

Nassau County Office of Information Technology

Edward P. Mangano - County Executive

Ed Eisenstein - Commissioner of Information Technology

REQUEST FOR PROPOSALS

Website Design and Content Management System

RFP# IT0825-1038

Issue Date:

September 13, 2010

Nassau County
Long Island, New York



TABLE OF CONTENTS

This RFP contains the following sections:

- A. Introduction
- B. Anticipated Proposal Schedule
- C. Scope of Services
- D. Contract Term
- E. Mandatory Proposal Response Requirements
- F. Proposal Submission Instructions
- G. Proposal Evaluation Criteria
- H. General Information
- I. General Conditions for Proposers
- J. Additional Demonstrative Materials
- K. Award of Contract

Appendices:

Appendix A – Cost Proposal

Appendix B – Program Description and Staffing

Appendix C – Business History Form

Appendix D – Principal Questionnaire Form

Appendix E – Standard Clauses for Nassau County Contracts

Exhibit EE – Equal Opportunities for Minorities and Women

Exhibit L – Living Wage Law Certificate of Compliance

Request for Proposal (RFP)

A. Introduction

Nassau County, New York, Department of Information Technology (the "County") is currently seeking proposals from qualified individuals and entities authorized to do business in the State of New York, to provide Website Design Services and Implementation of a new Web Content Management System

Nassau County Department of Information Technology invites prospective Respondents to submit proposals for the design of an internet facing website for the County and the purchase and implementation of a web content management system (CMS) along with website design, development and implementation services. Proposals must be submitted in accordance with the conditions outlined in this Request for Proposals (RFP).

Nassau County is a suburban county on Long Island, in the U.S. state of New York, east of the New York City border, within the New York Metropolitan Area. As of the 2000 census, the population was 1,334,544, 447,387 households, and 347,172 families residing in the County.

Nassau County is committed to a policy of equal opportunity and does not discriminate against vendors on the basis of age, sex, sexual orientation, race, color, creed, religion, ethnicity, national origin, disability, marital status, familial status, veteran status or any other basis protected under federal, state, and local laws, regulations, and ordinances.

B. Anticipated Proposal Schedule

RFP Issue Date: **September 13, 2010**

RSVP for Bidders' Conference, if necessary: **September 27, 2010**

Bidders' Conference, if necessary: **October 5, 2010**

Proposal Due Date: **October 20, 2010**

Presentation, if necessary: On or about the week of **October 25, 2010**

Award Date: **TBD**

Dates indicated above are subject to change at the sole discretion of the County.

C. Scope of Services

The Scope of Services ("Scope") outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of this job title and compensation review and analysis.

Development and Technical Requirements

1) Website Objectives

There are a number of primary objectives to be accomplished by the development of a new website, both focused externally on website visitors and internally on website administrators. Aside from specific functionality, the website should meet the following overarching goals:

- a) Provide accurate, current, comprehensive information to County audiences, in a visually appealing, user-friendly way.
- b) Make it easier for audiences to interact with the County.
- c) Move transactions online, for citizens and businesses to provide convenience for users and convenience and efficiency for the County.
- d) Provide round-the-clock access to County information and transactions.
- e) Reduce County staff time to handle routine inquiries.
- f) Market and showcase the County
- g) Comply with Section 508 of the Rehabilitation Act of 1973 in all areas
- h) Offer a variety of communication methods to keep audiences up-to-date, including e-mail notifications, RSS feeds and Gov 2.0 interaction.
- i) Allow audiences to create on-site profiles aimed at increasing participation and interactivity.
- j) Simplify website administration, allowing users of all skill levels the opportunity and means to update assigned sections of the website.
- k) Build upon proven and accepted website development standards while maintaining the flexibility to easily grow and add new functionality for audiences and administrators over time and with minimal cost.

2) Audience and Site Structure

The website may contain information pertaining to a variety of different audiences; the navigational architecture of the site should therefore take those audiences into consideration, making structure, County and ease-of-navigation among the top priorities in a website content migration and development process.

Audiences served by the County's website include:

- Community councils
- Community commissions
- Internal and external municipal committees
- Community residents
- Local and regional businesses
- Potential visitors and tourists
- Local business clientele
- Community or area employees
- Area Chambers of Commerce
- Area Conference and Visitors Bureaus
- Vendors doing business or seeking business with the community
- Area School Districts

- Residents or visitors seeking employment
- Local or regional press / media
- Community activists and Counties
- Students

3) Experience and Development Criteria

Preference will be given to vendors with experience developing municipal government websites, with special attention given to vendors' breadth of experience, number of references, years of experience and expertise of staff. Additional development criteria include:

- a) The website will be developed through the cooperation of the County and the vendor and facilitated under the supervision of a dedicated project management professional in the direct employ of the vendor.
- b) Vendor will supply a team of development professionals to supplement the development process lead by the project's manager. This team should include staff members skilled in municipal website navigation and architecture, municipal website design and support and training of the content management system.
- c) Vendor shall have a proven development process and flexible timeline structure that favors the availability and time commitment of the County. Vendors should be prepared to share details of their development timelines and processes in proposals submitted to the County.
- d) The content management software must be a proven platform for website development and municipal website architecture. Developed that is requested and approved by the County should be performed by the vendor utilizing agile software development methodologies that encourage collaboration between the developer and the County in an iterative process.
- e) For ease of communication and project development, preference will be given to vendors utilizing their own development staff rather than subcontracting pieces of the project development to additional vendors. Subcontractors or vendor-utilized third-party developers who assist in part or in whole in the development of the website or continuing services shall be fully disclosed in any development proposal.

4) Design Guidelines and Qualifications

The visitor-facing design of the website should be welcoming, attractive and created by a County employee or employees with assistance by a member or members of the vendor's professional design staff. The combined group will be referred to as the "Website Design Team" or "Design Team". The final version of the design must incorporate elements that effectively represent the brand and image desired by the County through a consultative development process. Specific design guidelines and qualifications include:

- a) As a part of standard website project development, the Design Team shall develop an original design for the County and, over a period of time during the development of the website, consult with key members of the County's designated committee to make revisions and alterations to the Design Team's original design submission.

- b) Website design must be visually appealing, incorporating the County colors and logo where appropriate.
- c) Vendor should be able to provide design elements utilizing stock photography in the event that representative photography of the County is unavailable.
- d) Design elements should include photographs that are easily updated.
- e) Website design must maintain consistency throughout all pages to maximize usability, except where differentiating between departments and / or sections of the website as requested by the County.
- f) Vendor must have the capability to provide original designs for sub sites associated with the primary site within the framework of the primary project development period.
- g) Design should be compatible with the County branding program.
- h) The final version of the website should be easily identified as the Official Site of the County
- i) No advertisements, or pay-per-placement graphics, icons, or elements, will be allowed on the website.
- j) Website design and associated elements should comply with Section 508 of the Rehabilitation Act of 1973.
- k) Ownership of the website design and all content will be property of the County upon completion of the project.

5) Website Content Management Guidelines, System Features and Applications

- a) The vendor's content management system should be a web-based application that provides the core of the entire development process, being both the platform for development and the tool by which system administrators and contributors can update their new website. The content management system may feature plug-in applications or modules that enhance the functionality of the website, though core features of the CMS should center around ease-of-use, flexibility and, for ongoing stability, an established system must allow non-technical content contributors the following abilities:
 - A way to add, edit and move content directly on an assigned webpage without the need to utilize or be trained on a back-end administrative system
 - Quick and easy access to add and update calendar listings, with editing methods available through a direct, front-end interface or a robust back-end interface
 - Content publishers should be able to add and update menu items if assigned the appropriate permission level.
 - The CMS should automatically create and update a sitemap and on-page breadcrumbs when content is added, edited or removed from the site.
 - Content publishers should have the ability to assign multiple content records to a single link, allowing for rotating content.
 - The CMS must have a rich text editor for content additions and updates that, while allowing flexibility for higher-end content contributors, is simple and straightforward, giving basic content contributors a basic set of fewer options to alter established site styles.
 - Content contributors must have the option to use pre-created page templates to assist in the formatting and development of new content.

- Users who wish to add simple links – either internal or external – should be provided with an option to do so through an automatic hyperlinking option.
- Content added to the site, whether as a part of page content or additions to plug-in applications or modular elements shall feature delayed posting and automatic expiration abilities.
- Notification of expiration of site content shall be received by content owners through notifications available via an in-CMS action center, a dashboard administrative display and e-mail notifications.
- All published content on the website shall be automatically archived and retrievable at any time without having to refer to backup tapes.
- The administrative portion of the CMS shall be accessible for all content contributors and feature a customizable interface that displays critical shortcuts, on-site items that require attention, recent activity logs and an internal messaging system that displays administrative messages and updated information.
- Round-the-clock access to support materials including, but not limited to: online training manuals, support FAQs, customer support forums, instructional videos, informational newsletters, informational and support-driven webinars (live and archived), request forms, online education courses and support-related updates through common social networking mediums
- Trained content creators of the content management system shall have access to live support via e-mail or phone during vendor's normal business hours.

b) The system shall also include the following features for use by advanced administrative users:

- Administrators shall have the ability to add, edit, update and move menu items, affecting overall site structure and County.
- Reports detailing broken links on the website, including the referring page location so that links can be corrected
- A report detailing all changes and activity taking place on the website through content contributors and administrators; the report shall be filterable by start and end dates, times, by content time and by action taken. All history shall be exportable.
- A separate history report detailing user login history, including the user type, the date and time of the attempted login, the IP address of the user and whether or not the login attempt was successful
- Feature area control on website pages, including the ability to add featured areas and assign content to those areas
- Higher-level users shall have the ability to create content categories within CMS applications and modules and edit the parameters for categories, as well.
- A method by which administrators can create friendly URLs
- Administration of on-site banners and graphics, with the ability to add new banners and on-site graphical elements and assign those elements to specified areas of the site
- Access to site search statistics, including the ability to filter searched terms by date and time; search terms should have the ability to be exported

- The ability to manage administrative access to the site through a non-separable user permission system that defines in-system rights and workflows for both general content and modular applications that are included as a part of the CMS.
- The permission system shall be divisible into both user administration and group administration, allowing permission levels to be attributed to groups to which users can be added.
- Round-the-clock access to support materials including, but not limited to: online training manuals, support FAQs, customer support forums, instructional videos, informational newsletters, informational and support-driven webinars (live and archived), request forms, online education courses and support-related updates through common social networking mediums
- Designated administrators shall have round-the-clock access to live support via phone for emergencies.

In order to offer the most effective and applicable website possible to the County's intended audiences, the vendor's website content management system shall feature a full suite of functionality and applications designed for effective information-sharing for website content contributors and administrators, and interactive features for site visitors. Deliverables that are included as a standard part of the website content management system shall include:

c) System Administration Capabilities

- Page creation ability featuring the following page and section creation options:
 - o Dynamic Online Editor (Rich Text Editor)
 - o Pre-created section templates
 - o Dynamic link creation
 - o HTML upload ability
- Ability to add and edit banners to specified areas of the website
- Capability to administer branch sites associated with the primary site
- Site search statistics, including the ability to filter searched terms by date and time; search terms should have the ability to be exported
- An administrative center for reviewing, filtering and exporting overall website statistics, including the ability to view statistics by page and presenting the information in a graphical representation
- If necessary, one or more Secure Sockets Layer (SSL) certificates to encrypt data contained in site transmissions
- A password-protected area of the website, available only to those users approved to access secure content
- A report detailing all changes and activity taking place on the website through content contributors and administrators; the report shall be filterable by start and end dates, times, by content time and by action taken
- All published content on the website shall be automatically archived and retrievable at any time
- Ability to convert documents to PDFs via an included PDF conversion method

- Assignment of multiple content records to a single link, allowing content to rotate
- Assignment of multiple banners to a single page, allowing banners to rotate
- Content added to the site, whether as a part of page content or additions to plug-in applications or modular elements, shall feature delayed posting and automatic expiration abilities
- Included spell-check functionality
- A non-separable user permission system with multiple levels of rights that defines in-system rights and workflows for both general content and modular applications that are included as a part of the CMS
- A non-separable group permission system, that allows permission levels to be attributed to groups to which users can be added
- A dynamic menu structure, with the ability to easily add, edit, move and delete menu items in multiple structural areas of the site
- An infinite page structure system that allows the addition of an unlimited number of pages by the County
- An infinite menu level system that allows the addition of an unlimited number of menu levels by the County
- An administrative dashboard with a customizable interface that displays critical shortcuts, on-site items that require attention, workflow management, recent activity logs and an internal messaging system that displays administrative messages and updated information

d) Modular Applications and System Functionality

- A document repository specifically designed for agendas, minutes and other historical documents, with built-in filtering abilities, search capabilities specific to the application and a reverse-chronological display
- Bid posting functionality through an application specifically designed to display bids for multiple departments with filtering options by status
 - o Ability for site visitors to subscribe to updates from individual bid categories through HTML e-mail, plain-text e-mail or SMS text messages
- An integrated blog module with options for multiple blog categories and user comments
- Bulletin board software that allows audiences to join an online forum and participate in threaded discussions available in multiple categories and subcategories
- An easily searchable business and resource directory with the ability to display basic resource information, photos and links to additional material
- An event calendar application that allows an unlimited number of calendar categories or types to be added to the site, with an unlimited number of items allowed to be added within each individual category
 - o Calendar events shall be able to be set up as single events or recurring events, with options for daily, weekly, monthly or annual recurrences
 - o Calendar events with associated addresses shall be automatically mapped to at least one web-based mapping site
 - o Calendar events shall provide space for full descriptions including the ability to post images, tables and video within the description

- o The site visitor shall be able to view calendars by a list of events, a week view or a month view
- o Calendars shall be filterable by category, a start date and an end date, with the ability to search for keywords
- o Each calendar category shall, if desired, post events automatically to an RSS feed; the category feeds shall be available individually or collectively
- o The full on-site calendar and individual calendar categories shall produce an associated iCal feed that can be imported into major calendar applications (both desktop and web-based); individual calendar events shall produce an associated iCal file for the single event
- o Ability for site visitors to subscribe to updates from individual calendar categories through HTML e-mail, plain-text e-mail, SMS text messages, RSS feeds and to view calendar updates through popular social-networking applications
- An on-site document storage application with unlimited levels of folders, providing centralized storage of any type of file
- Easily visible and changeable emergency alert notifications that link to critical on-site information
- An expanded resource and information directory built specifically for public facilities, with an included method to request reservations
- A Frequently Asked Questions (FAQ) application that allows an unlimited number of FAQ categories or types to be added to the site, with an unlimited number of items allowed to be added within each individual category
- A free-form “spotlight” widget with unlimited categories that encourages additions of hyperlinks, images, videos and other content in multiple structural areas of the site
- An online form development tool for the County to develop interactive forms
 - o Ability to have unlimited categories of forms, with an unlimited number of forms in each category
 - o Method by which form data is stored in a database and can be exported in a usable format from the content management system
 - o Capability to merge forms with other applications of the content management system, such as a citizen request management system
- Job posting functionality through an application specifically designed to display jobs for multiple departments with filtering options by status
 - o Ability for site visitors to subscribe to updates from individual job categories through HTML e-mail, plain-text e-mail or SMS text messages
- A news and announcements application that allows an unlimited number of news categories or types to be added to the site, with an unlimited number of items allowed to be added within each individual category
 - o Ability to feature news and announcements on individual pages and in multiple structural areas of the site
 - o News items can easily be associated with images
 - o Each news category shall, if desired, post events automatically to an RSS feed; the category feeds shall be available individually or collectively
 - o Ability for site visitors to subscribe to updates from individual news categories through HTML e-mail, plain-text e-mail, SMS text messages, RSS feeds and to view news updates through popular social-networking applications

- Subscription functionality that allows site visitors to subscribe to one or more on-site topics and receive updates through an e-mail; subscription application may contain an unlimited amount of categories and has the ability to deliver an unlimited amount of correspondence
 - o Ability to create professional HTML newsletters through the subscription service and deliver to an unlimited number of subscribers
 - o Subscription ability tied into multiple other pieces of the content management system including calendars and news applications
 - o A double opt-in security system that prompts subscribers to confirm subscriptions and reduces the number of non-functioning e-mail addresses in the system
 - o No visible use of the CAPTCHA system
 - o Ability to select delivery via plain-text or HTML e-mails
 - o Ability to select delivery through SMS text messages
- An online job application system that allows site visitors to create an online profile with employment and background information, upload supporting documentation and apply for jobs posted in the job-posting application
- Ability to create opinion polls
- A central photo and image repository for the posting and display of images; within the gallery, vendor shall allow the creation of an unlimited number of categories
- An application designed to display links to other pages within the website or external pages on other websites, with the ability to feature these links on individual pages and in multiple structural areas of the site; application may have unlimited categories and an unlimited number of links within each category
- A citizen request management tool that allows users to log complaints or requests with the County and interact with the County in order to resolve requests
 - o Capacity for unlimited request categories and unlimited request forms
 - o An online profile builder that allows users to create a personal on-site presence for the purpose of returning to the site to read responses from the County or to request additional services
 - o A method by which County staff can view and respond to user requests
 - o Ability to add comments, files and images to an individual request history
 - o Ability to create form letters associated with responses to requests
 - o Ability to create work orders associated with requests
 - o Management methods to allow requests to be closed and reopened
 - o Rules and alerts to escalate requests to other parts of the County in a time frame and to individuals designated by the County
 - o Mapping functionality that allows the County administrators to view requests by category or by type on an integrated web-based map, with the capacity to filter requests by assignee, status and date
 - o Ability to export request data, with the capacity to filter requests by assignee, status and date
 - o Statistical analysis of data by application, category, request type and assignee
- An application that allows the County to post and display public real-estate locations, detailing property specifics and contact information for further inquiries

- A staff directory with unlimited levels of departments, sub-departments, divisions and groups, with options for expanded staff biographies and images; e-mail addresses associated with directory listings shall be automatically obscured from automated methods of e-mail collection
- Database display ability that imports tabled information and allows County staff to specify and create search fields and filters specific to the database
- Functionality that simplifies the posting and hyperlinking of documents into on-site content
- A table-building application designed to create tables in on-site content
 - o Full accessibility options provided in an easy-to-use interface that promotes all table-based aspects relating to Section 508 of the Rehabilitation Act of 1973, including specification of heading rows, specification of heading columns, addition of captions, alignment of captions, association of cells with headers and an overall summary of the table
 - o Unlimited columns and rows in created tables
 - o Ability to alter table properties, including border colors, border width, border type, overall table height, overall table width, cell padding, cell spacing, alignment, background colors, importing CSS classes from overall website styles and addition of background images
 - o Ability to alter individual cell properties, including height, width, alignment of in-cell content, background color, importing CSS classes from overall website styles, addition of background images and text-wrapping format
- Image management tools for the addition of images to on-site content through web pages and modular elements associated with the content management system
 - o Image editing abilities on uploaded images, including the ability to change opacity, resize images dynamically based on width and height, ability to constrain proportions, flip images, rotate images, crop images, restore images and save altered images as either a thumbnail or alteration of the original upload or to replace the original upload with the altered image.
 - o Capacity to upload multiple images at one time and associate images with specific pages; the maximum file size should be no less than two (2) megabytes
 - o Ability to preview images prior to association with on-site content
 - o Ability to alter image properties, including image width, image height, capability to associate or disassociate width and height, border color, border width, image alignment, margins and application of CSS classes from overall website styles
 - o Full accessibility options provided in an easy-to-use interface that promotes all image-based aspects relating to Section 508 of the Rehabilitation Act of 1973, including specification of alternate text and long descriptions
- Image mapping tools to create clickable maps or images with multiple hyperlinked points
- Integrated Flash management
- Integrated Media management
- Creation of slideshows using multiple images and common tools found in the image management portion of the website content management system
 - o Ability to alter the order, speed, transition type, transition duration and layout of on-site slideshows
 - o Images shall automatically resize to common and specified dimensions in slideshows
- For higher-end users, the capability to view the HTML code of any individual page and directly alter the code as necessary

- Easy embedding of audio, video, media and social-networking applications with associated embed codes
 - Integration with common social-networking applications such as Facebook and Twitter
 - Ability to allow site visitors to view archived content
 - RSS feeds associated with multiple on-site applications on a category-based level
- e) The County may desire the addition of optional features and applications, including, but not limited to:
- Live chat for County staff to interact with site users
 - Accessibility software embedded in the website that offers users access to larger fonts and audible content
 - Display of County GIS maps
 - eCommerce functionality for online billing and payments
 - Agenda management and creation software for automation of County agendas
 - Lightweight Directory Access Protocol (LDAP) integration
- f) Vendor's content management system shall be built in a stable and proven code base with a reliable information architecture that is hosted at a dedicated facility maintained by vendor. Architecture and hosting requirements include:
- The content management system shall be built in a web application framework optimized for the construction of websites, web applications and web services. Preference will be given to vendors operating in ASP.NET due to the framework's promotion of code reuse for robust development and allowance of programmatic changes utilizing a variety of supported .NET languages.
 - The content management system must be compatible with major browsers, with the vendor confirming support of the following:
 - o Internet Explorer, versions 7 and up
 - o Mozilla Firefox, versions 3.5 and up
 - o Safari, versions 4 and up
 - o Google Chrome

6) CMS Server Hardware Environment and System Hosting

The County plans to host the selected CMS and Website server(s) at the Nassau County Data Center. Bidder proposals must include required hosting hardware environment descriptions, specifications, diagrams, and itemized cost of the environment servers and installation assistance services. The County may elect to procure the CMS hosting hardware from other sources; however, the preference would be for a single source for the software system and the hardware environment. If the County elects to purchase the hardware from the winning system bidder, the vendor will be expected to supply the hardware and work with County Data Center personnel to direct and assist with the hardware installation and configuration. This portion of the bidder's proposal should be clearly defined and broken out as a separate section of the proposal.

7) Ongoing Service and Support

- a) Vendor's content management system, including all features and modular applications associated with the content management system, must have qualified and available support included as a part of ongoing services to maintain the content management system, using guidelines, structures and materials meeting or exceeding the following criteria:
- The vendor shall provide access to live support available via e-mail or phone during vendor's normal business hours.
 - The support team must be fluent in the functionality and uses of both the content management system's features and associated applications and modules.
 - Designated County points-of-contact shall have round-the-clock access to support for emergency purposes.
 - Round-the-clock access to support materials including, but not limited to: online training manuals, support FAQs, customer support forums, instructional videos, informational newsletters, informational and support-driven webinars (live and archived), request forms, online education courses and support-related updates through common social networking mediums
 - Preference will be given to vendors that provide support as an unlimited part of ongoing services rather than a pay-per-use system that discourages customer questions and interaction.
 - In all submitted proposals, vendors shall be able to produce for the County a Service Level Agreement that details guarantees of customer support as well as a service escalation process.
- b) While website content updates are managed by the County through the content management system, vendor must commit to regular maintenance and updating of the content management system and associated applications for the purposes of keeping the existing software up-to-date as well as introducing new functionality and applications. Vendor shall commit to:
- Rolling upgrades of the solution that strengthen and update the content management system's functionality and associated applications
 - Regular maintenance of the content management system to improve existing functionality and, when appropriate, take County requests into consideration
 - An internal process dedicated to reviewing new technologies and implementing development projects in order to provide a more robust content management system with additional features and applications
 - In all submitted proposals, vendors shall be able to produce for the County a Service Level Agreement that details guarantees of upgrades and the dedicated process for improving the software purchased by the County.

8) System Features

Please indicate by checking the appropriate box, if the below features are Included or Not Included in your proposed solution. Please complete this chart and include in your proposal.

Feature	Included	Not Included
---------	----------	--------------

Administration Features

LDAP Connectivity		
Multiple Sub-Site Options		
Logon and password maintenance		
PDF Converter		
Site Search Log		
SSL capability		
Unlimited Menu Levels		
Unlimited Pages		
Website Statistics		

Citizen Services

Website Tour		
Business Directory		
Calendaring features		
Contact Us		
Photo Galleries		
Facilities Listing		
Reservation system		
FAQs		
Image Center		
Link Directory		
Opinion Poll		
Photo Slideshow		
Permit Center		
Service Directory		
Site Search		
Most accessed page list		
Where/How Do I?		

Communications features

Blog		
Community Bulletin Board		
Emergency Notification System		
News Flash		
Notify Me when....		
RSS feeds		
Wiki		

Services by CMS supplier that include

Design Assistance		
Functionality Analysis		

Recommendations for Success		
Strategic Website Planning		
Usability Testing		

Content Management

Action Item Center		
Automatic "Alt" Tags		
Bad Links Identification		
Banner Administration		
Centralized File Storage		
Webpage deletion by expiration date		
Expiring Pages Notification		
Expiring Pages Report		
Forms Development Tool		
Graphic Links Administration		
Group Administration		
History Log		
HTML Upload		
Layout Administration		
Links Creation		
Live Edit		
Movable Menu Items		
Page Content Queing		
Page Redirects		
Page Versioning		
Page Wizards		
Publish Items in Multiple Places		
Rotating Banners		
Rotating Content		
Secure Administration		
Site Styles		
Spell Check		
Upload Multiple Files or a Folder		
User Administration		
Workflow for Content Review		
WYSIWYG Online Editor		

Customer Support by supplier should include

Web-based Support		
Client Support Forum		
Content Layout Support		
Content Writing Support		
E-mail Support		
Phone Support		

Services by CMS supplier

Custom Website Design		
Dynamic Elements Design		
Portal Development		

eGovernment features

Agenda Creator		
Archive Center		
Automatic Archiving		
Bid Posting		
Document Management Center		
e-Commerce		
e-Permitting		
Online Forms		
Staff Directory		

Human Resources features

Job Posting		
Online Job Applications		

Miscellaneous features desired

Accessibility Guidelines		
Dynamic Breadcrumbs		
Dynamic Sitemap		
E-mail This Page		
Print This Page		

D. Contract Term

It is the County's intent to award a contract to the selected proposer, which includes a schedule of payments based on specific, mutually agreed deliverables and subject to the County's right of early termination as provided in the contract. Options to renew or amend the contract will be at the sole discretion of the County.

E. Mandatory Proposal Response Requirements

All proposals must state the period for which the proposal shall remain in effect (i.e., how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 (one hundred eighty) days from the proposal date.

All Proposals must contain the following:

1. Cost Proposal Form attached as Appendix A.
2. Proposed approach to the Scope of Work attached as Appendix B, containing a complete written description of proposer's Proposal.
3. A duly completed and verified Business History Form attached as Appendix C, together with a current certified or verified financial statement and/or other commercially reliable written evidence of the proposer's credit, financial standing and capacity to perform in accordance with the terms of the Contract.

4. All officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer shall complete and verify the Principal Questionnaire attached as Appendix D.
5. Living Wage Law Certificate of Compliance, attached as Appendix F
6. The Proposer's Exceptions to the RFP Requirements, if any.
7. All submissions must be signed on the designated signature line by an officer or authorized agent of the proposing party.
8. Additional information that you believe pertinent to the County's requirements.
9. Statement proposer has registered with the County as a vendor.

F. Proposal Submission Instructions

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the proposals must follow the outline in the section of this Request For Proposal ("RFP") titled **Mandatory Proposal Response Requirements**. Each response should be clearly numbered and the full question listed.

The proposals must be signed by an individual who is authorized to bind the proposer to all commitments made in the proposal. The original and three (3) printed copies of the proposal, together with all attachment and an electronic version (CD) must be submitted to the County in a sealed opaque envelope no later than **4:00 p.m. EDT on October 20, 2010**. No telegraphic or facsimile proposals will be accepted. **Proposals received after the above date and time will not be considered.** The County is under no obligation to return proposals.

It is each proposer's responsibility to carefully review all the requirements of this RFP, including the scope of work, the specifications and terms and conditions. It is further the proposer's responsibility to ask questions, request clarifications, or otherwise advise the County if any language, specifications or requirements of this RFP appear to be ambiguous, contradictory, or to inadvertently restrict or limit the vendors that could meet the requirements of this RFP to a single source.

If a proposer takes exception to any requirement of this RFP, the proposer must clearly set forth the exception in its proposal, referencing the affected RFP section, paragraph and page. The proposer must set forth the reason(s) for the exception and indicate what (if any) alternative is being offered by the proposer. The County shall determine (in its sole discretion) the acceptability of any proposed exception(s). Where the County rejects a proposed exception, the County may offer the vendor an opportunity to withdraw its exception and propose an alternative. However, even where the County does not reject a proposed exception to the RFP prior to the issuance of a Notice of Intent to Award to a proposer, the County reserves the right to negotiate with the proposer regarding any such exceptions. Regardless of whether or not the County rejects proposed exceptions to the RFP, such exceptions will be considered by the County in evaluating the completeness and adequacy of the proposal. Proposers shall be deemed to have accepted all requirements of this RFP to which they have not specifically and clearly stated an exception in their proposal.

The County is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Interested parties may contact the authorized contact person listed below by telephone to advise that a fax transmission has been sent to the above number. Violation of these provisions may result in

immediate disqualification. Proposers will submit all proposals and direct all responses, questions, and any other communications to the following contact:

Nassau County Department of Information Technology
240 Old Country Road – 6th floor
Mineola, New York 11501
Email: CMS-RFP@nassaucountyny.gov

G. Contract Proposal Evaluation Criteria

Proposal elements, as described above, will be reviewed and evaluated for completeness and responsiveness according to pre-determined standards and selection criteria. Proposals will be deemed responsive only if the Vendor responds to and meets all of the requirements of this RFP. Vendors may be invited for interviews to discuss project requirements and proposal elements in more detail should the selection committee request such. The County reserves the right to award all or any part of this project, and to waive any technical irregularities or omissions, or to cancel this RFP and solicit new proposals if, in the County's sole judgment, the best interests of the County will be served. **The selection committee will evaluate each proposal and use the following for scoring each submission:**

Contract Requirements and Proposed Solution 40%

Overall responsiveness of the proposal;
Demonstration of a clear understanding of the requirements portion of the RFP;
Clear description of the scope of work needed to satisfy the defined RFP requirements,
Acceptability and efficacy of proposed analysis, management and implementation methods and procedures and supporting systems for ongoing project management and implementation support, previous engagements of similar scope and quality, description of recommendations and alternative approaches that the County might use to improve its management process including rationale for the recommendations or alternative approaches.

Vendor Profile: Organization, Capacity, Staffing, Resumes 10%

Complete substantiation of the organizational structure and capacity to provide and support the proposed services defined in Section 1, Number 2, Scope of Services, resumes of the proposed personnel (quality / demonstrated skills of proposed personnel); clear description of potential resource utilization methods and approach.

Related Experience 25%

Prior public sector experience, project management and implementation qualifications and related experiences of the Vendor including references, organizational and technical capacity, and outcome/results of services provided to other similar clients of similar size; comprehensive description of why the Vendor can perform the tasks defined in the RFP.

Cost of Overall Project 25%

Total cost to the County.

The County will consider any other relevant factors as determined by the selection committee.

H. General Information

1. **Incurring Cost.** The County shall not be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract.
2. **Rejection of Proposals.** This RFP does not commit the County to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, the County reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest proposer. The County reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of the County to so do.

The County may require the proposer selected to participate in negotiation and to submit any price, technical, or other revisions, or their proposals as may result from negotiations.

3. **Addenda to Request for Proposals.** Amendments to this RFP may be necessary prior to the closing date and will be furnished by mail to all prospective proposers who have requested these materials.
4. **Contract Negotiations.** The County intends to enter into contract negotiations with the firm or firms selected by the RFP Evaluation Committee, who shall be required to enter into a written contract with the County in a form approved by legal counsel for the County. The contract usually includes, without limitation, the standard clauses set forth in Appendix "E" attached hereto. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein.

The County reserves the right to negotiate the terms and conditions of the contract with the selected proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a vendor nor the negotiation of the contract with such vendor(s) shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract with such vendor(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.

5. **Additional Information.** The County may award a contract based upon offers received without discussion of such offers with the Proposers. Each offer, therefore, should be submitted in the most favorable terms that the Proposers can offer the County from a price and technical standpoint. However, the County reserves the right to request additional data or oral discussions or presentations in support of written proposals from any and all of the proposers. In addition, the County reserves the right to make on-site visits to the proposer's place of business to assess and/or evaluate proposer's qualifications.
6. **Disclosure of proposal contents.** The County will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Proposers shall indicate in their proposals any information they submit that they feel is exempted from disclosure under FOIL. In the event that the County determines that information is required by applicable law to be disclosed, the County will notify the proposer in advance of such disclosure to enable the Proposer to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.

7. **Independent Price Determination:** By submission of its offer, the proposers certify (and in the case of a joint offer, each party thereto certifies as to its own organization) that, in connection with procurement:
 - A. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other proposer or competitor; and
 - B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposers prior to award, directly or indirectly, to any other proposer or competitor; and
 - C. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and
 - D. No elected or appointed official or employee of the County shall benefit financially or materially from this contract. The County may terminate this contract if gratuities were offered or given by the proposer or his or her agency to any such official or employee.
8. **Ownership of Information:** All materials submitted in response to this Request for Proposals will become the property of the County.
9. **Examination of Records:** In submitting a proposal, the successful proposer agrees that the County shall have access to and the right to examine directly all pertinent documents, papers and records of the proposer and/or any sub-proposer as related to any contract and/or subcontract resulting from this RFP until six years after final payment has been made pursuant to any contract awarded as a result of the County's acceptance of proposal.
10. **Subcontracting:** The proposer will be responsible for the entire contract performance. The proposer must indicate in the RFP if it intends to use a sub-contractor for any part of the work. If so, the proposer shall identify each sub-contractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of the tasks to be performed by the sub-contractor must be included. The proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations thereunder without the prior written approval of the County.
11. **Negotiated Changes:** In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.
12. **Disclaimer:** The County and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the County does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

I. General Conditions for Proposers

1. The proposers will be required to pay its employees a "living wage" in compliance with Nassau County Local Law No. 1-2006 (the "Living Wage Law"), if applicable, and also to pay the prevailing wage rate as published by the New York State Department of Labor, if applicable, and comply with all applicable New York State Labor Law.

2. Proposer is bound by and shall comply with the terms of Exhibit EE and Exhibit L to the Standard Clauses for Nassau County Contracts, attached hereto as Appendix E, which are attached hereto and hereby made a part hereof, if the proposers would be considered "county contractors", as defined in those exhibits, if awarded this contract.
3. The contract shall provide that in the event of any material misrepresentation by the proposer contained in its proposal, County shall have the right to immediately terminate the agreement. It shall also provide that in the event the Proposer or any of its principals are convicted of a misdemeanor or felony during the term of the agreement, that the County shall also have the right to terminate the agreement.

J. Additional Demonstrative Materials

Parties are encouraged to provide as much additional material and detail as possible to completely describe and demonstrate the proposal.

K. Award of Contract

A Notice of Award will be issued by the Nassau County RFP Evaluation Committee. The Notice of Award will not constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a contract. Any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

L. Protest Policy

As indicated in Section F, all questions or concerns regarding this RFP must be directed to the designated contact. If a proposer believes that a concern has not been satisfactorily addressed, it may request a copy of the Vendor Protest Procedure from the designated contact.

Appendix A

Cost Proposal

Software Costs

Item	Description	Price
	Total Software Costs	

Hardware Costs

Item	Description	Price
	Total Hardware Costs	

Installation and Configuration Costs

Item	Description	Cost
	Total Installation Costs	

Maintenance and Upgrades

Item		
	Total Maintenance and Upgrades Costs	

Training Costs

Service/Item	Description	Cost
	Total Training Costs	

Vendor Staff Costs (If appropriate)

Item	Description	Cost
	Total Vendor Costs	

Other Costs (Specify)

Item	Description	Cost
	Total Other Costs	

Grand Total of all Costs	\$
---------------------------------	-----------

The undersigned hereby certifies his or her compliance with the following:

“NON-COLLUSIVE PROPOSAL CERTIFICATION”

By submission of this Proposal, each proposer and each person signing on behalf of any other proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- C. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The undersigned has carefully examined the Proposal and Contract Documents and agrees to perform this contract and to provide all services, labor, material and equipment necessary for this contract.

SUBMITTED BY: _____

(Signature)

PRINT NAME: _____

DATE: _____

APPENDIX B
Program Description and Staffing

Please provide a complete written description of the Proposal, including the following information:

- a. **Staffing:** Bios of firm principals as well as staff expected to be assigned to this project.
- b. **Detail prior experience** in the area of compensation consulting.
- c. Detail prior **experience with public sector** clients (similar size and scope).
- d. Detailed **cover letter on the firm's letterhead indicating** EIN number and the name of the parties authorized to discuss and/or enter into negotiations with Nassau County with respect this proposal.

(USE ADDITIONAL SHEETS IF NECESSARY)

APPROVED AND SUBMITTED BY: _____

(Signature)

PRINT NAME: _____ **DATE:** _____

APPENDIX C

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: _____

1) Proposer's Legal Name: _____

2) Address of Place of Business: _____

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: _____

Does the business own or rent its facilities? _____

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: _____

6) The proposer is a (check one): _____ Sole Proprietorship _____ Partnership _____ Corporation _____
Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ___ No ___ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No ___ If Yes, please provide details: _____

APPENDIX C

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No ___ If Yes, provide details. _____

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ___ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ___ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ___ If Yes, provide details for each such investigation. _____

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ___ If Yes, provide details for each such investigation. _____

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? No ___ Yes ___ If Yes, provide details for each such charge. _____

- b) Any misdemeanor charge pending? No ___ Yes ___ If Yes, provide details for each such charge. _____

APPENDIX C

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ___ Yes ___ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

No ___ Yes ___ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ___ Yes ___ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ___ Yes ___; If Yes, provide details for each such instance.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ___ Yes ___ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'Yes'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

APPENDIX C

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the Proposer be other than an individual, the Proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

APPENDIX C

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____



Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

APPENDIX C

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 2010

Notary Public

Name of submitting business: _____

By: _____

Print name

Signature

Signature

Title

Title

/ /

Date

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name _____
Date of birth ____/____/____
Home address _____
City/state/zip _____
Business address _____
City/state/zip _____
Telephone _____
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
President ____/____/____ Treasurer ____/____/____
Chairman of Board ____/____/____ Shareholder ____/____/____
Chief Exec. Officer ____/____/____ Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____ ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
NO ____ YES ____ If Yes, provide details.
.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ____ YES ____ If Yes, provide details.

APPENDIX D

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES ___; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ___ YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? NO ___ YES ___ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO ___ YES ___ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ___ YES ___ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ___ YES ___ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO ___ YES ___ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? NO ___ YES ___ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? NO ___ YES ___ If Yes, provide details for each such charge.

APPENDIX D

- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ____ YES ____ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ____ YES ____ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ____ YES ____ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ____ YES ____ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ____ YES ____ If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ____ YES ____ If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ____ YES ____ If Yes, provide details for each such year.

APPENDIX D

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 2010

Notary Public

Name of submitting business

Print name

Signature

Title

_____/_____/_____
Date

APPENDIX E

STANDARD CLAUSES FOR NASSAU COUNTY CONTRACTS

1. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

2. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

3. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

APPENDIX E

4. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

5. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

APPENDIX E

6. Insurance.

(a) **Types and Amounts.** The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than two million dollars (\$2,000,000) per occurrence, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance, including, without limitation, builder's all risk, if applicable, automobile liability insurance and umbrella liability insurance, as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to the County; and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) **Delivery; Coverage Change; No Inconsistent Action.** Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County Attorney's Office. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the County Attorney's Office of the same and deliver to the County Attorney's Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

7. Assignment; Amendment; Waiver; Subcontracting.

(a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

APPENDIX E

8. Work Performance Liability.

The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

9. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

10. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller, the County Attorney's Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

APPENDIX E

11. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

12. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

13. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

14. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of _____ dollars (\$_____) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

APPENDIX E

<u>Value of contract:</u>	<u>Administrative fee:</u>
\$0 - \$5,000	\$0
\$5,001 - \$50,000	\$160
\$50,001 - \$ 100,000	\$266
\$100,001 or more	\$533

15. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.

APPENDIX E

Exhibit EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under

APPENDIX E

the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The

APPENDIX E

award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

APPENDIX E

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents

APPENDIX E

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX E

Exhibit L

Living Wage Law Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

_____ (Name)

_____ (Address)

_____ (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.
3. In the past five years, Proposer/Bidder _____ has _____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _____ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or

APPENDIX E

benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

Dated

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this

_____ day of _____, 2010.

Notary Public