

JEFFERSON COUNTY PURCHASING DEPARTMENT  
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Date of Notice: July 10, 2019

Notice to Proposers

Sealed Proposals will be received by the Office of the County Purchasing Department, Jefferson County, 195 Arsenal Street, Watertown, New York 13601 until 3:30 PM EST on Thursday, August 8, 2019 for the following:

**RFP #19-31 INMATE COMMUNICATION SERVICES FOR THE COUNTY CORRECTIONAL FACILITY**

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

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

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

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

Any questions regarding this Request for Proposal should be submitted in writing (mail, fax or email) to the Jefferson County Purchasing Department.

Site Visit: All Contractors must attend the site visit at the same time. Please contact the Jefferson County Purchasing Department at 315-785-3077 or email at [Purchasing@co.jefferson.ny.us](mailto:Purchasing@co.jefferson.ny.us) to confirm your attendance at the site visit. The site visit will be held on Tuesday, July 23, 2019 at 1:00 PM EST.

## INSTRUCTIONS TO PROPOSERS

### A. DOCUMENTS

A complete set of documents shall be used to prepare a response to this request. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of the documents which make up this request. A complete set of documents may be examined or obtained from the Jefferson County Purchasing Department.

### B. GENERAL INFORMATION

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

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

Formal requests for clarification or questions regarding this Request for Proposal should be submitted via email to the Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, New York 13601, at [Purchasing@co.jefferson.ny.us](mailto:Purchasing@co.jefferson.ny.us). Any information given to a Proposer in response to a formal request will be furnished to all Proposers as an amendment to this solicitation if such information is deemed necessary for the preparation of uniform proposals. Only such amendments when issued by the County Purchasing Department will be considered as being binding on the County. Verbal explanations or instructions given by a County employee, consultant, etc, to a Proposer regarding this solicitation shall not be binding on the County, and shall be considered informal unless confirmed in writing by the Purchasing Department. The County will issue no response to any request for clarification received later than fifteen (15) days prior to the proposal due date.

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

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

### C. EVALUATION – AWARD

All proposals received in response to this RFP will be evaluated to determine if they are complete and meet the requirements specified in this RFP. After determining that a proposal satisfies the requirements stated in the RFP, a comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria will be made using subjective judgement. The award of a contract shall be based on the lowest and best proposal received in accordance with the evaluation criteria described below, and

whose offer is judged to be the most advantageous to the County. If needed, additional information, interviews, or product demonstrations may be required which will be held at the County Correctional Facility. Proposers must be prepared to demonstrate all features and functions included in their Proposed solution may be requested.

Proposals will be evaluated based on the following criteria:

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

The County reserves the right to change the evaluation process described above if circumstances dictate this or it is otherwise in the best interest of the County to do so.

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

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

#### D. QUALIFICATIONS

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

Due to the complex nature and security concerns of correctional facilities, Proposers shall demonstrate at least five (5) years of experience providing inmate communication services to counties of similar size. Proposers shall provide the County with financial statements, including statements of operations, balance sheets, and statements of cash flows, for the last two fiscal years.

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

#### E. DISQUALIFICATION

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

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

#### F. NO MISUNDERSTANDING

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

#### G. FORM OF CONTRACT

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

#### H. CANCELLATIONS

The County of Jefferson retains the right to cancel the contract resulting from this RFP without cause provided the Contractor is given at least ninety (90) days notice of intent to cancel. This provision should not be understood as waiving the County's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. The County shall have the right to postpone, suspend, abandon, or terminate the contract and such action shall be in no event deemed as breach of contract. In the event of any termination, postponement, delay, suspension, or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of the contract, including, but not limited to guarantees, warranties, plans, and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County and shall fix the value of the work which was performed by the Contractor prior to postponement, suspension, abandonment, or termination of the contract. This clause does not apply if the contract contains other provisions applicable to the postponement, suspension, or termination.

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

#### I. CONTRACT TERM

The initial contract term shall be for a period of five (5) years effective upon date of award. If mutually agreed between the County and the Vendor, the contract may be renewed under the same terms and conditions for an additional two (2) years not to exceed a total contract term of "seven (7)" years. Notice of intent to renew will be provided to the contractor generally within ninety (90) days prior to the expiration date of the current contract. This notice shall not be deemed to commit the County to renew the contract for the renewal period until such time as the County takes official action (generally by issuing a formal Purchase Order) to commit to such renewal. The County may issue new bids for a replacement contract at any time during the term of the initial contract if deemed necessary by the County to do so.

#### J. SITE VISIT

All Contractors must attend the site visit at the same time. Contractors should attend a site visit to become familiar with any local conditions that may in any manner affect the work to be done, as well as equipment, materials, labor, or services required. Contractors are required to carefully examine the specifications and to familiarize themselves thoroughly with regards to any and all conditions and requirements of the installation. During the site visit, Contractors may specify if there are any necessary modifications or additions to the site, which are required. No allowances will be made because of lack of knowledge of these conditions. Please contact the Jefferson County Purchasing Department at 315-785-3077 or email at [Purchasing@co.jefferson.ny.us](mailto:Purchasing@co.jefferson.ny.us) to confirm your attendance at the site visit. The site visit will be held on

### **GENERAL CONDITIONS**

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

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

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

- C. It is agreed that the successful Contractor will be responsible for any loss, personal injury, death, or other damage that may be done or suffered by reason of the Contractor's negligence, or failure to perform any of the obligations defined by this RFP, and the Contractor hereby agrees to defend, indemnify and save the County harmless for any loss, cost, damages and other expenses suffered by the County by reason of the Contractor's negligence or failure to perform any of the set obligations. The Contractor agrees to defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions. The negligence of any agent, servant or employee of the Contractor is deemed to be negligence of the Contractor within the meaning of this paragraph.
- D. Proposers may utilize subcontractors to complete the project provided that the Proposer is required to provide any information concerning such subcontractors requested by the County. In the event that a contract is awarded to a Proposer choosing to utilize a subcontractor, the successful Proposer will be responsible for ensuring that the subcontractors meet the requirements of this Request for Proposal and the contract between the County and the successful Proposer.
- E. It is understood that the successful Proposer is an independent Contractor and shall not be considered an agent of the County, nor shall any of the Proposer's agents or employees be considered subagents for the County.

- F. The successful Proposer shall without additional expense to the County be responsible for complying with any and all applicable laws, codes, and regulations in connection with the goods and services identified in this proposal. The County fully complies with the regulatory requirements, spirit, and intent of Affirmative Action and Equal Opportunity Employment. The successful Proposer agrees to comply with the non-discrimination and employment practices as required by applicable State and Federal laws and regulations regarding employment discrimination. The Proposer assures the County that in accordance with applicable law: it does not and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious beliefs, sexual preference or handicap. The Laws of New York State shall apply in construing any and all provisions of the RFP and resulting agreement.
- G. Pursuant to the provisions of Section 109 of the General Municipal Law, no Proposer to whom a contract is awarded shall assign, transfer, convey, subcontract, or otherwise dispose of all or part of such contract, or of his right, title, and interest herein, including the performance of the contract or the right to receive monies due, or to become due, or of his power to execute the contract without the prior written consent of the Jefferson County Purchasing Department. In the event the Proposer shall, without prior written consent, assign, transfer, convey, subcontract or otherwise dispose of the contract, or of his right, title, and interest herein, including the performance of the contract, or the right to receive monies due, or to become due, or his power to execute such contract, to any other person or corporations or upon receipt by Jefferson County of an attachment against the Proposer, the County of Jefferson shall be relieved and discharged from any and all liability and obligation growing out of such contract to such Proposer and the person or corporation to which such contract shall have been assigned, his assignees, transferees, or sublessee shall forfeit and lose all monies theretofore assigned on this contract, except so much as may be required to pay his employees.
- H. The exclusive means of disposing of any dispute arising as a result of contract award which is not disposed of by agreement, shall be decided in a New York State Court of competent jurisdiction located within Jefferson County. There shall be no right to binding arbitration. Pending final resolution of the dispute, the successful Proposer must proceed diligently with contract performance. The Proposer waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain, and any money requested must be fully supported by all documentation acceptable to the County.

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

- I. Insurance Requirements: CONTRACTOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A (-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to CONTRACTOR resulting from this Agreement. Commercial General Liability shall include personal injury liability. **The COUNTY, its officers, employees and agents shall be named as additional insureds on a primary and non-contributory basis on CONTRACTOR'S Commercial General Liability policy. In addition, a waiver of subrogation shall apply in favor of the COUNTY, its officers, employees and agents on CONTRACTOR'S Commercial General Liability policy.** It is further understood that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of CONTRACTOR and not those of the COUNTY.

Notwithstanding anything to the contrary in this Agreement, CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks

commercially insurable under this insurance described in this Section. The provision of insurance by CONTRACTOR shall not in any way limit CONTRACTOR's liability under this Agreement.

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

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

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

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

**REQUIRED EXTENDED REPORTING COVERAGE FOR CLAIMS BASED POLICIES**

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

**REQUIRED MINIMUM RETROACTIVE DATE FOR CLAIMS BASED POLICIES**

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

- J. Indemnification. CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, and its officers, employees and agents from and against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements), known or unknown, contingent or otherwise, whether incurred as a result of a claim by a third party or any other person or entity, arising

out of or in any way related to: (a) the work or operations of CONTRACTOR in the performance of this Agreement; or (b) CONTRACTOR'S failure to comply with any of the provisions of this Agreement or of the Law. Insofar as the facts and Law relating to any claim would preclude COUNTY or its officers, employees or agents, from being completely indemnified by CONTRACTOR, COUNTY and its officers, employees and agents, shall be partially indemnified by CONTRACTOR to the fullest extent permitted by Law.

The acts or omissions of any party employed directly or indirectly by CONTRACTOR, shall be deemed to be that of CONTRACTOR for the purposes of the CONTRACTOR's obligations to defend, indemnify and hold harmless under this Section. The fact that a party so employed by CONTRACTOR is alleged to or is proven to have acted outside the scope of employment, agency or contract, shall not relieve CONTRACTOR of any of its duties under this Section.

- K. The County is a duly authorized agent and shall have access to and have copies of the successful Proposer's records, including any books, computer tapes, discs or programs, or material pertaining to work performed under the contract at no cost to the County to determine or verify the compliance with all contractual conditions. The County shall be granted access to such records at all reasonable times during the contract period and for three (3) years thereafter.
- L. By submission of a proposal under this solicitation, the Proposer agrees that the County has sixty (60) days acceptance time in which to award a contract. The County reserves the right to reject as non-responsive any offer that specifies less than sixty (60) days of acceptance time.

A Proposer may withdraw its proposal at any time prior to the submittal deadline by submitting a request to do so in writing to the County Purchasing Department. Any proposal received by the County and not withdrawn becomes an irrevocable offer for a period of sixty (60) days after the submittal date. All signatures on proposals, amendments, and correspondence must be made by persons who are authorized to contractually bind the Proposers.

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

The information or data on pages \_\_\_\_\_ of this proposal, identified on the top thereof as "CONFIDENTIAL", contain financial, technical, or other information which constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. We request that the County use such information only for the evaluation of this proposal but we understand that the Authority must comply with the provisions of the New York State Freedom of Information Law (FOIL) and public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL", and to make no claim for any damages as a result of any such disclosure by the County pursuant to FOIL.



In the event the County receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the Proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the Proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the County in making its determination as to whether disclosure is required under the law.

- N. Non-Appropriations Clause. The awarding of a contract for the work outlined in this Request for Proposal is subject to the appropriation of funds and approval by the Jefferson County Board of Legislators. Any agreement between the County and the successful Proposer shall be executory only to the extent of the monies appropriated therefore. Contract award decisions will be made public as soon as possible. Proposers should not assume that their proposal has been approved until the receipt of official notification from the County of Jefferson. Neither this solicitation nor any representation by any public employee or office creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this solicitation.

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

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

1. Provided goods and services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified natural gas for the energy sector of Iran; or
2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible Proposer pursuant to Section 103 of the New York State General Municipal Law.

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

1. "By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each Proposer is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

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

Except as otherwise specifically provided herein, any Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the

Proposer cannot make the certification as set forth in subdivision (a) above, the Proposer shall so state and shall furnish with the request a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Proposal to any Proposer who cannot make certification, on a case-by-case basis under the following circumstances.

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  2. The County of Jefferson has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Jefferson would be unable to obtain the goods or services for which the proposal is offered. Such a determination shall be made by the County in writing and shall be a public document.
- P. Sexual Harassment. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. Where competitive bidding is not required, state departments and agencies may, at their discretion, require the above certification. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>

## DETAILED SPECIFICATIONS

It is the intent of Jefferson County to obtain proposals from responsive and responsible vendors to provide hosted IP-based services for the inmates of the County correctional facility located at 753 Waterman Drive, Watertown NY. The average daily population of the facility is 142 inmates.

We believe the specifications and requirements included in this document provide sufficient detail to secure proposals on comparable products and the requirements listed herein should be met in all proposals submitted.

Although not a requirement, it is our preference to contract with a company that is the sole source for engineering, deploying, and maintaining their own solutions.

The proposed system shall:

- Provide a turnkey telephone system and all related service to Jefferson County
- Include all required non-coin inmate phones suitable for a jail environment and utilize existing PC's available without the need to purchase additional hardware
- Identify the name of the facility and inmate placing the call to the called party
- Be able to detect, notify, and prevent three-way or conference calls except for approved numbers
- Prevent the inmate from obtaining a second dial tone or dialing additional digits once the call is accepted except to specific numbers authorized by the facility
- Be able to remotely monitor calls and be able to transfer calls in progress to investigators
- Ability to play prompts
- Prevent 'hook – switch dialing' and other fraudulent activity
- Allow call blocking of specific numbers, approve/disapprove specific numbers by telephone, and permit the called party to block future calls from the facility
- Be able to suspend privileges of an inmate for a specific period and be able to move an inmate from one location to another without the need to reenter data
- Provide real time validation of calls forwarded
- Allow the assignment of surveillance alerts by inmate PIN or dialed number to include:
  1. Alert to a specific cell phone, dialed number, or email address
  2. Real time listening of call in process
  3. Ability to disconnect the call
  4. Allow barge in and talk capabilities and return to listen mode
  5. Assigning and entering a PIN when alert call is received
  6. Ability to hide the alert from other authorized users
- Ability to attach and share case notes to a call
- Investigative software should be integrated and accessed from the call platform and not require the import or export of inmate information but must be able to import phone call records and stored contact data including data from cell phones
- Be able to analyze data between multiple correctional facilities, share information with other investigators, and allow the scheduling of reports and analysis
- Identify called party name and address
- Provide communication activity reporting, call frequency, an inmate's contact list and a contact list for called parties and identify changes in inmate contacts or dialed numbers
- Provide additional reports to include call activity, frequently dialed numbers, numbers dialed by more than one inmate, volume by phone, most frequently called numbers and numbers called from a specific phone
- Be able to import cell tower information obtained from public phone companies
- Be able to provide analysis based on chain, sequence, and pattern dialing concurrent phone usage, common contacts, and linkages between multiple parties in an easy to view timeline
- Have the ability to provide various reports including but not limited to communication activity, frequency, contact list, contact swap, common contacts, pattern analysis, contact swap, concurrent phone usage, and device activity
- Allow users to schedule reports on a consistent basis and ability to group items of interest for review

- Maintain all call recordings centrally and be available online through an online user interface for the life of the contract. The data should be able to be searched by number dialed, date, time, or inmate account
- Prevent communication with the called party and billing to begin until the call has been accepted
- Have the ability to be programmed for auto shut off at designated times and be shut down manually if necessary

**Voice Biometrics Capabilities:**

- Be fully integrated into the vendor's inmate calling system and not require any 3<sup>rd</sup> party software.
- Provide a secure, fully vetted voice signature database created through the fully supervised and validated enrollment of each inmate, which establishes a voice-to PIN relationship.
- Perform continuous voice signature monitoring for 100% of each and every call, and function continuously and covertly with no audible sounds or interruptions of the phone call for the purpose of identifying the inmates speaking on the call.
- Identify all inmates by their voice signatures on every call: continuous biometric identification by name of all inmates speaking on a call.
- Identify called parties by name if the called party has been identified by the system via current or previous contact.
- Provide the ability to search and find every occurrence of an inmate's voice and name as well as every called party on every call whether or not the inmate initiated the call.
- Provide the option of either call cutoff or call allowance based on inmate voice biometric technology that validates identity. The system will provide associated reporting.
- Automatically detect calls that include 3-way calling events.
- Automatically detect and flag all inmate-to-inmate calls no matter how or where they happen, and no matter whether the inmates are within a facility or in different facilities across the country.
- Provide the ability for investigators to search the call database by inmate, date range, voice, case number, high interest group or other criteria.
- Provide the ability to create and export reports showing misused PINs, 3-way calls, frequently called numbers, and suspicious called parties.
- Provide tools that give management the ability to track and report on staff usage of the software.
- Provide a call player that pictorially displays details of every call along with live action buttons:

**Video Visitation Requirements:**

Proposals must meet or exceed the technical requirements outlined in this RFP and include the following:

- A. Software that has been in use for a minimum of 36 months and installed and functional in a minimum of 50 client facilities and includes visitation scheduling, user management and policy management features that allow automatic connection while allowing the facility to monitor up to twelve concurrent sessions.
  - B. Allow visitation sessions to be conducted on both Android and Apple smartphones and tablets
1. Vendor must demonstrate software that has been provided consistently over the past 36 months. Software must be updated on a regularly-scheduled plan at a minimum of three times per year.
  2. The system, which includes visitation scheduling, user management, and policy management software, must be web-based and allow for Jefferson County Sheriff's Office to administer visitation sessions and visitation operations based on Jefferson County Sheriff's Office policies.
  3. Visitation sessions shall connect automatically, without any intervention from Jefferson County Sheriff's Office
  4. The system must assign a unique identification number to each inmate and user.
  5. The inmate interface must have a multi-lingual interface (English and Spanish at a minimum)
  6. The system must be able to support multiple facilities in multiple locations with multiple housing units and visitation locations.

7. The system must allow for Jefferson County Sheriff's Office to view up to 12 concurrent live video sessions.
8. The system must allow the Jefferson County Sheriff's Office to automatically or manually rotate between the next set of up to 12 concurrent live video sessions with the ability to terminate a video session for inappropriate or suspicious behavior.
9. The system should provide web-based visitation scheduling for authorized users (Agency staff, attorneys, the public) utilizing any standard web browser.
10. The system must display pending visits to Jefferson County Sheriff's Office staff and to those incarcerated.
11. The system must be able to automatically detect if remote visitor's computer system meets minimum requirements for system connectivity.
12. The system must allow family, friends, Attorneys, etc. to easily schedule onsite video visits using an onsite terminal, a smartphone or tablet, or a web browser.
13. The system must require visitors to provide both a photo of themselves and photo of identification (e.g. driver's license) during registration for Agency staff approval prior to scheduling a visitation session.
14. Visitors must be able to pay for the video visitation session using either a credit card or debit card.
15. The system must only display timeslots that meet Jefferson County Sheriff's Office policies.
16. The system must conduct conflict checking and only display times which are available when visits are being scheduled.
17. The system must allow users to easily change their personal information (i.e., password, address, phone number, etc.).
18. The system must send an email to a visitor when a visit is scheduled, modified, or cancelled.
19. The system must assign unique visitation identification numbers for every visit for reporting and tracking purposes.
20. The system must offer customizable set durations (e.g. 20, 30, 40 minutes) for each visit.
21. The system must provide a visual warning message to inform the visitor that the session will be ending in "XX" minutes or provide a visual countdown timer.
22. The system must provide different levels of permissions to facility staff users based on user type. For example:
  - i. Administrators: create/manage/edit – users, schedules, visitation rules, download recorded sessions, etc.
  - ii. Users: create/manage scheduled video visits, live monitoring sessions, approve/deny visitors
  - iii. Read-only user: can only view scheduled visits
23. The system will require a unique username and password that will allow the facility user access based on their allowed permissions
24. The system shall provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:
  1. Inmate ID number;
  2. Session ID;
  3. Appointment ID;
  4. Inmate first/last name;
  5. Visitor name;
  6. Date and time of visit;

7. Inmate video visitation station; and location/housing unit
8. Daily, weekly and monthly visit statistics.
25. Provide an audit trail/logs of all activity (i.e., user login times and locations, which users have scheduled/modified/cancelled a visit, etc.).
26. Provide for an Exclusion List which allows the Jefferson County Sheriff's Office to set visitor exclusions
27. Provide Cancellation/Interruption capabilities.
28. Provide authorized administrative users the ability to conduct searches and create reports.
29. Be able to communicate with the video hardware at the time of a scheduled visit so that the visitation session will automatically commence without staff involvement.
30. The system must have visitation recording capabilities.
31. Must provide a kiosk functionality that allows for multiple capabilities. These capabilities should be available for use at predetermined scheduled times outlined by Jefferson County Sheriff's Office and must be customizable to the exact feature. These functionalities should include:
  - A. Ability to place inmate telephone calls.
  - B. Ability to access to a Law Library.
  - C. Ability to provide employment information.
  - D. Ability to upload PDF documents such as an inmate handbook.
  - E. Ability to upload a Video (MP4) files deemed necessary by Jefferson County
  - F. Ability to enter a customized digital banner that will allow Jefferson County Sheriff's Office facility staff to broadcast concise messages to the inmate population.
  - G. Ability to allow access to Commissary ordering for the inmates.
  - H. A fully functional Video Visitation Capability fully compliant with the specifications outlined in this RFP.
32. Inmate Forms & Grievance submission capability that will:
  - a. Ability to keep all forms for the life of the contract – even if an inmate is released.
  - b. Ability to set a limit on the type of forms submitted per day.
  - c. The inmate platform on the kiosk must allow the ability for Jefferson County Sheriff's Office to present customized terms and conditions as a condition for inmates to accept prior to accessing services on the kiosk.
  - d. The system must provide an audit log of the inmate's acceptance or rejection of the terms and conditions with the ability to export.

#### **Hosted Video Visitation – Hardware Requirements**

1. The terminal must include a detention-grade hardened steel enclosure
2. The position of the hook-switch must not enable/disable a live visitation session.
3. The terminal must prevent spills from entering the enclosure.
4. The terminal must be able to access the web-based application and be enabled for touch screen inputs.
5. The terminal shall not have any openings exposed to the user. This includes all wiring and ventilation holes.
6. The terminal shall not have any external hinges.
7. The terminal will have a shatterproof touchscreen LCD display.
8. The terminal will have a built-in camera.
9. The terminal will utilize standards based videoconferencing CODEC (Encoder/Decoder) based on the H.264 video conferencing compressions.

10. The terminal must have heat syncs and heat vents located in the back of the terminal in order to allow for proper cooling.
11. The system shall be a complete TCP/IP-based system. All video and audio streams between the terminals, visitors, and management equipment (servers) shall be transmitted over TCP/IP Ethernet. Systems that utilize analog audio/video matrix switching systems are not acceptable.

#### **CORRECTIONAL TABLETS**

1. CONTRACT shall include Wi-Fi indigent tablets with headphones and officer tablets at no charge to the facility, which shall be updated wirelessly in real time.
2. Shall provide enough charging carts for safe and secure charging of all the tablets
3. Each inmate tablet shall display inmate name and ID number on the screen.
4. Proposer shall work with the County IT department to provide security measures which prevent inmates from breaching the network including:
  - a. Removal of Browser, contacts, calendar, native phone, and messaging clients.
  - b. No option for users to change settings or install/uninstall Apps with NO access to third party App stores.
    - c. NFC, Bluetooth, and Cellular wireless radio has is, except for WiFi
5. Proposer's wireless network traffic must be routed through the vendor system with no exception and provide a firewall, transparent proxy, DHCP, DNS, and routing services for the tablets.
6. Proposer should provide secure Internet Protocol communications by authenticating and encrypting each IP packet of a communication session.
7. Inmate Tablet Devices will have current and minimum capabilities to provide:
  - Phone calling
  - Job Search Application
  - Law Library Application (compliant with 1977 Supreme Court Ruling Bounds vs. Smith)
8. Contract shall include as many Officer Tablets as needed.
9. Vendor shall provide Officer tablets which will have total control of inmate tablets
  - Activation / Deactivation of tablets by:
    - Inmate
    - Groups of inmates
    - Facility
  - Activation / Deactivation of any or all applications by:
    - Inmate
    - Groups of inmates
    - Facility
10. Contract shall include tablets which have been wiped of any residual operating systems, must provide live monitoring capabilities, and provide tracking of tablet revenues for commissions.

## **Installation and Cut-Over Requirements**

1. The successful Proposer must provide inmate phones, remote administration station, the automated inmate call control system, and other proposed products and/or features as a fully functional and operational System by no later than 10/01/2019
2. Vendor shall submit a complete and detailed schedule of the time-frame required for installation, utility coordination, training, cut over and testing. The system must be installed in an expert manner and under a time-frame designed to minimize disruption of the normal functioning of the facilities.
3. The risk of loss and or damage will be assumed by the Proposer during shipment, unloading, and installation.

## **VVS-Specific Installation Requirements**

1. The Proposer must work with the Jefferson County Sheriff's Office to determine the exact times when Hosted Video Visitation equipment can be installed.
2. Each Proposal must include, how it performs standard system testing to ensure that the proposed Hosted Video Visitation Solution and its network services are fully implemented and ready to accept visitation traffic and Jefferson County Sheriff's Office use. This description must include the industry standard methodologies and the procedures and protocols consistent with the Hosted Video Visitation Solution proposed for the Jefferson County Sheriff's Office. The Proposer must describe what is required of Jefferson County Sheriff's Office personnel during this system testing. All hardware, software, software licensing, etc., required to perform this testing must be provided to the Jefferson County Sheriff's Office at no cost.
3. The proposer will be required to provide system testing which simulates normal operating conditions of the installed Hosted Video Visitation Solution to ensure proper performance after hardware and software configuration is complete. This simulation must include full traffic load representing high traffic situations for visitation traffic.
4. The successful proposer will have an office operating in New York State to provide the sharing of intelligence between the Proposer, Jefferson County, and other New York law enforcement agencies to provide the following services:
  - Cell phone forensics-for extraction of cell phone data as required
  - Call monitoring of inmate phone calls
  - Video visitation monitoring
  - Inmate electronic mail monitoring

## **Service and Maintenance**

1. Proposer must provide live domestic CSR & IVR support to the County 24 hours a day year round, without exception allowing constituents to set up accounts, make payments, access account information and resolve issues.
2. Proposer must provide constituents full service online support including ability to set up accounts, make payments, access account information, calculate call rates, and resolve issues (including online CSR chat and email support) via company website.
  - a. Constituents must have the ability to manage phone services, video visitation services, and email services from one centralized Web-based portal.
  - b. Proposer's Website must dynamically display available products to constituents based on previous calling history.
  - c. Proposer's Website and constituent portal must be accessible enhanced to support mobile devices such as cell phones and tablets.
  - d. Proposer's Website must allow constituents to configure text and email low balance notifications.



- e. Proposer's Website must allow constituents to subscribe to text payment services, specifically the ability to fund accounts and pay invoices via text messages.
  - f. Proposer's Website must allow constituents to subscribe to automatic payment services, specifically the ability to automatically fund accounts or pay invoices.
  - g. Proposer must support customizable service and courtesy notification campaigns to constituents via various methods (phone dialer, text message, email) to alert friends and family of bills due, bills past due, low account balances, account blocks, etc.).
3. Proposer shall respond to all major service outages within two hours. Major outage is defined as 30% or more of the functionality of the system.
  4. Describe the maintenance and quality assurance programs for telephones to be installed. The vendor shall only have personnel employed by the inmate telephone provider and no subcontractors shall be utilized.
  5. Detail the method of determining service interruptions and service call priorities. List response time for each priority and the level of expertise devoted to each priority.
  6. Provide a contact person who will be responsible for ongoing account management and support.
  7. System shall have the capability for remote diagnostic to minimize facility visits by vendor.

#### **Disaster Recovery**

1. Describe your disaster recovery system.
2. Each Proposal shall include the number of Data Centers in use.
3. How many staff do you have dedicated to managing and operating your data centers?

#### **Training**

1. Vendor shall provide initial installation training to the County staff in system administration, operation, and reporting. Upgrade and refresher training is also required for the length of the contract at no cost to the County.
2. The vendor must have the ability to provide initial and ongoing training through multiple options such as live training and Web-casting, as well as having an online help system integrated into the system.

## Commissions, Call Rates, and Fees

1. Call rates shall be as follows:

Call Type	Connect/First Minute	Each Additional Minute	Total for a 15-Minute Call
Local collect	\$	\$	\$
Local prepaid	\$	\$	\$
Intrastate/intraLATA collect	\$	\$	\$
Intrastate/intraLATA prepaid	\$	\$	\$
Intrastate/interLATA collect	\$	\$	\$
Intrastate/interLATA prepaid	\$	\$	\$
Interstate collect	\$	\$	\$
Interstate prepaid	\$	\$	\$

2. Commissions shall be paid on all calls to the extent allowed by federal and state law, to include interstate calls.
3. The fees charged to users shall not exceed those mandated by applicable tariffs and/or any rules of the Public Utilities Commission and Federal Communication Commission for all services. Vendor's proposal shall specify all fees that will be charged to end users.

PROPOSAL CERTIFICATIONS

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

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_ Federal ID Number: \_\_\_\_\_

I. General Bid Certification

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

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

Deviations: Yes \_\_\_\_\_ No \_\_\_\_\_

II. Non-Collusive Bidding Certification

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

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

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

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

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

(1) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

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

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

Title \_\_\_\_\_

Date \_\_\_\_\_

## NON-PROPOSER'S RESPONSE

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

NAME OF FIRM: \_\_\_\_\_

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

CITY/STATE/ZIP CODE: \_\_\_\_\_

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

Signature of Representative

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

RFP Number: 19-31

RFP Name: INMATE COMMUNICATION SERVICES FOR THE COUNTY  
CORRECTIONAL FACILITY

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

- A. By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Proposer cannot make the foregoing certification set forth in Paragraph A above, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to whom the proposal is made, or his designee, may award a proposal, on a case by case basis under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods and services for which the contract is offered. Such a determination shall be made in writing and shall be a public document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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