Request for Proposals
Physician Services for the
Tompkins County Jail

Tompkins County Finance Department
Purchasing Division
Lisa M. Hall, Buyer
125 East Court Street
Old Jail Building, 2nd Floor
Ithaca, NY 14850

Tompkins County
Request for Proposals
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SEALED PROPOSALS for the provision of Physician Services at the Tompkins County Jail will be accepted at the Tompkins County Finance Department, Purchasing Division, 125 East Court Street, Old jail Building, 2nd Floor, Ithaca, New York 14850, up until 11:30 a.m. on January 13, 2015.

Specifications may be obtained from www.tompkinscountyny.gov/purchase/current-rfps.

The county reserves the right to reject any or all proposals and to negotiate with any Respondent.

Lisa M. Hall
Buyer

GENERAL CONDITIONS

1. **Method of Award:**
The County reserves the right to award the contract(s) to the bidder(s) that the County deems to offer the proposal that the County, at its sole discretion deems to be in the best interest of the County. The County reserves the right to cancel this proposal, reject any/all proposals, and to waive any/all informalities and/or irregularities if it is deemed to be in the best interest of the County to do so.

2. **Contract Extension:**
The County reserves the right to allow all municipal, school districts, and not for profit organizations authorized under the General Municipal Laws of New York State to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to the New York State General Municipal Law 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to the contract(s) between the vendor and the County.

3. **Bidder Responsibility:**
The bidder, by submitting a bid, represents that:
   A. The bidder has read and understands the specifications in their entirety and that the bid is made in accordance therewith, and;
   B. The bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
   C. The bidder will be held responsible for any and all discrepancies, errors, etc., in the discounts or rebates which are discovered during the contract term or up to and including three (3) fiscal years following the County's annual audit.

4. **Tax on Materials:**
In regard to any taxes applicable to this project, please acquire a copy of form ST-120.1 from the New York State Department of Taxation and Finance and follow accordingly. Tompkins County is tax exempt. Tax exempt certificates, if required, will be forwarded upon request.

5. **Incurred Expenses:**
This Request for Proposals does not commit the County of Tompkins to award a contract, nor shall the County of Tompkins be responsible for any cost or expense which may be incurred by the bidder in preparing and submitting the proposal, or any cost or expense incurred by the bidder prior to the execution of a contract.

6. **Contract(s):**
The successful bidder will be required to sign a Tompkins County contract. Tompkins County will not sign any company's service agreement, contract or any other form of agreement. Tompkins County reserves the right to extract certain language from a company's agreement and incorporate it into a Tompkins County contract if mutually agreeable.

7. **Non-Appropriation Clause:**
In accordance with New York State General Municipal Law, the County will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor 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. Issuance of a purchase order indicates that the County currently has set aside adequate funds to procure the goods or services indicated in the purchase order or the contract. Should it become necessary for the County to cancel a project or purchase after an order to proceed has been issued, the County will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

8. **Deviations:**
Deviations to the specifications are to be so noted and fully explained. Tompkins County reserves the right to accept any or all deviations if it proves to be in the best interest of the County.

9. **Workforce Diversity and Inclusion:**
Tompkins County government is committed to creating a diverse and fully inclusive workplace that strengthens our organization and enhances our ability to adapt to change by developing and maintaining:
   A. An organization-wide understanding and acceptance of the purpose and reasons for diversity;
   B. Recruitment and retention policies that assure a diverse workforce;
   C. A workplace environment that is welcoming and supportive of all;
   D. Awareness, understanding, and education regarding diversity issues;
   E. Zero tolerance for expressions of discrimination, bias, harassment, or negative stereotyping toward any person or group;
   F. A workforce ethic that embraces diversity and makes it the norm for all interactions, including delivery of services to the public.

10. All Bids, Request for Proposals and Request for Qualifications submitted to Tompkins County become the property of Tompkins County and are subject to Public Information Policy. Any confidential information, such as a company's financial status, if required by the specifications, shall be submitted in a separate sealed envelope with the word "CONFIDENTIAL" on the outside.

11. Corporate Compliance:

FEDERAL FUNDING COMPLIANCE. The Contractor agrees to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

Further, Contractor agrees to comply with the County's Compliance Plan regarding Federal and State fraud and abuse laws; the Compliance Plan can be reviewed at www.tompkins-co.org, or a copy can be obtained at Tompkins County Administration, 125 East Court Street, Ithaca, New York 14850.

Contractors that are providers of healthcare services certify that the Contractor, and all employees, directors, officers and subcontractors of the Contractor, are not "excluded individuals or entities" under Federal and/or New York State statutes, rules and regulations. The Contractor agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other website required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any of them are on or have been added to the exclusion list.

The Contractor shall promptly notify the County if any employee, director, officer or subcontractor is on or has been added to the exclusion list. The County reserves the right to immediately cancel this contract, at no penalty to the County, if any employee, director, officer or subcontractor is on or has been added to the exclusion list.

By submitting a bid, you are attesting to that fact that you and/or the provider, which you represent, have not been sanctioned nor excluded by any of the aforementioned entities.

12. Iranian Energy Sector Divestment:

A. By submitting a bid, the Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:
   (1) Provided goods or services of $20 Million or more in the energy sector of Iran including but not limited to, the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied 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 of Iran.

B. Any Contractor/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 bidder pursuant to Section 103 of the New York State General Municipal Law.

C. Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Proposals must certify and affirm the following under penalties of perjury:
   (1) "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, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b).

D. Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (1) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in detail the reasons therefore. The County reserves the right, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the 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 Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging any new investments in Iran; or
   (2) The County of Tompkins has made a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the County of Tompkins would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

13. Contract Re-assignment:

The Contractor/Proposer shall not re-assign any portion of any contract that results from this bid without the express written consent of the County.

14. Living Wage:

A. Tompkins County must consider the wage levels and benefits, particularly health care, provided by contractors when negotiating contracts, and to encourage the payment of livable wages whenever practical and reasonable.

B. If contractor certifies on Attachment A that its employees directly providing services outlined in this contract are NOT paid a living wage, the department contract representative may have a conversation with contractor to understand the cost implications of achieving the living wage threshold, whether there are structural barriers impacting the ability to pay the living wage, plans to improve wages over time, generous fringe benefits, or other considerations that should be applied when addressing the question of whether it is practical or reasonable to meet the living wage threshold including the cost required to bring the contract to the living wage threshold.

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BACKGROUND INFORMATION

The Tompkins County Jail is contracting out for the provision of Physician services. The purpose of the contract is to provide sufficient and high quality medical care for the inmates of the jail pursuant to state rules and regulations delineating minimum standards of care.

One 40 hour per week Registered Nurse and one part-time per diem nurse for planned and unplanned absences are on staff as county employees. The County will entertain proposals either to retain these positions or for the Respondent to bring in their own position as part of the proposed program package.

The Jail has 72 beds and 1 holding cell. A medical examination room is also available in the Jail and local medical facilities are easily accessible.

The County currently has a separate contract for Pharmacy Services therefore those services are not required under this contract.

SCOPE

The scope of the specifications outlined within this proposal package are to explain the county's desire that the provision of health services for the inmates meet constitutional, state, and national standards. The services shall be compliant with, and provide reporting capabilities in support of, the regulations for NYS Commission of Corrections, Public Health Law, and National Commission on Correctional Health Care, as well as supporting county and internal management requirements.

AWARD CRITERIA

Proposal evaluations will be based upon the following:

- Cost
- Qualifications
- Ability to fulfill New York State Commission of Corrections standards completely and at all times.
- References from other clients
- Ability to provide medical services locally and to fulfill the requirements of this Request for Proposals.

The contract will be awarded to the provider who offers a proposal that appears to be in the best interests of the inmates and the County and is economically feasible.

SPECIFICATIONS FOR PATIENT CARE

It is the goal of the County to have the Respondent provide comprehensive medical and dental health services for the inmates of its correctional facility. It is the County's further goal that the health services meet, or exceed, nationally recognized standards, and that they be provided by competent, credentialed health care professionals under a program managed by professional administrators in a manner that insures cost-effective results. Proposals shall address:

- Provisions for receiving screening:

    - Persons who require immediate emergency attention should be referred for off-site emergency care.
    - Persons who need to be seen by a physician or mental health professional are to be referred for such evaluation and care.
    - Screening is to include testing for tuberculosis.
- A health assessment will be completed by the Jail nurse within 72 hours of inmate admission. The respondent will be available to consult with the nurse and approve all medical treatments.
- Dental Care:
    - Outside services will be utilized to provide dental services. The respondent will emphasize relieving pain and attending to urgent or emergent dental needs for inmates.
- Mental Health Care:
    - All inmates requiring mental health care shall be attended to by qualified mental health care professionals. Medicates are as authorized by the respondent.
- Hospital Inpatient and Emergency Care:
    - Inmates requiring this level of care shall be referred to local health care facilities.
- Special Needs Patients:
    - Chronically ill, or those who have a communicable disease, or who are physically handicapped, or elderly with problems associated with the aging process, or terminally ill, or who have special mental health needs, or are developmentally disabled, including detox cases, and pregnant inmates will have their special needs met and will be referred to local outside services as required.
- Daily Triage, Access to Care and Sick Call:
    - The Tompkins County Jail will have policy and procedure that will indicate how sick call requests will be made and transmitted to health staff, how and when sick call visits will be scheduled, the proposed maximum time to elapse before the inmate sees the appropriate staff member, and the level of staff that will attend to inmates requesting sick call. The respondent should include a description of how it will respond to non-emergent requests for care, its proposed handling of dental sick call and the regular continuing care of patients with chronic illnesses.
- Special Diets:
    - The respondent should indicate how it will meet the needs of patients for therapeutic (special) diets through its system for ordering same and any proposed follow-up.
- Diagnostics:
    - The respondent should indicate how it will manage the need for diagnostic services, including radiological and laboratory services. Respondent should indicate which services will be provided on site and which will be forwarded to off-site sources for service. With respect to the latter, the respondent should identify the sources to be used and the planned response time after submission of samples or x-rays.
- Specialists, Consultants:
    - The respondent should indicate which specialty care, if any, will be provided on site. Respondent should be aware that it is in the interest of the County to keep the cost and staffing for transporting inmates off-site for medical consults at a minimum, consistent, however, with proper attention to their medical, dental and mental health needs.

- HIV Testing:
    - The contractor will have the responsibility for the (inmate) voluntary HIV counseling and testing.
- Respondent will work closely with the jail administration to develop policies and procedures that will meet the needs of the facility.

Proposals may include such other services as the respondent wishes to identify and provide.

A. PHYSICIAN QUALIFICATIONS and COVERAGE:

1. The physician shall be licensed by the NYS Department of Education to practice medicine in NYS and must be able to present proof of current licensure. Physician must have specialty in family, internal or emergency medicine. The physician must be familiar with Commission of Corrections standards for provision of medical services. Physicians with documented 2 - 3 years of experience in a correctional facility are preferred.
2. The physician must physically be at the jail a minimum of six hours per week (Monday through Friday) spread out over the entire week for intake examinations and screenings. The exact times will be established with the Jail Administration and should not interrupt pre scheduled jail activities. When not at the jail, the physician or adjunct provider must be able to be reached for on call consultation from jail supervisors as well as the jail nurse. Physician must be able to report to the jail outside of scheduled times for special circumstances. The physician must leave phone numbers with the nurse and the Jail Administration where he/she can be reached for consultation.
3. If the physician is on a planned or unplanned absence, coverage must be provided to cover the physician hours at the jail. Nurse practitioner/physician's assistant may be used as an adjunct for physician coverage, but must not be used in lieu of physician coverage time.
4. Physician must provide a structured program for the purpose of improving the quality of care provided to the inmates, and be amenable to quality assurance review by an outside physician as designated by the county.
5. Physician will be responsible for the medical supervision of the jail nurse. The Jail Administrator will provide administrative supervision. The physician at his/her expense may provide additional nursing coverage beyond the current 40 hours of coverage provided by the County. Written Performance Review for the physician shall occur at least once per year. Written Performance Review for the Jail Nurse may occur more often than once per year. Medical Performance Review written by Physician and Administration Performance Review written by Jail Administrator.

B. MEDICAL SERVICES:

1. Each inmate will receive a health screening/assessment by the jail nurse within 72 hours and will be examined by the physician or his/her adjunct provider within 10 days.
2. Every inmate who, at the time of admission, appears to be physically incapacitated and/or at high risk for withdrawal due to drug or alcohol intoxications shall be examined immediately by a physician.
3. No medication or medical treatment shall be dispensed to an inmate except as authorized or prescribed by the physician.

4. All prescription medications shall be stored in a safe and secure manner to insure control only by authorized personnel designated as such by the physician. If a controlled substance or other toxic or dangerous drug is kept at the facility, such facility must maintain additionally secure storage facilities and adequate records of dispensing, including perpetual inventory record.
5. Physician, nurse and all Corrections Officers shall receive training and maintain certification in approved first aid and emergency life saving techniques, including the use of emergency equipment.
6. Definite arrangements shall be made to insure the prompt transportation of an inmate to a hospital or other appropriate medical facility in emergency situations, the cost of which will be paid for by the Jail.
7. Appropriate and optimal use shall be made of community medical and mental health facilities, services and personnel.
8. Adequate health service and medical records shall be maintained in accordance to NCCHC guidelines.
9. General nursing and medical standards (Attachment 2) will be adhered to so that neither the nurse nor the physician operate outside their scope of practice (for example, all telephone orders taken by the nurse must be countersigned by the physician within 1 week).
10. Standing orders and policies and procedures will be developed, amended and reviewed by the Jail Physician and Jail Administrator. The Sheriff or his designee can request the Physician to attend meetings as needed in relation to the medical operation of the facility.
11. The physician will work collaboratively with other local physicians. Mental health services will be provided through the County Mental Health Department, who will make recommendations for treatment regimens for final approval by the jail physician. Diagnosis and best response differences will be mutually discussed with the final decision resting with the Jail Physician who will inform the Mental Health Department Physician. Physician must be eligible to be designated by the Commissioner of Mental Health under Mental Hygiene Law Article 9. To coordinate care, the Jail Physician has the responsibility for the full provision of medical care.

C. **GENERAL TERMS and CONDITIONS**

1. Duration of the contract will be for a period of two years with up to three, one-year extensions upon mutual agreement. Tompkins County may terminate this contract with ninety (90) days' notice for any reason. Malpractice or medical misconduct will result in immediate contract termination.
2. The physician will report to the Sheriff and/or designee. The physician may need to attend Public Safety Committee meetings as necessary to discuss pertinent inmate care issues. The physician must coordinate a quarterly jail medical committee meeting which will include participation from the mental health provider, the Jail Administrator, the Jail Nurse, Sheriff and Undersheriff and any other relevant parties.
3. The jail will provide, at its own expense, routine medical supplies and equipment (unless the respondent states otherwise) for the physician to perform medical exams and treatments. Additional issues may be negotiated within the jail budget upon consultation with the Jail Administrator/
4. The performance of the physician will be evaluated through the quality assurance review process.
5. The physician will function within the jail administrative structure and will adhere to the policies and procedures of the facility.

6. The successful respondent shall indemnify, hold harmless and defend Tompkins County and its officers, employees, agents and elected officials for injury or death to any person or persons or damage to property arising out of the performance of the successful respondent, its employees, subcontractors or agents with the exception of all actions and claims arising out of the negligence of the County. The successful respondent shall maintain the following minimum limits of insurance or as required by law, whichever is greater. Professional Liability - $1,000,000 each occurrence/$3,000,000 aggregate.

   All insurance shall be written with insurance carriers licensed by the State of New York Insurance Department and have a Best's rating of A XI or better. Proof of insurance shall be provided with the proposal response.

D. RESPONSE GUIDELINES

1. Response should be in narrative format addressing all of the issues listed within the specifications.
2. These specifications serve as minimum standards. Staffing above this level will be taken into consideration if a cost effective proposal is presented.
3. Monthly reports will be provided as required.
4. A tour of the facility can be scheduled by contact Captain Bunce at (607) 266-5423 during regular business hours.

E. ATTACHMENTS

1. Commission of Corrections – Health Services Part 7010
2. NYS Nurses Association Publication-Standards for Nursing Practice in the Prison Health System and NYS Education Law, Article 139, Section 6900 – Nursing.

PART 7010

HEALTH SERVICES

(Statutory authority: Correction Law, §45[6][15])

Sec.
7010.1 Policy
7010.2 Health services
7010.3 Possession of medication by inmates
7010.4 Storage of medication
7010.5 Return of unused medications
7010.6 Report concerning the condition of inmates kept apart from the general population

Section 7010.1 Policy. (a) In order to provide adequate medical care for incarcerated persons, the chief administrative officer of each local correctional facility shall develop and implement written policies and procedures consistent with this Part.

(b) Prompt screening is essential to identify serious or life-threatening medical conditions requiring immediate evaluation and treatment. Appropriate medical appraisal of inmates is necessary to reduce the risk that a serious physical deficiency or medical emergency will be obscured by drug or alcohol ingestion.

7010.2 Health services. (a) The county legislature, board of supervisors or similar county governing unit shall appoint a properly registered physician for the local correctional facility.

(b) (1) (1) Each prisoner shall be examined by a physician licensed to practice in the State of New York or by medical personnel legally authorized to perform such examinations at the time of admission or as soon thereafter as possible, but no later than 14 days after admission.

(2) Documented evidence of an examination by a physician or other authorized medical personnel within the six month period prior to admission shall satisfy the requirements of

this subdivision. Such documentation shall be reviewed and follow-up treatment initiated as necessary.

(c) Every inmate who at the time of admission appears to be physically incapacitated due to drug or alcohol intoxication shall be examined immediately by a physician.

(d) Every inmate who at the time of admission appears to be intoxicated by alcohol or drugs shall be subject to increased supervision as determined pursuant to section 7003.3 (h) of this Title. If, after 12 hours from admission, the inmate still appears to be intoxicated by alcohol or drugs, the inmate shall be immediately examined by a physician.

(e) No medication or medical treatment shall be dispensed to an inmate except as authorized or prescribed by the facility physician.

(f) Facility personnel shall receive training and maintain certification in approved first aid and emergency life saving techniques including the use of emergency equipment.

(g) Definite arrangements shall be made to insure the prompt transportation of an inmate to a hospital or other appropriate medical facility in emergency situations.

(h) Each facility shall provide the necessary security and supervision during the period of hospitalization and in the course of transportation to and from a medical facility.

(i) The chief administrative officer shall make maximum use of community medical and mental health facilities, services, and personnel.

(j) Adequate health service and medical records shall be maintained which shall include but shall not necessarily be limited to such data as: date, name(s) of inmate(s) concerned, diagnosis of complaint, medication and/or treatment prescribed. A record shall also be maintained of medication prescribed by the physician and dispensed to a prisoner by a staff person.

7010.3 Possession of medication by inmates. (a) Under no circumstances shall a supply of medicine or medication be issued to or be allowed to be in the possession of an inmate.

(b) Any jurisdiction may request a waiver of the requirements of this section by applying for such waiver to the Commission of Correction. The Commission shall make a determination regarding such request based upon the facts and circumstances described therein.

7010.4 Storage of medications. (a) All medications shall be stored in a safe and secure manner consistent with the requirements of this section to insure control only by authorized personnel designated by the facility physician.

(b) Each facility shall store all drugs and biologicals in sanitary, locked compartments under proper temperature controls.

(c) Each facility shall store controlled drugs and other drugs subject to abuse in separately locked, permanently affixed, compartments and in accordance with article 33 of the Public Health Law and 10 NYCRR Part 80. Adequate records of dispensing of such drugs, including perpetual inventory record, shall be maintained.

(d) Poisons and medications for “external use only” shall be kept in a locked cabinet and separate from other medications.

(e) Medications whose shelf life has expired or which are otherwise no longer in use shall be disposed of or destroyed in accordance with State and Federal laws and regulations.

7010.5 Return of unused medications. (A) Any jurisdiction may apply to the Commission for certification to return to the vendor pharmacy from which it was purchased certain unused medications or drugs.

(b) Certification to return certain unused medications oir drugs to the vendor pharmacy shall be permitted only under the following conditions:

(1) the facility employs a licensed health care professional; and

(2) access to drugs and biologicals is permitted only by authorized licensed health care professionals designated by the facility physician.

(c) An authorized licensed health care professional

designated by the facility physician of a facility certified by the Commission shall be permitted to return unused medications to the vendor pharmacy under the following conditions:

(1) a copy of the Commission's certification permitting the return of medications is filed with the vendor pharmacy;

(2) all medication to be returned must be:

(i) stored in accordance with section 7010.4 of this Part;

(ii) sealed in unopened, individually packaged units; and

(iii) within the recommended period of shelf life for the purpose of redispensing;

(3) drug products which may be returned are limited to:

(i) oral and parenteral medication in single-dose hermetically sealed containers; and

(ii) parenteral medication in multiple-dose hermetically sealed containers from which no doses have been withdrawn;

(4) the drug products returned show no obvious sign of deterioration;

(5) drug products packaged in manufacturer's unit-dose packages may be returned for redispensing provided that they are redispensed in time for use before the expiration date, if any, indicated on the package;

(6) drug products repackaged by the pharmacy into unit-dose or multiple-dose "blister packs" may be returned to the pharmacy for redispensing provided that:

(i) the date on which the drug product was repackaged, its lot number and expiration date are indicated clearly on the package;

(ii) not more than 90 days have elapsed from the date of the repackaging;

(iii) a repackaging log is maintained by the pharmacy in the case of drug products repackaged in advance of immediate needs;

(7) partially used “blister packs” may be redispensed only as returned to the pharmacy;

(8) partially used “blister packs” may not be emptied and repackaged;

(9) additional units of medication may not be added to partially used “blister packs;”

(10) no drug product dispensed in bulk in a dispensing container may be returned;

(11) no medication or drug product defined as a controlled substance in section 3306 of the Public Health Law may be returned; and

(12) no drug which is self-administered by an inmate, has been offered for delivery to an inmate, or has been in an inmate’s possession may be returned.

(e) As used in this section, “licensed health care professional” shall mean a physician, nurse practitioner, registered nurse, physician’s assistant or licensed practical nurse.

7010.6 Report concerning the condition of inmates kept apart from the general population.

The report required by section 500-k and paragraph (d) of subdivision (6) of section 137 of the Correction Law concerning the condition of inmates kept apart from the general population shall be submitted to the sheriff or, in local correctional facilities not under the custody and control of the sheriff, to the commissioner of correction or other person in charge of such facility.

Article 139 - Nurse Practice Act

Section 6900. Introduction. This article applies to the profession of nursing. The general provisions for all professions contained in article one hundred thirty of this title apply to this article.

Section 6901. Definitions. As used in section sixty-nine hundred two:

1. "Diagnosing" in the context of nursing practice means that identification of and discrimination between physical and psychosocial signs and symptoms essential to effective execution and management of the nursing regimen. Such diagnostic privilege is distinct from a medical diagnosis.
2. "Treating" means selection and performance of those therapeutic measures essential to the effective execution and management of the nursing regimen, and execution of any prescribed medical regimen.
3. "Human Responses" means those signs, symptoms and processes which denote the individual's interaction with an actual or potential health problem.

Section 6902. Definition of practice of nursing.

1. The practice of the profession of nursing as a registered professional nurse is defined as diagnosing and treating human responses to actual or potential health problems through such services as casefinding, health teaching, health counseling, and provision of care supportive to or restorative of life and well-being, and executing medical regimens prescribed by a licensed physician, dentist or other licensed health care provider legally authorized under this title and in accordance with the commissioner's regulations. A nursing regimen shall be consistent with and shall not vary any existing medical regimen.
2. The practice of nursing as a licensed practical nurse is defined as performing tasks and responsibilities within the framework of casefinding, health teaching, health counseling, and provision of supportive and restorative care under the direction of a registered professional nurse or licensed physician, dentist or other licensed health care provider legally authorized under this title and in accordance with the commissioner's regulations.

    a. The practice of registered professional nursing by a nurse practitioner, certified under section six thousand nine hundred ten of this article, may include the diagnosis of illness and physical conditions and the performance of therapeutic and corrective measures within a specialty area of practice, in collaboration with a licensed physician qualified to collaborate in the specialty involved, provided such services are performed in accordance with a written practice agreement and written practice protocols. The written practice agreement shall include explicit provisions for the resolution of any disagreement between the collaborating physician and the nurse practitioner regarding a matter of

diagnosis or treatment that is within the scope of practice of both. To the extent the practice agreement does not so provide, then the collaborating physician's diagnosis or treatment shall prevail.

b. Prescriptions for drugs, devices and immunizing agents may be issued by a nurse practitioner, under this subdivision and section six thousand nine hundred ten of this article, in accordance with the practice agreement and practice protocols. The nurse practitioner shall obtain a certificate from the department upon successfully completing a program including an appropriate pharmacology component, or its equivalent, as established by the commissioner's regulations, prior to prescribing under this subdivision. The certificate issued under section six thousand nine hundred ten of this article shall state whether the nurse practitioner has successfully completed such a program or equivalent and is authorized to prescribe under this subdivision.

c. Each practice agreement shall provide for patient records review by the collaborating physician in a timely fashion but in no event less often than every three months. The names of the nurse practitioner and the collaborating physician shall be clearly posted in the practice setting of the nurse practitioner.

d. The practice protocol shall reflect current accepted medical and nursing practice. The protocols shall be filed with the department within ninety days of the commencement of the practice and may be updated periodically. The commissioner shall make regulations establishing the procedure for the review of protocols and the disposition of any issues arising from such review.

e. No physician shall enter into practice agreements with more than four nurse practitioners who are not located on the same physical premises as the collaborating physician.

f. Nothing in this subdivision shall be deemed to limit or diminish the practice of the profession of nursing as a registered professional nurse under this article or any other law, rule, regulation or certification, nor to deny any registered professional nurse the right to do any act or engage in any practice authorized by this article or any other law, rule, regulation or certification.

g. The provisions of this subdivision shall not apply to any activity authorized, pursuant to statute, rule or regulation, to be performed by a registered professional nurse in a hospital as defined in article twenty-eight of the public health law.

Section 6903. Practice of nursing and use of title "registered professional nurse" or "licensed practical nurse". Only a person licensed or otherwise authorized under this article shall practice nursing and only a person licensed under section sixty-nine hundred four shall use the title "registered professional nurse" and only a person licensed under section sixty-nine hundred five of this article shall use the title "licensed practical nurse".

Section 6904. State board for nursing. A state board for nursing shall be appointed by the board of regents on recommendation of the commissioner for the purpose of assisting the board of regents and the department on matters of professional licensing and professional conduct in accordance with section sixty-five hundred eight of this title. The board shall be composed of not less than fifteen members, eleven of whom shall be registered professional nurses and four of whom shall be licensed practical nurses all licensed and practicing in this state for at least five years. An executive secretary to the board shall be appointed by the board of regents on recommendation of the commissioner and shall be a registered professional nurse registered in this state.

Section 6905. Requirements for a license as a registered professional nurse. To qualify for a license as a registered professional nurse, an applicant shall fulfill the following requirements:

1. Application: file an application with the department;
2. Education: have received an education, and a diploma or degree in professional nursing, in accordance with the commissioner's regulations;
3. Experience: meet no requirement as to experience;
4. Examination: pass an examination satisfactory to the board and in accordance with the commissioner's regulations;
5. Age: be at least eighteen years of age;
6. Citizenship: meet no requirement as to United States citizenship;
7. Character: be of good moral character as determined by the department; and
8. Fees: pay a fee of one hundred fifteen dollars to the department for admission to a department conducted examination and for an initial license, a fee of forty-five dollars for each reexamination, a fee of seventy dollars for an initial license for persons not requiring admission to a department conducted examination, and a fee of fifty dollars for each triennial registration period.

Section 6906. Requirements for a license as a licensed practical nurse. To qualify for a license as a licensed practical nurse, an applicant shall fulfill these requirements:

1. Application: file an application with the department;
2. Education: have received an education including completion of high school or its equivalent, and have completed a program in practical nursing, in accordance with the commissioner's regulations, or completion of equivalent study satisfactory to the department in a program conducted by the armed forces of the United States or in an approved program in professional nursing;
3. Experience: meet no requirement as to experience;
4. Examination: pass an examination satisfactory to the board and in accordance with the commissioner's regulations, provided, however, that the educational requirements set forth in subdivision two of this section are met prior to admission for the licensing examination;
5. Age: be at least seventeen years of age;
6. Citizenship: meet no requirements as to United States citizenship;
7. Character: be of good moral character as determined by the department; and

8. Fees: pay a fee of one hundred fifteen dollars to the department for admission to a department conducted examination and for an initial license, a fee of forty-five dollars for each reexamination, a fee of seventy dollars for an initial license for persons not requiring admission to a department conducted examination, and a fee of fifty dollars for each triennial registration period.

Section 6907. Limited permits.

1. A permit to practice as a registered professional nurse or a permit to practice as a licensed practical nurse may be issued by the department upon the filing of an application for a license as a registered professional nurse or as a licensed practical nurse and submission of such other information as the department may require to:
    a. graduates of schools of nursing registered by the department,
    b. graduates of schools of nursing approved in another state, province, or country or
    c. applicants for a license in practical nursing whose preparation is determined by the department to be the equivalent of that required in this state.
2. Such limited permit shall expire one year from the date of issuance or upon notice to the applicant by the department that the application for license has been denied, or ten days after notification to the applicant of failure on the professional licensing examination, whichever shall first occur. Notwithstanding the foregoing provisions of this subdivision, if the applicant is waiting the result of a licensing examination at the time such limited permit expires, such permit shall continue to be valid until ten days after notification to the applicant of the results of such examination.
3. A limited permit shall entitle the holder to practice nursing only under the supervision of a nurse currently registered in this state and with the endorsement of the employing agency.
4. Fees. The fee for each limited permit shall be thirty-five dollars.
5. Graduates of schools of nursing registered by the department may be employed to practice nursing under supervision of a professional nurse currently registered in this state and with the endorsement of the employing agency for ninety days immediately following graduation from a program in nursing and pending receipt of a limited permit for which an application has been filed as provided in this section.

Section 6907.* (This section repealed but subdivision eight amended without reference to repealer).

8. Notwithstanding any provision of this article, graduates of schools of nursing registered or approved by the department may be employed by a hospital, public health agency or approved infirmary of a home for the aged or a nursing home with more than 50 beds certified as an extended care facility pursuant to subchapter XVIII of Title 42 of the United States Code to perform nursing service

under supervision in such hospital, agency or approved infirmary for ninety days following completion of the program in nursing and pending receipt of a temporary permit as provided in this section.

Section 6908. Exempt persons.

1. This article shall not be construed:
    a. As prohibiting:
        i. the domestic care of the sick, disabled or injured by any family member, household member or friend, or person employed primarily in a domestic capacity who does not hold himself or herself out, or accept employment as a person licensed to practice nursing under the provision of this article; provided that if such person is remunerated, the person does not hold himself or herself out as one who accepts employment for performing such care; or
        ii. any person from the domestic administration of family remedies; or
        iii. the providing of care by a person acting in the place of a person exempt under clause (i) of this paragraph, but who does hold himself or herself out as one who accepts employment for performing such care, where nursing services are under the instruction of a licensed nurse, or under the instruction of a patient or family or household member determined by a registered professional nurse to be self-directing and capable of providing such instruction, and any remuneration is provided under section thirty-six hundred twenty-two of the public health law or section three hundred sixty-five-f of the social service law; or
        iv. the furnishing of nursing assistance in case of an emergency;
    b. As including services given by attendants in institutions under the jurisdiction of or subject to the visitation of the state department of mental hygiene if adequate medical and nursing supervision is provided;
    c. As prohibiting such performance of nursing service by students enrolled in registered schools or programs as may be incidental to their course of study;
    d. As prohibiting or preventing the practice of nursing in this state by any legally qualified nurse or practical nurse of another state, province, or country whose engagement requires him or her to accompany and care for a patient temporarily residing in this state during the period of such engagement provided such person does not represent or hold himself or herself out as a nurse or practical nurse registered to practice in this state;
    e. As prohibiting or preventing the practice of nursing in this state during an emergency or disaster by any legally qualified nurse or practical nurse of another state, province, or country who may be recruited by the American National Red Cross or pursuant to authority vested in the state civil defense commission for such emergency or disaster service, provided such person does not represent or hold himself or herself out as a nurse or practical nurse registered to practice in this state;

f. As prohibiting or preventing the practice of nursing in this state, in obedience to the requirements of the laws of the United States, by any commissioned nurse officer in the armed forces of the United States or by any nurse employed in the United States veterans administration or United States public health service while engaged in the performance of the actual duties prescribed for him or her under the United States statutes, provided such person does not represent or hold himself or herself out as a nurse registered to practice in this state; or
g. As prohibiting the care of the sick when done in connection with the practice of the religious tenets of any church.

Sec. 6909. Special provision.

1. Notwithstanding any inconsistent provision of any general, special, or local law, any licensed registered professional nurse or licensed practical nurse who voluntarily and without the expectation of monetary compensation renders first aid or emergency treatment at the scene of an accident or other emergency, outside a hospital, doctor's office or any other place having proper and necessary medical equipment, to a person who is unconscious, ill or injured shall not be liable for damages for injuries alleged to have been sustained by such person or for damages for the death of such person alleged to have occurred by reason of an act or omission in the rendering of such first aid or emergency treatment unless it is established that such injuries were or such death was caused by gross negligence on the part of such registered professional nurse or licensed practical nurse. Nothing in this subdivision shall be deemed or construed to relieve a licensed registered professional nurse or licensed practical nurse from liability for damages for injuries or death caused by an act or omission on the part of such nurse while rendering professional services in the normal and ordinary course of her practice.
2. Nothing in this article shall be construed to confer the authority to practice medicine or dentistry.
3. An applicant for a license as a registered professional nurse or licensed practical nurse by endorsement of a license of another state, province or country whose application was filed with the department under the laws in effect prior to August thirty-first, nineteen hundred seventy-one shall be licensed only upon successful completion of the appropriate licensing examination unless satisfactory evidence of the completion of all educational requirements is submitted to the department prior to September one, nineteen hundred seventy-seven.

Section 6910. Certificates for nurse practitioner practice.

1. For issuance of a certificate to practice as a nurse practitioner under subdivision three of section six thousand nine hundred two of this article, the applicant shall fulfill the following requirements:
    a. Application: file an application with the department;
    b. License: be licensed as a registered professional nurse in the state;

c. Education:
    i. have satisfactorily completed educational preparation for provision of these services in a program registered by the department or in a program determined by the department to be the equivalent; or
    ii. submit evidence of current certification by a national certifying body, recognized by the department; or
    iii. meet such alternative criteria as established by the commissioner's regulations;
d. Fees: pay a fee to the department of fifty dollars for each initial certificate authorizing nurse practitioner practice in a specialty area and a triennial registration fee of thirty dollars. Registration under this section shall be coterminous with the nurse practitioner's registration as a professional nurse.

2. Only a person certified under this section shall use the title "nurse practitioner".
3. The provisions of this section shall not apply to any act or practice authorized by any other law, rule, regulation or certification.
4. The provisions of this section shall not apply to any activity authorized, pursuant to statute, rule or regulation, to be performed by a registered professional nurse in a hospital as defined in article twenty-eight of the public health law.
5. The commissioner is authorized to promulgate regulations to implement the provisions of this section.

ANTI-DISCRIMINATION CLAUSE

During the performance of this agreement, **the Contractor** hereby agrees as follows:

(a) The **Contractor** will not discriminate against any employee or applicant for employment because of age, creed, race, color, sex, sexual orientation, gender identity, national origin, marital status, disability, military status, arrest record, conviction record, and domestic violence victim status. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) The **Contractor** will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (f) hereinafter called "non-discrimination clauses". If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with as written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.

(c) The **Contractor** will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's and local Tompkins County Laws against discrimination as the State Commission for Human Rights shall determine.

(d) The **Contractor** will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.

(e) The **Contractor** will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

(f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

GENERAL CONDITIONS ACCEPTED BY:

Firm: _____

By: _____

Date: _____

Title: _____

COUNTY OF TOMPKINS
GENERAL CONDITIONS

AFFIDAVIT OF NON-COLLUSION

NAME OF RESPONDER: _____ PHONE NO.: _____ FAX NO.: _____

BUSINESS ADDRESS: _____ EMAIL: _____

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of the proposal, or If not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his/her behalf and on behalf of my company.

I further attest that:

1. The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition with any other contractor, responder or potential bidder; and
2. Neither the price(s), nor the amount of this bid/proposal, have been disclosed to any other firm or person who is a responder or potential responder on this project, and will not be so disclosed prior to bid/proposal opening; and
3. No attempt has been made or will be made to solicit, cause or induce any company or person to refrain from responding to this RFB/RFP, or to submit a bid/proposal higher than the proposal of this company, or any intentionally high or non-competitive bid/proposal or other complementary proposal; and
4. The bid/proposal of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary proposal; and
5. My company has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other company or person, offerer, promised or paid cash of anything of any value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by a company or person to refrain from responding to this RFB/RFP or to submit a complementary bid/proposal on this project; and
6. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by and company or person, whether in connection with this or any project, in consideration for my company's submittting a complementary bid/proposal or agreeing to do so on this project; and
7. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval or submission of my company's proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion act or other conduct inconsistent with any statements and representations made in this affidavit.
8. **By submission of this proposal I certify that I have read, am familiar with, and will comply with any and all segments of these specifications.**

The person signing this proposal, under the penalties of perjury, affirms the truth thereof.

Signature & Company Position:_____

Print Name & Company Position:_____

Company Name:_____

Date Signed_____ Federal I.D. Number_____

Tompkins County
Vendor Responsibility Questionnaire

VENDOR IS: □ PRIME CONTRACTOR	□ SUB-CONTRACTOR
IDENTIFICATION NUMBER :	WEBSITE ADDRESS:
VENDOR'S LEGAL BUSINESS NAME:	D/B/A – DOING BUISNESS AS: (if applicable)
ADDRESS OF PRIMARY PLACE OF BUSINESS:	ADDRESS OF PRIMARY PLACE OF BUSINESS IN *NEW YORK STATE* (if different):
TELEPHONE:	TELEPHONE:
FAX:	FAX:

AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE:

NAME:

TITLE:

TELEPHONE:

EMAIL:

LIST ALL OF THE VENDOR'S PRINCIPLE OWNERS:

NAME:	TITLE:
NAME:	TITLE:

A DETAILED EXPLANATION IS RQUIRED FOR EACH QUESTION ANSWERED WITH A "YES", AND MUST BE PROVIDED AS ANO ATTACHMENT TO THE COMPLETE QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. YOU MUST NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

1. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN THOSE LISTED ABOVE? List all other business name(s), Federal Employer Identification Number(s) or D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.

   □ YES □ NO

2. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:
   a) An elected or appointed public official or officer? □ YES □ NO
      List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.
   b) An officer of any political party organization in Tompkins County, whether paid or unpaid? □ YES □NO
      List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.

3. WITHIN THE PAST FIVE (5) YEARS HAS THE VENDOR, ANY INDIVIDUAL(S) SERVING IN A MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNER(S), OFFICER(S), MAJOR STOCKHOLDER(S), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:
   a) 1. Been suspended or terminated by a local, state or federal authority in connection with a contract or contracting process;
      2. Been disqualified for cause as a bidder on any permit, license, concession franchise or lease;
      3. Entered into an agreement to a voluntary exclusion from bidding/contracting;
      4. Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state, or federal government contract;
      5. Been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or
      6. Had a local, state, or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. □YES □NO

   b) Been indicted, convicted, received a judgment against them or a grant of immunity for any business related conducting constituting a crime under local, state or federal including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? □ YES □ NO

c) Been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:

1. Federal, state or local health laws, rules or regulations. □ YES □ NO

4. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?
Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied". □ YES □ NO

5. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:

a) File any returns or pay any applicable federal, state or city taxes?
Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability. □ YES □ NO

b) File returns or pay New York State unemployment insurance?
Indicate the year(s) the vendor failed to file/pay the insurance and the current status of the liability. □ YES □ NO

c) Property Tax
Indicate the year(s) the vendor failed to file. □ YES □ NO

6. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR IT'S AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEDDING PENDING BY OR AGAINST THE VENDOR OR IT'S AFFILIATES REGARDLESS OF THE DATE OF FILING?
Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending, or have been closed. If closed, provide the date closed. □ YES □ NO

7. IS THE VENDOR CURRENTLY INSOLVENT, ORDOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. □ YES □ NO

8. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:

a) Defaulted or been terminated on, or had its surety called upon to complete any contract (public or private) awarded;
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency. □ YES □ NO

TOMPKINS COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN#

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting Tompkins County in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about submitting vendor's business and operations;
- Understands that Tompkins County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Tompkins County Purchasing Division of any material changes to the vendor's responses.

Name of Business:

Address:

City, State, Zip

Signature of Owner _____

Printed Name of Signatory _____

Title _____

Sworn before me this _____ day of _____, 20_____;

_____
Notary Public

_____
Printed Name

_____
Signature

_____
Date

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 7[2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.consumer.gov/idtheft* or 1-877-IDTHEFT(438-4338).

Visit the IRS website at *www.irs.gov* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

ATTACHMENT 1 Attach to Tompkins County contracts as of November 2014

Contractor's Representation—Livable Wage Policy

Livable Wage Policy: By policy, Tompkins County must "consider the wage levels and benefits, particularly health care, provided by contractors when awarding bids or negotiating contracts, and to encourage the payment of livable wages whenever practical and reasonable."

Paying the living wage rate to all employees directly involved in providing the contracted County service is not mandatory. However, the attainment of a broadly-applied living wage is a County goal and is therefore an important consideration applied by the County when reviewing contract proposals.

The Current Living Wage: The Living Wage in Tompkins County is computed by the Alternatives Federal Credit Union and is currently $12.62 per hour if the employer contributes at least half the cost of an employee's health insurance/benefit cost and $13.94 per hour if the employer does not make such a contribution. The rate will be adjusted again in May 2015.

Requirement of All Contractors: As a part of its proposal or contract representations, a prospective service contractor must advise the County whether it will pay the AFCU livable wage rate to all Covered Employees directly involved in the provision of the contracted service, including employees of any subcontractor engaged to assist in providing the service.

Additionally, contractors are asked to estimate the number of employees who will be directly involved in the provision of the contracted service. If not all employees are going to be paid the Living Wage, contractors are asked to estimate how many full-time, and how many part-time, covered employees will NOT be paid the living wage.

Covered Employees include all full- and part-time employees, other than those Excluded Employees described below, who are directly involved in the provision of the contracted service, including employees of sub-contractors engaged to assist in providing the service.

Excluded Employees are:

- Employees under the age of 18
- Seasonal or temporary employees (90 days or less)
- Employees in a probationary status (90 days or less)
- Those employed in a sheltered or supported work environment
- Employees participating in a limited-duration (90 day) job training program
- Employees participating in an academic work-study or academic internship program
- Volunteers
- Employees participating in mandated welfare-to-work programs
- Employees paid pursuant to a collective bargaining agreement

Contractor's Living Wage Representation

1. Approximately how many Covered Employees, including employees of any subcontractor involved in providing the service, will be involved in the provision of the contracted service?_____

2. Will all Covered Employees, including employees of any subcontractors directly involved in the provision of County services, be paid at least the living wage?

☐ Yes ☐ No

3. If the answer is "No", approximately how many covered employees will NOT be paid at the living wage?

Full-time_____ Part-time_____

Contractor Name:_____

If you answered "Yes" to the Living Wage Representation and are awarded the County contract, you will be expected to maintain all employees directly involved in the provision of services under this contract at or above the living wage as of the time of execution of the contract for the duration of the contract.

If you answered "No," your response will be among the considerations applied by the County in making its contract award. As a part of contract negotiations, the County may request additional information from you regarding the basis of this response.

INSURANCE BINDER

The undersigned agrees to Tompkins County's hold harmless/indemnification language. The undersigned also affirms that the insurance requirements have been discussed with the undersigned's insurance agent, that the cost of required insurance has been considered in the submitted bid price, and that a completed insurance certificate (or certification letter of coverage) has been submitted with the package. Project-specific insurance is acceptable. A certification letter of coverage is a letter from the undersigned's insurance agent stating that if awarded the contract, undersigned will be covered with sufficient insurance to meet the contract requirements.

_____

Authorized Signature

BID/PROPOSAL SIGN-OFF SHEET

BID/PROPOSAL TITLE:

Please check off and sign for items below and submit this required sheet with your bid/proposal response; the bid/proposal may be rejected if the required documents are not included with the response.

	DONE	INITIALS
1. **Bid/Proposal** enclosed		
2. **Bid Bond** enclosed		
3. **Non-Collusive Certificate** enclosed		
4. **Anti-Discrimination Clause** enclosed		
5. **Insurance Certificate** completed by insurance agent enclosed		
6. **Insurance Binder** enclosed		
7. **Wages, Awards, Bond Requirements** – agree to conditions		
8. **Equal Opportunity Acknowledgement** enclosed		
9. **Statement of Surety's Intent** enclosed		
10. **Site Visit Verification Form** enclosed		
11. **Subcontractor and Supplier list(s)** enclosed		
12. **Vendor Responsibility Form** enclosed		
13. **Prevailing Wage Receipt Form** enclosed		
14. **Livable Wage Form** enclosed		
15. **W-9 Taxpayer Identification and Certification** enclosed		
16. **Addenda (if issued) received**		
List Addendum # and dates		

By signing below the respondent is certifying that:

1. All information provided herein is true and correct to the best of their knowledge.
2. The respondent has read and understands the specifications in their entirety and that the response is made in accordance therewith, and;
3. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
4. The respondent will be held responsible for any and all discrepancies, errors, etc. in the discounts or rebates which are discovered during the contract term or up to and including three (3) fiscal years following the County's annual audit.
5. The respondent agrees to all terms and conditions as provided within the specifications.

_____
Name/Title of Authorized Person Submitting Bid

_____
Firm or Corporation Making Bid

_____
Address

_____ _____
Telephone Fax

_____
(Remit to address (if different than above))

_____
Signature of Authorized Person Submitting Bid