

JEFFERSON COUNTY PURCHASING DEPARTMENT
HISTORIC COURT HOUSE, 195 ARSENAL STREET
WATERTOWN, NEW YORK 13601-2565
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Email: Purchasing@co.jefferson.ny.us

Date of Notice: January 24, 2023

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 **THURSDAY, FEBRUARY 23, 2023, AT 4:00PM, EST.**, for the following:

RFP #23-02 – INTEGRATED RECORDS MANAGEMENT SYSTEM FOR THE JEFFERSON COUNTY CLERK’S OFFICE

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.

A site visit has been scheduled for **TUESDAY, FEBRUARY 7, 2023, AT 1:00 PM, EST.**, meeting at the security desk of the Jefferson County Office Building, 175 Arsenal Street, Watertown, NY 13601. Please contact the Jefferson County Purchasing Department at 315-785-3077 or email at Purchasing@co.jefferson.ny.us to confirm your attendance.

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. Please submit three (3) copies one (1) original unbound and two (2) copies.

B. GENERAL INFORMATION

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

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

Formal requests for clarification or questions regarding this Request for Proposal should be submitted via email to the Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, New York 13601, at 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 ten (10) days prior to the proposal due date.

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

The County MAY request a presentation by the contractor to clarify their proposal.

All proposals will be evaluated by the Jefferson County Clerk's Office, Purchasing Department, the Jefferson County Attorney's Office, and the County Executive. It is anticipated that the County will act to select a firm within sixty (60) days from the due date.

The proposal will be awarded on an all-or-nothing basis to the responsible firm that best meets the following criteria: technical qualities, ability and facilities to provide the required services, performance on similar contracts, and evaluation of the proposer's understanding of the County's needs and price.

Rejection or Acceptance of the Proposal:

1. All proposals will be initially evaluated for completeness and compliance with the technical specifications in compliance will be called to the attention of the proposer for discussion and correction. Substantial deviations from specifications or other RFP requirements will result in the disqualification of the proposal.
2. Proposer's references may be contacted during any stage of the evaluation process. The County reserves the right to contact references without advance notice to the proposer.
3. Cost information will be evaluated for completeness and arithmetic accuracy. Minor problems will be called to the attention of the proposer for discussion and correction.
4. Award for this contract will be based on the information submitted as required by this RFP. Award will not be based solely on cost; rather it will be made to the most qualified vendor based on the strength of their overall proposal.
5. Selected proposers MAY be required to provide a functional demonstration of hardware and software capabilities outlined in the RFP. The demonstration must be conducted with the specific products included in the vendor's proposal and involve document scanning, index data entry, image recording, image display, image printing, and other capabilities as specified in the RFP. The demonstration will involve documents to be supplied by the Jefferson County Clerk.

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

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

D. QUALIFICATIONS

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

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

E. DISQUALIFICATION

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

- Failure to satisfy the requirements of this RFP.
- Failure to settle outstanding bills for labor or materials related to previous contracts with the County.
- The Proposer defaulted under previous contracts with the County.
- If it is determined that the Proposer is already obligated for the performance of other work which would delay the commencement, prosecution, or completion of the services required.

- Lack of sufficient personnel, assets, or financial resources necessary to provide the services successfully as revealed by either financial statements or experience.
- Evidence of Collusion among Proposers.
- The Proposer cannot satisfy the County as to ability to perform.

F. NO MISUNDERSTANDING

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

G. FORM OF CONTRACT

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

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

H. CANCELLATIONS

The County of Jefferson retains the right to cancel the contract resulting from this RFP without cause provided the Contractor is given at least thirty (30) days notice of intent to cancel. This provision should not be understood as waiving the County's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. The County shall have the right to postpone, suspend, abandon, or terminate the contract and such action shall be in no event deemed as breach of contract. In the event of any termination, postponement, delay, suspension, or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of the contract, including, but not limited to guarantees, 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 by either termination or not extending the contract, the Proposer will remove all its equipment from the facilities without charge. The removal of equipment and disconnecting of service process will occur during the implementation of the new system with minimal interruption of services to this facility. It will be necessary that the incumbent vendor cooperate with the new vendor during the implementation of the new system.

I. CONTRACT TERM

The initial contract term shall be for a period of **one (1) year** 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 **four (4) additional one (1) year terms** not to exceed a total contract term of **five (5) years**. Notice of intent to renew will be provided to the contractor generally within ninety (90) days prior to the expiration date of the current contract. This notice shall not be deemed to commit the County to renew the contract for the renewal period until such time as the County takes official action (generally by issuing a formal Purchase Order) to commit to such renewal. The County may issue new 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 to confirm your attendance at the site visit. The site visit will be held on **TUESDAY, FEBRUARY 7, 2023, AT 1:00 PM, EST.**

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 the 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.

The use of subcontractors will require prior written approval from the Jefferson County Clerk. The Clerk is not obligated to approve any subcontractor. All subcontractors must be listed in the proposal. In the event the Clerk approves a subcontractor, the vendor shall retain the total responsibility for the performance of the subcontractor.

- E. It is understood that the successful Proposer is an independent Contractor and shall not be considered an agent of the County, nor shall any of the Proposer's agents or employees be considered subagents for the County.
- F. The successful Proposer shall without additional expense to the County be responsible for complying with any and all applicable laws, codes, and regulations in connection with the goods and services identified in this proposal. The County fully complies with the regulatory requirements, spirit, and intent of Affirmative Action and Equal Opportunity Employment. The successful Proposer agrees to comply with the non-discrimination and employment practices as required by applicable State and Federal laws and regulations regarding employment discrimination. The Proposer assures the County that in accordance with applicable law: it does not and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious beliefs, sexual preference or handicap. The Laws of New York State shall apply in construing any and all provisions of the RFP and resulting agreement.
- G. Pursuant to the provisions of Section 109 of the General Municipal Law, no Proposer to whom a contract is awarded shall assign, transfer, convey, subcontract, or otherwise dispose of all or part of such contract, or of his right, title, and interest herein, including the performance of the contract or the right to receive monies due, or to become due, or of his power to execute the contract without the prior written consent of the Jefferson County Purchasing Department. In the event the Proposer shall, without prior written consent, assign, transfer, convey, subcontract or otherwise dispose of the contract, or of his right, title, and interest herein, including the performance of the contract, or the right to receive monies due, or to become due, or his power to execute such contract, to any other person or corporations or upon receipt by Jefferson County of an attachment against the Proposer, the County of Jefferson shall be relieved and discharged from any and all liability and obligation growing out of such contract to such Proposer and the person or corporation to which such contract shall have been assigned, his assignees, transferees, or sublessee shall forfeit and lose all monies theretofore assigned on this contract, except so much as may be required to pay his employees.
- H. The exclusive means of disposing of any dispute arising as a result of contract award which is not disposed of by agreement, shall be decided in a New York State Court of competent jurisdiction located within Jefferson County. There shall be no right to binding arbitration. Pending final resolution of the dispute, the successful Proposer must proceed diligently with contract performance. The Proposer waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain, and any money requested must be fully supported by all documentation acceptable to the County.

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

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

CONTRACTOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and 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: Submission of a proposal to Jefferson County shall be deemed consent for the proposal to be publicly identified, and information contained therein shall be deemed a matter of public record unless such information is designated by the party submitting the proposal as trade secrets or other information allowed to be kept confidential pursuant to the Public Officer's Law of the State of New York.

All material submitted in response to this RFP becomes the property of the County and will be considered public records after the award of the contract. Proposals shall not be shared with any competing offerors during the selection phase of this procurement; however, after award of the contract to the successful offeror, proposals received in response to this Request for Proposal may be

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

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

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

"When submitting a proposal for consideration, unless otherwise noted, all proposers understand that Jefferson County may reject all submissions that are marked "confidential" either substantially or in their entirety (other than narrowly defined data considered a 'trade secret'. All submissions are considered non public information until the evaluation is complete and a Contract or Purchase Order is issued. At that point all submissions become public record."

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

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

Vendor/Proposer agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

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

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

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

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

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

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

Except as otherwise specifically provided herein, any Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Proposer cannot make the certification as set forth in subdivision (a) above, the Proposer shall so state and shall furnish with the request a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Proposal to any Proposer who cannot make certification, on a case-by-case basis under the following circumstances.

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The County of Jefferson has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Jefferson would be unable to obtain the goods or services for which the proposal is offered. Such a determination shall be made by the County in writing and shall be a public document.

P. ARTICLE 15-A (M/WBE-EEO Goals) Pursuant to Article 15-A of the Executive Law, New York State requires minimum project participation of 20% by Minority- or Woman-Owned Business Enterprise(s), or M/WBEs. If the Vendor/Consultant is not a New York State certified Minority- or Woman-Owned Business Enterprise, the Vendor/Consultant may be asked to provide a clear outline of how they propose to meet or exceed these M/WBE goals. Jefferson County promotes and encourages Minority or Woman-Owned Business to participate in the BID Process. The County reserves the right to reject any response that does not meet the requirement of the funding source.

Upon demand by the County the Contractor must provide the following:

1. Documentation of efforts to extend opportunities through advertisement in minority/women trade association newsletters and/or minority/women owned media.
2. Documentation showing that minority/women contractor associations, including the local MBE/WBE Office were notified of the subcontracting to be let.
3. Documentation showing that the work to be subcontracted was segmented to the extent consistent with the size and capability of minority/women owned firms.
4. Copies of solicitation letters inviting quotes or proposals from MBE and WBE firms.
5. Documentation of good faith negotiations with MBE and WBE firms from whom responses were received in an effort to reach a mutually acceptable price.
6. Any other relevant documentation, which demonstrates the Contractor's good faith efforts to achieve the MBE/WBE participation goals of this Contract.

Q. 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>

RFP #23-02
INTEGRATED RECORDS MANAGEMENT SYSTEM FOR THE JEFFERSON COUNTY CLERK'S OFFICE
DETAILED SPECIFICATIONS

I. Intent:

The Jefferson County Clerk is seeking proposals for an Integrated County Clerk Record Management System, including the ability to provide all backup of data and images.

Jefferson County would like to accomplish the following:

1. Vendor must be able to provide a cloud-based hosted environment for both the staff and public access through the vendor's hosting center, AWS, or similar.
2. Have a reliable software system with good customer service.
3. Offer our records to the public via the internet to bring in revenue and retain 100% of the revenue.
4. Integrated E-Recording capability with all available NYS vendors.
5. Integrated E-Filing capability.

The cost of the proposed system must accomplish all of the above objectives.

To this end, the Jefferson County Clerk is requesting proposals from qualified vendors to provide, install and support an electronic document imaging and indexing system that would enable integrated real-time processing of County Clerk transactions, including Receiving, Land Indexing, Court Indexing, Miscellaneous Document Indexing, Public Access/Search and Remote Web Access. The system proposed shall be a "turnkey solution.". The project's goal is to identify the vendor/solution that may best meet the functional and technical requirements described in this RFP. This RFP does not obligate the County to purchase any products and/or services.

The RFP contains sufficient information and instructions to enable vendors to prepare and submit proposals for consideration. To be considered, vendors must submit information for a system that substantially satisfies all the requirements of the RFP. Submissions shall include software, hardware, documentation, training, maintenance, and support as detailed in the RFP. The County provides guidelines for submission of the RFP so it can uniformly evaluate proposed solutions.

A. Site Inspections and Location:

1. It shall be the responsibility of the vendor, before submission, to be sufficiently acquainted with project requirements so that the resulting proposal will take into consideration all the equipment, labor, supervision, services, and supplies necessary to provide for the orderly and timely completion of the work.
2. Site visit: A voluntary on-site review of the project will be conducted by the County and has been scheduled for **Tuesday, February 7, 2023, at 1:00 pm EST**, meeting at the security desk of the Jefferson County Office Building, 175 Arsenal Street, Watertown, NY. Please contact the Jefferson County Purchasing Department at 315-785-3077 to confirm your attendance.

B. Amendments to the RFP

If this RFP is amended by Jefferson County, the amendment(s) will be sent to each vendor, in writing, via email, facsimile or United States Postal Service. No oral amendments will be considered or acknowledged.

II. Project Scope:

A. Proposed System Hardware:

All in house hardware will be provided by the Jefferson County IT Department.

Please provide a separate list and cost of all licenses (a minimum of twenty-two (22) users). If any additional licenses are needed after installation, please provide the applicable cost.

B. Proposed System Capabilities:

1. Document Number: The primary logical index will be in the document number consisting of a sequential number throughout the year. The system must automatically increment the number of each new document and assign the correct day and time of day for each document recorded. State how the proposed system will index the documents and state whether indexing can be performed at the front counter at the time of capturing fees.
2. Document Number Override: The system should be able to override the primary logical index with a user-entered number, which then becomes the new incremental number. State the capability of the proposed system to allow the County to override the primary logical index.
3. Index Capabilities: Ideally, the system should be able to define and maintain multiple logical (report) and physical (image) indices on the stored documents. Describe the system's indexing capabilities.
4. Retrieval: Upon retrieval of a specified batch, the system software should automatically retrieve and hold onto storage subsequent pages of the image to provide a 20-second maximum response on the following pages. Describe in detail how this function is performed on the proposed system.
5. Paging: The system must be able to easily browse next page, previous page, next document, etc. Describe in detail how this function is performed on the proposed system.
6. *Magnification: The system should provide a zoom capability to magnify a document. Describe the capability as it relates to changing the magnification of a document.*
7. Image Enhancement: The system should allow the operator to enhance images for greater clarity. The system should allow for adjustment of sharpness, contrast, resolution and reverse image. State the image enhancement features of the proposed system.
8. Image Format: The system should store the images in an industry-standard, non-proprietary format. This format should compress the images for efficient disk utilization without data loss due to the compression.
9. Image Dimension: Source Documents can range in size from a minimum of 8.5"x 11" to 8.5"x 14". Source Maps can range in size up to a maximum of 36". Describe how this will be accomplished and integrated into the daily workflow. Provide an option for imaging other sizes of documents.
10. Printing: The system must have the capability to print an image to a laser printer after previously viewing it on a workstation.
11. System Reports: Describe any reports and reporting capabilities delivered with the proposed system.
12. Batch Processing: The proposed system must have the ability to scan, index, and commit individual batches of one or more pages. State whether the system is capable of keeping track of multiple batches automatically.
13. Simultaneous Processing: The system must have the ability to scan, index, and commit documents to one storage medium from different workstations simultaneously. Describe the system's indexing and commitment process.

14. Flexible Scanning: The system should accommodate document scanning either at the front counter or at a later point. Please describe the system's ability to scan at various points in the workflow process.
15. Applications: The system must offer full email capabilities, including receipts, statements, documents, and reports.
16. Security: The system must provide password-only access to the system. Users must be able to change/update their password at their discretion. At no point should a user's password be visible to any other party, including the vendor. There should be various levels of security designed by the system administrator. Describe the security levels of the proposed system.
17. System Backup: The image database and indices must be regularly backed up. *Provide a summary of the proposed system's backup features and options to include the following:*
 - a. In what manner will the system be backed up?
 - b. How will file restoration work in the event of data loss?
 - c. What is the plan for restoration in the event of system corruption or the system being unavailable? What system availability, if any, is available during backup.
 - d. Describe any redundancies in the system if hosted with a vendor such as AWS.
18. Disaster Recovery: The image server and scanning and indexing stations must be protected from fluctuations in current, including power outages. In such situations, the system must provide for safe shutdowns. Describe the software required and the time needed for a safe shutdown of the proposed system. The proposed system must provide for protection against loss of data or images due to power surges or outages. Describe how this is to be accomplished.
19. Archiving: Describe the archiving features of the proposed system.
20. Proprietary: Describe any hardware and software that does not conform to open industry standards.
21. Cashiering of Documents: Ideally, the proposed system should allow for adjustments of the workflow regarding how documents are receipted and fees and money are handled.
22. Clerk Identification: The system should require that a clerk enter an identification code for audit and tracking purposes. State whether the proposed system tracks users for audit and tracking purposes.
23. Fees: The system must automatically calculate the appropriate fee for each document when the clerk enters the document type. The fee amount for a document must be able to be overwritten, allowing exceptions to the typical document fee to be charged. Documents with no filing fee must be allowed to be entered.
24. Receipting Functions: Receipting functions should be provided both as an integrated function and for use at the counter. The proposed system should calculate the total amount due and generate a receipt. End-of-day reports should be available for printing for each recording and should have the subtotal for the various functions. The receipting function should also account for and distribute funds to appropriate government entities as per formulas set up by the County. The system must generate detailed receipts, which include all pertinent information. Describe the receipts generated by the proposed system.
25. Tables: Cashiering software must include a table to limit the amount of data entry required, including the receipts generated by the system.
26. Cover or Reporting Page: System must generate such a page that details certain information about the recording of a document. Provide a sample cover page.
27. Bar Coding: The proposed system must have the ability to generate barcoding at the County Clerk's

preference for either the cover page only or for every page.

28. Reports: Reports are to include daily, monthly and annual reporting statistics. Describe the reports supplied with the proposed system and your ability to write custom reports in order to make them available at the time of installation.
29. Names: Software should allow an unlimited number of entries per document, as well as the various types of legal description. Describe the limits of the system to associate grantor/grantee and legal description information with a document
30. Redacting Technology: Describe how the system will use redacting technology for such things as automatic social security number removal or other sensitive information as needed.
31. Other Indexing Features: Describe how the system will use other indexing enhancements such as copy names feature, same as name feature and other related document or indexed field information.
32. Tables: Software must allow users to specify how the data are to be sorted. The staff must have the capability to sort at least by name, document type or date. Specify how documents can be sorted and viewed. The system should also enable the user to save the document or selected range of documents on an electronic medium. Describe the system's capability of selecting, sorting and saving index information and their associated documents.
33. Processing: The system must be a batch entry process that would necessitate the County to bundle documents and index them sequentially. Describe the document processing capabilities of the system.
34. Search Format: Ideally, the indexed data should be displayed in one-line per document format, showing at a minimum, the name, type of document, date, associated images and number of pages. The software should allow for individual lines to be selected to display more detailed information on the screen or be routed to a printer. Describe the format in which records are to be displayed and selected.
35. Database: The database must be ODBC and SQL compliant with multi-user concurrent read/write capabilities based upon current relational database technology.
36. Database Extensions: The County should be able to add additional fields to the database and update screens to meet future needs.
37. Displaying Images: The software must be capable of displaying images either on screen simultaneously with the index data or separately. The system must allow the user to page through the images on the screen one at a time. Describe how the system handles the viewing of the document and related index information.
38. *Data Entry: Data entered during the cashiering process must not be re-entered by the index operator. Describe the information entered by the cashiering clerk that will automatically flow to the indexing process and describe the process of indexing either in conjunction with the cashiering process or separately. Also, describe any other features that are designed to minimize keystrokes, such as "auto-complete."*
39. Verification: As the index is verified, the system should tag the index entry as verified. The system should then be able to track records as "verified" or "pending" verification. Describe the capabilities of the proposed system, which allows the County Clerk to track records through the different phases of the recording process. Also, comment if the verification process is sight, key, or either.
40. Related Documents: The system must allow for the association among related documents to be established. An example would be a lien document and a document that satisfies that lien. Describe how the proposed system allows the association of documents, the viewing of the related documents, and the number of documents that can be related to each other.

41. Storage: Ideally, once the image and index data have been verified, the system should commit the images to permanent storage. Describe the permanent storage procedure for the proposed system.
42. Printing Images: The user must be able to print images either with or without viewing them on-screen. The software must also allow individual images, entire documents or selected portions of a document to be printed. Describe the printing capabilities of the proposed system.
43. Deletions or Alterations: Software must include devices to prevent deletion or alteration of any verified image or index stored in the system. Describe whether alteration or deletion is permitted with security. The system must log any changes to the index or image data for audit purposes. Describe how this issue is managed on the proposed system.
44. Ease of Use: The vendor must be able to provide user-friendly software allowing the operator to quickly and easily accomplish tasks with a minimum of confusion/delay and training. The system must include a help mechanism for system operation and a built-in office manual to load office policies and procedures directly into the application. Describe how the user can navigate through the system.
45. Authorities: The software should be able to distinguish between the Clerk's personnel, other County personnel, and the public. Describe the capabilities of the system to track individual users and the ability to add and remove users.
46. Public Access Security: Must be presented with options limiting access to searching, viewing of index data, images, and printing. A public user must under no circumstances be allowed to modify data and perform a function that could affect the integrity of the data or systems. Describe the security provision of this software and the various levels of security allowed.
47. Sorting: The software should allow the public user to specify how the documents are sorted. Ideally, the public should be able to search any and all fields. Describe how documents can be viewed and the system's capabilities of selecting and sorting index information.
48. Search Features: Please describe the search features employed by the proposed system.
49. Format: Describe the format in which records are displayed and selected.
50. System: Describe the platform(s) under which the system runs. Please describe the proposed database software. List all operating systems and hardware configurations with which the software is compatible.
51. Training: The vendor selected will provide training for the County Clerk and other County personnel and interested Abstractors. Please describe the training and documentation provided for the proposed system.
52. Maintenance, Support, and Enhancements: The selected vendor will supply maintenance and support for the system for five (5) years. Please define your policies regarding maintenance, support, and enhancements to vendor-supplied software. Also, please provide sample agreements. This information should include but is not limited to:
 - Delivery method and the potential cost of future upgrades and product enhancements.
 - Who will be responsible for file conversions resulting from product enhancements.
 - The availability of telephone support.
 - *Problem reporting and resolution procedures.*
 - *It is understood that for any software, maintenance, or enhancements for which the vendor assumes responsibility, the revisions or replacements will be performed in an accurate and timely manner. The vendor will assume the liability for all costs incurred due to any negligence on the part of the vendor.*

- *The rights of the County to acquire the source code in the event the vendor ceases to support the product or remain in business must also be explained in detail.*

53. Remote Users: Describe the hardware and software, and licensing required to enable the connection of remote users to the system.
54. InternetAccess: Please describe the proposed system's capabilities regarding internet access.
55. Other Features: Please include any other features of the proposed system you would like to inform the County Clerk about that were not included in this RFP. Please state clearly any additional costs associated with each feature.
56. Court Records: Please describe how the proposed system manages Supreme and County Court records.
57. Maps: The proposed system must provide for the imaging and indexing of maps. Please describe the proposed system's capabilities in this area.
58. Integrated E-recording and E-filing: The proposed system must support e-recording and e-filing. Please indicate any counties that are currently e-recording with your proposed system. Please indicate any counties that are currently e-filing with your proposed system. Please indicate any costs to the County for e-recording and e-filing.

C. Data Conversion:

Prior to going live, the County requests that all data from the prior system be converted to the new system.

As part of the conversion, all necessary programs must be written and debugged as part of this proposal. Please provide a detailed plan of the conversion procedures including the validation process used to ensure that 100% of that data was converted and uploaded successfully to the new system.

It is the vendor's responsibility to handle any discrepancies in the conversion in which the County is not in agreement with the end result.

III. Required Format and Contents Proposals

A. Vendor's Proposed Plan:

The Vendor shall provide to the County Clerk, a Comprehensive Plan for the project describing the sequence of operations, manpower, material and equipment that will be required. The plan shall be divided into technical, management and cost sections.

Each proposal must be submitted in a sealed envelope. The package cover must be clearly labeled with the proposer's name. The first page of each proposal must contain the proposer's name, contact person's name, mailing address, telephone and fax numbers, and email.

Proposers' responses must be prepared specifically for this RFP. Pre-written product descriptions and promotional materials presented without reference to this RFP are not acceptable. Technical specification sheets, product brochures, and similar printed materials, when provided, should be included in an appendix. Such materials should be included only to the extent that they pertain directly to the information contained in the proposal.

1. The **technical section** must include complete descriptions of all hardware, software, and services to be provided by the vendor. The technical section must provide clear, unequivocal confirmation of the proposer's compliance with particular specifications presented in this RFP.

- a. Where this RFP specifies that an electronic document imaging system must have a particular characteristic or capability, the proposer must state explicitly that the system has that characteristic or capability.
 - b. *Vague expressions, such as “standard procedures will be employed”, or “industry standards will be followed”, are not acceptable.*
 - c. The vendor must indicate the names and versions of operating systems, programming languages, database management systems, software development tools, or other software components on which the system is based.
2. The **Management Section** must present information about the proposer and its approach to the system implementation and project management.
- a. *Provide a brief history of your firm and its mission.*
 - b. *Describe the firm’s office that will administer the proposal, including the number of employees and the makeup of staff assigned to these offices.*
 - c. *Please list any customers who terminated a contract with your firm within the past five (5) years and explain the reason(s) why.*
 - d. *Please provide a list of customers with whom you are currently in litigation, if applicable. Include a brief explanation.*
 - e. *Please submit a current comprehensive Dunn and Bradstreet Report.*
 - f. *List at least three (3) current references for which services were provided that are similar to this RFP. For each reference, provide the client’s name, address, contact person, and telephone number. Also, describe the work performed and when the work was performed. If the proposer operates as an authorized agent, distributor, or value-added reseller for an imaging system developer, the references can include installations undertaken by the imaging system developer.*
 - g. *Submit the names and brief resumes demonstrating pertinent experience of all management and supervisory personnel to be assigned to this project.*
 - h. *List any subcontractors involved in the project and their specific roles, if applicable.*
 - i. *List and describe the specific tasks and milestones associated with the delivery, installation, implementation, training, and testing of the system.*
 - j. *Specify site preparation requirements and responsibilities, including the County Clerk’s responsibilities, for all hardware and networking components.*
 - k. *Provide a detailed plan for converting existing data to the proposed system.*
 - l. *A proposer may present any exceptions to any items in this RFP, the reasons for accepting the requirement, and suggested alternatives, if any.*
3. The **Cost Section** must clearly and completely enumerate costs and pricing options associated with the products and services to be provided by the proposer.

- a. Cost information must appear in the cost section of the proposal only to enable the County Clerk to evaluate the technical and management aspects of the vendor's proposal on their own merits without reference to cost.
- b. Prices for specific software, maintenance, training, and other related services must be individually enumerated and clearly identified.
- c. The proposer must be willing to honor all quoted prices, for a period of 45 days from the deadline date of submission for proposals.

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: _____

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

