MEDICAL EXAMINER TRANSPORT SERVICES FOR JEFFERSON COUNTY PUBLIC HEALTH

RFP #26-84

JEFFERSON COUNTY PURCHASING DEPARTMENT
HISTORIC COURT HOUSE, 195 ARSENAL STREET
WATERTOWN, NEW YORK 13601-2565
PH: (315) 785-3077
FAX: (315) 785-7591
Email: Bids@jeffersoncountyny.gov

Date of Notice: October 14, 2026

Notice to Proposers

Sealed Proposals will be received by the Office of the County Purchasing Department electronically via the Jefferson County Purchasing Department's webpage: https://www.jeffersoncountyny.gov/departments/Purchasing/OpenSolicitationsandBidOpportunities or in person or via mail at: Jefferson County, 195 Arsenal Street, Watertown, New York 13601, until **TUESDAY, NOVEMBER 10, 2026, AT 3:30PM, EST.,** for the following:

RFP #26-84 – MEDICAL EXAMINER TRANSPORT SERVICES FOR JEFFERSON COUNTY PUBLIC HEALTH

Proposals may not be submitted via fax or email, and Proposals received after this deadline will not be eligible for consideration.

Copies of this Proposal may be examined and copies obtained at the County Purchasing Department.

Completed proposals will be reviewed and evaluated by the County in anticipation of the awarding of a contract.

Jefferson County reserves the right to reject and or waive any and all proposals and to waive any irregularities in procedure.

All questions regarding this RFP should be submitted via the Jefferson County Purchasing Department's bid portal at https://vendors.planetbids.com/portal/69610/portal-home. Vendors must log in to their vendor profile to access or submit questions. Vendors may register for a vendor profile at any time at no cost.

MEDICAL EXAMINER TRANSPORT SERVICES FOR JEFFERSON COUNTY PUBLIC HEALTH
RFP #26-84
DETAILED SPECIFICATIONS

SECTION 1 - PURPOSE:

The County of Jefferson is seeking proposals from New York State licensed funeral directors to provide pickup of deceased persons from their places of death within Jefferson County and transportation to the Samaritan Medical Center morgue for temporary holding and/or for the Medical Examiner to conduct an autopsy. If for any reason an autopsy is necessary and the Medical Examiner is not available, the Contractor will provide transportation of the decedent to and from the Onondaga County Medical Examiner's Office (OCME); Guthrie Lourdes Hospital, Binghamton, NY; or another institution as deemed necessary by the Jefferson County Public Health department.

Jefferson County may issue a single award or multiple awards pursuant to this Request for Proposals and thus to develop a list of contractors from which all required services may be obtained.

The Jefferson County Medical Examiner's Office (JCME) in 2025 had 168 cases for which 95 received an autopsy or external exam. Of the cases, 119 required transportation from varying locations throughout the County to Samaritan Medical Center's (SMC) morgue. Trip totals are about 1 ½ - 2 ½ hours each. Mileage averages about 20 miles per case and, as with time, some are less and others are more. Transports could be a low of about 81 in 2016 to the high of 140 in 2022. Of the 95 cases in 2025 that received an autopsy or external exam, 34 cases required transport from Samaritan Medical Center (SMC) to and from the Onondaga County Medical Examiner's Office (OCME). Mileage is 140 miles roundtrip. Trip totals are about 2 ½ - 3 1/2 hours each. Transports currently average 43 cases annually which includes delivery of decedent and pickup of decedent on subsequent days. In addition, 35 cases were transported to Guthrie Lourdes Hospital in Binghamton, NY. Mileage is 288 miles roundtrip. Trip totals are about 6 ½ - 7 ½ hours each, which includes a wait time of ~ 2 hours in an attempt to avoid delivery and pickup of the decedent on subsequent days. The number of transports is dependent upon the availability of a Medical Examiner in Jefferson County.

- Body removal and transport services must be available 24 hours per day, 365 days per year. The transportation provider is contacted by the Jefferson County Dispatch, Law Enforcement or Medical Examiner staff for each case. Per JCME policy, the first call received should be notification of standby status. The second call received should be notification to respond.

- Response should be completed within one hour so as not to unnecessarily delay emergency and law enforcement personnel. At least thirty (30) minutes should be allowed from time of arrival to removal of the body from the scene.

- Services are provided at scenes throughout the geographical area of Jefferson County.

- An equipped vehicle suitable for transporting a deceased individual must be available and conform with NYS laws and regulations. Space in the back shall be adequate to hold a one or two-man stretcher along with the deceased. Hearses are not permitted as transport vehicles. Funeral home designation is not permitted on transport vehicles. Privacy screening for any back windows should be provided.

- Personnel used per transport would number from 1-2 depending on the type of stretcher used and location of the body. For most cases two are required. Personnel will be required to transfer a body from the scene to the stretcher and then accomplish the transport to SMC. Disposition at SMC will comply with morgue policies and procedures. Disposition at OCME and Guthrie Lourdes Hospital will comply with their policies and procedures. Personnel will need to meet health requirements, especially for TB and Hepatitis B. Practice of universal precautions is essential. Personnel must follow all current communicable disease guidelines.

- Besides responses during the day and to such sites as home or institutional settings, calls may need to be made evenings and nights, to difficult sites and during inclement weather conditions.

- CONTRACTOR represents that it is not a sectarian organization and does not have as one if its purposes the advancement of a particular religion. CONTRACTOR further represents and promises that funds received pursuant to this Agreement shall not be utilized for sectarian purposes and CONTRACTOR shall not engage in the promotion or advancement of any particular religious practices during the performance of its duties under this Agreement.

SECTION 2 - QUALIFICATIONS OF PROPOSER:

1. Each proposer shall meet or exceed the minimum requirements as follows to be considered for an award of this contract:

    a. Proposer shall be currently licensed by the State of New York as a funeral director.

    b. Proposer shall possess three years of experience working as a licensed funeral director in New York State.

    c. Proposer shall possess sufficient experience in performing removals, working in conjunction with Medical Examiners and/or Coroners.

    d. Proposer shall possess sufficient experience in crime scene removals.

    e. Proposer shall be available to provide services 24 hours per day, 7 days per week, including weekends and holidays.

2. With the proposal, each Proposer shall provide a statement of qualifications addressing the following items:

    a. Provide the name, a brief history and description of your firm.

    b. Provide a copy of your current New York State Funeral Director's license.

    c. Identify your professional staff members who will be involved in the County engagement. Briefly describe the pertinent experience that each possesses and identify the location from which each works and provide a resume from each.

    d. Provide the name and title of person(s) authorized to bind the Proposer in a contractual relationship with Jefferson County, and identify the main office address, telephone and fax numbers.

    e. Provide names, job titles and contact information for a minimum of three references who can attest to the quality of your work. References may be provided from the following or similar professions:

        - Medical Examiner
        - Medical Examiner or Coroner-other than Jefferson County
        - Law Enforcement Agency representative
        - Hospital or Morgue representative

    f. Provide any additional information that would distinguish your firm in its services to Jefferson County.

SECTION 3 - SCOPE OF SERVICES:

The Contractor shall be available at all hours of the day and night to transport deceased persons from the locations of death to the Samaritan Medical Center morgue.

The Contractor shall be able and willing to perform any removals as needed by the County Medical Examiner, including those which are difficult, complex and unpleasant.

Contractor shall arrive at the scene of a removal within one hour of the second notification by the County Dispatch Center, Law Enforcement or County Medical Examiner. Exceptions to the requirement will be made for travel during bad weather conditions or simultaneous ME transports.

Contractor shall provide two staff members to perform each removal. County Medical Examiner is not obligated to assist in physically moving the deceased, or in any other way in conducting the removal.

Contractor shall furnish all equipment and supplies necessary to perform these services, including, but not limited to: vehicles, stretchers and personal protective equipment and/or clothing. The County shall furnish body bags, bag locks and identification tags/bracelets.

a. Contractor shall maintain a sufficient inventory of supplies necessary to perform removals and shall bring any needed supplies to the scene of removal. If for any reason the Contractor does not have a needed supply upon reporting to the scene of a removal, the County Medical Examiner may, if able, furnish the needed supply and the County will deduct its own purchase cost of such item from the fee payable to the Contractor.

The Contractor shall complete a Transport Run Sheet for each removal which includes demographic information.

Contractor shall remain on the scene of a removal until such time as released by Law Enforcement or by the County Medical Examiner.

If directed to do so by the County Medical Examiner, the Contractor shall take custody of prescription medications of the deceased and shall transport them with the body to the Samaritan Medical Center morgue. It is preferred that Law Enforcement take custody of prescription medications.

The Contractor shall assist Law Enforcement or the Medical Examiner in documentation of possessions or valuables of the deceased.

Jewelry and personal effects will be removed from the deceased under the direction of the Medical Examiner and Law Enforcement and given to the next of kin. If the next of kin is not present or known, the Contractor may be required, at the Medical Examiner's discretion to transport the jewelry and personal effects with the remains to the morgue. The Contractor shall attach an identification bracelet/tag on each decedent. The body bag will be secured with a bag lock. The bag lock number will be noted on the Transport Run Sheet. The decedent's name shall also be visible on the outside of the bag.

The Contractor shall exhibit the highest degree of professionalism at all times and shall offer courtesy, respect and compassion to any family members and friends of the deceased who may be present at the removal. The Contractor shall respect the home and possessions of the deceased and family and shall use caution and care so as not to soil or damage the home, its contents and grounds.

The Contractor shall be familiar with appropriate conduct required for crime scene removals. The Contractor shall take all necessary actions to protect the integrity of the scene, including, but not limited to:

a. Providing and wearing protective clothing as necessary to prevent contamination of the scene.

b. Deferring to direction of Law Enforcement.

SECTION 4 - GENERAL STATEMENT OF SERVICES AND RESPONSIBILITIES:

A. In accordance with the provisions of this Agreement, upon oral request, utilizing appropriate vehicles along with properly qualified, trained and supervised personnel, CONTRACTOR shall provide SERVICES to cases designated by the Medical Examiner's Office (MEO).

B. CONTRACTOR shall initiate SERVICES for individual cases as soon as possible after receiving a request from the MEO. Jefferson County Dispatch or Law Enforcement. CONTRACTOR must verify that the Medical Examiner has been notified of the death prior to responding. CONTRACTOR shall render SERVICES 24 hours/day, 7 days/week through use of a 2 call system that allows for arrival within one hour.

C. CONTRACTOR shall maintain all vehicles used in the delivery of SERVICES under this Agreement in good repair and working order. Not by way of limitation of the forgoing, CONTRACTOR shall comply with any applicable State or Federal Laws and Regulations regarding the registration, inspection and/or repair of vehicles utilized to deliver SERVICES under this Agreement.

D. CONTRACTOR shall provide qualified personnel who are licensed to drive in New York State, who will wear a visible form of identification and who will treat cases and others involved in a courteous manner.

E. CONTRACTOR shall meet the applicable requirement set forth in 10 NYCRR Part 763.13 Personnel. Compliance with the Part 763.13 shall be fully documented by CONTRACTOR, which documentation shall be subject to inspection and verification by the MEP and NYSDOH upon request.

F. CONTRACTOR shall insure that CONTRACTOR'S principals and/or employees performing SERVICES under this Agreement satisfy all training required under Federal and New York State laws and regulations, and shall document compliance with such laws and regulations, which documentation shall be subject to inspection to PHS, NYSDOH and the federal government upon request.

G. Public Health Service (PHS), upon written request to CONTRACTOR, may examine the credentials of each employee or agent of CONTRACTOR who is to perform SERVICES under this Agreement in order to determine the qualifications of each such individual. Upon written request and with good cause, CONTRACTOR shall disqualify those determined by PHS to be inappropriate for the performance of SERVICES under this Agreement.

H. CONTRACTOR shall complete an annual performance review for its employee performing SERVICES under this Agreement which shall: (i) meet applicable federal and state requirements, (ii) allow input from PHS personnel, (iii) comprehensively and completely evaluate the competency of the employee and the performance of the employee in caring for cases, and (iv) be kept in the CONTRACTOR'S personnel files for the employee and available upon request to PHS, NYSDOH, and the federal government.

I. CONTRACTOR shall immediately notify the ME or designee in the event of an emergency which would preclude CONTRACTOR from rendering SERVICES as required under this Agreement.

J. CONTRACTOR agrees to abide by the case care policies, requirements for case care services and recordkeeping directives of PHS in providing SERVICES under this Agreement.

K. Within five (5) days of the date of execution of this Agreement, CONTRACTOR and MEO shall each designate an employee to coordinate CONTRACTOR'S delivery of SERVICES under this Agreement.

L. THE CONTRACTOR shall maintain and provide the MEO with a list of cases that documents SERVICES rendered by CONTRACTOR and submit an invoice monthly for services provided the previous month.

M. CONTRACTOR shall participate in case conferences upon request of the MEO, and may participate in such conferences upon CONTRACTOR'S request.

N. MEO and CONTRACTOR shall mutually exchange information relative to problems noted and any difficulties encountered as may be reasonably needed and requested concerning MEO SERVICES. Conferences may be necessary where issues of record confidentiality and case information are involved.

O. The Parties acknowledge and agree that the MEO shall retain sole authority and responsibility for the admission and discharge of cases to the Medical Examiner jurisdiction.

P. MEO, as the agency to which cases are admitted, retains ultimate responsibility for the coordination and provision of SERVICES. MEO shall supervise and evaluate the SERVICES rendered by CONTRACTOR. Notwithstanding the foregoing, the obligations of CONTRACTOR under this Agreement are not thereby limited, and CONTRACTOR remains fully responsible for all of its acts or omissions and those of its employees or agents in the rendering of SERVICES under this Agreement.

Q. If in the course of supervising CONTRACTOR'S provision of SERVICES under this Agreement, MEO should identify apparent incompetence or misconduct on the part of an employee of CONTRACTOR, a detailed written report shall be provided by MEO to CONTRACTOR reflecting the apparent incompetence or misconduct. CONTRACTOR will promptly investigate the matter, and, within a reasonable time under the circumstances, provide a written response to PHS reflecting the conclusion of the investigation and any remedial actions taken. Notwithstanding the foregoing, upon written request and with good cause, CONTRACTOR shall disqualify from performing SERVICES under this Agreement those of CONTRACTOR'S employee determined by MEO to be unqualified or incompetent to perform such SERVICES.

R. Where this Agreement is otherwise silent as to the standards of care or procedures to be followed by CONTRACTOR in rendering SERVICES, such SERVICES shall be rendered in accordance with applicable codes, rules and regulations, or absent such codes, rules or regulations, in accordance with generally accepted standards of care in the community.

SECTION 5 - COST PROPOSAL:

Jefferson County may issue a single or multiple contracts pursuant to this Request for Proposals. The County Medical Examiner's office will submit services requests to awarded contractors starting with the lowest priced contractor. If the lowest-priced contractor is unavailable to provide service at the time of need, the next lowest priced contractor will be contacted. The process will continue as such until a contractor who is available to provide services is reached.

Contract pricing will be submitted as a firm fixed price per removal. OCME and Guthrie Lourdes Hospital will impact this.

Provide any other relevant information that will assist the County in evaluating your Proposal.

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PRICE PROPOSAL PAGE

JANUARY 1, 2027 THROUGH DECEMBER 31, 2029

PER TRIP WITHIN JEFFERSON COUNTY $_____

LOADED MILE OUTSIDE JEFFERSON COUNTY $_____/MILE

HOUR BILLABLE IN 15 MINUTE INCREMENTS IN EXCESS OF 1 HOUR WAITING **$_____/ HOUR**

JEFFERSON COUNTY WILL ASSUME THE COSTS OF BODY BAGS, IDENTIFICATION TAGS/BRACELETS AND BAG LOCKS.

JANUARY 1, 2030 THROUGH DECEMBER 31, 2030

PER TRIP WITHIN JEFFERSON COUNTY $_____

LOADED MILE OUTSIDE JEFFERSON COUNTY $_____/MILE

HOUR BILLABLE IN 15 MINUTE INCREMENTS IN EXCESS OF 1 HOUR WAITING **$_____/ HOUR**

JEFFERSON COUNTY WILL ASSUME THE COSTS OF BODY BAGS, IDENTIFICATION TAGS/BRACELETS AND BAG LOCKS.

JANUARY 1, 2031 THROUGH DECEMBER 31, 2031

PER TRIP WITHIN JEFFERSON COUNTY $_____

LOADED MILE OUTSIDE JEFFERSON COUNTY $_____/MILE

HOUR BILLABLE IN 15 MINUTE INCREMENTS IN EXCESS OF 1 HOUR WAITING **$_____/ HOUR**

JEFFERSON COUNTY WILL ASSUME THE COSTS OF BODY BAGS, IDENTIFICATION TAGS/BRACELETS AND BAG LOCKS.

CONTRACTOR shall render monthly itemized statements to PHS setting forth in such a form as PHS shall reasonably require the SERVICES delivered, dates provide, applicable rates and amount due, and same shall be paid, after PHS approval and COUNTY audit, directly to CONTRACTOR within thirty (30) days thereafter (dependent on the Audit Schedule), but no later than forty-five (45) days. All necessary records shall be maintained as will fully document each transaction and shall be kept in accordance with sound accounting practices.

COMPANY NAME: _____ DATE_____

INSTRUCTIONS TO PROPOSERS

A. DOCUMENTS

A complete set of documents shall be used to prepare a response to this request. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of the documents which make up this request. A complete set of documents may be examined or obtained from the Jefferson County Purchasing Department. If submitting by mail or in person, proposals should be in a sealed envelope marked with the name of the RFP and the words "SEALED PROPOSAL" written on the outside of the envelope. Please submit two (2) copies - one (1) original unbound and one (1) copy.

B. GENERAL INFORMATION

An RFP defines the situation for which the services are required, how they are expected to be used and/or problems that they are expected to address. Proposers are invited to submit solutions which will result in the satisfaction of the County's objectives in a cost-effective manner. The proposed solutions are evaluated against a predetermined set of criteria of which price may, but may not always be the primary consideration.

The County has endeavored to incorporate within these specifications all the elements which it reasonably anticipates will be required to accomplish the intended objectives set forth in this Request for Proposal. In submitting a proposal, the Proposer is agreeing to provide services consistent with these specifications. Anything not specifically noted but deemed necessary for the operation of the proposal solution should be included in all proposals. If a Proposer identifies an additional element which in its judgement would be essential to accomplish the intended objectives of this RFP, the Proposer should explain in detail why the County should consider including this element within the Request for Proposals. Conversely, if a Proposer identifies a task in the RFP which could be modified or deleted without impacting the objectives of the RFP, the Proposer should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject the addition, deletion or modification of an element of these specifications.

Formal requests for clarification or questions regarding this Request for Proposal should be submitted via email to the Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, New York 13601, at bids@jeffersoncountyny.gov. Any information given to a Proposer in response to a formal request will be furnished to all Proposers as an amendment to this solicitation if such information is deemed necessary for the preparation of uniform proposals. Only such amendments when issued by the County Purchasing Department will be considered as being binding on the County. Verbal explanations or instructions given by a County employee, consultant, etc, to a Proposer regarding this solicitation shall not be binding on the County, and shall be considered informal unless confirmed in writing by the Purchasing Department. The County will issue no response to any request for clarification received later than ten (10) days prior to the proposal due date.

PLEASE NOTE THAT THE COUNTY WILL NOT PROVIDE VERBAL RESULTS OF ANY RFP. REQUESTS FOR COPIES OF THE FINAL AWARD OR RELATED DOCUMENTS MUST BE SUBMITTED IN WRITING (EMAIL IS ACCEPTABLE) TO THE JEFFERSON COUNTY PURCHASING DEPARTMENT ATBids@jeffersoncountyny.gov RESPONSES WILL BE PROVIDED AS SOON AS POSSIBLE.

While it is the County's express intention to issue a fair and competitive document, the County reserves the right to waive specific requirements of this solicitation when such waiver is deemed to be in the County's best interest. This Request for Proposal does not commit the County of Jefferson to award a contract or pay any costs incurred by a Proposer in the preparation of a proposal. Any Proposer who submits a proposal in response to this solicitation does so at their own expense including attendance at subsequent meetings to discuss their proposal.

C. EVALUATION – AWARD

All proposals received in response to this RFP will be evaluated to determine if they are complete and meet the requirements specified in this RFP. After determining that a proposal satisfies the requirements stated in the RFP, a comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the

published evaluation criteria will be made using subjective judgement. The award of a contract shall be based on the best proposal received in accordance with the evaluation criteria described below, and whose offer is judged to be the most advantageous to the County. If needed, additional information, and/or interviews may be requested.

Proposal will be evaluated based on the following criteria:

- Technical Response – Demonstration of a clear understanding of the project and the approach and completeness of meeting the requirements.
- Proposer Experience – Proposer's qualifications, experience, ability, and track record on providing similar services.
- Project Management and Support - Project management methodologies, quality assurance, and support.
- Ability to deliver high quality services consistent with the project requirements at a reasonable cost
- The Proposer's Fee

The County of Jefferson reserves the right to accept or reject any or all proposals, (in whole or in part), received to waive any technical defect, qualification, omission, informality, or irregularity, to negotiate with all qualified Proposers, or to cancel in part or in its entirety this Request for Proposal if it is deemed in the best interests of the County to do so.

The County of Jefferson may award a contract based upon the proposals received without discussion of such proposals with Proposers. Each proposal should therefore be submitted with the most favorable terms the Proposer can make to the County.

D. QUALIFICATIONS

Each Proposer must be prepared to present satisfactory proof of his capacity and ability to successfully complete the requirements of this solicitation.

The County reserves the right to make whatever investigations or inquiries necessary to determine the competency and ability of any Proposer to complete the requirements of this solicitation. A review may include but not be limited to inspection of the Proposer's facilities and equipment, references or previous contract performance with the County or others.

E. DISQUALIFICATION

The County reserves the right to reject any proposal for any of the following reasons:

- Failure to satisfy the requirements of this RFP.
- Failure to settle outstanding bills for labor or materials related to previous contracts with the County.
- The Proposer defaulted under previous contracts with the County.
- If it is determined that the Proposer is already obligated for the performance of other work which would delay the commencement, prosecution, or completion of the services required.
- Lack of sufficient personnel, assets, or financial resources necessary to provide the services successfully as revealed by either financial statements or experience.
- Evidence of Collusion among Proposers.
- The Proposer cannot satisfy the County as to ability to perform.

F. NO MISUNDERSTANDING

Prior to submission of a proposal, it is the responsibility of each Proposer to become familiar with the requirements of this RFP. No Proposer may plead misunderstanding or deception because of the misinterpretation of estimates, scope of work, or other issues related to this request.

G. FORM OF CONTRACT

The County intends to issue its own contract or a formal Purchase Order(s) to initiate and authorize the services included in this RFP. The final contract will involve, at a minimum, the terms and conditions set forth in this Request for Proposal including the general conditions, and may include those reflected in the specific proposal submitted. The content shall be the exclusive source of the Proposer's rights and remedies and shall supersede any and all prior writings, negotiations or agreements of any kind.

The Terms and Conditions that govern all Purchase Orders issued by Jefferson County are available on the Purchasing Department link of the County's Website at www.jeffersoncountyny.gov.

H. CANCELLATIONS

The County of Jefferson retains the right to cancel the contract resulting from this RFP without cause provided the Contractor is given at least thirty (30) days notice of intent to cancel. This provision should not be understood as waiving the County's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. The County shall have the right to postpone, suspend, abandon, or terminate the contract and such action shall be in no event deemed as breach of contract. In the event of any termination, postponement, delay, suspension, or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of the contract, including, but not limited to guarantees, warrantees, plans, and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County and shall fix the value of the work which was performed by the Contractor prior to postponement, suspension, abandonment, or termination of the contract. This clause does not apply if the contract contains other provisions applicable to the postponement, suspension, or termination.

In the event that the County chooses to discontinue this contract by either termination or not extending the contract, the Proposer will remove all its equipment from the facilities without charge. The removal of equipment and disconnecting of service process will occur during the implementation of the new system with minimal interruption of services to this facility. It will be necessary that the incumbent vendor cooperate with the new vendor during the implementation of the new system.

I. CONTRACT TERM

The initial contract term shall be for a period of January 1, 2027 through December 31, 2029. If mutually agreed between the County and the Vendor, the contract may be renewed under the same terms and conditions for an additional two 2 year(s) not to exceed a total contract term of "5" years. Notice of intent to renew will be provided to the contractor generally within ninety (90) days prior to the expiration date of the current contract. This notice shall not be deemed to commit the County to renew the contract for the renewal period until such time as the County takes official action (generally by issuing a formal Purchase Order) to commit to such renewal. The County may issue new RFP for a replacement contract at any time during the term of the initial contract if deemed necessary by the County to do so.

J. CONTRACT PRICE ADJUSTMENTS

Unless agreed otherwise, the pricing for each year after the initial Term of the Agreement and each year of each renewal of the Agreement shall be determined as the immediate prior year price plus a price escalator based upon the U.S. Department of Labor, Bureau of Labor Statistics Urban Consumer Price Index-All Urban Consumers U.S. In addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for the renewal term. The price escalator shall be the latest semi-annual CPI-U identified above published prior to each annual anniversary. This escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the initial Term.

GENERAL CONDITIONS

In submitting a proposal, a Proposer agrees to be bound by the requirements set forth in the following general conditions. Whenever reference is made to the term "contractor" this shall include the party with whom the County has entered into an agreement, as well as any subcontractors whom the Proposer has engaged to complete portions of this Contract.

A. The Proposer certifies that the price proposal has been identified independently, without collusion, consultation, communication or agreement for the purposes of restricting competition or any matter relating to such prices with any other Proposer or Competitor.

B. No employee of Jefferson County has any direct or indirect interest in the award of a contract for he services set forth in this Request for Proposal. The Proposer warrants to the best of his knowledge and belief there are no relevant facts or circumstances which could give rise to an organizational conflict of interest as herein defined, or that the Proposer has disclosed all such relevant information to the County. An organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction of future activities, either result in an unfair competitive advantage to the Proposer or impair a Proposer's objectivity in performing the work for the County. The Proposer agrees that if any actual or potential organizational conflict of interest is discovered after the award, the Proposer will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Proposer has taken or proposes to take after consultation with the County to avoid, litigate, or minimize the actual or potential conflict. The County may terminate the contract in whole or in part if it deems such termination necessary to avoid an organizational conflict of interest. If the Proposer was aware or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, the County may terminate the contract or pursue such other remedies as may be permitted by the law or the contract.

   The County may terminate any agreement if it is determined that gratuities in the form of entertainment, gifts, or otherwise were offered or given by a Proposer or representative to any County official or employee. The County may also terminate any contract if it is determined that the successful Contractor engaged in any other illegal or improper scheme that may imply favoritism or unfairness incidental to the solicitation process or the performance of the agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate the agreement and/or exercise any other remedy available to it under existing law.

C. It is agreed that the successful Contractor will be responsible for any loss, personal injury, death, or other damage that may be done or suffered by reason of the Contractor's negligence, or failure to perform any of the obligations defined by this RFP, and the Contractor hereby agrees to defend, indemnify and save the County harmless for any loss, cost, damages and other expenses suffered by the County by reason of the Contractor's negligence or failure to perform any of the set obligations. The Contractor agrees to defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions. The negligence of any agent, servant or employee of the Contractor is deemed to be negligence of the Contractor within the meaning of this paragraph.

D. Proposers may utilize subcontractors to complete the project provided that the Proposer is required to provide any information concerning such subcontractors requested by the County. In the event that a contract is awarded to a Proposer choosing to utilize a subcontractor, the successful Proposer will be responsible for ensuring that the subcontractors meet the requirements of this Request for Proposal and the contract between the County and the successful Proposer.

E. It is understood that the successful Proposer is an independent Contractor and shall not be considered an agent of the County, nor shall any of the Proposer's agents or employees be considered subagents for the County.

F. The successful Proposer shall without additional expense to the County be responsible for complying with any and all applicable laws, codes, and regulations in connection with the goods and services identified in this proposal. The County fully complies with the regulatory requirements, spirit, and intent of Affirmative Action and Equal Opportunity Employment. The successful Proposer agrees to comply with the non-discrimination and employment practices as required by applicable State and Federal laws and regulations regarding employment discrimination. The Proposer assures the County that in accordance with applicable law: it does not and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious beliefs, sexual preference or handicap. The Laws of New York State shall apply in construing any and all provisions of the RFP and resulting agreement.

G. Pursuant to the provisions of Section 109 of the General Municipal Law, no Proposer to whom a contract is awarded shall assign, transfer, convey, subcontract, or otherwise dispose of all or part of such contract, or of his right, title, and interest herein, including the performance of the contract or the right to receive monies due, or to become due, or of his power to execute the contract without the prior written consent of the Jefferson County Purchasing Department. In the event the Proposer shall, without prior written consent, assign, transfer, convey, subcontract or otherwise dispose of the contract, or of his right, title, and interest herein, including the performance of the contract, or the right to receive monies due, or to become due, or his power to execute such contract, to any other person or corporations or upon receipt by Jefferson County of an attachment against the Proposer, the County of Jefferson shall be relieved and discharged from any and all liability and obligation growing out of such contract to such Proposer and the person or corporation to which such contract shall have been assigned, his assignees, transferees, or sublessee shall forfeit and lose all monies theretofore assigned on this contract, except so much as may be required to pay his employees.

H. The exclusive means of disposing of any dispute arising as a result of contract award which is not disposed of by agreement, shall be decided in a New York State Court of competent jurisdiction located within Jefferson County. There shall be no right to binding arbitration. Pending final resolution of the dispute, the successful Proposer must proceed diligently with contract performance. The Proposer waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain, and any money requested must be fully supported by all documentation acceptable to the County.

The performance of work under the contract may be terminated by the County in whole or in part, effective upon receipt of notice whenever the successful Proposer defaults in performance of the contract, or fails to make progress in prosecution of the contract work, or endangers such performance and fails to secure such default within a ten (10) day period after receipt of notification from the County specifying the default.

I. Insurance Requirements: : In order to be considered for selection to provide the services requested by this solicitation, the company submitting a proposal must agree to not limit professional, general, or other liability to an amount less than the limits of the required insurance coverage stipulated in this document.

CONTRACTOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Professional Liability Insurance, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A(-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to CONTRACTOR resulting from this Agreement. Commercial General Liability shall include personal injury liability.

The COUNTY, its officers, employees, and agents shall be named as additional insureds on a primary and non-contributory basis on CONTRACTOR'S Commercial General Liability and Motor Vehicle Liability policies. In addition, a waiver of subrogation shall apply in favor of the COUNTY, its officers, employees and agents on CONTRACTOR'S Commercial General Liability, Motor Vehicle Liability and Professional Liability policies.

It is further understood that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of CONTRACTOR and not those of the COUNTY.

Notwithstanding anything to the contrary in this Agreement, CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by CONTRACTOR shall not in any way limit CONTRACTOR's liability under this Agreement.

Type of Coverage	MINIMUM Limits of coverage
Workers' Compensation and NYS Disability	Statutory
Business Automobile Liability (Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)	$1,000,000 Combined Single Limit
Commercial General Liability, (including Broad form contractual Liability, combined bodily injury and property damage)	$1,000,000 Each Occurrence $2,000,000 General Aggregate Limit $2,000,000 Products-Completed Operations $1,000,000 Advertising/Personal Injury $5,000 Premises Medical Payment
Professional Liability	$2,000,000 Aggregate $1,000,000 Each Claim

If CONTRACTOR fails to procure insurance for the COUNTY as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by COUNTY, and their respective insurers, which would have otherwise been paid by the CONTRACTOR'S required insurance.

Each policy of insurance required herein shall be specifically endorsed to provide that in the event of cancellation, non-renewal, or material change on the part of the insurer, prior written notice shall be provided to COUNTY in accordance with the terms of the CONTRACTOR'S policy. The inclusion of such endorsement shall be confirmed on the certificates of insurance required herein.

At the time of execution of this Agreement, and upon each policy renewal, CONTRACTOR shall submit to COUNTY certificates of insurance evidencing CONTRACTOR's compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors. The CONTRACTOR shall furnish the appropriate ACORD Form Certificate of Insurance to COUNTY to evidence all coverage set forth above except Workers' Compensation and Disability Insurance. **A copy of the additional insured and waiver of subrogation endorsement forms must be submitted with the insurance certificates.**

Workers' Compensation coverage must be evidenced by Form C105.2 or New York State Insurance Fund Form U26.3. Disability Insurance coverage must be evidenced by Form DB120.1.

REQUIRED EXTENDED REPORTING COVERAGE FOR CLAIMS BASED POLICIES

In the event that CONTRACTOR'S Professional Liability Policy is a "claims made" policy, and coverage thereunder is cancelled or otherwise not renewed, and such policy is not replaced with another "claims made" Professional Liability Policy which provides continuing, uninterrupted coverage, CONTRACTOR shall be required to purchase extended reporting coverage for a minimum of three (3) years after completion of all work required of CONTRACTOR under this Agreement.

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy (and regardless of whether it is part of the coverage provided under CONTRACTOR'S Professional Liability Policy or is a separate policy), and coverage thereunder is cancelled or otherwise not renewed, and such policy is not replaced with another "claims made" Commercial General Liability Policy which provides continuing, uninterrupted coverage, CONTRACTOR shall be required to purchase extended reporting products-completed operations coverage for a minimum of three (3) years after completion of all work required of CONTRACTOR under this Agreement.

REQUIRED MINIMUM RETROACTIVE DATE FOR CLAIMS BASED POLICIES

In the event that CONTRACTOR'S Professional Liability Policy is a "claims made" policy, the retroactive date for such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACORD Form Certificate of Insurance furnished to COUNTY.

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy (and regardless of whether it is part of the coverage provided under CONTRACTOR'S Professional Liability Policy or is a separate policy), the retroactive date for products-completed operations coverage under such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACORD Form Certificate of Insurance furnished to COUNTY.

J. Indemnification. CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, and its officers, employees and agents from and against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements), known or unknown, contingent or otherwise, whether incurred as a result of a claim by a third party or any other person or entity, arising out of or in any way related to: (a) the work or operations of CONTRACTOR in the performance of this Agreement; or (b) CONTRACTOR'S failure to comply with any of the provisions of this Agreement or of the Law. Insofar as the facts and Law relating to any claim would preclude COUNTY or its officers, employees or agents, from being completely indemnified by CONTRACTOR, COUNTY and its officers, employees and agents, shall be partially indemnified by CONTRACTOR to the fullest extent permitted by Law.
The acts or omissions of any party employed directly or indirectly by CONTRACTOR, shall be deemed to be that of CONTRACTOR for the purposes of the CONTRACTOR's obligations to defend, indemnify and hold harmless under this Section. The fact that a party so employed by CONTRACTOR is alleged to or is proven to have acted outside the scope of employment, agency or contract, shall not relieve CONTRACTOR of any of its duties under this Section.

K. The County is a duly authorized agent and shall have access to and have copies of the successful Proposer's records, including any books, computer tapes, discs or programs, or material pertaining to work performed under the contract at no cost to the County to determine or verify the compliance with all contractual conditions. The County shall be granted access to such records at all reasonable times during the contract period and for three (3) years thereafter.

L. By submission of a proposal under this solicitation, the Proposer agrees that the County has sixty (60) days acceptance time in which to award a contract. The County reserves the right to reject as non-responsive any offer that specifies less than sixty (60) days of acceptance time.

A Proposer may withdraw its proposal at any time prior to the submittal deadline by submitting a request to do so in writing to the County Purchasing Department. Any proposal received by the County and not withdrawn becomes an irrevocable offer for a period of sixty (60) days after the

submittal date. All signatures on proposals, amendments, and correspondence must be made by persons who are authorized to contractually bind the Proposers.

M. FOIL: Submission of a bid or proposal to Jefferson County shall be deemed consent for the proposal to be publicly identified, and the information contained therein shall be deemed a matter of public record unless such information is designated by the party submitting the bid or proposal as trade secrets or other information allowed to be kept confidential pursuant to the Public Officers' Law of the State of New York.

All material submitted in response to this RFP becomes the property of the County and will be considered public records after the award of the contract. Proposals shall not be shared with any competing offerors during the selection phase of this procurement; however, after award of the contract to the successful offeror, proposals received in response to this Request for Proposal may be subject to disclosure under a provision of the Freedom of Information Act. Information in proposals that is clearly identified as proprietary will not be disclosed at any time. Blanket statements that all contents of the proposal are confidential and proprietary will not be honored by the County. The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this RFP may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, Proposers should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its proposal:

> The information or data on pages_____ of this proposal, identified on the top thereof as "CONFIDENTIAL", contain financial, technical, or other information which constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. We request that the County use such information only for the evaluation of this proposal but we understand that the Authority must comply with the provisions of the New York State Freedom of Information Law (FOIL) and public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL", and to make no claim for any damages as a result of any such disclosure by the County pursuant to FOIL.
>
> In the event the County receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the Proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the Proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the County in making its determination as to whether disclosure is required under the law.
>
> "When submitting a proposal for consideration, unless otherwise noted, all proposers understand that Jefferson County may reject all submissions that are marked "confidential" either substantially or in their entirety (other than narrowly defined data considered a 'trade secret'. All submissions are considered non public information until the evaluation is complete and a Contract or Purchase Order is issued. At that point all submissions become public record."

N. Non-Appropriations Clause. The awarding of a contract for the work outlined in this Request for Proposal is subject to the appropriation of funds and approval by the Jefferson County Board of Legislators. Any agreement between the County and the successful Proposer shall be executory only to the extent of the monies appropriated therefore. Contract award decisions will be made public as soon as possible. Proposers should not assume that their proposal has been approved until the receipt of

official notification from the County of Jefferson. Neither this solicitation nor any representation by any public employee or office creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this solicitation.

In accordance with New York State General Municipal Law, the County of Jefferson will not be liable for purchases or contracts for goods or services for which funding is not available. As a result, the Vendor/Proposer agrees to hold the County harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the County. Issuance of a purchase order by the County indicates that the County currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Should it become necessary for the County to cancel a project or purchase after an order to proceed or purchase order has been issued, the County will only be liable for and the Vendor/Proposer agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

O. Iranian Energy Sector Divestment. Proposer hereby represents that said Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Proposer has not:

1. Provided goods and services of $20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified natural gas for the energy sector of Iran; or

2. Acted as a financial institution and extended $20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

Any 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 Proposer pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Proposer submitting a proposal in response to this Request for Proposals must certify and affirm the following under penalties of perjury:

1. "By submission of this proposal, each Proposer and each person signing on behalf of any Proposer 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 Proposer is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

   Jefferson County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

Except as otherwise specifically provided herein, any Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Proposer cannot make the certification as set forth in subdivision (a) above, the Proposer shall so state and shall furnish with the request 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 Proposal to any Proposer who cannot make certification, on a case-by-case basis under the following circumstances.

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 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

2. The County of Jefferson 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 Jefferson would be unable to obtain the goods or services for which the proposal is offered. Such a determination shall be made by the County in writing and shall be a public document.

P. Sexual Harassment. By submission of this RFP, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint RFP each party thereto certifies as to its own organization, under penalty of perjury, that the proposer 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 section two hundred one-g of the labor law. Where competitive solicitation is not required, state departments and agencies may, at their discretion, require the above certification.
A model policy and training has been created by the NYS Department of Labor and can be found here: https://www.ny.gov/programs/combating-sexual-harassment-workplace

Q. Reservation of Rights

The County reserves the right to:

1. Reject any and all proposals received in response to this RFP.
2. Withdraw the RFP at any time.
3. Award a contract under the RFP in whole or in part.
4. Disqualify any proposer whose conduct and/or proposal fails to conform to the requirements of the RFP
5. Seek clarification of proposals.
6. Prior to the opening, amend the RFP to correct errors or oversights or to provide additional information
7. Change any of the scheduled dates.
8. Waive any requirements that are not deemed to be material.
9. Negotiate with the successful proposer within the scope of the RFP and in the best interests of the County
10. Conduct contract negotiations with the next successful proposer, should the County be unsuccessful in negotiating with the selected proposer
11. Request best and final offers.

PROPOSAL CERTIFICATIONS

Firm Name: _____

Business Address: _____

Telephone Number: _____ Fax Number: _____

Email: _____ Federal ID Number: _____

I. General RFP Certification

The proposer certifies that he will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this RFP.

Any deviation to specifications is fully explained and attached. By signing and submitting this proposal for consideration to the County of Jefferson, the vendor acknowledges that they have read, understand, and agree to the specifications as presented without reservation or alteration.

Deviations: Yes _____ No _____

II. Non-Collusive Solicitation Certification

By submission of this RFP proposal, the proposer certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive solicitation is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the proposer and affirmed by such proposer as true under the penalties of perjury: Non-collusive solicitation certification.

A. By submission of this proposal, each proposer and each person signing on behalf of any proposer 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:
(1) The prices in this proposal 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 proposer 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 proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
(3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.

B. A proposal shall not be considered for award nor shall any award be made where A. (1)(2) and (3) above have not been complied with; provided, however, that if in any case the proposer shall so state and shall furnish with the proposal a signed statement which set forth in detail the reasons therefore. Where A.(1)(2) and (3) above have not been complied with, the proosal 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 proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
(1) The fact that a proposer (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

Printed Name of Signer _____
Authorized Signature _____
Title _____
Date _____

NON-PROPOSER'S RESPONSE

For purposes of maintaining accurate Proposer's lists and facilitating your firm's response to our invitation for proposal, the County of Jefferson is interested in ascertaining reasons for prospective Proposer's failure to respond to invitations for proposals. If your firm is not responding to this proposal, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the Jefferson County Purchasing Director, 195 Arsenal Street, Watertown, New York 13601. This form may be returned by mail or fax. Faxes may be sent to 315-785-7591. Failure to submit either a proposal or return this form will result in removal of your firm's name from our Proposer's lists. Thank you for your cooperation.

We are not responding to this invitation for proposal for the following reason(s)

_____ Items or materials requested not manufactured by us or not available to our company.
_____ Our items or materials do not meet specifications.
_____ Specifications not clearly understood or applicable (too vague, too rigid, etc.)
_____ Quantities too small.
_____ Insufficient time allowed for preparation of proposal.
_____ Incorrect address used. Correct mailing address is:

_____

_____

_____

_____ Our branch/division handles this type of proposal.
Correct name and mailing address is:

_____

_____

_____

_____ We are unable to submit a proposal at this time but would like to continue to receive invitations for proposals.

_____ We are unable to submit a proposal and wish to be removed from the Proposer's list.

NAME OF FIRM:_____
MAILING ADDRESS:_____
CITY/STATE/ZIP CODE:_____

BY:_____
Signature of Representative

DATE:_____

RFP Number: 26-84 RFP Name: MEDICAL EXAMINER TRANSPORT SERVICES FOR JEFFERSON COUNTY PUBLIC HEALTH

Attachment
Certification Pursuant to Section 103-g
of the New York State
General Municipal Law

A. By submission of this proposal, each Proposer and each person signing on behalf of any Proposer 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 Proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

B. A Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Proposer cannot make the foregoing certification set forth in Paragraph A above, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to whom the proposal is made, or his designee, may award a proposal, on a case by case basis under the following circumstances:

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 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

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

_____
Signature

_____
Title

_____ _____
Date Company Name