Education Law”) and Title 8 of New York Codes, Rules and Regulations (“8 NYCRR”) Subpart 79-9, each as may be amended from time to time, **OR**
 - (ii) a Marriage and Family Therapist in accordance with Education Law Article 163 and 8 NYCRR Subpart 79-10, each as may be amended from time to time, **OR**
 - (iii) a Creative Arts Therapist in accordance with Education Law Article 163 and 8 NYCRR Subpart 79-11, each as may be amended from time to time, **OR**

(iv) a Psychoanalyst in accordance with Education Law Article 163 and 8 NYCRR Subpart 79-12, each as may be amended from time to time, **OR**

(v) a Licensed Master Social Worker (LMSW) in accordance with Education Law Article 154 and 8 NYCRR Part 74, each as may be amended from time to time, **OR**

(vi) a Licensed Clinical Social Worker (LCSW) in accordance with Education Law Article 154 and 8 NYCRR Part 74, each as may be amended from time to time, **OR**

(vii) a Psychologist in accordance with Education Law Article 153 and 8 NYCRR Part 72, each as may be amended from time to time; **AND**

(b) **ATSA Membership**. Has an active clinical membership with the Association of Treatment of Sexual Abusers (“ATSA”) **OR** is currently working under the supervision of an ATSA clinical member and working toward conducting two thousand (2000) hours of direct clinical services (assessment, individual and/or group treatment) to individuals who engaged in sexual offending behavior as required by ATSA; **AND**

(c) **Abel Screening License**. Be a licensed AASI clinician; **AND**

(d) **Skills and Experience**. Possess each of the following:

(i) a working knowledge of sex offender evaluation and treatment and producing typed reports,

(ii) experience with electronic record keeping,

(iii) the ability to effectively communicate and interface with other professionals, OCDSS staff, and the public,

(iv) effective writing skills, and

(v) sound professional judgment; **AND**

(e) **Professional Business Entities**. If offeror is an entity, it is properly formed and licensed to perform the services specified in this RFQ as required by the New York State (“NYS”) Education Department and/or other state agencies with licensing or other regulatory jurisdiction.

2. **Scope of Services**. The successful offeror awarded a contract under this RFQ (“**Consultant**”) will be (if an individual) or will assign one or more qualified members of its staff to be (if an entity) the MH Specialty Evaluator for OCDSS and perform certain services in such capacity including, but not limited to, those identified in subsections (a) – (j) below (collectively, the “**Services**”).

(a) Perform full forensic sex offender evaluations of individuals age seven (7) years and older as referred by OCDSS within forty-eight (48) hours of receipt of each such referral. Such evaluations shall be conducted face-to-face and include a full mental health assessment using general psychological measures, sexual offense specific measures, and empirically supported risk assessment tools including the appropriate Abel Assessment. All evaluations shall be performed by a licensed professional who has experience in the treatment of sexual offenders.

- (b) Perform appropriate Abel Assessment outside of a full forensic sex offender evaluation as requested by OCDSS.
- (c) Perform additional assessments of referred individuals as appropriate within the field of forensic mental health.
- (d) Communicate with collateral sources pertaining to referred individuals when possible and as indicated.
- (e) Prepare a written evaluation/assessment report using the format prescribed by OCDSS for each referred individual which includes a diagnosis or diagnostic impression, prognosis, and recommendations for treatment and services in accordance with County policy and procedures. Each such report shall be delivered to OCDSS within thirty (30) calendar days of the conclusion of the subject evaluation or within such other timeframe as mutually agreed upon by OCDSS and Consultant.
- (f) Provide treatment for individuals referred by OCDSS including, but not limited to individual psychotherapy sessions and group treatment. All treatment shall be provided by a licensed professional who has experience in the treatment of sexual offenders.
- (g) Prepare a written treatment report using the format prescribed by OCDSS for each referred individual which includes the treatment and services performed and the individual's progress with same in accordance with County policy and procedures.
- (h) Appear in court to provide testimony with regard to the clinical opinion expressed in a written evaluation report or pertaining to treatment of a referred individual as necessary.
- (i) Attend and participate in related meetings and trainings as directed and scheduled by OCDSS and/or the NYS Office of Children and Family Services or any other governing or regulatory agency.
- (j) Respond to inquiries from OCDSS via phone and email in a timely fashion.

3. Service Hours/Units and Billing.

- (a) Consultant shall complete the Services within the timeframes specified by OCDSS. No additional time spent by Consultant will be compensated without prior written approval of OCDSS and, if such time exceeds the not-to-exceed cost reflected in the contract resulting from this RFQ, such approval will require a written amendment executed by the County Executive of County and Consultant. The volume of Services shall be agreed upon by OCDSS and Consultant for which compensation will not exceed the annual contract amount. County makes no guarantee as to the actual volume of Services that will be required under the contract resulting from this RFQ.
- (b) Cancellations by either Consultant or OCDSS must be made within twenty-four (24) hours prior to start of scheduled Services. If Services are cancelled with less than twenty-four (24) hours' notice by OCDSS, or the subject(s) of the scheduled Services do/does not attend, Consultant shall be entitled to bill and be paid for one (1) hour at Consultant's hourly rate reflected on Consultant's Quote Form for Item Number 5. In the event Consultant needs to cancel due to illness or an emergency, Consultant shall immediately notify the Commissioner of OCDSS or his/her designee.

(c) Consultant shall invoice OCDSS for Services performed with adequate supporting documentation as applicable in accordance with the terms and conditions specified in the contract awarded under this RFQ. Compensation shall be made only for Services performed and properly invoiced in accordance with the terms and conditions specified in the contract awarded under this RFQ.

4. Services Location(s). Services will be performed primarily in Goshen, New York; however, Consultant may be required to travel to other locations within Orange County as needed and requested by OCDSS during the contract term.

5. Regulatory Requirements.

(a) Consultant, if an individual shall comply, and if an entity shall require and ensure that each individual performing Services on its behalf complies, with the requirements of all applicable NYS and Federal laws, regulations, standards, and guidelines, including, without limitation, Article 15 of New York Executive Law (Human Rights Law), New York Civil Rights Law, and Federal Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act of 1973, as amended, and 45 CFR Parts 84 and 85, each as may be further amended from time to time.

(b) Pursuant to Title 18 of New York Codes, Rules and Regulations ("18 NYCRR") Part 358, as may be amended from time to time, the County will notify eligible applicants for, or recipients of Services of their right to a fair hearing to appeal the denial, reduction, or termination of Services, or the failure to act upon an application within the appropriate timeframes. The County will also inform applicants for, or recipients of Services, how to file a fair hearing request. The County will provide Consultant with copies of the fair hearing decision. Consultant shall, upon the request of County, participate in fair hearings and any appeals thereof as a witness when necessary for a determination of the issues.

(c) Consultant, if an individual shall comply, and if an entity shall require and ensure that each individual performing Services on its behalf complies, with the requirements of 18 NYCRR Part 357, as may be amended from time to time, pertaining to the safeguarding of information. Consultant shall comply, and shall ensure that its staff and its subcontractors, if any, complies, with any and all applicable Federal and NYS laws and regulations pertaining to disclosure of confidential information. Consultant shall require and ensure that all records containing individually identifiable information of referred individuals are kept in locked files or in rooms that are locked when the records are not in use with access provided only to those individuals authorized by applicable Federal and NYS laws, rules, and regulations, all as may be amended. Consultant shall further require and ensure that when said records are in use, they are maintained in such a manner as to prevent exposure to individual identifiable information to anyone other than the authorized party directly utilizing the record.

(d) Consultant must not make any subcontract for the performance of Services without the prior written approval of County. The assignment of Consultant's contract, in whole or in part, or of any money due or to become due under is void without the prior written approval of County. All authorized subcontractors are subject to Federal and New York State requirements governing purchase of services contracts including, but not limited to, Part 405, as may be amended from time to time. Consultant is fully responsible for the performance of all subcontractor(s).

(e) Consultant is fully informed of the penalties and fines for re-disclosures of Human Immunodeficiency Virus ("HIV")-related information in violation of NYS law and regulations, as

may be amended from time to time. Consultant (if an entity) shall ensure, in accordance with 18 NYCRR Part 403 and New York Public Health Law Section 2782, each as may be amended from time to time, that each individual performing Services on its behalf to whom confidential HIV-related information is disclosed as a necessity for providing Services are fully informed of the penalties and fines for re-disclosures in violation of NYS law and regulations, as may be amended from time to time. Consultant shall require and ensure that any disclosure of confidential HIV-related information is accompanied by a written statement, as follows:

This information has been disclosed to you from confidential records which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.

ARTICLE III **TERM**

1. County anticipates that the term of a contract resulting from this RFQ will be for a period of one (1) year, commencing on/about July 1, 2023 ("Initial Term"). County reserves the right, exercisable in its sole discretion, to renew the contract term for up to three (3) additional periods of one (1) year (each, a "Renewal Term") under no less favorable terms and conditions as the terms and conditions set forth in the contract.
2. Upon expiration of the Initial Term or any Renewal Term, if such renewal option is exercised by County as stated above, such term may be unilaterally extended by County for an additional period of up to two (2) months under no less favorable terms and conditions as the terms and conditions set forth in the contract. With the concurrence of Consultant, such short-term extension may be for a period of up to three (3) months in lieu of the up to two (2)-month period. Any such short-term extension shall be referred to as the "Extended Term."

ARTICLE IV **PRICING**

1. Each offeror responding to this RFQ shall state its proposed pricing to perform the Services on the Quote Form (included in this RFQ).
2. Consultant shall bill all Services performed under a contract resulting from this RFQ as specified in Article II, Section 3 of this RFQ.
3. The pricing set forth on Consultant's Quote Form shall remain firm for the entire Initial Term with no adjustments allowed. No less than one hundred and twenty (120) calendar days in advance of the expiration of the Initial Term, and of each Renewal Term thereafter, if any, as applicable, Consultant may submit a written request to OCDSS for a price adjustment to be applied to the immediately succeeding Renewal Term, if renewal is elected by the County. All price adjustment requests will be reviewed by, and are subject to the prior approval of OCDSS. OCDSS retains the absolute right to (a) reject any price adjustment request in total if OCDSS determines, in its sole discretion, that the requested price adjustment is unreasonable; (b) accept and agree to the requested price adjustment without

modification; or (c) negotiate a mutually acceptable price adjustment with Consultant. The failure of Consultant to request a price adjustment as set forth in this Section 3 of Article IV will result in the cost from the Initial Term or the immediately prior Renewal Term, as applicable, continuing for the duration of the immediately succeeding Renewal Term, if any. In the event of an Extended Term, the price from the immediately preceding Initial Term or Renewal Term, as applicable, shall apply throughout the duration of such Extended Term, with no adjustment.

ARTICLE V **CONTRACT DOCUMENTS**

1. Consultant will be required to execute the following contract documents, each substantially in the form included in the Appendix to this RFQ:
 - (a) Consultant Services Agreement ("CSA"), and
 - (b) Business Associate Agreement ("BAA").
2. The terms and conditions contained in this RFQ will be incorporated in and made a part of the CSA.
3. If an offeror wishes to propose an exception to any provision of the CSA and/or the BAA, it must specifically state each such exception in a letter addressed to the County Attorney on the letterhead of offeror's legal counsel and include same in its Quote submitted in response to this RFQ. An offeror's failure to state any exception(s) as provided in this Section 3 of Article V shall be deemed an acceptance by said offeror of all terms and conditions of the CSA and BAA. Any and all stated exceptions to the CSA and/or the BAA are subject to negotiation and final approval by the County Attorney. If exceptions are not stated as provided in this Section 3 of Article V, but are later raised during contract negotiations, the County reserves the right to cancel the negotiations if deemed to be in the best interests of the County and start negotiations with the next highest rated offeror without advertising for new Quotes.

ARTICLE VI **GENERAL TERMS AND CONDITIONS**

1. Procurement Lobbying Law Restricted Period for Communications. Pursuant to NYS State Finance Law §139-j and §139-k, this RFQ includes and imposes certain restrictions on communications between County and an offeror during the procurement process. Offerors are restricted from contacting other than designated staff from the earliest notice of intent to solicit offers through final award and approval of the procurement contract by the County Executive (referred to as "Restricted Period") unless it is a contact that is included among certain statutory exceptions set forth in NYS State Finance Law §139-j(3)(a). County employees are required to obtain certain information when contacted during the Restricted Period. The designated staff contact for this RFQ is Irene Kurlander, Deputy Commissioner, telephone number (845) 291-4553. Offerors responding to this RFQ must familiarize themselves with these NYS State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the Quote Form (included in this RFQ).
2. Insurance Requirements. During the term of a contract resulting from this RFQ, or longer if required, Consultant shall maintain, at its expense, workers' compensation, disability, and liability insurance policies of the types and minimum coverages specified in the CSA. Certificates of insurance evidencing Consultant's compliance with these requirements shall be required prior to execution of a contract by County.

3. Pay-to-Play Law. Please be advised that this solicitation is subject to Orange County Local Law 13 of 2013 the "Pay-to-Play Law," as amended. Pay-to-Play Forms are included in the Appendix to this RFQ. An offeror must include a completed and signed Pay-to-Play **Form A** with its response to this RFQ. A completed, signed, and notarized Pay-to-Play **Form B** must be submitted by Consultant prior to the County's execution of any contract documents. **Please Note** – Due to an exemption in the Pay-to-Play Law, Government Entities and School Districts do not need to complete Pay-to-Play forms.

4. Freedom of Information Law. Pursuant to Article 6 of NYS Public Officers Law, commonly referred to as NYS Freedom of Information Law ("FOIL"), all government records are presumptively open for public inspection unless specifically exempted from disclosure under FOIL. Any applicant who has a good faith belief that information contained their application is exempt from disclosure under FOIL must, at the time of its submission, request the exemption in writing, setting forth the basis for the claimed exemption. In addition, the applicant must mark each page of their submission claimed to be exempt from disclosure under FOIL with the following legend: "**THE OFFEROR BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW.**" Neither an applicant's classification of materials as exempt under FOIL, nor the County's acceptance of applicant's application with the claimed exemption(s), should be considered a final determination as to whether the designated materials are exempt from disclosure under FOIL. Any and all determinations as to the propriety of claimed exemptions will be made by the County and/or a court of law in accordance with applicable law.

ARTICLE VII SUBMISSION OF QUOTES

1. Unless otherwise noted below, each offeror responding to this RFQ must submit one (1) signed original (as applicable to the document type) of each of the items set forth in subsections (a) – (d) below.

(a) Quote Form with Pricing. Completed and signed Quote Form (included in this RFQ), which contains the offeror's proposed pricing to perform the Services.

(b) Qualifications.

(i) If offeror is an individual, provide a copy of offeror's resume/C.V. and copies of all licenses, certifications, and other documentation necessary to verify that offeror possesses each of the required qualifications identified in Section 1 of Article II of this RFQ.

(ii) If offeror is an entity, identify each individual who will be assigned to perform the Services on offeror's behalf if awarded a contract under this RFQ. Provide a copy of each such individual's resume/C.V. and copies of all licenses, certifications, and other documentation necessary to verify that each such individual possesses each of the required qualifications identified in Section 1 of Article II of this RFQ.

(c) References. Provide contact information (entity name, contact person name, address, telephone number, and email address) for at least three (3) professional references that are familiar with offeror's performance of services that are the same or substantially similar to the Services specified in this RFQ. References from governmental entities in NYS are preferable, but not required.

(d) Documents and Forms.

- (i) Completed and signed Disclosure of Prior Non-Responsibility Determinations (copy of instruction page not required),
- (ii) Completed and signed Iran Divestment Act Certification,
- (iii) Completed, signed, and notarized Certifications Regarding Lobbying,
- (iv) Completed and signed Non-Collusion Certification,
- (v) Completed and signed Pay-to-Play **Form A** (included in the Appendix to this RFQ – copy of instruction pages not required),
- (vi) Completed Supplier Application Packet (required prior to contract if offeror has not contracted with County in the last 12 months under its current individual/business entity name and identification number). The Supplier Application Packet is available at <https://www.orangecountygov.com/DocumentCenter/View/4424/Supplier-Application-Packet.pdf>, and
- (vii) If offeror is an entity, a copy of offeror's Certificate of Authority/Incorporation/Partnership/dba, etc., as applicable to such business entity.

2. Exception Letter (if applicable). If an offeror wishes to propose an exception to any provision of the CSA and/or BAA, it must include with its Quote a separate letter, on the letterhead of offeror's legal counsel, addressed to the County Attorney, specifically stating such exception(s) as discussed in Article V, Section 3 of this RFQ.

ARTICLE VIII
BASIS OF AWARD

- 1. Award of a contract, if any, shall be made to the highest scoring offeror resulting from the evaluation procedure described below.
- 2. A contract award, if any, will be made to responsible offeror whose Quote is determined to be in the best interest of County and in accordance with New York General Municipal Law § 104-b, taking into consideration the following criteria:

CRITERIA	POINT RANGE
2(a) <u>Qualifications and References.</u> Offeror's Quote (i) establishes that offeror possesses the required qualifications identified in Section 1 of Article II of this RFQ, (ii) demonstrates prior experience of offeror in performing the Services, and (iii) demonstrates competence and capability to perform the Services in a satisfactory manner.	0 – 60
2(b) <u>Pricing.</u>	40 Maximum Points
TOTAL MAXIMUM POINTS AVAILABLE	100

3. Each Quote will be scored against each criterion above using the rating scale below, in accordance with the weight given to the applicable point range for that criterion. The total scores for all criteria in each Quote will be known as an offeror’s final score.

CRITERIA	Points Awarded if Quote Does Not Meet Criterion Requirements / Expectations	Points Awarded if Quote Partially Meets Criterion Requirements / Expectations	Points Awarded if Quote Meets Criterion Requirements / Expectations	Points Awarded if Quote Partially Exceeds Criterion Requirements / Expectations	Points Awarded if Quote Exceeds Criterion Requirements / Expectations
2(a)	0	15	30	45	60
2(b)	A maximum of 40 points may be awarded. Pricing will be scored using the following formula: Maximum Points x (Lowest Proposed Pricing ÷ Pricing Being Evaluated) = Pricing Score				

4. If the evaluator or evaluation team determines, at their/its sole discretion, that interviews are in the best interest of County, responsive Quotes will be reviewed and scored as described above in a preliminary round to aid in determining whether all offerors, or just those with top scoring Quotes, will be interviewed. If interviews are held, the same review and scoring process described above will be repeated for those offerors interviewed, and any award made will be based on that secondary scoring round.

5. The submission of a Quote in response to this RFQ implies an offeror’s acceptance of the evaluation criteria and acknowledgment that subjective judgments must be made by in selecting a Quote. County reserves the right to waive any informality or reject any or all Quotes, with or without advertising for new Quotes, if deemed to be in the best interest of County.

**ARTICLE IX
ANTICIPATED RFQ TIMELINE**

1. Request for Quotes Circulated June 30th, 2023
2. Questions Due July 21st, 2023
3. Quotes Due August 25th, 2023

QUOTE FORM – PAGE 1 OF 2

Request for Quotes for Mental Health Specialty Evaluator – Social Services

Individual/Business Name: _____

Individual/Business Address: _____

Contact Person:

Name: _____ Phone: _____

Title: _____ Fax: _____

Email: _____

Does this business have a minority, women's, disadvantaged, or small business status? Yes No

If yes, please list the designation(s) and the certifying entity(ties): _____

Item #	Service Description	Pricing
1	Full Forensic Sex Offender Evaluation (includes Abel Assessment)	\$_____ per evaluation (includes written report)
2	Abel Assessment (outside Full Forensic Sex Offender Evaluation as requested)	\$_____ per assessment (includes written report)
3	Additional Forensic Mental Health Assessment (as appropriate)	\$_____ per assessment (includes written report)
4	Individual Psychotherapy Session (50 minutes)	\$_____ per session (includes written report)
5	Group Treatment (minimum 1 hour) per Participant	\$_____ per treatment (includes written report)
6	Court Appearance and Testimony (per hour for actual hours spent in court as required – no payment will be made for time spent preparing for such court appearances or traveling to/from court)	\$_____ per hour

The undersigned proposes to furnish and deliver the Services described in this **Request for Quotes for Mental Health Specialty Evaluator – Social Services** and the responding Quote to the County of Orange, at the prices stated on this Quote Form. The individual submitting this Quote on their own behalf or on behalf of the business entity noted above certifies by their signature below that,

- They understand and have complied with the requirements of NYS State Finance Law §§139-j and 139-k and will continue to do so throughout the Restricted Period;
- They have read and understand the full Request for Quotes cited above; and
- They are duly authorized to submit the Quote on behalf of the business entity noted above.

QUOTE FORM – PAGE 1 OF 2

Additionally, by submission of this Quote, the individual signing on their own behalf or on behalf of the business entity noted above certifies, and in the case of a joint Quote each party thereto certifies as to its own organization, under penalty of perjury, that the individual or business entity submitting this Quote has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of NYS Labor Law §201-g.

By: _____

Date: _____

Name: _____

Title: _____

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

See instructions on next page before completing this form

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above names individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____

Signature

Date: _____

Instructions for Completing the Offeror Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provisions of false or incomplete information to a Governmental Entity. The terms "Offeror" and "Governmental Entity" are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j(10)(b) and 139-k(3).

Instructions:

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals, requests for quotes, or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplemental or Change Order. This document must accompany each proposal, quote or bid submitted by all Offerors.

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 (“Act”), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services (“OGS”) developed a list (“Prohibited Entities List”) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). In accordance with SFL §165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to GML §103-g, by signing below, offeror certifies as true under the penalties of perjury that: By submission of this Quote each offeror and each person signing on behalf of any offeror certifies, and in the case of a joint Quote each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each offeror is not on the list created pursuant to paragraph (b) of subdivision 3 of SFL §165-a.

A Quote shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the offeror cannot make the certification, the offeror shall so state and shall furnish with the Quote a signed statement which sets forth in detail the reasons therefor. The County may award a contract to an offeror who cannot make the required certification on a case-by-case basis if:

- 1) 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 person 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
- 2) The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any Quote, contract, or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after a contract award.

DATE

SIGNATURE

BUSINESS NAME

NAME

TITLE

CERTIFICATION REGARDING LOBBYING

The undersigned parties, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosures Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ORANGE COUNTY

Date: _____

STEFAN ("STEVEN") M. NEUHAUS, County Executive

CONSULTANT

Date: _____

Signature

Title

ACKNOWLEDGMENT FORM

STATE OF NEW YORK)

) SS.:

COUNTY OF)

On this ____ day of _____, 20____, before me personally came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____, and that (s)he is _____ of _____, the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that (s)he signed his name thereto by like order.

NOTARY PUBLIC

NON-COLLUSION CERTIFICATION

- (a) By submission of this Quote, each offeror and each person signing on behalf of any offeror certifies, and in the case of a joint Quote 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 Quote 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 offeror or with any competitor.
 - (2) Unless otherwise required by law, the prices which have been quoted in this Quote have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly, to any other offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the offeror to induce any other person, partnership or corporation to submit or not to submit a Quote for the purpose of restricting competition.

- (b) A Quote shall not be considered for award nor shall any award be made where the provisions of subparagraphs (a)(1), (2), and (3) above have not been complied with; provided however, that if in any case the offeror cannot make the foregoing certification, the offeror shall so state and shall furnish with the Quote a signed statement which sets forth in detail the reasons therefore. Where subparagraphs (a)(1), (2), and (3) above have not been complied with, the Quote shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Quote is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that an offeror (1) has published price lists, rates, or tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (3) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph (a)(1) of this Non-Collusion Certification.

Any Quote hereafter made to any political subdivision of the state or any public department, agency or official thereof by an offeror for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such Quote contains the certification referred to in subparagraph (a)(1) of this Non-Collusion Certification, shall be deemed to have been authorized by the board of directors of the offeror, and such authorization shall be deemed to include the signing and submission of the Quote and the this Non-Collusion Certification as the act and deed of the corporation or other business entity submitting the Quote.

DATE

SIGNATURE

NAME

TITLE

BUSINESS NAME

APPENDIX TO RFQ

The following documents are attached to this RFQ:

1. Form Consultant Services Agreement,
2. Form Business Associate Agreement, and
3. Pay-to-Play Instruction Memo and Forms A and B.