

## Instructions to Bidders

Each bid consists of 2 (two) files: the bid document and the legal appendices.

The following forms **only** must be **completely** filled out, and the **originals** returned no later than **11:00 a.m.** on the bid opening date to:

Purchasing Office  
Suffolk County Department of Public Works  
360 Yaphank Avenue – Suite 1B  
Yaphank, NY 11980-9645

1. **221B - Bid Request** – signed in ink. **PLEASE ENTER YOUR COMPANY NAME AND ADDRESS IN THE “TO” SECTION ON THE BID**
2. All **pages with pricing, wages and model numbers**, along with specifications for alternate bids
3. **SCEX Form 22** – Public disclosure statement – *must be notarized*
4. **SCPD-7 - Bid Certification**
5. **SCDP-8A - Local Business Certification**– *only if claiming local vendor preference*
6. **LHE-1 and LHE-2 – Lawful Hiring** – *must be notarized*

**All bids along with the above mentioned forms must be returned in a sealed envelope and clearly marked as follows:** (you may cut out the following and attach to your bid envelope)

|                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------|
| RUSH BID – P.A. <u>RAM</u><br>OPENING DATE <u>MAY 20, 2010</u> AT 11 A.M.<br>REQUISITION NO. <u>10/13125, 36</u> |
|------------------------------------------------------------------------------------------------------------------|

**Faxed or Electronic Submission will not be accepted**

Thursday, April 15, 2010

## BID REQUEST

REQ. #(s)

10/13125

MAIL OR DELIVER BIDS IN PERSON TO:

COUNTY OF SUFFOLK, N.Y.  
DEPT. OF PUBLIC WORKS, PURCHASING OFFICE  
360 YAPHANK AVENUE  
YAPHANK, NY 11980-9744  
PHONE: (631) 852-5196

36

### INVITATION

This is an invitation to submit sealed bids for furnishing the supplies and/or services specified below, subject to the conditions on this and the standard/special terms referenced. All bids must be returned in the envelope furnished herewith. Bids will be received at the office of the County Purchasing Unit and, where required, publicly opened there at 11:00 a.m. on Thursday, May 20, 2010

TO:

Delivery to: YAPHANK, NY 11980  
(All delivery charges must be included in your quotation)

Required DELIVERY date: STATE BEST

If you cannot comply with the required delivery date, write in here your best possible delivery: \_\_\_\_\_

Your terms: \_\_\_\_\_

For additional information call:

ROBIN A. MUDGE **Purchasing Technician**  
phone: 631/852-5202

### BIDDER'S ACCEPTANCE

1. The delivery date indicated is as required by the County. If you cannot meet it, cross it out and insert your own best delivery time.
2. All delivery charges are to be included in your quotation.
3. If this bid is accepted within \_\_\_\_\_ days from the bid opening date, the undersigned offers and agrees to furnish any or all of the items on which prices are quoted, at the price and delivery time indicated, subject to all the terms and conditions herein.
4. ALL BIDS MUST BE SIGNED IN INK.
5. Non-Collusive Bid Certification must be returned with this bid.
6. INCLUDE YOUR FEDERAL I.D.# \_\_\_\_\_

(Print Firm name)

(Authorized Signature)

(Print authorized name and title)

(date)

(FAX #)

(phone number)

Have you filed a County Form SCEX-22 (Local Law 14/1976) for the current calendar year? \_\_\_\_\_ (see item 10 on reverse side)

Email address: \_\_\_\_\_

THIS IS NOT AN ORDER

| COM. CODE | ITEM NO. | QTY | UNIT | DESCRIPTION                                              | UNIT PRICE | NET TOTAL |
|-----------|----------|-----|------|----------------------------------------------------------|------------|-----------|
| 68087     |          |     |      | COVERT SURVEILLANCE SYSTEMS<br>=====                     |            |           |
|           |          |     |      | AS PER ATTACHED SPECIFICATIONS                           |            |           |
|           |          |     |      | STATE BEST DELIVERY:<br>_____                            |            |           |
|           |          |     |      | MANUFACTURERS LISTED ARE FOR<br>REFERENCE PURPOSES ONLY. |            |           |

RAM/LAF

**SUFFOLK COUNTY  
DEPARTMENT OF PUBLIC WORKS  
PURCHASING OFFICE  
STANDARD BID TERMS AND CONDITIONS AND SPECIAL  
INSTRUCTIONS TO BIDDERS AS INDICATED**

All quotations are subject to the following terms and conditions unless modified in writing. Upon acceptance of a bid by the County the terms of the bid shall apply to all orders issued as a result of such acceptance.

**1-BIDDING**

(a) PRICING - Bidders shall insert unit price and extension for each item. The provisions of the New York State Fair Trade Law (Fid-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.

(b) DISCOUNTS - Cash discounts will not be a factor in determining awards unless otherwise indicated by the County. Trade discounts will be a factor in determining the award.

(c) F.O.B. DELIVERY POINT - All prices bid must be on the basis of F.O.B. delivery point, unless stated otherwise in the proposal. The bidder must be responsible for the cost of transportation of the goods to the delivery point.

(d) OR EQUAL BIDDING - When a bid standard is specified, the bidder may offer an article which is equal in quality, performance and other essential characteristics to the standard. If the bidder fails to name a substitute, he will be required to furnish the bid standard.

(e) SAMPLES - Samples or drawings required shall be delivered free of charge as requested. Samples shall be removed by the bidder at his expense. The County will not be responsible for any samples which are destroyed or mutilated in examination. If samples are not removed within thirty (30) days after written notice to the vendor, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property.

**4-DELIVERY**

(a) INSPECTIONS shall be made at the point of delivery unless otherwise specified. Any food, drug or other commodity which is found to be unwholesome or otherwise unfit for human consumption or use shall not be removed by the Vendor until it is examined by the Department of Health, if condemned, such commodities shall be disposed of as provided by law.

(b) DELIVERY HOURS - Deliveries shall be made between 9 A.M. and 3:30 P.M. Monday through Friday and at other times by special arrangement only.

(c) DELIVER TIME - Shall be computed in calendar days from the order mailing date on the order.

(d) LABELS - All supplies which are customarily labeled or identified must have securely attached thereto the original unimpaired label or marking of the manufacturer.

**5-DELAYS, NO-DELIVERY, REJECTIONS**

(a) VENDORS FAULT - If the Vendor fails to make delivery within the time specified or if the delivery is rejected, the Chief Purchasing Agent may claim such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the original price, the difference plus the cost of the rejected commodities, if any, will be charged against the Vendor. Should the new price be less, the Vendor shall have no claim to the difference, but the netting cost and the liquidated damages will become charges against the Vendor.

(b) REJECTED MERCHANDISE - The County may withhold acceptance of or reject any goods or services, upon examination, not to meet the specified requirements. Upon written notification of rejection, goods shall be immediately removed by the Vendor. Rejected goods left to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given; upon verbal notice to do so, the Vendor shall immediately remove and replace rejected merchandise.

(c) The Chief Purchasing Agent reserves the right to make awards within forty-five (45) days after the date of the bid opening, during which period bids shall not be withdrawn.

(d) The placing of an order by the Chief Purchasing Agent with the bidder for material described in the Request for Bid shall constitute a legal and binding contract.

(e) The placement of a Purchase Order (Form 24-1080, 02/01/85) may be terminated by the County for convenience upon 5 days written notice.

(f) All contracts awarded by the Chief Purchasing Agent shall be executory only to the extent of funds available to each Agency for the purchase of the commodity.

(g) PERFORMANCE BONDS - If the specifications require the posting of a performance bond, then within one week after awarding of the contract a performance bond of 100% of the amount of the award shall be posted as security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Suffolk to supply any deficiency that may arise from any default on the part of the bidder. Such bond must meet all the requirements of the County Attorney.

**8-GUARANTEES BY BIDDER - Bidder hereby guarantees:**

(a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Chief Purchasing Agent to pay the cost of such defense to the County.

(b) Vendor agrees to indemnify and hold the County Government harmless for any claim or liability arising under this contract due to any act or omission of the Vendor.

(c) His products against defective material or workmanship and to repair or replace any damages or marking occasioned in transit.

(d) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other Vendors or in the opinion of the Chief Purchasing Agent to pay for the same by deductions in payments due under this contract.

(e) To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the city, village or town in which the installation is to be made, and of the County of Suffolk and the State of New York.

(f) To carry proper insurance in the opinion of the Chief Purchasing Agent, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(g) That he will keep himself informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work required, including all provisions of the Workers' Compensation and Labor Laws, and shall indemnify and save harmless the County of Suffolk from loss and liability upon any and all claims on account of any physical injury to persons, including death or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries.

(h) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(i) That all deliveries will not be inferior to the accepted bid sample.

**9-ASSIGNABILITY OF CONTRACTS -** The contractor agrees that this contract shall not be assigned, transferred, conveyed, sublet, or otherwise disposed of the same, or of its right, title and interest therein, or its power to execute such contract, or assign all or any portion of the 10-COMPLIANCE WITH LOCAL LAWS - Prior to award of contract or Purchase Order, Vendor must comply with requirements of Local Laws 18-1972, 25-1973, 14-1976, 6-1979, and 32-1980, Purchasing Division.

**11-LIMITATION OF ACTION -** No action for any cause whatsoever arising out of this order shall be maintained against the County of Suffolk by the Vendor, or anyone claiming under the Vendor, unless such action shall be commenced within six months.

(a) after expiration of this order or

(b) after the date of written notice to the Vendor from the County of complete rejection or withdrawal acceptance or

(c) after the date of written notice to the Vendor from the County of a deduction from the agreed price on the order, whichever of the above events shall be the latest in time.

**12-LABOR LAWS AND DISCRIMINATION IN EMPLOYMENT**

(a) Pursuant to Sections 220 (4) and 239 of the Labor Law, in the hiring of employees for the performance of work under this contract or any subcontract hereunder:

(i) No contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(ii) No contractor, subcontractor, nor any person on his behalf shall, in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, national origin, age, or sex;

(iii) There may be deducted from the amount payable to the contractor by the County a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(iv) This contract may be cancelled, or terminated by the County, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

(b) Pursuant to Sec. 220(2) of the Labor Law no laborers, workmen, or mechanics in the employ of the contractor, subcontractor or other person doing or contracting to do all or part of the work contemplated by the contract, shall be permitted or required to work more than eight hours in any one calendar day or more than the days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property as provided for therein.

(c) For every contract for the construction, reconstruction, maintenance and/or repair of public work, every laborer, workman or mechanic shall be paid not less than such hourly minimum rate of wages and supplements not less than the prevailing supplements, all as provided in Art. 8 of the Labor Law.

(d) Preference in Employment of Persons Upon Public Works - Every contractor and/or subcontractor agrees to give preference to citizens of the State of New York who have been resident for at least six consecutive months immediately prior to the commencement of their employment, as provided in Sec. 22 of the Labor Law.

(e) For every contract involving building services work as defined in Article 9 of the Labor Law, the contractor and/or its subcontractors shall be obligated to pay each employee on such work not less than the wage specified for his craft, trade or occupation in the schedule provisions of Article 9 of the Labor Law.

**13 - SALES AND EXCISE TAXES -** Unless the proposal indicates otherwise, the County bid must be net exclusive of sales, excise or federal transportation taxes. The price or exemptions from taxes paid on merchandise accepted by the County, must submit the invoice, and the Chief Purchasing Agent, if satisfied as to the facts, will approve or issue the necessary certificates.

**14 - AUDIT -** Purchase orders and contracts are subject to audit.

**15 - PAYMENT AND COLLECTION OF CHARGES**

(a) The County will make every effort to pay vouchers within thirty (30) days after

(1) proper delivery of merchandise

(2) receipt of a properly executed voucher submitted to the Comptroller by the receiving agencies; vouchers from shall be obtained from such agencies.

(b) In any case where a question of nonperformance of a contract arises, payment may be withheld in whole or in part.

(c) All charges against a Vendor shall be deducted from current obligations that are due him or shall become due him. In the event that there are no current obligations, the Vendor shall pay to the County the amount of any such charges.

(d) The County will also avail itself of cash discounts for payment within prescribed times whenever possible.

**CONTRACTS INVOLVING INSTALLATION**

1. Contractors shall clean up and remove all debris and rubbish resulting from this work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat unobstructed condition, the buildings broom clean, and everything in satisfactory repair and order.

2. Installation shall also include the furnishings of any rigging necessary to move equipment into the building; also the removal and resetting of any removable windows used for moving equipment into the building and removal of trade-ins, if any.

3. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.

4. Contractor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which he or his workmen are responsible.

**VEHICLES**

5. Any and all equipment listed by the Manufacturer as "Standard" for the model offered shall be provided on the delivered vehicle.

6. The Manufacturer's Standard Warranty shall cover all equipment delivered.

7. Vehicles shall be completely serviced including cleaning (outside and inside) prior to delivery.

8. Award will not be made to any dealer who cannot provide warranty repairs and services within the County of Suffolk. Vendors not having a place of business in the County of Suffolk shall provide in writing the name and location of the agency within the County of Suffolk where such services will be performed.

9. No name other than the Manufacturer's shall appear on the Vehicle.

10. Any deviations from these Specifications will be considered cause for disqualification unless fully explained in the bid. Acceptance of such deviations shall be within the discretion of the Chief Purchasing Agent.

11. Bids will be considered only from Automobile Manufacturers or their Authorized Dealers.

# COVERT SURVEILLANCE SYSTEM

**ITEM QTY.****PRICE  
UNIT / NET**

|    |    |      |                                                                                                                                                       |                  |
|----|----|------|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1. | 16 | EACH | <b>COVERT MINI UTILITY POLE VIDEO CAM IP ADDRESSABLE SYSTEM, DISCRETE ELECTRONICS ITEM #EUCM-2310/1010 (OR EQUAL) TO INCLUDE:</b>                     |                  |
|    |    |      | A. <b>SAMSUNG (OR EQUAL) WDR CAMERA WITH 37X OPTICAL ZOOM (3.5 – 129.5mm) AND 12X DIGITAL.</b>                                                        | \$ _____ / _____ |
|    |    |      | MFR.: _____                                                                                                                                           |                  |
|    |    |      | PROD. #: _____                                                                                                                                        |                  |
|    |    |      | B. <b>BROADBAND ROUTER FOR USE WITH DSL, CABLE, 802.11 OR USER SUPPLIED USB/EXPRESS AIRCARD.</b>                                                      | \$ _____ / _____ |
|    |    |      | MFR.: _____                                                                                                                                           |                  |
|    |    |      | PROD. #: _____                                                                                                                                        |                  |
|    |    |      | C. <b>35 dB GAIN CELLULAR DATA AMPLIFIER</b>                                                                                                          | \$ _____ / _____ |
|    |    |      | MFR.: _____                                                                                                                                           |                  |
|    |    |      | PROD. #: _____                                                                                                                                        |                  |
|    |    |      | D. <b>110V/220V AUTO-DETECT POWER SUPPLY</b>                                                                                                          | \$ _____ / _____ |
|    |    |      | MFR.: _____                                                                                                                                           |                  |
|    |    |      | PROD. #: _____                                                                                                                                        |                  |
|    |    |      | E. <b>DIV2310 H.264 VIDEO ENCODER WITH BUILT-IN 32GB RECORDER FOR ON-SITE BACKUP RECORDING.</b>                                                       | \$ _____ / _____ |
|    |    |      | MFR.: _____                                                                                                                                           |                  |
|    |    |      | PROD. #: _____                                                                                                                                        |                  |
|    |    |      | F. <b>UNLIMITED MANAGEMENT SOFTWARE.</b>                                                                                                              | \$ _____ / _____ |
|    |    |      | MFR.: _____                                                                                                                                           |                  |
|    |    |      | PROD. #: _____                                                                                                                                        |                  |
|    |    |      | G. <b>ALL NECESSARY CABLES &amp; CONNECTORS</b>                                                                                                       | \$ _____ / _____ |
|    |    |      | MFR.: _____                                                                                                                                           |                  |
|    |    |      | PROD. #: _____                                                                                                                                        |                  |
|    |    |      | <b>TOTAL COST ITEM 1:</b>                                                                                                                             | \$ _____         |
| 2. | 10 | EACH | <b>RAINBOW INFRARED ILLUMINATOR KITS, DISCRETE ELECTRONICS MODEL #LIR 3394 (OR EQUAL) WITH "L" BRACKET, POLE MOUNT BRACKET AND 110V POWER SUPPLY.</b> | \$ _____ / _____ |
|    |    |      | MFR.: _____                                                                                                                                           |                  |
|    |    |      | PROD. #: _____                                                                                                                                        |                  |

VENDORS BIDDING ALTERNATES TO THE MODELS SPECIFIED MUST PROVIDE COMPLETE SPECIFICATIONS WITH BIDS. INCLUDE MANUFACTURER AND MODEL NUMBER WITH AND AS PART OF THEIR BID. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION.

ANY EXCEPTIONS TAKEN TO ANY PART OF THESE SPECIFICATIONS MUST BE FULLY EXPLAINED IN A WRITTEN SUMMARY PROVIDED WITH BID. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION.

ALL EQUIPMENT IS TO BE COVERED BY A 1 YEAR WARRANTY, OR MANUFACTURER'S WARRANTY, WHICHEVER IS LONGER.

**Suffolk County Form 22**  
**Contractor's/Vendor's Public Disclosure Statement**

Pursuant to Section A5-7 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County, with the exception of hospitals; educational or governmental entities; not-for-profit corporation; and contracts providing foster care, family day care providers, or child protective consulting services, who do not have to fill out this form at all.

1. Contractor's/Vendor's Name \_\_\_\_\_  
Address \_\_\_\_\_  
City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
2. Contracting Department's Name \_\_\_\_\_  
Address \_\_\_\_\_
3. Payee Identification or Social Security No. \_\_\_\_\_
4. Type of Business ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other \_\_\_\_\_
- 5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? ☐ Yes ☐ No.
- 5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? ☐ Yes ☐ No.
6. Table of Organization. List names and addresses of all principals; that is all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet(s) if necessary)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet(s) if necessary)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? ☐ Yes ☐ No.

9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)
10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) \_\_\_\_\_
11. **Remedies:** The failure to file a verified Public Disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.
12. **Verification:** This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

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

Signed: \_\_\_\_\_

Printed Name of Signer: \_\_\_\_\_

Title of Signer: \_\_\_\_\_

Name of Contractor/Vendor: \_\_\_\_\_

### UNIFORM CERTIFICATE OF ACKNOWLEDGMENT (Within New York State)

STATE OF NEW YORK     )  
COUNTY OF               ) ss.:

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

\_\_\_\_\_  
(Signature and office of individual taking acknowledgement)

**UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT**  
**(Without New York State)**

STATE OF                                 )  
                                              ) ss.:  
COUNTY OF                            )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in

\_\_\_\_\_  
(Insert the city or other political subdivision and the state or country or other place the acknowledgement was taken)

\_\_\_\_\_  
(Signature and office of individual taking acknowledgement)

SCEX-22 (rev 1/09)

### Proposal/Bid Certification

The undersigned Contractor affirms as true, under the penalties of perjury, as follows:

The prices in this Proposal or Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other contractor or with any competitor;

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

No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit a Proposal or Bid for the purpose of restricting competition;

Neither the undersigned nor, if the Contractor is a partnership, joint venture or corporation, any partner, principal, officer, director, employee or stockholder holding in excess of a five percent (5%) interest therein, is an officer or employee of Suffolk County or is paid with County funds, or is required to disclose an interest pursuant to the Suffolk County Code of Ethics;

Neither the undersigned, nor, if the Contractor is a partnership, joint venture or corporation, any partner, principal, officer, director, employee, stockholder, or any other person authorized by the undersigned or any of the foregoing persons, has offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement;

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County; and

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that there have been no convictions for the crimes described in Local Law No. 25-1990 of Suffolk County of persons referred to in the Local Law or that the required documentation is annexed hereto.

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

Signed: \_\_\_\_\_

Printed Name of Signor: \_\_\_\_\_

Title of Signor: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

## Local Business Certification Form

The undersigned Contractor affirms as true, under the penalties of perjury, as follows:

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of Local Law No. 5-1993, entitled "Competitive Bids" and Local Law No. 10-1997; and

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such bidder maintains a principal place of business located within Suffolk County or located with Nassau County or sells the contracted-for supplies, material or equipment manufactured and located within Suffolk County or located within Nassau County; and

The undersigned claims qualification in the event that the Contractor submits a bid not exceeding 10% more than the otherwise lowest responsible bidder.

DATE:

SIGNATURE:

PRINTED NAME OF SIGNOR:

TITLE OF SIGNOR:

NAME OF FIRM:

BID NUMBER:

**SUFFOLK COUNTY DEPARTMENT OF LABOR**  
**NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW**  
**(8 U.S.C. SECTION 1324A)**  
**WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES**  
Suffolk County Code, Chapter 234 (2006)

**To Be Completed By Applicant/ Covered Employer//Owner**

**EMPLOYER/CORP./BUSINESS/COMPANY NAME:** \_\_\_\_\_

**1) ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**2) NOT-FOR-PROFIT:** YES \_\_\_\_\_ NO \_\_\_\_\_ (SUBMIT PROOF OF IRS NOT-FOR-PROFIT STATUS)

**3) VENDOR #:** \_\_\_\_\_ **4) \*\*CONTRACT ID:** \_\_\_\_\_  
(If known)

**5) CONTACT:** \_\_\_\_\_ **6) TELEPHONE #:** \_\_\_\_\_  
(If known)

**7) TERM OF CONTRACT OR EXTENSION (PROVIDE DATES):** \_\_\_\_\_

**8) AMOUNT OF CONTRACT OR EXTENSION:** \_\_\_\_\_

**9) BRIEF DESCRIPTION OF PROJECT OR SERVICE** \_\_\_\_\_  
\_\_\_\_\_

**SUBCONTRACTOR:** \_\_\_\_\_

**1) ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**2) VENDOR#:** \_\_\_\_\_ **3) TELEPHONE #:** \_\_\_\_\_

**4) CONTACT:** \_\_\_\_\_

**5) DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE:** \_\_\_\_\_  
\_\_\_\_\_

**EVIDENCE OF COMPLIANCE:**

**COPIES OF THE FOLLOWING MUST BE MAINTAINED BY COVERED EMPLOYERS OR THE OWNERS THEREOF FOR EACH EMPLOYEE FOR THE TIME PERIODS SET FORTH IN SUFFOLK COUNTY CODE, CHAPTER 234, SECTION 5 (C):**

- A.** United States passport; or
- B.** resident alien card or alien registration card; or
- C.** birth certificate indicating that person was born in the United States; or
- D.** (1) a driver's license, if it contains a photograph of the individual; and  
(2) a social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); or
- E.** employment authorization documents such as an H-1B visa, H-2B visa, and L-1 visa, or other work visa as may be authorized by the United States Government at the time the County contract is awarded for all covered employees.

**AFFIDAVIT OF COMPLIANCE  
WITH THE REQUIREMENTS OF  
8 U.S.C. SECTION 1324a  
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES**

State of New York )

County of \_\_\_\_\_ ) ss:

\_\_\_\_\_, being duly sworn, deposed and says:  
(Print Name of Deponent)

1. I am owner/authorized representative of \_\_\_\_\_  
(Circle one) (Name of Corp., Business, Company)

2. I certify that I have complied, in good faith, with the requirements of Title 8 of the United States Code (U.S.C.) section 1324a (Aliens and Nationality) with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as set forth in Suffolk County Code Chapter 234 (2006).

\_\_\_\_\_  
(Signature of Deponent)

Sworn to before me this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

LHE-2  
(01/07)

**THE COUNTY RESERVES THE RIGHT TO AMEND THIS BID. THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR ANY PART THEREOF, SUBMITTED IN RESPONSE TO THIS BID AND RESERVES THE RIGHT TO WAIVE FORMALITIES IF SUCH ACTION IS DEEMED TO BE IN THE BEST INTEREST OF THE COUNTY.**

**THE COUNTY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION FROM ANY BIDDER. THE COUNTY RESERVES THE RIGHT TO AWARD CONTRACTS TO ONE OR MORE BIDDERS.**

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#### **IMPORTANT INFORMATION**

#### **TO ALL BIDDERS**

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**IT IS A MANDATORY REQUIREMENT FOR ALL SUFFOLK COUNTY BIDS THAT THE NONCOLLUSIVE BID CERTIFICATION, CONTRACTOR'S/VENDOR'S PUBLIC DISCLOSURE STATEMENT FORM SCEX 22, APPLICABLE LIVING WAGE FORMS AND LAWFUL HIRE FORMS MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR BID BY THE DATE AND TIME OF THE BID OPENING. FAILURE TO DO SO IS CAUSE FOR DISQUALIFICATION.**

## **Vendor's Public Disclosure Statement**

### **Suffolk County RFP and BID Legal Appendices/Forms Vendor's Public Disclosure Statement**

#### **For Signature**

**County of Suffolk Contractor's/Vendor's Public disclosure Statement  
SCEX Form 22 (Rev. 3/04 consists of 3 pages).**

**Note: A corporate officer or an authorized agent of the Contractor must sign and return Form SCEX Form 22. This form must be notarized.**

**Form SCEX Form 22 must be returned to the County, unless the Contractor is a not-for-profit corporation.**

**Any Contractors who are not-for-profit are not required to complete this form.**

#### **For Your Information**

**Suffolk County Administrative Code Section A5-7 (consists of three pages).**

# **INDEX FOR BID LEGAL APPENDICES/FORMS**

## **Suffolk County Bid Legal Appendices/Required Forms Packet**

All Suffolk County Laws & Administrative Codes can be viewed at  
[www.co.suffolk.ny.us/departments/countyatorney.aspx](http://www.co.suffolk.ny.us/departments/countyatorney.aspx).

Click on Laws of Suffolk County

- I Proposal/Bid certification Form SCPD-7, rev 7/16/02  
(form consists of one page, requires signature)**

**Note: The Proposal/Bid Certification Form references the following two laws.**

**Suffolk County Local Law No. 32-1980. Chapter 386 of the Suffolk County Code entitled "Political Parties, Gifts to Officials Of".**

**Suffolk County Local Law 25-1990, Article II, Sections 143-4 through 143-7, both inclusive, of the Suffolk County Code, entitled "Disqualification of Nonresponsive Bidders".**

- II Contractor's/Vendor's Public Disclosure Statement Form SCEX-22, rev. 11-08-08  
(form consists of 3 pages requires signature and notarization).**

**Note: The Contractor's/Vendor's Public Disclosure Statement references the following law:**

**Suffolk County Administrative Code Section A5-7**

- III Suffolk County Living Wage Forms (four forms, Contractor's unique circumstances determines which forms must be submitted).**

**The Living Wage forms are required by the following two laws:**

**Introductory Resolution 1112, Resolution No. 441-2001, Suffolk County Local Law No. 12-2001, "A Local Law to Implement Living Wage Policy for the County of Suffolk".**

**"Suffolk County Living Wage Requirements Exhibit as Last revised by the Suffolk County Department of Labor on 5/12/04. This exhibit will become part of the contract.**

**IV Suffolk County Local Business Certification Form SCDP-8A, rev. 4/7/09 (form consists of one page, requires signature)**

**Note: The Local Business Certification Form references the following two laws,**

- **Suffolk County Local Law No. 5-1993, entitled "Competitive Bids" Local Law No. 10-1997 and Local Law No. 41-2008**

**V Other Laws required in bids**

- **Resolution No. 543-2002. Establishing Universal Child Sexual Abuse Reporting Policy for Suffolk County**
- **Resolution No. 819-2002, Modifying Universal Child Sexual Abuse Reporting Policy for Suffolk County**

**VI Inconsistent Provisions & Indemnification**

**VII Lawful Hiring Local Law 52-2006 (Forms 1 & 2)**

**You may access the web page at [www.suffolkcountyny.gov/labor/lawfulhiring](http://www.suffolkcountyny.gov/labor/lawfulhiring) or e-mail [Brenda.Rosenberg@suffolkcounty.ny.gov](mailto:Brenda.Rosenberg@suffolkcounty.ny.gov)**

**VIII Insurance Agreement**

**I**

**SUFFOLK COUNTY**

**PROPOSAL / BID CERTIFICATION FORM**

**PROPOSAL/BID CERTIFICATION**

The undersigned Contractor affirms as true, under the penalties of perjury, as follows:

The prices in this Proposal or bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other contractor or with any competitor;

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

No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit a Proposal or Bid for the purpose of restricting competition;

Neither the undersigned nor, if the Contractor is a partnership, joint venture or corporation, any partner, principal, officer, director, employee or stockholder holding in excess of a five percent (5%) interest herein, is an officer or employee of Suffolk County or is paid with County funds, or is required to disclose an interest pursuant to the Suffolk County Code of Ethics;

Neither the undersigned, nor, if the contractor is a partnership, joint venture or corporation, any partner, principal, officer, director, employee, stockholder, or any other person authorized by the undersigned or any of the foregoing persons, has offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement;

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of Local Law NO. 32-1980 of Suffolk County; and

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that there have been no convictions for the crimes described in Local Law NO. 25-1990 of Suffolk County of persons referred to in the Local Law or that the required documentation is annexed hereto.

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

Signed: \_\_\_\_\_

Printed Name of Signor: \_\_\_\_\_

Title of Signor: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

## CHAPTER 386

## POLITICAL PARTIES, GIFTS TO OFFICIALS OF

- § 386-1. Definitions.
- § 386-2. Prohibited acts.
- § 386-3. Clause required in all contracts.
- § 386-4. Penalties for offenses.
- § 386-5. Excepted contributions.

[HISTORY: Adopted by the Suffolk County Legislature 12-9-80 as L.L. No. 32-1980. Amendments noted where applicable.]

§386-1. Definitions.

As used in this chapter, the following terms shall have meanings indicated:

**AGREEMENT** -Any written or oral contract or any implied contract, including but not limited to a contract for the sale of goods or services, a construction contract or a lease or contract relating to real or personal property. The term "agreement" shall also include any transaction whereby a person agrees to sell goods or services, or both, to the county pursuant to a successful bid.

**GRATUITY** -Any money, benefit, entertainment, gift or any other consideration whatsoever.

**OFFICIAL OF A POLITICAL PARTY** -A party officer as defined by §1-104, Subdivision 5, of the Election Law.

**PERSON** -Any individual, partnership, firm, corporation or other legal entity, as well as their employees, agents or representatives.

**POLITICAL PARTY** -A party as defined by § 1-104, Subdivision 3, of the Election Law.

§ 386-2. Prohibited acts.

- A. It shall be a crime for any person to offer or give any gratuity to an official of any political party with the purpose of intent of securing or obtaining an agreement with the County of Suffolk or securing favorable treatment with respect to the awarding or amending of such agreement or the making of any determination with respect to the performance of an agreement.

- B. It shall be a crime for an official of a political party to solicit, receive or accept a gratuity in connection with securing or obtaining an agreement with the County of Suffolk or securing favorable treatment with respect to the awarding or amending of such agreement or the making of a determination with respect to the performance of such agreement.

§ 386-3. Clause required in all contracts.

In all agreements with the County of Suffolk made after the effective date of this chapter, there shall be written representation by the person entering the agreement with the County that he has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that such person has read and is familiar with the provisions of this chapter.

§ 386-4. Penalties for offenses.

- A. Criminal. A violation of §386-2 of this chapter shall be a Class A misdemeanor and shall be punishable by a sentence of not more than one (1) year in prison or a fine of not more than one thousand dollars (\$1,000) or by both such fine and imprisonment.
- B. Civil remedies. A violation of § 386-2 or 386-3 of this chapter shall give the county the option, among other civil remedies, of either terminating the agreement or deducting the value of the gratuity from any amount due or to become due from the county thereunder.

§386-5. Excepted contributions.

This chapter shall not apply to contributions to political parties, committees or candidates as defined by § 14-100, Subdivision 9, of the Election Law. Such contributions shall be excluded from and shall not be in violation of this chapter.

**Suffolk County Local Law 25-1990, Article II, Sections 143-4 through 143-7.**

**ARTICLE II  
Disqualification of Nonresponsible Bidders  
[Adopted 6-26-1990 as LL No. 25-1990]**

**§ 143-4. Legislative intent.**

This Legislature finds that state law requires that most county contracts be awarded to the lowest responsible bidder. This Legislature also finds that the awards of municipal contracts have, on occasion, been made to individuals or entities having a record of a criminal conviction or otherwise not possessed of sufficient moral worth, skill and judgment, in addition to financial resources, as would guarantee good faith performance of the contract awarded. This Legislature also finds that it would be in the best interests of the county to exclude such individuals or entities from participation in the bidding process for a specified period of time. Therefore, it is the intent of the Legislature, in order to ensure that a successful bidder is also responsible, to require all bidders on county projects and contracts to disclose prior records of criminal convictions to require disqualification of any bidder, for a specified period of time, who has been determined to be nonresponsible as defined below.

**§ 143-5. Definitions.**

For the purpose of this Article, the following terms shall have the meanings indicated:

**AWARDING AGENCY** - The agency authorized by law to award the bid.

**DISQUALIFY** - To bar and exclude an entity from participation in public or private bidding upon all county projects and/or contracts or subcontracts for a period of five (5) years following a determination by the county that the entity possesses a record of criminal convictions within three (3) years prior to the date of submission of the bid.

**ENTITY** - Any individual, firm, association, partnership, institution, joint venture, joint-stock association or corporation, including an officer of a corporation, a shareholder owning over five percent (5%) of the outstanding shares of a corporation or a relative within the third degree of consanguinity of an officer or a shareholder owning over five percent (5%) of the outstanding shares of a corporation, participating in the municipal bidding process in the County of Suffolk.

**NONRESPONSIBLE BIDDER:**

A. An entity other than an individual which submits a written bid to perform a county project or contract and possesses a record of criminal conviction(s) within three (3) years prior to the date of submission of the bid for actions involving the following offense(s):

(1) Extortion;

(2) Coercion;

(3) Bribery;

(4) Theft;

(5) Fraud;

(6) Violence, specifically relating to business, labor or commerce;

(7) Sabotage;

(8) Collusive bidding/bid-rigging;

(9) Combination in restraint of trade;

(10) Conspiracy; and/or

(11) Attempt(s) of any of the above offenses.

B. If the entity is an individual, a "nonresponsible bidder" shall mean an individual who submits a bid to perform a county project or contract and who possesses a record of felony criminal conviction(s) within three (3) years prior to the date of submission of the bid for actions involving the above offenses.

**§ 143-6. Requirements.**

A. Any entity bidding on a county project or contract must disclose in writing to the awarding agency at the time of submission of the bid all criminal convictions rendered within the three-year period prior to the bid.

B. Upon the determination of the awarding agency that a bidder is nonresponsible as defined, that entity shall be barred from submitting a bid on the county contract or project and disqualified from further bidding on

county contracts or projects for a period of five (5) years following the determination of the awarding agency.

**§ 143-7. Prohibited acts.**

- A. An entity determined to be nonresponsible as defined by this Article shall be disqualified from bidding on a county contract or project as defined.
- B. No contract or project shall be awarded to an entity determined to be nonresponsible as defined by this Article.
- C. A county contract or project may be canceled by the awarding agency when it determines that the bidding entity has failed to disclose a prior record of criminal convictions.
- D. Any entity disqualified under this Article may seek a review of the determination of the awarding agency by means of an Article 78 proceeding.

## **II**

**SUFFOLK COUNTY**

**CONTRACTOR / VENDOR PUBLIC**

**DISCLOSURE FORM**

**Suffolk County Form 22**  
**Contractor's/Vendor's Public Disclosure Statement**

Pursuant to Section A5-7 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County, with the exception of hospitals; educational or governmental entities; not-for-profit corporation; and contracts providing foster care, family day care providers, or child protective consulting services, who do not have to fill out this form at all.

1. Contractor's/Vendor's Name \_\_\_\_\_  
Address \_\_\_\_\_  
City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
2. Contracting Department's Name \_\_\_\_\_  
Address \_\_\_\_\_
3. Payee Identification or Social Security No. \_\_\_\_\_
4. Type of Business ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other
- 5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? ☐ Yes ☐ No.
- 5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? ☐ Yes ☐ No.
6. Table of Organization. List names and addresses of all principals; that is all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet(s) if necessary)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet(s) if necessary)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? ☐ Yes ☐ No.

9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)
10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) \_\_\_\_\_
11. **Remedies:** The failure to file a verified Public Disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.
12. **Verification:** This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

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

Signed: \_\_\_\_\_

Printed Name of Signer: \_\_\_\_\_

Title of Signer: \_\_\_\_\_

Name of Contractor/Vendor: \_\_\_\_\_

### UNIFORM CERTIFICATE OF ACKNOWLEDGMENT (Within New York State)

STATE OF NEW YORK     )  
COUNTY OF               ) ss.:

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

\_\_\_\_\_  
(Signature and office of individual taking acknowledgement)

**UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT**  
**(Without New York State)**

STATE OF                                 )  
                                              ) ss.:  
COUNTY OF                            )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in

\_\_\_\_\_  
(Insert the city or other political subdivision and the state or country or other place the acknowledgement was taken)

\_\_\_\_\_  
(Signature and office of individual taking acknowledgement)

SCEX-22 (rev 1/09)

## **SUFFOLK COUNTY ADMINISTRATIVE CODE SECTION A5-7**

**§ A5-7. Contractors and vendors required to submit full disclosure statement. [Derived from L.L. No. 14-1976, as amended 2-27-1979 by L.L. No. 6-1979]**

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

**CONTRACT** - Any written agreement between Suffolk County and a contractor or vendor to do or perform any kind of labor, service, purchase, construction or public work, unless the contract is for a federally or state-aided, in whole or in part, program required to be bid pursuant to § 103 of the New York General Municipal Law. [Amended 6-29-1993 by L.L. No. 28-1993<sup>1</sup>]

**NOTE: L.L. No. 28-1993 also provided as follows:**

**Section 1. Legislative Intent.**

This Legislature hereby finds and determines that Suffolk County's comprehensive Contractor/Vendor Public Disclosure Statement Law currently applies to a broad array of contracts that exceed one thousand dollars (\$1,000.) in value, subject to exemptions for contractors doing business with the County Department of Social Services; hospitals; educational, medical, and governmental entities; and not-for-profit corporations.

This Legislature further finds and determines that these exemptions prevent full disclosure of important information that may be useful to elected county officials in determining whether or not specific types of contracts are in the public interest, especially in light of recent trends towards privatization and use of outside consultants on an increased basis by municipalities.

Therefore, the purpose of this law is to eliminate many of the exemptions from completing and filing verified public disclosure statements with the County Comptroller available to certain contractors providing social services or health services contracts.

**CONTRACTOR or VENDOR [Amended 12-18-1990 by L.L. No. 41-1990<sup>2</sup>; 6-29-1993 by L.L. No. 28-1993<sup>3</sup>]** -

Any proprietorship, partnership or closely held corporation which has a contract with Suffolk County in excess of one thousand dollars (\$1,000.) or which has three (3) or more contracts with Suffolk County, any three (3) of which, when combined, exceed one thousand dollars (\$1,000.), except:

(1) Hospitals.

(2) Educational or governmental entities.

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<sup>1</sup> Editor's Note: This local law was adopted by the legislature after disapproval by the Executive on 5-26-1993.

<sup>2</sup> Editor's Note: This local law was adopted by the Legislature after disapproval by the Executive on 12-13-1990. See the note at § A4-12.

<sup>3</sup> Editor's Note: This local law was adopted by the Legislature after disapproval by the Executive on 5-26-1993. See note above.

(3) Not-for-profit corporations.

(4) Contracts providing for foster care, family day-care providers or child protective consulting services.

**FULL DISCLOSURE CLAUSE** - A proviso to be included as a material part of a contract imposing upon the contractor or vendor a material, contractual and statutory duty to file a verified public disclosure statement.

**VERIFIED PUBLIC DISCLOSURE STATEMENT** - A declaration, the contents of which are acknowledged before a notary public, containing information required under this section.

- B. A full disclosure clause is to be included in all future contracts between Suffolk County and a contractor or vendor. Such full disclosure clause shall constitute a material part of the contract.
- C. Notice of the full disclosure clause shall be included and made a part of the specifications, if any, which are submitted to interested potential bidders.
- D. Each contractor or vendor shall file a verified public disclosure statement with the Comptroller of Suffolk County as soon as practicable prior to being awarded the contract. An updated disclosure statement shall be filed by the contractor or vendor with the Comptroller by the 31st day of January in each year of the contract's duration. It shall be the duty of the Comptroller to accept and file such statements.
- E. No contract shall be awarded to any contractor or vendor, as defined in this section, unless prior to such award a verified public disclosure statement is filed with the Comptroller as provided in this section. Any verified public disclosure statement containing fraudulent information shall constitute, for all purposes, a failure to file such statement in the first instance.
- F. The verified public disclosure statement required by this section shall include:
  - (1) A complete list of the names and addresses of those individual shareholders holding more than five-percent interest in the firm.
  - (2) The table of organization for the company shall include the names and addresses of all individuals serving on the board of directors or comparable body, the names and addresses of all partners and the names and addresses of all corporate officers. The contractor or vendor shall conspicuously identify any such person in this table of organization who is an officer or an employee of Suffolk County.

- (3) A complete financial statement listing all assets and liabilities as well as a profit-and-loss statement, certified by a certified public accountant. Such statement shall be the most current available and in no event shall have been prepared more than six (6) months prior to the date of the filing of the bid. No financial statement or profit-and-loss statement shall be required from any contractor or vendor having fifty percent (50%) or more of their gross revenues from sources other than the County of Suffolk.
- G. A separate folio for each company shall be maintained alphabetically for public inspection by the Comptroller.
- H. Remedies. The failure to file a verified public disclosure statement as required under this section shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article 2 of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.
- I. Under no circumstances shall the county be precluded from invoking any remedy contained in the preceding section by reason of its failure to invoke promptly its remedies.

# **III**

## **SUFFOLK COUNTY LIVING WAGE DOCUMENTS**

**Suffolk County Living Wage Requirements Exhibit**  
**As Last Revised by the Suffolk County Department of Labor on 5/12/04**

**Suffolk County Living Wage Requirements Exhibit**  
**As Last Revised by the Suffolk County Department of Labor on 5/12/04**

Pursuant to Section 6 of Chapter 347 of the Suffolk County Local Law No. 12-2001, "A Local Law to Implement Living Wage Policy for the County of Suffolk" (the "Living Wage Law"), all RFPs, County contracts and financial assistance agreements subject to the law shall contain the following two paragraphs or substantially equivalent language:

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk.

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

Suffolk County Local Law No. 18-2002, "A Local Law to Implement Living Wage Policy for the County of Suffolk" provided for certain amendments to the Living Wage Law.

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**Forms for Completion and/or Signature (as applicable)**

- **Suffolk County Department of Labor – Living Wage Unit**  
**Notice of Application for County Assistance (Contract)**  
**Form LW-1 (consists of 1 page)**
- **Suffolk County Department of Labor - Living Wage Unit**  
**Certification/Declaration – Subject to Audit**  
**Form LW-38 (consists of 1 page) (Replaces LW2, LW3 and LW33)**
- **Suffolk County Department of Labor – Living Wage Unit**  
**Request for General Living Wage Exemption**  
**Form LW-4 (consists of 1 page)**
- **Suffolk County Department of Labor – Living Wage Unit**  
**Request for Specific Living Wage Exemption**  
**Form LW-5 (consists of 2 pages)**

**Suffolk County Living Wage Requirements Exhibit**  
**As Last Revised by the Suffolk County Department of Labor on 5/12/04**

Note: Pursuant to Section 7 of Local Law No.18– 2002, “A Local Law to Implement Living Wage Policy for County of Suffolk”, all covered employers subject to the provisions of the Living Wage Law shall submit a completed and sworn (under penalty of perjury) Certification/Declaration – Subject to Audit Form LW-38, signed by an authorized representative, as part of an executed contract with the County of Suffolk. The complete Certification/Declaration – Subject to Audit Form LW-38 shall be made a part of any executed contract or project agreement and made available to the public upon request.

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- To certify Living Wage compliance: Return Forms LW-1 and LW-38.  
or
  - To certify non-applicability of Living Wage law: Return Form LW-38.  
or
  - To request and document a general living wage exemption: Return Forms LW-1, LW-38 and LW-4.  
or
  - To request and document a specific living wage exemption: Return Forms LW-1, LW-38 and LW-5.
- 

- In the event that there is a change in circumstances, it is the Contractor's responsibility to submit to the County additional Living Wage forms which either replace or supplement prior submissions of Living Wage forms.
- Living Wage Law Information Fact Sheet, text of the Local Law, Frequently Asked Questions, Forms, and Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk.ny.us](http://www.co.suffolk.ny.us)

Click: Department Directory  
Labor  
Living Wage Law Info

- Suffolk County Department of Labor Living Wage Unit Tel. (631) 853-3808

**End of Text for Suffolk County Living Wage Requirements Exhibit**  
**As Last Revised by the Suffolk County Department of Labor on 5/12/04**

**SUFFOLK COUNTY DEPARTMENT OF LABOR - *LIVING WAGE* UNIT**

**NOTICE OF APPLICATION FOR COUNTY COMPENSATION (Contract)**

Living Wage Law, Suffolk County Code, Chapter 347 (2001)

**To Be Completed By Applicant/ Employer/Contractor**

- 1) NAME: \_\_\_\_\_
- 2) VENDOR #: \_\_\_\_\_ (If known)
- 3) CONTRACT ID #: \_\_\_\_\_ (If known)
- 4) CONTACT : \_\_\_\_\_
- 5) TELEPHONE #: \_\_\_\_\_
- 6) ADDRESS: \_\_\_\_\_  
\_\_\_\_\_
- 7) TERM OF CONTRACT (DATES): \_\_\_\_\_
- 8) PROJECT NAME: ( IF DIFFERENT FROM #1) \_\_\_\_\_
- 9) AMOUNT: \_\_\_\_\_
- 10) AWARDDING AGENCY: \_\_\_\_\_
- 11) BRIEF DESCRIPTION OF PROJECT OR SERVICE:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 12) **PROJECTED EMPLOYMENT NEEDS:** (attach a statement listing, by job classification, the total workforce dedicated to performing this contract or service, including calculation of estimated net increase or decrease in jobs as a result of funding).
- 13) **PROJECTED WAGE LEVELS:** (attach a statement listing projected wage levels, compensated days off and medical benefits for total workforce dedicated to fulfilling the terms of this contract, broken down annually for each year of the term of the contract).

**SUFFOLK COUNTY DEPARTMENT OF LABOR – LIVING WAGE UNIT**

**LIVING WAGE CERTIFICATION/DECLARATION – SUBJECT TO AUDIT**

If either of the following definitions of 'compensation' (*Living Wage Law Chapter 347 – 2*) applies to the contractor's/recipient's business or transaction with Suffolk County, the contractor/recipient must complete Sections 1, 3, 4 below; and Form LW-1 (Notice of Application for County Compensation). If the following definitions do not apply, the contractor/recipient must complete Sections 2, 3 and 4 below. Completed forms must be submitted to the awarding agency.

"Any grant, loan, tax incentive or abatement, bond financing subsidy or other form of compensation of more that \$50,000 which is realized by or provided to an employer of at least ten (10) employees by or through the authority or approval of the County of Suffolk," or

"Any service contract or subcontract let to a contractor with ten (10) or more employees by the County of Suffolk for the furnishing of services to or for the County of Suffolk (except contracts where services are incidental to the delivery of products, equipment or commodities) which involve an expenditure equal to or greater than \$10,000. For the purposes of this definition, the amount of expenditure for more than one contract for the same service shall be aggregated. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not 'compensation' for the purposes of this definition."

**Section I**

The *Living Wage Law* applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County *Living Wage Law* (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received compensation, from the County of Suffolk as defined in the Law (compensation) a wage rate of no less than \$10.83 (\$9.25 for child care providers) per hour worked with health benefits, as described in the Law, or otherwise \$12.33 (\$10.50 for child care providers) per hour or the rates as may be adjusted annually in accordance with the Law. (**Chapter 347-3 B**)

☐

Check if  
applicable

I/we further agree that any tenant or leaseholder of this company that employs at least ten (10) persons and occupies property or uses equipment or property that is improved or developed as a result of compensation or any contractor or subcontractor of this company that employs at least ten (10) persons in producing or providing goods or services to this company that are used in the project or matter for which this company has received compensation shall comply with all the provisions of the Law, including those specified above. (**Chapter 347-2**)

I/we further agree to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with regulations under this Chapter of the Suffolk County Code, investigating employee complaints of noncompliance and evaluating the operation and effects of this Chapter, including the production for inspection & copying of payroll records for any or all employees for the term of the contract or for five (5) years, whichever period of compliance is longer. All payroll and benefit records required by the County will be maintained for inspection for a similar period of time. (**Chapter 347-7 D**)

The County Department of Labor shall review the records of any Covered Employer at least once every three years to verify compliance with the provisions of the Law. (**Chapter 347-4 C**)

**Section II**

The *Living Wage Law* does not apply to this contract for the following reason(s): \_\_\_\_\_

☐

Check if  
applicable

**Section III**

Contractor Name: \_\_\_\_\_

Federal Employer ID#: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Amount of compensation: \_\_\_\_\_

Vendor #: \_\_\_\_\_

Contractor Phone #: \_\_\_\_\_

Description of project or service: \_\_\_\_\_

**Section IV**

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Representative

# SUFFOLK COUNTY DEPARTMENT OF LABOR – LIVING WAGE UNIT

## REQUEST FOR GENERAL LIVING WAGE EXEMPTION

Living Wage Law, Suffolk County Code, Chapter 347 (2001)

To Be Completed By Applicant/Employer/Contractor

### BASIS FOR A GENERAL EXEMPTION

EXEMPTIONS MAY BE GRANTED BY THE SUFFOLK COUNTY DEPARTMENT OF LABOR WHERE APPLICATION OF THE LIVING WAGE LAW TO A PARTICULAR FORM OF COMPENSATION IS FOUND BY THE COUNTY TO VIOLATE SPECIFIC STATE OR FEDERAL STATUTORY, REGULATORY OR CONSTITUTIONAL PROVISION OR PROVISIONS.

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

REPRESENTATIVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_

AWARDING AGENCY: \_\_\_\_\_ CONTACT: \_\_\_\_\_

TYPE OF CONTRACT: \_\_\_\_\_

AMOUNT OF AWARD: \_\_\_\_\_ TERM OF CONTRACT: \_\_\_\_\_

1) TOTAL ESTIMATED ANNUAL BUDGET:

(a) WITH EXEMPTION: \_\_\_\_\_ (b) WITHOUT EXEMPTION: \_\_\_\_\_

2) ANNUAL COST OF APPLICATION OF THE LIVING WAGE LAW: [ 1 (b) - 1 (a) ] (c) \_\_\_\_\_

3) PERCENTAGE INCREASE OF TOTAL ANNUAL BUDGET IF THE APPLICATION FOR EXEMPTION IS DENIED: [ 2 (c) ÷ 1 (a) ] (d) \_\_\_\_\_

4) NUMBER OF EMPLOYEES AFFECTED BY THE APPLICATION OF THE LIVING WAGE REGULATIONS TO APPLICANT: (e) \_\_\_\_\_

### PARTICULARS OF EXEMPTION

The type of contract to which the *Living Wage* Law applies: \_\_\_\_\_ (Chapter 347-13 B1)

The specific or official name of the program: \_\_\_\_\_

The statutory or regulatory authority for granting the contract\*: \_\_\_\_\_ (Chapter 347-13 B2)

The conflicting statutory, regulatory or constitutional provision(s) that makes compliance with the Living Wage Law unlawful\*: \_\_\_\_\_ (Chapter 347-13 B3)

\* Enclose a copy of each provision and any factual explication & analysis of how compliance with Living Wage Law would violate the cited provision(s) and the legal consequences that would attach if this violation were to occur. LW-4 Revised 4-05

# **SUFFOLK COUNTY DEPARTMENT OF LABOR – LIVING WAGE UNIT**

## **REQUEST FOR SPECIFIC LIVING WAGE EXEMPTION**

Living Wage Law, Suffolk County Code, Chapter 347 (2001)

**To Be Completed By Applicant/Employer/Contractor**

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

REPRESENTATIVE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE #: \_\_\_\_\_

AWARDING AGENCY: \_\_\_\_\_ CONTACT: \_\_\_\_\_

AMOUNT OF AWARD: \_\_\_\_\_ TERM OF CONTRACT: \_\_\_\_\_

### **BASIS FOR SPECIFIC EXEMPTION**

#### **1) YOUTH - Must submit proof on separate sheet of the following:**

Recipient is an organization that regularly employs individuals under the age of 21 in a summer youth or school-to-work program. Exemption applies only to such employees. (Chapter 347-13 A2) \_\_\_\_\_

#### **2) SEASONAL EMPLOYMENT - Must submit proof on separate sheet of the following:**

Recipient is an organization that employs seasonal employees. May be granted a permanent exemption with respect to these employees with submission of proof that employees are "seasonal" as defined in the Law. (Chapter 347-13 A4) \_\_\_\_\_

#### **3) WAGE OR BUDGET EXEMPTION \*\* - Must submit proof of the following:**

a) Recipient provides proof that the highest paid employee of the corporation earns a salary which, calculated on an hourly basis, is less than six times the lowest wage or salary paid by the corporation (Chapter 347-13 A3a) OR \_\_\_\_\_

b) Recipient demonstrates that fulfilling the requirements of the Living Wage Law will present a hardship, directly increasing the expected total annual budget in an amount greater than 10% of the prior year's adopted budget. (Chapter 347-13 A3b) \_\_\_\_\_

**\*\* NOTE: THE INFORMATION ON REVERSE SIDE MUST BE COMPLETED  
FOR REQUESTS AS DESCRIBED IN 3 (a) OR 3 (b) ABOVE**

**CONTINUED**  
**LW-5 (revised 4-05)**

**REQUEST FOR SPECIFIC LIVING WAGE EXEMPTION**

**REMINDER:** THE FOLLOWING INFORMATION MUST BE COMPLETED FOR EXEMPTION REQUESTS AS DESCRIBED IN SECTIONS 3 (a) OR 3 (b) ON REVERSE SIDE.

- 1) TOTAL ESTIMATED ANNUAL BUDGET:  
WITH EXEMPTION (a) \_\_\_\_\_  
WITHOUT EXEMPTION (b) \_\_\_\_\_
- 2) ANNUAL COST OF APPLICATION OF LIVING WAGE LAW TO EMPLOYER: [ subtract 1 (a) from 1 (b) ]  
(c) \_\_\_\_\_
- 3) PERCENTAGE INCREASE OF TOTAL ANNUAL BUDGET IF EXEMPTION IS DENIED: [  $2 (c) \div 1 (a)$  ]  
(d) \_\_\_\_\_
- 4) NUMBER OF EMPLOYEES AFFECTED BY THE LIVING WAGE LAW:  
(e) \_\_\_\_\_

## Chapter 347, LIVING WAGE

[HISTORY: Adopted by the Suffolk County Legislature 7-27-2001 by L.L. No. 12-2001. <sup>EN</sup>  
Amendments noted where applicable.]

### § 347-1. Legislative intent.

- A. This Legislature hereby finds and determines that the County of Suffolk provides grants, loans, tax incentives, contracts and other forms of assistance to businesses that result in the creation or maintenance of a wide variety of employment opportunities.
- B. This Legislature further finds and determines that Suffolk County has a limited amount of taxpayer resources to expend, which must be spent wisely.
- C. This Legislature also finds and determines that, even in the current booming economy, far too many working Suffolk County residents and their families live below or near the poverty line.
- D. This Legislature hereby determines that employees of Suffolk County government currently receive a wage and benefit package that meets the living wage requirements contemplated by this chapter.
- E. This Legislature finds that the use of taxpayer dollars to promote sustenance and the creation of living wage jobs will increase consumer income, decrease levels of poverty, reinvigorate neighborhood businesses and reduce the need for taxpayer-funded social programs.
- F. This Legislature finds that the disclosure provisions contained in Resolution No. 232-2000 for County purchases of textile or apparel goods represents a first step on the road to a County-wide policy of living wages.
- G. Therefore, the purpose of this chapter is to ensure that employees of County contractors and subcontractors and beneficiaries of tax, loan, grant and other subsidy assistance provided by the County earn an hourly wage that is sufficient for a family of four to live at or above the federal poverty level.

### § 347-2. Definitions. [Amended 8-6-2002 by L.L. No. 18-2002; 8-5-2003 by L.L. No. 25-2003]

NOTE: Local Law No. 18-2002 also provided as follows:  
Section 1. Legislative intent.

This Legislature hereby finds that Local Law 12-2001, "A Local Law to Implement Living Wage Policy for the County of Suffolk," was adopted by the Suffolk County Legislature on July 27, 2001, via veto override.

This Legislature determines that the Executive Living Wage Task Force made four recommendations to modify the law to ensure a smooth implementation of that statute, as set forth in Exhibit A attached hereto and made a part hereof. <sup>EN</sup>

LAWS OF SUFFOLK COUNTY, NEW YORK, v64 Updated 3-25-2004

PART IV REGULATORY LOCAL LAWS (Chapters 201 -- 500)

Chapter 347, LIVING WAGE

§ 347-2. Definitions. [Amended 8-6-2002 by L.L. No. 18-2002; 8-5-2003 by L.L. No. 25-2003]

Therefore, the purpose of this law is to amend Local Law 12-2001 as to the following items, and to incorporate other suggested technical changes regarding collective bargaining agreements and covered employees.

- (1) Reporting requirements;
- (2) Exemptions for not-for-profit corporations;
- (3) Exemptions for worker classification; and
- (4) Bond financing for not-for-profit organizations;

Section 3. Applicability.

This law shall apply to all actions occurring on or after July 1, 2002.

NOTE: Local Law No. 24-2003 also provided as follows:

Section 1. Legislative intent.

This Legislature hereby finds and determines that Chapter 347 of the Suffolk County Code, "The Living Wage Policy for the County of Suffolk," was adopted by the Suffolk County Legislature on July 27, 2001 via veto override, requires further modification to ensure a smooth transition to full implementation.

This Legislature also determines that, since employees of child care providers are currently paid a wage that is below wages that are prevalent in other industries, full implementation of the Suffolk County living wage law for employees of child care providers will have to be accomplished on a phased-in basis because of current economic adverse circumstances and current fiscal difficulties.

Therefore, the purpose of this law is to amend Chapter 347 of the Suffolk County Code to further modify provisions dealing with annual increases in the living wage, access to work sites, transitional financial assistance, out-of-state contractors, implementation of a full living wage for employees of child care providers on a phased-in basis, and granting an additional temporary one-month exemption to child care agencies.

Section 3. Applicability.

This law shall apply to all actions occurring on or after the effective date of this law.

As used in this chapter, the following terms shall have the meanings indicated:

**ASSISTANCE:**

A. Any grant, loan, tax incentive or abatement, bond financing, subsidy or other form of assistance of more than \$50,000 which is realized by or provided to an employer of at least 10 employees by or through the authority or approval of the County of Suffolk, including, but not limited to, industrial development bonds, Community Development Block Grant (CDBG) loans and Enterprise-Zone-related incentives.

B. Any service contract or subcontract let to a contractor with 10 or more employees by the County of Suffolk for the furnishing of services to or for the County of Suffolk (except contracts where services are incidental to the delivery of products, equipment or commodities) which involves an expenditure equal to or greater than \$10,000. For the purposes of this definition, the amount of expenditure for more than one contract for the same service within one calendar year shall be aggregated. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not an "assistance" for the purposes of this definition.

**AWARDING AGENCY** -- That subordinate or component entity or person of the county that is responsible for solicitation of proposals or bids and responsible for the administration of service contracts or financial assistance agreements.

**BENEFICIARY** -- Any person or entity that is a recipient of assistance, as defined in this chapter; and:

A. Any tenant or leaseholder of a beneficiary that employs at least 10 persons and occupies property or uses equipment or property that is improved or developed as a result of assistance; and

B. Any contractor or subcontractor of a beneficiary that employs at least 10 persons in producing or providing goods or services to a beneficiary that are used by that beneficiary in the project or matter for which the beneficiary has received assistance.

**COUNTY** -- The County of Suffolk, any agency, office, position, administration, department, division, bureau, board, commission, corporation, public authority or unit of government, the expenses of which are paid in whole or in part by the County, or over which majority control is exercised by officers of the County or of a County-affiliated agency or their appointees.

**COVERED EMPLOYEE** -- A person employed on either a full, part-time or temporary basis, by a covered employer, to perform work on or for the project or matter for which the beneficiary has received assistance; provided, however, that persons who are employed in construction work covered pursuant to federal, state or local prevailing wage laws shall be exempt from this chapter.

**COVERED EMPLOYER** -- A beneficiary of, or an applicant for, assistance that has not been granted an exemption from this chapter, and who has at least one covered employee working within the County of Suffolk or the County of Nassau.

**LIVING WAGE** -- Shall have the meaning stated in § 347-3 of this chapter.

**PERSON** -- One or more of the following or their agents, employees, representatives and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries and all other entities recognized at law by this county.

**SEASONAL EMPLOYEE** -- An employee hired temporarily for a period not to exceed 90 consecutive days at any given time within a six-month period.

**§ 347-3. Living wage and other benefits.** [Amended 8-6-2002 by L.L. No. 18-2002 <sup>EN</sup>; 12-18-2002 by L.L. No. 2-2003; 8-5-2003 by L.L. No. 24-2003<sup>EN, EN</sup>]

**LAWS OF SUFFOLK COUNTY, NEW YORK, v64 Updated 3-25-2004**

**PART IV REGULATORY LOCAL LAWS (Chapters 201 -- 500)**

**Chapter 347, LIVING WAGE**

**§ 347-3. Living wage and other benefits. [Amended 8-6-2002 by L.L. No. 18-2002]**

NOTE: Local Law No. 2-2003, also provided as follows:

**Section 1. Legislative intent.**

This Legislature hereby finds and determines that Local Law 12-2001, "A Local Law to Permanently Establish Living Wage Policy for the County of Suffolk," adopted by the County Legislature on July 27, 2001, via an override of the County Executive's veto, will require an additional eight-month transition period based on a request from the Child Care Council.

This Legislature also finds that the day care industry needs an extension of time to comply with the Living Wage Law because several for-profit agencies are not in compliance with the law and may reduce the number of day care slots available in the short run.

This Legislature further finds and determines that some of the not-for-profit agencies are planning on requesting County funds to meet their costs and ultimately fill the void in such slots, if any, that may materialize.

This Legislature determines that the County contracts with these agencies expire on December 31, 2002.

This Legislature further finds that in order to allow sufficient time for the not-for-profits to get to the County funds processed and to develop enough slots to cover the ones the County may lose and to provide for a smooth transition for children in day care so that they can be moved at the start of the new school year, the Child Care Council has requested an extension until September 1, 2003.

Therefore, the purpose of this law is to grant a temporary eight-month exemption to child-care agencies; provide upfront financing for child-care providers to meet increased payroll expenses; and clarify applicability of cafeteria plans to \$1.25 health benefit component of the law.

**Section 3. Applicability.**

This law shall apply to all actions occurring on or after the effective date of this law.

As used in this chapter, the following terms shall have the meanings indicated:

A. **Applicability.** Covered employers shall pay no less than a living wage to their covered employees who actually perform work or render services on or for a project, mailer, contract, or subcontract for which the beneficiary has received assistance, provided that in the case of employees performing nonconstruction work that is covered by state or local prevailing wage laws, covered employers shall pay the greater of a living wage or said prevailing wage for nonconstruction work.

B. **Amount of wage.** The living wage shall be calculated on an hourly basis and shall be no less than \$9 per hour worked with health benefits, as described in this chapter, or otherwise \$10.25 per hour. For the employees of child-care providers only, the living wage shall be calculated on an hourly basis and shall be no less than \$9 per hour worked, with or without health benefits, of which no less than \$7.75 shall be attributable to nonbenefit employee compensation until January 1, 2005. In the event that health benefits are not provided, then such employees shall receive \$9 per hour worked. Beginning on January 1, 2005, the living wage for employees of child-care providers shall be calculated on an hourly basis and shall be no less than \$9.75 per hour worked, with or without health benefits, of which no less than \$8.50 shall be attributable to nonbenefit employee compensation. In the event that health benefits are not provided, then such employees shall receive \$9.75 per hour worked. The living wage shall be adjusted upwardly only, if applicable, each year, beginning in 2004, no later than April 1 in proportion to the increase, if any, immediately preceding December 31 over the year-earlier level of the area consumer price index as published by the U. S. Department of Commerce, Bureau of Economic Analysis, applied to the living wage. The covered employer shall provide written notification of the rate adjustments to each of its covered employees and to its subcontractors and/or tenants, who shall provide written notices to each of their employees, if any, and make the necessary payroll adjustments by July 1, beginning in 2004, subject to the January 1, 2005, adjustment set forth above.

C. **Health benefits.** Health benefits required by this chapter shall consist of the payment of at least \$1.25 per hour towards the provision of health care benefits for covered employees and their dependents. Proof of the provision of such benefits must be submitted to the agency not later than 30 days after execution of the contract to qualify for the wage rate in § 347-3 for covered employees with health benefits.

D. Certification of employers paying less than living wage barred. Prior to entering into any agreement with the County of Suffolk for any form of assistance, a covered employer must certify for the County Department of Labor that it will pay each of its covered employees no less than the living wage. A copy of this certification must be made available to the public, upon request, by the beneficiary and by the County Clerk.

E. No reduction in collective bargaining wage rates. Nothing in this chapter shall be construed to require or authorize any beneficiary to reduce wages established by a collective bargaining agreement or required under any prevailing wage law. Nothing in this chapter, however, shall be construed to increase or affect the wages, paid time-off entitlement, or benefits established in a collective bargaining agreement with regard to those employees of a beneficiary or covered employer during any period of time that an employee is not actually performing applicable work as defined in § 347-3A of this chapter.

F. Cuts in nonwage benefits prohibited. No beneficiary shall fund wage increases required by this chapter, or otherwise respond to the provisions of this chapter, by reducing the health, insurance, pension, vacation, or other nonwage benefits of any of its employees.

G. Living wage reporting. The county department of human resources and civil service shall report to the legislature within 60 days after enactment as to which full-time county positions pay less than the living wage standard. The County of Suffolk shall then use this information to comply with the standards of this chapter.

(1) Payroll recordkeeping and reporting. Each covered employee shall maintain payrolls for all covered employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain: the number of hours worked each day, the gross wages, deduction made, actual wages paid, a record of fringe benefit payments, and any other data as may be required by the County Department of Labor from time to time on a New York State Department of Labor Bureau of Public Works Form PW12, as modified by the County Department of Labor to conform to the requirements of this chapter. Upon request by the County Department of Labor, a covered employer shall produce for inspection and copying its payroll records for any or all of its covered employees for the prior three-year period. Covered employers shall maintain a listing of the name, date of hire, occupation classification, rate of pay, and benefits paid for each of its nonexempt covered employees.

(2) Notice of application for assistance. Any and all contracts or agreements to provide assistance shall be void, and no assistance may be awarded, unless, at least 21 days before assistance is awarded or an agreement to provide assistance is signed, the applicant for assistance files with the office of the County Clerk a publicly available application for assistance, which shall include the following:

(a) The name, address, and phone number of both the prospective beneficiary and, if different, the specific project for which the assistance is sought;

(b) The amount and origin of assistance sought (e.g., state or County assistance program or contracting department);

- (c) A brief description of the project or service for which the assistance is sought;
- (d) A statement of projected employment needs, by job classification, under the prospective assistance, including calculation of estimated net increase or decrease in jobs as a result of assistance;
- (e) A statement of the projected wage levels of all covered employees in each of the years for which assistance is sought; and
- (f) A written commitment to pay all covered employees a living wage, as defined by this chapter.

(3) County assistance reports. Each awarding agency shall file a County Assistance Report with the County Department of Labor. The report shall include, for each assistance package or contract approved, by or through the authority or administration of the County Department of Labor, during the preceding year:

- (a) The name of the awarding agency, the name of the specific program under which the assistance was awarded, and the origin of funds for assistance;
- (b) A calculation of the total cost to the County of assistance provided to each beneficiary, including both face-value of assistance, as well as revenue not collected by the County as a result of the assistance;

- (c) A description of the purpose or project for which the assistance is awarded;
- (d) An accounting of the total number of jobs created per each project for which assistance was given; and
- (e) An accounting of the average wage paid on all jobs created by assistance granted by the awarding agency during the quarter.

H. Compensated days off. Employers shall provide at least 12 days off per year for sick leave, vacation, or personal necessity at the employee's request. Employees shall accrue one compensated day off per month of full-time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off.

I. No covered employer shall adjust the number of hours of work per day, per week, or per month required for a covered employee, who receives a salary instead of an hourly wage, for the purpose of evading or undermining, by punitive measure, the requirements of Subsection B or C of this section. In order to avoid being deemed an evasion or punitive measure under this chapter, any adjustment in the number of hours of work of a salaried covered employee must be by negotiated employment agreement or by a business-wide change in hours of the covered employees by the covered employer, implemented in the ordinary course of business, and shall be accompanied by a corresponding adjustment in the covered employee's salary and/or benefits to ensure compliance with Subsection B or C of this section based on the new hourly work requirements.

**§ 347-4. Recordkeeping. [Amended 8-6-2002 by L.L. No. 18-2002 EN]**

A. The County Department of Labor shall promulgate rules and regulations necessary and appropriate for the implementation of this chapter.

B. The County Department of Labor shall submit annual reports to the County Legislature which shall include the following information at minimum:

- (1) A listing and the status of all RFP's and RFQ's, service contracts and lease agreements executed and financial assistance awarded, to which this chapter applies including the term, dollar amount, and the service performed or assistance provided.

C. The County Department of Labor shall review the records of any covered employer at least once every three years to verify compliance with the provisions of this chapter.

**§ 347-5. Noncompliance review and appeal.**

A. Covered employers who fail to submit documents, declaration or information required to demonstrate compliance with this chapter shall be deemed nonresponsive and subject to disqualification and other sanctions set forth herein.

B. The County Department of Labor shall develop an administrative procedure and appeal process for determining compliance with this chapter, subject to the following conditions:

(1) The appeals process shall be available to every bidder/proposer who has been deemed noncompliant with this chapter, or who disputes the determination of applicability of this chapter to its business operation which will be involved in the proposed contract. A contract shall not be executed until there is resolution of the relevant appeal.

(2) Appeals shall be filed with the County Department of Labor within seven calendar days after the date of the notice of the County's written determination of noncompliance and reasons therefor, or written determination of the applicability of this chapter.

(3) The County Department of Labor shall maintain records pertaining to all complaints, hearings, determinations and findings, waivers requested and granted, and shall submit a regular report on compliance with this chapter no less than annually to the County Legislature. Special reports and recommendations on significant issues of interest to the Legislature shall be submitted as deemed appropriate by the County Department of Labor or as directed or requested by the Suffolk County Legislature.

C. living wage Advisory Committee.

(1) A living wage Advisory Committee (Committee) is hereby created to review the effectiveness of this chapter at creating and retaining living wage jobs in Suffolk County.

(2) The Committee shall be comprised of seven members as follows:

(a) Two members of the Suffolk County Legislature, one to be appointed by the majority leader, and one to be appointed by the minority leader of the County Legislature.

(b) Two labor union members to be selected by labor union affiliates of the Long Island Federation of Labor, AFL-CIO.

(c) Three members to be appointed by the County Executive, including two representatives of covered employers, and one member from the community at large.

(3) Members of this Committee shall serve a three-year term.

(4) The Committee shall meet at least once a year and in special session as required. All meetings of the Committee shall be open to the public and shall allow for public testimony on the uses of County assistance generally, and on specific instances of assistance or proposed assistance as received or sought by individual enterprises.

**§ 347-6. RFP, contract and financial assistance agreement language.**

All RFP's, County contracts and financial assistance agreements subject to this chapter shall contain the following two paragraphs or substantially equivalent language:

A. "This contract is subject to the living wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, or a waiver is granted, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees (as defined) of \$9 per hour with health benefits of at least \$1.25 per hour or otherwise \$10.25 per hour. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County living wage Law, of the County of Suffolk."

B. "Under the provisions of the living wage Law, the County shall have the authority, under appropriate circumstances, to terminate this contract and to seek other remedies as set forth therein, for violations of this chapter."

§ 347-7. Obligations of covered employers. [Amended 8-6-2002 by L.L. No. 18-2002; 8-5-2003 by L.L. No. 24-2003 ~~EN~~ ~~EN~~]

A. All covered employers subject to the provisions of this chapter shall submit a completed sworn (under penalty of perjury) Certification of Compliance Subject to Audit form, signed by an authorized representative, as part of an executed contract with the County of Suffolk. The completed declaration of compliance form shall be made a part of any executed contract or project agreement and shall be made available to the public upon request.

B. Covered employers shall require their subcontractors to comply with the provisions of this chapter for as long as the covered employer is in receipt of assistance and shall require tenants/leaseholders to comply with the provisions of this chapter for as long as they use and occupy a premises or lease equipment or property that is in receipt of assistance. Language indicating the subcontractor's or tenants/leaseholders agreement to comply shall be included in any contract or agreement between a covered employer and their contractors, subcontractors, tenants or leaseholders. A copy of such subcontracts or other such agreements shall be submitted to the County and made available to the public upon request.

C. Covered employers shall give written notification to each current and new covered employee, at time of hire, of his or her rights to receive the benefits under the provisions of this chapter. The notification shall be posted prominently in communal areas at the work site. A copy of said notification shall be forwarded to the County and shall include the following:

(1) Minimum compensation and health benefits. The initial rates of \$9 an hour with health benefits, or \$10.25 without health benefits, will be adjusted each year no later than April 1, beginning in 2004, in proportion to the increase at the immediately preceding December 31 over the year-earlier level of the consumer price index, as published by the U.S. Department of Commerce, Bureau of Economic Analysis, applied to \$10.25. Proof of the provision of qualified health benefits shall be submitted to the County not later than 30 days after execution of the contract to qualify for the wage rate in § 347-3, beginning in 2004. Health benefits shall be provided to part-time covered employees as well as full-time covered employees.

(2) Notice that the covered employers are required to file a declaration of compliance form as part of the contract with the County and that the County will make said declarations available for public inspection and copying during its regular business hours.

D. Any beneficiary shall permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with this chapter, investigating employee complaints of noncompliance, and evaluating the operation and effects of this chapter, including the production for inspection and copying of its payroll records for any or all of its employees for the term of the contract or for five years, whichever period of compliance is applicable.

E. Covered employers shall inform covered employees making less than \$12 per hour of their possible right to the federal earned-income credit (EIC) under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. Section 32, and shall make available to employees forms informing them of the EIC and forms required to secure advance EIC payments from the employer. These forms shall be provided to the eligible covered employees in English, Spanish, and other languages spoken by a significant number of the covered employees within 30 days of employment under the terms of this section, and as required by the Internal Revenue Code.

§ 347-8. Retaliation and discrimination barred.

Covered employers shall not discharge, reduce the compensation of or otherwise discriminate against any employee for making a complaint to the County, participating in any of its proceedings, using any civil remedies to enforce his or her rights or otherwise asserting his or her rights under this chapter. covered employers shall also be in compliance with federal law proscribing retaliation for union organizing.

**§ 347-9. Monitoring, investigation and compliance.**

A. The provisions of this chapter shall augment the County's normal and customary procedure for administering its contracts. The County shall administer the requirements of this chapter as follows: [Amended 8-6-2002 by L.L. No. 18-2002 <sup>EN</sup>]

- (1) The County Department of Labor shall develop rules and regulations necessary and appropriate to review contract documents to insure that relevant language and information are included in County RFP's, agreements and other pertinent documents.
- (2) The County Department of Labor shall develop rules and regulations necessary and appropriate for the monitoring of the operations of the contractors, subcontractors, and financial assistance recipients to insure compliance, including the review, investigation, and resolution of specific concerns or complaints about the employment practices of a Covered Employer relative to this chapter. In such cases, the County shall attempt to resolve the problem within 30 days.
- (3) Where a violation of any provision of this chapter has been determined, the contractor shall be given a written notice by the County per the rules and regulations promulgated by the County Department of Labor. If the violation continues and/or no resolution is imminent, the County shall pursue all available legal remedies, including but not limited to any or all of the following penalties and relief:
  - (a) Suspension and/or termination of the contract, subcontract, or financial assistance agreement, for cause;
  - (b) Payback of any or all of the contract or financial assistance awarded by the County of Suffolk;

- (c) Deem the covered employer ineligible for future County contracts and/or financial assistance until all penalties and restitution have been paid in full;
- (d) A fine payable to the County of Suffolk in the sum of \$500 for each week for each covered employee found not to have been paid in accordance with this chapter;
- (e) Wage restitution for each affected covered employee.

B. The Suffolk County Attorney shall promulgate procedures for legal enforcement of the requirements of this chapter.

**§ 347-10. Covered employee complaint process. [Amended 8-6-2002 by L.L. No. 18-2002 <sup>EN</sup>]**

A covered employee who alleges violation of any provision of this chapter may report such acts to the County and, at the covered employee's discretion, exhaust available employer internal remedies. The complaint to the County shall be handled as follows:

- A. The covered employee shall submit to the County a completed complaint form and copies of all documents supporting the allegation.
- B. The County shall notify the Awarding Agency and the Covered Employer of the complaint and seek resolution within five days from receipt of the complaint form. If resolution is not accomplished, the County shall initiate an investigation and seek legal remedies, if appropriate.
- C. A covered employee claiming retaliation (such as termination, reduction in wages or benefits, or adverse changes in working conditions) for alleging noncompliance with this chapter may report the alleged retaliation in the same manner as the initial complaint.

**§ 347-11. Applicability. [Amended 8-6-2002 by L.L. No. 18-2002 <sup>EN</sup>]**

- A. This chapter shall apply to all actions occurring on or after July 1, 2002, and shall apply to:
  - (1) A contract or subcontract entered into or renewed and after the applicability date of this chapter;
  - (2) Financial assistance awarded after the applicability date of this chapter;
  - (3) A contract amendment consummated after the applicability date of this chapter which itself meets the financial threshold requirement of this chapter; and
  - (4) Supplemental financial assistance provided for after the applicability date of this chapter which itself meets the requirements of this chapter.

B. This chapter shall not apply to:

- (1) Employees working in a bona fide executive, administrative or professional capacity;
- (2) Employees earning annually at least \$16,650 with health benefits, or \$18,962.50 if health benefits are not provided; or
- (3) Persons with disabilities (earning or productive capacity is impaired by age, physical deformity, mental deficiency, or injury) working in employment programs where the employer holds a current subminimum wage certificate issued by the United States Department of Labor, or where such certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage.

**§ 347-12. Duration of requirements.**

A. Receipts of assistance in an amount greater than \$50,000 in any twelve-month period shall require compliance with this chapter for the life of the project and for as long as such assistance is being received by a beneficiary.

B. Assistance in the form of a service contract or subcontract of at least \$10,000, as defined in Subsection B of the definition of "assistance" in § 347-2 of this chapter shall require compliance with this chapter for the term of the contract or subcontract.

**§ 347-13. Exemptions. [Amended 8-6-2002 by L.L. No. 18-2002 <sup>EN</sup>; 12-18-2002 by L.L. No. 2-2003<sup>EN</sup>; 8-5-2003 by L.L. No. 24-2003<sup>EN, EN</sup>]**

A. Grounds for granting exemptions.

- (1) General exemption. Exemptions may be granted by the County Department of Labor where application of this chapter to a particular form of assistance is found by the County to violate specific state or federal statutory, regulatory or constitutional provision or provisions.
- (2) Youth employment exemption. An exemption to this chapter may be granted where a beneficiary is an organization that regularly employs individuals under the age of 21 in a summer youth or school-to-work program. The exemption shall only apply to such employees.
- (3) Not-for-profit and for-profit corporations. An exemption to this chapter may be granted for a maximum period of one year after the enactment of this chapter to any not-for-profit organization which is exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986 and to any for-profit corporation and which performs services for the County or its departments for the benefit of the people of Suffolk County, provided:

- (a) The Chief Executive Officer of such organization or corporation provides proof to the County of Suffolk that the highest paid employee of the organization or corporation earns a salary which, when calculated on an hourly basis, is less than six times the lowest wage or salary paid by the organization or corporation; or

(b) An applicant for an exemption demonstrates that the fulfilling of the requirement of this chapter will present a hardship in that the fulfilling of the requirement of this chapter will directly increase the expected total annual budget of the applicant in an amount greater than 10% of the prior year's adopted budget.

(c) An applicant for an exemption pursuant to Subsection A(3) of this section shall submit in writing to the Suffolk County Department of Labor an application for an exemption containing the following information:

- [1] The anticipated total annual budget of the applicant should the exemption be granted;
  - [2] The annual cost of the application of this chapter to the applicant;
  - [3] The percentage increase of the anticipated total annual budget of the applicant if the application for an exemption is denied; and
  - [4] The number of employees that would be affected by the application of this chapter to the applicant.
- (d) The applicant agrees to submit all books and records to the Suffolk County Department of Labor, upon request, for examination and documentation of the basis for the request for such an exemption.
- (4) Not-for-profit seasonal employees. A not-for-profit corporation that employs seasonal employees may be granted a permanent exemption from this chapter with respect only to those seasonal employees. Proof that employees are seasonal employees as defined in this chapter, and therefore eligible for an exemption, must be provided to the County before an exemption can be granted.
- (5) An applicant for exemption for contracts awarded through competitive bidding or a request for proposal process shall request such exemption by completing a Request for Exemption - Living Wage form contained in each bid or request for proposal solicitation issued by the County of Suffolk.
- (a) Applicants who are requesting an exemption to this section may submit more than one proposal or bid; i.e., one based on an approved exemption and one based on a disapproved exemption.
  - (b) The application requesting such exemption shall contain the following information:
    - [1] The anticipated total annual budget of the applicant should the exemption be granted;
    - [2] The annual cost of the application of this chapter to the applicant;
    - [3] The percentage increase of the anticipated total annual budget of the applicant if the application for an exemption is denied; and
    - [4] The number of employees that would be affected by the application of this chapter to the applicant.
- B. Contents of exemption requests. All general exemption requests shall include the following:
- (1) The nature of assistance to which this chapter applies;

- (2) The specific or official name of the assistance and assistance program, the statutory or regulatory authority for the granting of the assistance, and a copy of that authority;
- (3) The conflicting statutory, regulatory or constitutional provision or provisions that make compliance with the chapter unlawful, and a copy of each such provision; and
- (4) A factual explication and legal analysis of how compliance with this chapter would violate the cited provision or provisions, and the legal consequences that would attach if this violation were to occur.

C. Temporary exemption. This law shall not apply to child-care agencies until October 1, 2003.

**§ 347-14. Implementing regulations.**

The County Department of Labor is hereby authorized and empowered to issue and promulgate such rules and regulations as shall be necessary and appropriate to implement this chapter.

**§ 347-15. County transitional financial assistance. [Added 12-18-2002 by L.L. No. 2-2003 <sup>EN</sup>]**

Child-care providers shall be eligible for upfront financial assistance from the Suffolk County Living Wage Contingency Fund, or any successor fund thereto, in order to meet increased payroll expenses upon filing a pertinent request with the County Department of Audit and Control in such form as shall be prescribed by said Department of Audit and Control. The County Department of Audit and Control shall require periodic documentation to verify the proper use of these moneys and shall conduct an annual audit until such time as the Contingency Fund, or any successor fund thereto, has been fully exhausted and the County is no longer providing financial assistance to implement this chapter.

**Chapter 348, LOBBYISTS**

[HISTORY: Adopted by the Suffolk County Legislature 10-25-1988 as L.L. No. 37-1988.<sup>EN</sup> Amendments noted where applicable.]

**§ 348-1. Legislative intent.**

- A. This Legislature hereby finds and determines that lobbyists who appear before agencies, departments, commissions and boards of the County of Suffolk often exercise an influence disproportionate to the actual interests they represent within the Suffolk County community.
- B. Therefore, the purpose of this chapter is to require registration and monitoring of lobbyists who appear before Suffolk County government so as to make certain that the integrity of the decisionmaking process in county government is preserved and protected against actual improprieties or perceptions of improper activity.

## **IV**

### **LOCAL PREFERENCE LAW**

## Local Business Certification Form

The undersigned contractor affirms as true, under penalties of perjury, as follows:

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of Local Law No. 5-1993, entitled "Competitive Bids", Local Law No. 10-1997, and Local Law No. 41-2008.

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such bidder maintains a principal place of business located within Suffolk County or located within Nassau County, or sells the contracted for supplies, material, or equipment manufactured and located within Suffolk County or located within Nassau County.

The undersigned claims qualification in the event that the contractor submits a bid not exceeding 10% more than the otherwise lowest responsible bidder.

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

Signed: \_\_\_\_\_

Printed Name of Signor: \_\_\_\_\_

Title of Signor: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Bid Number: \_\_\_\_\_

RESOLUTION NO. 86 - 1993, ADOPTING LOCAL LAW  
NO. 5 YEAR 1993, A LOCAL LAW ESTABLISHING A  
LOCAL PREFERENCE PROGRAM FOR SUFFOLK COUNTY  
CONTRACTS

WHEREAS, there was duly presented and introduced to this County legislature at a regular meeting held on December 15, 1992, a proposed local law entitled, "A LOCAL LAW ESTABLISHING A LOCAL PREFERENCE PROGRAM FOR SUFFOLK COUNTY CONTRACTS," and said local law in final form is the same as when presented and introduced; now, therefore, be it

RESOLVED, that said local law be enacted in form as follows:

LOCAL LAW NO. 5 YEAR 1993, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW ESTABLISHING A LOCAL PREFERENCE PROGRAM FOR SUFFOLK COUNTY  
CONTRACTS

Action 1. Legislative Intent.

This Legislature hereby finds and determines that millions of dollars worth of contracts for goods and services are awarded by Suffolk County each year.

This Legislature further finds that the current economic downturn being experienced by Long Island is adversely affecting local businesses through a reduction in business activity and a concomitant loss of jobs.

This Legislature further finds and determines that many of these contracts are awarded to individuals or entities that are located outside of Suffolk County or Nassau County.

This Legislature also finds and determines that the award of such contracts to individuals or entities outside of Suffolk County or Nassau County, at a time when Suffolk County is experiencing an economic downturn and less economic activity than even neighboring Nassau County has achieved, tends to exacerbate the economic difficulties currently experienced in both counties.

This Legislature also determines that the award of such contracts to individuals or entities located within Suffolk County or Nassau County would help promote local economic activity and thereby generate additional sales tax revenues which would alleviate fiscal and budgetary constraints currently being experienced by Suffolk County.

Therefore, the purpose of this law is to permit Suffolk County to award contracts for goods and services to a bidder other than the lowest responsible bidder where such other bidder maintains a principal place of business within Suffolk County or Nassau County, or sells the contracted for goods which were manufactured within Suffolk County or Nassau County, and submits a bid not exceeding ten percent (10%) more than the otherwise lowest responsible bidder, so as to promote the use of local businesses as County contractors and encourage increased economic activity on Long Island by keeping County tax dollars to work "at home."

Action 2. Definition.

- A.) "Contract" shall mean any claim, account, or demand against or agreement, other than a collective bargaining agreement, upon sufficient consideration, with Suffolk County or any divisions, departments, agencies, or entity thereof, express or implied for the rendering or performance of personal or professional services and shall include extensions, modifications, renewals, or amendments.
- B.) "Located within Suffolk County or Nassau County" shall mean having a principal place of business physically located within the geographical boundaries of either County. In the case of an individual, partnership, association, or proprietorship, it shall

mean having an office from which at least a majority of the employees are assigned and at which at least a majority of the employees work. In the case of a corporation, it shall mean having its principal place of business from which the president or chief executive officer operates on a regular and consistent basis, and the address so designated on its certificate of incorporation, located within either County. In the case of a joint venture, the principal place of business shall be construed as requiring both entities, in the case of a two-(2)-party venture, meeting the pertinent test for a principal place of business set forth above and at least a majority of the entities in the case of a multiple-party venture, meeting the pertinent test for a principal place of business set forth above.

- C.) "Principal place of business" shall mean the office to which the preponderance of correspondence and communications is directed, and at which at least a majority of the entity's work force is assigned on a regular basis.

#### Section 3. Amendment.

The SUFFOLK COUNTY ADMINISTRATIVE CODE is hereby amended by the addition of new Sections A4- and A4- to read as follows:

##### Section A4- Competitive Bids.

- A. Prior to making any purchase of supplies, materials, equipment, or entering into a contract for the provision of services or the construction of public works, the Commissioner, the Purchasing Agent, or the Commissioner of the County Department of Public Works, as the case may be, shall provide an opportunity for competition under such rules and regulations as may from time to time be established by State law or local legislation. Contracts that are subject to competitive bidding shall be awarded to the lowest responsible bidder who shall give security for the performance of the contract, if required by the Commissioner, Purchasing Agent, or Commissioner of the County Department of Public Works, as the case may be. However, the Commissioner, the Purchasing Agent, or the Commissioner of the County Department of Public Works, as the case may be, may award such contract to a bidder/other than the lowest responsible bidder, as aforesaid, where such other bidder maintains a principal place of business located within Suffolk County or located within Nassau County, or sells the contracted for supplies, material, or equipment manufactured and located within Suffolk County or located within Nassau County, and submits a bid not exceeding ten percent (10%) more than the otherwise lowest responsible bidder.
- B. In the event that the County Executive certifies, in writing to the County Legislature, that a sudden disaster, such as a hurricane, tornado, flood, blizzard, explosion, airplane crash, earthquake, nuclear war, radiological emergency, war, civil unrest or disobedience, act of God, or comparable act has occurred, or in the event that a written declaration of such a disaster is adopted in the form of a resolution by an affirmative vote of at least two-thirds (2/3) of the entire membership of the County Legislature, then the requirement in paragraph (A) of this section may be waived by the County Executive.
- C. Any contract entered into in violation of paragraph (A) of this section shall be null and void ab initio and the County Comptroller shall be prohibited from making any payment on any such contract.

#### Section 4. Applicability.

This law shall apply to contracts awarded on or after the effective date of this law.

#### Section 5. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation,

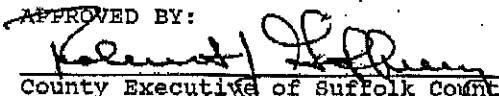
rm, partnership, entity, or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 6. Effective Date.

This law shall take effect immediately upon filing in the office of the Secretary of State.

ATTEST: February 23, 1993

APPROVED BY:

  
County Executive of Suffolk County after a public hearing duly held on

March 8, 1993 &  
March 30, 1993.

Date of Approval: 3/8/93. Filed with the Secretary of State on

**RESOLUTION NO. 238     - 1997, ADOPTING LOCAL  
LAW NO. 10- 1997, A LOCAL LAW TO AMEND LOCAL  
LAW NO. 5-1993, ESTABLISHING A LOCAL  
PREFERENCE PROGRAM FOR SUFFOLK COUNTY  
CONTRACTS**

**WHEREAS**, there was duly presented and introduced to this County Legislature at a regular meeting held on     March 18     , 1997, a proposed local law entitled, "A LOCAL LAW TO AMEND LOCAL LAW NO. 5-1993, ESTABLISHING A LOCAL PREFERENCE PROGRAM FOR SUFFOLK COUNTY CONTRACTS", and said local in its final form is the same as when presented and introduced; now, therefore, be it

**RESOLVED**, that said local law be enacted in form as follows:

**LOCAL LAW NO. 10-YEAR 1997, SUFFOLK COUNTY, NEW YORK**

**A LOCAL LAW TO AMEND LOCAL LAW NO. 5-1993, ESTABLISHING A LOCAL  
PREFERENCE PROGRAM FOR SUFFOLK COUNTY CONTRACTS**

**BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF  
SUFFOLK**, as follows:

**Section 1. Legislative Intent.**

This Legislature hereby finds that the definition contained in Local Law 5-1993 pertaining to businesses "Located Within Suffolk County or Nassau County," is overly restrictive, and unintentionally precludes some local businesses from qualifying as a local business under the Law.

Accordingly, the purpose of this law is to amend the relevant definition of a local business to allow broader participation by the companies in Suffolk and Nassau Counties, as this Legislature had originally intended.

**Section 2. Amendment.**

Section 2 (B) of Local Law 5-1993 is hereby amended as follows:

- B.) "Located within Suffolk County or Nassau County" shall mean having a principal place of business physically located within the geographical boundaries of either County. In the case of an individual, partnership, corporation, association, or proprietorship, it shall mean having an office from which at least a majority of the employees are assigned and at which at least a majority of the employees work. In the case of a joint venture, the principal place of business shall be construed as requiring both entities, in the case of a two-(2) -party venture, meeting the pertinent test for a principal place of business set forth above and at least a majority of the entities in the case of a multiple-party venture, meeting the pertinent test for a principal place of business set forth above.

**Section 3. SEQRA.**

This Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Env. Con. Law Art. 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(20) and (27), in that the law pertains to routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. Since this law is a Type II action, the Legislature has no further responsibilities under SEQRA.

**Section 4. Severability.**

If any clause, sentence, paragraph, subdivision, or part of this Article or the application thereof to any person, firm or corporation, or circumstance, shall be adjudicated by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgement shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Article, or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective Date.

This law shall take effect immediately upon filing with the Secretary of State.

DATED: April 15, 1997

APPROVED BY:



County Executive of Suffolk County

after a public hearing duly held on 4/28/97  
Date of Approval: 4/29/97

Filed with the Secretary of State on 5/15/97

Intro. Res. No. 1688-2008  
Introduced by Legislator Eddington

Laid on Table 8/5/2008

**RESOLUTION NO. 849 -2008, ADOPTING LOCAL LAW NO. 41 -2008, A LOCAL LAW TO STRENGTHEN COMPETITIVE PROCUREMENT PROCEDURES AND MAXIMIZE SAVINGS FOR TAXPAYERS**

**WHEREAS**, there was duly presented and introduced to this County Legislature at a meeting held on August 5, 2008, a proposed local law entitled, "**A LOCAL LAW TO STRENGTHEN COMPETITIVE PROCUREMENT PROCEDURES AND MAXIMIZE SAVINGS FOR TAXPAYERS**;" now, therefore be it

**RESOLVED**, that said local law be enacted in form as follows:

**LOCAL LAW NO. 41 -2008, SUFFOLK COUNTY, NEW YORK**

**A LOCAL LAW TO STRENGTHEN COMPETITIVE PROCUREMENT PROCEDURES AND MAXIMIZE SAVINGS FOR TAXPAYERS**

**BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK**, as follows:

**Section 1. Legislative Intent.**

This Legislature hereby finds and determines that the County of Suffolk enacted Local Law No. 4-1993 and Local Law No. 5-1993, generally known as the "local preference" laws to give businesses located in Suffolk County and Nassau County a better chance to win contracts for consulting services, construction of public works, and provision of supplies, materials and equipment.

This Legislature further finds that in the case of public works and procurement contracts, Local Law No. 5-1993 (codified in § A4-14 of the SUFFOLK COUNTY ADMINISTRATIVE CODE) authorizes county officials to award a contract to a local business as long as their bid does not exceed the lowest bid by more than 10%. Local Law No. 4-1993 (codified in § A4-13 of the SUFFOLK COUNTY ADMINISTRATIVE CODE) states that all consulting contracts shall be awarded to a local consultant unless there is no local consultant with the requisite expertise or credentials.

This Legislature also determines that the County of Suffolk enacted these laws to assist Long Island businesses and protect local jobs during an economic downturn. While these goals were and are worthy, Local Law Nos. 4 and 5 of 1993 have had the unintended effect of disqualifying some businesses that have a substantial local presence from competing for County contracts.

This Legislature also finds and determines that the County's local preference laws should be amended to encourage broader competition and obtain greater cost savings for Suffolk County taxpayers.

Therefore, the purpose of this law is to update the County's local preference laws in order to achieve greater cost savings from fuller competition while continuing to promote the use of local businesses and strengthen the local economy.

## **Section 2. Amendments.**

### **I. Section 2 of Local Law No. 4-1993 is hereby amended to read as follows:**

#### **Section 2. Definitions.**

As used in this section the following definitions shall have the meanings indicated:

"CONTRACT" shall mean any claim, account, or demand against or agreement, other than a collective bargaining agreement, upon sufficient consideration, with Suffolk County or any divisions, departments, agencies, or entity thereof, express or implied for the rendering or performance of personal or professional services and shall include extensions, modifications, renewals, or amendments.

"CONSULTING SERVICES" shall mean the expertise, advice, professional services, or any other personal services provided by any individual, association, proprietorship, partnership, corporation, or joint venture by contract with Suffolk County including, but not limited to, design work, planning work, medical, legal, engineering, computer, accounting, or educational services.

"CONSULTANT" shall mean any individual, association, proprietorship, partnership, corporation, or joint venture to be contracted by Suffolk County to provide expertise, advice, professional services, or any other personal services, including, but not limited to, design work, planning work, medical, legal, engineering, computer, accounting, or educational services.

"LOCATED AND DOING BUSINESS WITHIN SUFFOLK COUNTY OR NASSAU COUNTY" shall mean maintaining a place of business and a staffed, operational office at an address within the geographical boundaries of Suffolk County or Nassau County for a period of at least one year from which a majority of the employees performing the contracted for services are assigned. In the case of a joint venture, this term shall be construed to require at least one entity, in the case of a two-party venture, to maintain a place of business within Suffolk or Nassau County for a period of at least one year, and in the case of a multi-party venture, require a majority of the entities to maintain a place of business within Suffolk or Nassau County.

### **II. Section 2 of Local Law No. 5-1993 is hereby amended to read as follows:**

#### **Section 2. Definitions.**

As used in this section, the following definitions shall have the meanings indicated:

"CONTRACT" shall mean any claim, account, or demand against or agreement, other than a collective bargaining agreement, upon sufficient consideration, with Suffolk County or any divisions, departments, agencies, or entity thereof, express or implied for the rendering or performance of personal or professional services and shall include extensions, modifications, renewals, or amendments.

"LOCATED AND DOING BUSINESS WITHIN SUFFOLK COUNTY OR NASSAU COUNTY" in the case of a contract for the provision of services or the construction of public works, shall mean maintaining a place of business and a staffed, operational office at an address within the geographical boundaries of Suffolk County or Nassau County for a period of at least one year, from which a majority of the employees performing the contracted for services are assigned. In the case of a contract for the purchase of supplies, materials or equipment, means maintaining a place of business and a staffed, operational office at an address within the geographical boundaries of Suffolk County or Nassau County and either i) manufacturing or producing supplies, materials or equipment in Nassau or Suffolk, or ii) keeping a representative inventory of its

supplies, materials or equipment within Suffolk County or Nassau County.

**III. Section A4-13(A) of the SUFFOLK COUNTY ADMINISTRATIVE CODE is hereby amended to read as follows:**

- A.) All contracts for consulting services shall be awarded by the appropriate officer, board or agency of the County of Suffolk to a consultant that is located and doing business within Suffolk County or Nassau County, anything in Article 5-A of the General Municipal Law to the contrary notwithstanding; except that where there is no local consultant who has the necessary professional expertise or credentials to provide the needed service, or where a local consultant's response to a Request for Proposals (RFP) exceeds the otherwise lowest response by more than 10% the contract may be awarded to a consultant not located and doing business within Suffolk County or Nassau County in accordance with Article 5-A of the General Municipal Law and Chapter 708 of the Suffolk County Code.

**IV. Section A4-14(A) of the SUFFOLK COUNTY ADMINISTRATIVE CODE is hereby amended to read as follows:**

- A.) Prior to making any purchase of supplies, materials or equipment or entering into a contract for the provision of services or the construction of public works, the Commissioner of the procuring department, the Purchasing Agent, or the Commissioner of the Department of Public Works, as the case may be, shall provide an opportunity for competition under the applicable state and county laws, rules and regulations. Contracts that are subject to competitive bidding shall be awarded to the lowest responsible bidder, who shall give security for the performance of the contract if so required by the awarding officer. However, the Commissioner of the procuring department, the Purchasing Agent or the Commissioner of the Department of Public Works, as the case may be, may award such contract to a bidder other than the lowest responsible bidder where such other bidder is located and doing business within Suffolk County or Nassau County and submits a bid not exceeding the otherwise lowest bid by more than ten percent (10%), except as follows:

- 1.) In those instances in which the supply being purchased by Suffolk County, either directly or through third-party intermediaries, is a medicine, a prescription drug, an over-the-counter drug, a generic drug, a brand-name drug, a pharmaceutical, or any other drug, in which case the contract shall be awarded to the lowest responsible bidder. The County shall, to the maximum extent feasible, join together with public institutions, state or local agencies, other agencies, the Suffolk County Labor/Management Committee for the administration of the Employee Medical Health Plan (EMHP), other municipalities, private for-profit entities, and/or private not-for-profit entities for the purchase of bidding on a large-volume basis for such medicines, prescription drugs, over-the-counter drugs, generic drugs, brand-name drugs, pharmaceuticals, or any other drugs in order to qualify for volume discounts or other favorable price concessions associated with joint purchasing.

**Section 3. Applicability.**

This law shall apply to all contracts awarded on or after the effective date of this law.

**Section 4. Severability.**

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined

in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

**Section 5. SEQRA Determination.**

- This Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.5(c)(20), (21), and/or (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this law.

**Section 6. Effective Date.**

- This law shall take effect on the thirtieth (30<sup>th</sup>) day immediately subsequent to filing in the Office of the Secretary of State.

DATED: October 14, 2008

EFFECTIVE PURSUANT TO SECTION 2-15(D) OF THE SUFFOLK COUNTY CHARTER,  
RETURNED BY THE COUNTY EXECUTIVE UNSIGNED NOVEMBER 14, 2008

After a public hearing duly held on October 28, 2008  
Filed with Secretary of State on December 3, 2008

# **V**

## **Child Sexual Abuse Reporting Policy**

CHAPTER 577, ARTICLE IV, Child Sexual Abuse Reporting Policy [Adopted 6-11-2002 by Res. No. 543-2002]

§ 577-16. Policy established.

The County of Suffolk hereby establishes a formal child sexual abuse reporting policy as follows:

- A. Each County Department that has a contract or agreement with any individual, partnership, corporation, joint venture, business organization, or other entity which receives payments from the County of Suffolk, either directly or as a conduit for payment from another level of government, shall notify such individual, partnership, corporation, joint venture, business organization, or other entity that Suffolk County requires full compliance with the reporting and disclosure provisions of Subsection C of this section, as a condition precedent to receipt of such payment and continuing receipt of such payment, in those instances in which an allegation has been made of sexual abuse of a minor by any employee or member of such contract vendor, including any member of the clergy, involving any of the following sex offenses:
- (1) Rape in the third degree, § 130.25 (less than 17 years old) of the New York Penal Law;
  - (2) Rape in the second degree, § 130.30 (less than 14 years old) of the New York Penal Law;
  - (3) Rape in the first degree, § 130.35 (less than 11 years old) of the New York Penal Law;
  - (4) Sodomy in the third degree, § 130.40 (less than 17 years old) of the New York Penal Law;
  - (5) Sodomy in the second degree, § 130.45 (less than 14 years old) of the New York Penal Law;
  - (6) Sodomy in the first degree, § 130.50 (less than 11 years old) of the New York Penal Law;
  - (7) Sexual abuse in the third degree, § 130.55 (less than 17 years old) of the New York Penal Law;
  - (8) Sexual abuse in the second degree, § 130.60 (less than 14 years old) of the New York Penal Law;
  - (9) Sexual abuse in the first degree, § 130.65 (less than 11 years old) of the New York Penal Law;
  - (10) Aggravated sexual abuse in the third degree, § 130.66 (less than 11 years old) of the New York Penal Law;
  - (11) Aggravated sexual abuse in the second degree, § 130.67 (less than 11 years old) of the New York Penal Law;
  - (12) Aggravated sexual abuse in the first degree, § 130.70 (less than 11 years old) of the New York Penal Law;
  - (13) Course of sexual conduct against a child in the first degree, § 130.75 (less than 11 years old) of the New York Penal Law; and
  - (14) Course of sexual conduct against a child in the second degree, § 130.80 (less than 11 years old) of the New York Penal Law;
  - (15) Sexual misconduct, § 130.20 (sexual intercourse without consent) of the New York Penal Law;
  - (16) Forcible touching, § 130.52 (sexual or intimate parts) of the New York Penal Law;
  - (17) Persistent sexual abuse, § 130.53 (two or more convictions within the past 10 years for less than 17 years old or 14 years old) of the New York Penal Law;
  - (18) Aggravated sexual abuse in the fourth degree, § 130.65a (less than 17 years old) of the New York Penal Law;
  - (19) Female genital mutilation, Section 130.85 (less than 18 years old, nonmedical procedure) of the New York Penal Law;
  - (20) Facilitating a sex offense with a controlled substance, § 130.90 (without consent to commit a felony) of the New York Penal Law.
- B. Definitions. For the purposes of this article, the following terms shall have the meanings indicated:

CLERGY -- A duly authorized bishop, pastor, rector, priest, rabbi, minister, imam, nun, or a person having authority from, or in accordance with, the rules and regulations of the governing ecclesiastical body of the denomination or order, if any, to which the church belongs, or otherwise from the church, synagogue, or mosque to preside over and direct the spiritual affairs of the church, synagogue, or mosque, as the case may be.

MINOR -- Anyone under the age of 18 years of age;

C. All supervisory, administrative, or management employees of any individual, partnership, corporation, joint venture, business organization, or other entity receiving payment from the County of Suffolk, either directly or as a conduit for payment from another level of government, under agreement or contract with the County of Suffolk, shall report or cause a report to be made to 911 or the pertinent village, town, or county Police Department when he/she, or it has reasonable cause to suspect that a minor coming before them is or has been the victim of sexual abuse, or when another person or clergy person comes before them and states from personal knowledge facts, conditions, or circumstances which, if correct, would render the minor a victim of sexual abuse under any of the following sex offenses, said reporting to occur within 24 hours after forming the reasonable cause or first learning of the allegations: [Amended 8-28-2002 by Res. No. 819-2002]

- (1) Rape in the third degree, § 130.25 (less than 17 years old) of the New York Penal Law;
- (2) Rape in the second degree, § 130.30 (less than 14 years old) of the New York Penal Law;
- (3) Rape in the first degree, § 130.35 (less than 11 years old) of the New York Penal Law;
- (4) Sodomy in the third degree, § 130.40 (less than 17 years old) of the New York Penal Law;
- (5) Sodomy in the second degree, § 130.45 (less than 14 years old) of the New York Penal Law;
- (6) Sodomy in the first degree, § 130.50 (less than 11 years old) of the New York Penal Law;
- (7) Sexual abuse in the third degree, § 130.55 (less than 17 years old) of the New York Penal Law;
- (8) Sexual abuse in the second degree, § 130.60 (less than 14 years old) of the New York Penal Law;
- (9) Sexual abuse in the first degree, § 130.65 (less than 11 years old) of the New York Penal Law;
- (10) Aggravated sexual abuse in the third degree, § 130.66 (less than 11 years old) of the New York Penal Law;
- (11) Aggravated sexual abuse in the second degree, § 130.67 (less than 11 years old) of the New York Penal Law;
- (12) Aggravated sexual abuse in the first degree, § 130.70 (less than 11 years old) of the New York Penal Law;
- (13) Course of sexual conduct against a child in the first degree, § 130.75 (less than 11 years old) of the New York Penal Law; and
- (14) Course of sexual conduct against a child in the second degree, § 130.80 (less than 11 years old) of the New York Penal Law;
- (15) Sexual misconduct, § 130.20 (sexual intercourse without consent) of the New York Penal Law;
- (16) Forcible touching, § 130.52 (sexual or intimate parts) of the New York Penal Law;
- (17) Persistent sexual abuse, § 130.53 (two or more convictions within the past 10 years for less than 17 years old or 14 years old) of the New York Penal Law;
- (18) Aggravated sexual abuse in the fourth degree, § 130.65a (less than 17 years old) of the New York Penal Law;
- (19) Female genital mutilation, § 130.85 (less than 18 years old non-medical procedure) of the New York Penal Law;
- (20) Facilitating a sex offense with a controlled substance, § 130.90 (without consent to commit a felony) of the New York Penal Law;

- D. Whenever a clergy person is required to report under this article, in his or her capacity as a member of the clergy, he or she shall immediately notify the person in charge of such church, synagogue, or mosque, or his or her designated agent, who shall then also become responsible to report or cause reports to be made to 911 or the pertinent village, town, or county Police Department when he or she has reasonable cause to suspect that a minor coming before them is or has been the victim of sexual abuse, or when another clergy person comes before them and states from personal knowledge facts, conditions, or circumstances which, if correct, would render the minor a victim of sexual abuse. [Amended 8-28-2002 by Res. No. 819-2002]
- E. No information derived from a confession or confidential communication to a clergyman shall be disclosed pursuant to the requirements of this article if the confession or confidence is made to the clergyman in his or her professional capacity as a spiritual advisor, unless the person so confessing or confiding waives this privilege.
- F. All contract vendors covered by this article shall inform all of their employees in writing as to the disclosure requirements of this article and shall also inform them that each of them must report any allegations of child abuse covered in paragraph (A) of the 1st RESOLVED clause of this article to supervisory, management, or designated administrative personnel of the employer.

**§ 577-17. Failure to comply; penalties for offenses.**

Failure to comply with the terms and conditions of this article shall result in the following:

- A. First violation: the contract vendor shall be issued a warning and all supervisory, administrative, and management employees of such contract vendor shall be required to attend a child sexual abuse prevention/education workshop provided by a contract agency approved by the County of Suffolk via duly enacted resolution, which workshop shall include specific skills for adults to help prevent childhood sexual abuse; skills that adults can teach children to help protect themselves from childhood sexual abuse; skills for detecting the signs of childhood sexual abuse; and how to report allegations of childhood sexual abuse. The cost of this training shall be paid for by the contract vendor. In addition, the contract vendor shall submit a corrective plan of action to the Suffolk County Office of Labor Relations.
- B. Second violation within a three-year period subsequent to a first violation: the contract vendor shall be subject to a fine of 10% percent of the contracts that the pertinent violating individual supervisor, manager, or administrator oversees, not to exceed \$50,000. In addition, the contract vendor shall be put on probation for three years. An annual review shall be conducted by the Suffolk County Department of Audit and Control.
- C. Third violation within a three-year period subsequent to a first violation: the termination of the agreements with such individual, partnership, corporation, joint venture, business organization, or other entity overseen by the pertinent violating individual supervisor, manager, or administrator and the withholding of all payments to said individual, partnership, corporation, joint venture, business organization, or other entity for such agreements regardless of whether such payments are for past or future goods or services. The contract vendor shall not be eligible for funding from the County for three years from the date of such termination.
- § 577-18. Authority to issue rules and regulations.**

The Suffolk County Department of Law is hereby authorized, empowered, and directed to issue and promulgate such rules and regulations as shall be deemed necessary and appropriate to implement the provisions of this article.

**VI**

**SUFFOLK COUNTY  
INCONSISTENT PROVISIONS  
AND  
INDEMNIFICATION  
POLICY**

### **Inconsistent Provisions**

**The provisions of this Exhibit A shall prevail over inconsistent provisions of any other exhibit and over any other document not specifically referred to in this Agreement or made part hereof by the agreement or by a subsequent addendum or amendment or this Agreement in writing and signed by both parties, except to the extent that such provisions of this Exhibit A are specifically referred to an amended or superseded by such exhibit, addendum or amendment.**

### **Indemnification**

**The Contractor agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.**

## **VII**

### **LAWFUL HIRING LOCAL LAW 52-2006**

**SUFFOLK COUNTY DEPARTMENT OF LABOR**  
**NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW**  
**(8 U.S.C. SECTION 1324A)**  
**WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES**  
Suffolk County Code, Chapter 234 (2006)

**To Be Completed By Applicant/ Covered Employer//Owner**

**EMPLOYER/CORP./BUSINESS/COMPANY NAME:** \_\_\_\_\_

**1) ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**2) NOT-FOR-PROFIT:** YES \_\_\_\_\_ NO \_\_\_\_\_ (SUBMIT PROOF OF IRS NOT-FOR-PROFIT STATUS)

**3) VENDOR #:** \_\_\_\_\_ **4) \*\*CONTRACT ID:** \_\_\_\_\_  
(If known) (If known)

**5) CONTACT:** \_\_\_\_\_ **6) TELEPHONE #:** \_\_\_\_\_

**7) TERM OF CONTRACT OR EXTENSION (PROVIDE DATES):** \_\_\_\_\_

**8) AMOUNT OF CONTRACT OR EXTENSION:** \_\_\_\_\_

**9) BRIEF DESCRIPTION OF PROJECT OR SERVICE** \_\_\_\_\_  
\_\_\_\_\_

**SUBCONTRACTOR:** \_\_\_\_\_

**1) ADDRESS:** \_\_\_\_\_

**2) VENDOR#:** \_\_\_\_\_ **3) TELEPHONE #:** \_\_\_\_\_

**4) CONTACT:** \_\_\_\_\_

**5) DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE:** \_\_\_\_\_  
\_\_\_\_\_

**EVIDENCE OF COMPLIANCE:**

**COPIES OF THE FOLLOWING MUST BE MAINTAINED BY COVERED EMPLOYERS OR THE OWNERS THEREOF FOR EACH EMPLOYEE FOR THE TIME PERIODS SET FORTH IN SUFFOLK COUNTY CODE, CHAPTER 234, SECTION 5 (C):**

- A. United States passport; or
- B. resident alien card or alien registration card; or
- C. birth certificate indicating that person was born in the United States; or
- D. (1) a driver's license, if it contains a photograph of the individual; and  
(2) a social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); or
- E. employment authorization documents such as an H-1B visa, H-2B visa, and L-1 visa, or other work visa as may be authorized by the United States Government at the time the County contract is awarded for all covered employees.



## **VIII**

### **INSURANCE AGREEMENT**

## **Insurance**

- a. **The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County. The Contractor agrees to require that all of its subcontractors, in connection with work performed for the contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the contractor. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance will be as follows:**
  - i. **Commercial General Liability insurance, including contractual liability Coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.**
  - ii. **Automobile Liability insurance (if any vehicles are used by the Contractor in Performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand (\$100,000.00) for property damage per occurrence.**
  - iii. **Worker's Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations and disability Benefits insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108m this agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Worker's Compensation Law.**
  - iv. **Professional Liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.**
- b. **All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A\_ or better.**

- c. The Contractor shall furnish to the County Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the Contractor shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.
- d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address set forth in the paragraph entitled "Notices and Contact Persons" or at such other address of which the County shall have the Contractor notice in writing.
- e. In the event Contractor shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the County and Contractor.
- f. If the Contractor is a town or other municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance by insurance companies.