

# **REQUEST FOR PROPOSALS**



## **CORTLAND COUNTY CLERK'S OFFICE** **ELECTRONIC DOCUMENT MANAGEMENT SYSTEM** **REQUESTS FOR PROPOSALS**

The Cortland County Clerk's Office invites proposals for a robust, state of the art, complete. Document Management and Financial Management System. This system must integrate all aspects of the county clerk's office including fee management, records management for both land and court records, along with the ability to accept these records in either a digital format (e-recording or e-filing) or a paper format and the ability to access this information on the internet and to retain the images for preservation by converting digital images to silver microfilm.

In addition to acting as Clerk of the Supreme and County Courts, Clerk of the County Corporation and recorder and register of all records pertaining to real property in the county, the county clerk serves as the "treasurer" for the supreme and county courts as well as collecting and disbursing money to the county, and numerous state and federal agencies. It is imperative that the county clerk maintain, meticulously, the financial records of the office. Therefore, a sound, reliable financial program is essential.

Due to the complexities of the county clerk's office it is imperative that the vendor have at least one staff member that has had experience working in or for a NYS County Clerk's Office.

The Cortland County Clerk's Office annually records and files between 125,000-150,000 images annually. Please include these figures when preparing your proposal.

### **RECEIPT OF PROPOSALS**

**Each vendor shall submit a signed original proposal and (3) three copies in a sealed envelope indicating the company's name and the proposal title:**

### **CORTLAND COUNTY CLERK'S OFFICE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM**

**The proposal may be mailed or delivered in person to:**

**Cortland County Clerk's Office  
46 Greenbush Street, Suite 105  
Cortland, NY 13045**

**All proposals must be received by Elizabeth Larkin, Cortland County Clerk, no later than 2:00pm, Friday, September 01, 2017.**

Questions of clarification of items in the RFP must be submitted in writing no later than **August 18, 2017**. If questions or clarification are submitted via email, please request a read receipt confirmation in the email.

The Cortland County Clerk will evaluate proposals and request interviews if necessary. It is anticipated that a decision will be made on or about September 30, 2017.

Cortland County will negotiate the contract terms upon selection of a vendor. All contracts are subject to review and approval by the Cortland County Attorney. This contract will outline the terms, scope, budget, and any other necessary items.

The vendor awarded the County's business will be selected based on the offering with greatest benefit to the County. Cortland County reserves the right to accept or reject any or all proposals, to take exception to these RFP specifications, or to waive any formalities. The County specifically reserves the right to negotiate a contract with the selected vendor.

**SPECIFICATIONS & SCOPE:**

**FINANCIAL MANAGEMENT**

**CASHIERING/BANKING**

- All fees collected by the Cortland County Clerk's Office in accordance with New York State and Local Laws must be receipted by the system and disbursed to the appropriate accounts
- Deposits made shall be documented by the system automatically in a financial log
- Payments shall be linked by the system to monthly reports in a financial log
- Checks shall be logged by the system in sequential order and printed with information gathered from each mandatory monthly report
- The system must allow for additional entries in the financial log for reimbursement checks, etc
- The system must have ability to print checks with date, amount, payee and memo information
- Fees must be receipted by cash, check or credit card or ACH
- Search of payments and fees collected must be enabled by:
  - Date of payment
  - Method of payment
  - Amount of payment
  - Payee
  - Receipt number
- System must automatically assign document or index numbers in a sequential order in direct relation to type of document receipted
- System must have option to override or exempt payment or manually enter fee
- System must have ability to automatically calculate and display fees and taxes for each document receipted
- System must allow for modifications in the receipting system including addition, deletion and altering order of documents receipted
- System must allow for scanning and imaging of a document in the receipting module
- System must create an audit trail including identification of person entering the receipt and identification of anyone who modifies the receipt along with the date and time of entry
- System will allow copying of names/entries for previously recorded/ filed documents and will allow linking of documents
- System will allow retention of over payments and alert the cashier
- System will allow receipts to be searched and located by receipt number, instrument number, case number, received from, payment comment, check number, date, amount of receipt, and amount of payment.

## **FINANCIAL REPORTS**

- Fees collected must be accounted for by the system on a daily receipt report
- Fees collected must be disbursed by the system on a daily basis to all reports that are mandated by the state and local laws including but not limited to the following:
  - Judicial
  - NYSORPS
  - Commissioner of Education
  - Bails
  - Fines, Surcharges, DNA , etc
  - Mortgage tax (monthly and semi-annual)
  - Notary
  - Passports
  - Transfer Tax
  - County Treasurer/Clerk
  - County Treasurer/DMV
  - National Passport Agency
- System must have the ability to send these reports electronically
- System must be available to capture data in all reports and allow for specific date range of reporting
- System must be able to produce a passport report in the format required by the US Department of State
- System must be able to produce an employee productivity report that shows the total number of documents handled by the user during a specific time range and includes totals for cashiering, creating, indexing, verifying, scanning and mail-backs.
- System must be flexible enough to add reports as needed at no additional cost

## **DOCUMENT MANAGEMENT**

## **RECORDING/FILING/INDEXING**

- System must have the ability to transfer information captured in receipting to document indexing
- System must have the ability to scan, accept and index documents presented either in paper or in digital format (e-recording and e-filing)

- System must have the ability to convert images to a format that is acceptable by the system
- Scanned/digitized images must have the ability to be searched and retrieved by:
  - Name
  - Date
  - Document class
  - Recording number, receipt number or index number
- The system must have the ability to scan additional documents at a later date under the previously assigned recording number, receipt number or index number
- The system must be capable of indexing documents in both a public view method and a confidential method allowing clerks access
- System must have the ability to scan and retain a hidden image viewable only by clerk staff
- System must have the ability to read by hand held scanner a universal barcode and populate the index screen with the encrypted data.
- System must have the ability to draw from a common name file to automatically populate the index once the name is beginning to be indexed by staff
- System must track all modifications made to indexing by date and employee
- System must have the ability to notate related documents and move toggle from one document to the other
- Indexing fields must be linked to document type
- System must have the ability to draw in digital images
- System must be able to accept digital filings of tax warrants from NY

#### **COURT FILINGS**

- Index information must be automatically passed from the receipting system to the court indexing system
- System must have the ability to accept and image an unlimited amount of filings
- System must have the ability to assign index numbers in a numerical consecutive order
- System must have the ability to add an unlimited number of docket items under each assigned index number
- System must have the ability to designate each confidential filing as such and disable the ability to publicly view the documents
- System must have the ability to seal from view documents within a previously confidentially designated filing
- System must have the ability to receive electronic filings from the NYSCEF system
- System must have the ability for entry in specific fields for judgments by creditor, debtor, addresses, amount, court, index number, date docketed, filing date, satisfaction date, attorney information, partial satisfaction date, execution satisfaction date and partial execution satisfaction date plus an area for comments.
- System must be able to produce a transcript or disposition in the format specified by Judiciary Law.
- System must be able to produce income and property executions
- A digital Court and Trust book must be part of the system that includes entries for dates, file #, type of document filed, type of action, name of attorney, type of disposition, and amount.
- System must allow for linking of related documents and toggling between the documents

## **DOCUMENT SCANNING, IMAGING AND IMPORTING**

- System must support multiple scanning stations. Images must be concurrently accessible by multiple work stations
- System must support simplex, duplex and high speed barcode scanning with scanners capable of scanning 8 ½” x 14” pages
- System must support scanning before or after entry of index information and allow split screen viewing of an image and index
- System must automatically verify document page counts and alert operator of discrepancies
- System must allow user to view image immediately after it is scanned
- System must allow user to insert, delete or append pages
- System must provide for image enhancement tools for de-skewing, de-speckling, etc
- System must allow document to be rotated, moved on screen or scrolled page by page
- System must allow importation of images
- System must allow for importation of data for NYS Tax Warrants
- System must have “hidden image” capabilities allowing documents to be scanned with and stored with other pages without merging with the document (Ex: RP5217, Tax Law Affidavits)

## **DOCUMENT RETRIEVAL AND PUBLIC ACCESS**

- General search and inquiry capabilities must be available from every work station and every public terminal without affecting the functionality of the system
- Printing from public workstations must be regulated and tracked by a public customer account system that generates a fee
- Search system must allow for searching in a variety of fields including but not limited to:
  - Individual name, Business name, or Corporation (grantor/grantee, mortgagor/mortgagee, plaintiff/defendant, creditor/debtor)
  - Book (Liber) and page
  - Index or file number
  - Instrument number
  - Location of property by town
  - Document type
- System must have the ability to set up profiles for various agencies in regards to extent of access to confidential documents
- System must have the ability to grant access to a confidential file for a limited time.
- System must have the ability to call a search by document type, name, date range, specific document number/case number/instrument number and by municipality
- System must have ability to print to one network printer
- System must have the ability to establish accounts for customers printing in the County Clerk’s Office as well as printing for the general public from the public access terminals

### **PISTOL PERMITS/ IDS**

- System must have the ability to accept data concerning pistol permit applications
- System will allow for entry of information that shall include all steps of the pistol permit application process
- Entry fields shall allow for entry of all information contained on the application and additional fields as requested.
- System shall provide the use of drop down menus to increase processing speed. Drop downs will include all makes and models of hand guns
- System must be able to produce in duplicate amendment forms in a format required by the NYS Police.
- System must include search capabilities by name, permit number, type of permit, handgun serial number, address, make/model, SSN, NYSID number, date range, amendment type, and permit status
- System will provide a flag to indicate status of : Active, Suspended, Revoked, Inactive, Surrendered or Deceased
- System must have the ability to capture a photographic image, signature, etc and create and print plastic identification cards for approved pistol permits
- System must have the ability to capture a photographic image, signature, etc and create and print for various Identification Cards
- Pistol Permit Data must have access capabilities, with the ability to alter data disabled, for law enforcement agencies

### **VETERANS ID CARDS**

- System must have the ability to capture data and image of applicant and create a plastic ID card.
- Fields for entry must be, but not limited to: name, address, instrument number of discharge

### **COURT FINES AND SURCHARGES SYSTEM**

- Fields of entry must include but not be limited to: names (surname, first, middle, suffix) case number, total fine amount due, sentence date, address, judge name, description of charges and fine balance (fine balance should auto adjust as payments are made)
- System must be able to indicate if money is paid through prison collection
- System must have ability to accept payments in cashiering state to be applied to individual court fine/surcharge account balances
- System must allow the breakdown by codes of the total paid by an individual (Ex: \$100.00 Fine, \$50 DNA, \$25 CVAF,) and automatically apply payments in order chosen by clerk
- Reports shall be available by:
  - Open Court fines
  - Fine payments made
  - Closed court fines
  - DWI Fines
  - Fine detail by case (date range)
  - Fine detail by case (case number)
  - Payments by case
- System must include search capability by case number, surname, first name, judge, sentencing date, and fine status
- System must have the ability to establish accounts for customers printing in the County Clerk's Office as well as printing for the general public from the public access terminals

### **INTERNET CAPABILITIES**

- Must provide internet access to Public land and Court records within 24 hours of verification by county clerk staff
- Internet access must be available 24 hours a day, 7 days a week with a generator back-up in the event of a power failure.
- Internet support for the public will be provided by the vendor

### **SUPPORT**

- Must provide technical support from 8:00am to 4:30pm, Monday through Friday
- All upgrades must be included throughout the contract at no additional costs
- Training is to be provided up to one week of installation of the system and periodically as needed
- Back ups must be done at least within 24 hours of data entry. In addition to the on-site server, at least one offsite server with a generator back-up is required.

### **DATA CONVERSION**

- The proposal must include the conversion of all images and data on the current Electronic Document Management System

### **ARCHIVAL PRESERVATION**

- The proposal must include the creation of microfilm from digital images for both land records and court filings

### **COMAPATIBILITY WITH COUNTY IT**

- Vendor must provide written recommendations from other county IT Departments regarding the ability to work in coordination with issues that may arise concerning services provided by the vendor through the local county network

### **EQUIPMENT/HARDWARE/SOFTWARE**

Five (5) Workstations

Each workstation should include:

- Monitor
- PC
- Scanner
- Printer
- Mouse
- Keyboard
- Receipt printer/Check endorser
- Label Maker
- Bar code wand reader

***Pistol Permit Station Only***

- Camera for pistol permits cards and ID cards
- Card printer for pistol permits cards and ID cards

Five (5) Public Access Stations

Each station should include:

- Monitor
- PC
- Keyboards
- Mouse
- Must integrate with Toshiba printer/copier
- One station with a scanner

**BUDGET:**

**Quoted price must include:**

- **Server licenses**
- **Data base licenses**
- **Workstation licenses**
- **Recording software must include unlimited licensing**
- **Must have the ability to integrate with county network**
- **Must be able to incorporate currently used applications**
- **Must include redaction software for systems publicly accessed**
- **24 hour back up of information**
- **Must provide modifications to program per state/local/federal mandates including but not limited to redaction, e-recording and e-filing**

**Vendor must support all hardware for the length of the contract and replace as necessary at no additional cost.**



## Vendor Qualifications

The County of Cortland will evaluate vendor experience, qualifications and capabilities for providing an electronic document management system . The desired qualifications are outlined below. Responders are required to submit a written narrative corresponding to each of the underlined section items:

### Introduction

- Overview and summary of how your company will assist the County in reaching our website goals

### Company Profile

- Company overview and history
  - How long has the company been in business
  - Number of current employees
  - Examples of other municipal clients
- Capabilities of company - Why should your company be chosen

### Project Development Approach

- Average timeline
- Detailed explanation of all project phases including consultation, design, development, training, implementation
- Statement that system will meet Accessibility Compliance requirements
- Training options
- What role the County will play in the project

### Scope of Work

- Project phase deliverables
- What will be expected of the County
- What the County can expect from the company

## **SUBMISSION REQUIREMENTS**

The following information must be included as part of the proposal:

- A. Name, contact, address, telephone and fax number, and e-mail of your firm.
- B. Qualifications of firm, including but not limited to: firm's history and number of years in business. Copy of current Business Certificate of Authority in NYS, W9.
- C. Provide all necessary licenses, permits and certifications relating to the necessary qualifications for this RFP. Subsequent contract, if awarded, will require proof of Worker's Compensation Insurance, as well as Liability Insurance naming the County an additionally insured party.
- D. Completed Qualification Questionnaire attached to this RFP as Exhibit B.
- E. Completed and signed Schedule of Fees form attached to this RFP as Exhibit C.
- F. Proof of insurance as detailed in Section 2.6, Insurance Requirements.
- G. Completed Drug Free Workplace form attached to this RFP as Exhibit D.
- H. Acknowledgement page of agreement to abide by Appendix A – NYS Standard Clauses for New York State Contracts, attached as Exhibit A.
- I. References: All qualified firms must submit a list of at least three firms, organizations, or major customers to whom they have provided services within the past five years. Along with this information should be supplied the name, address and phone number of each reference listed. Letters of recommendation and references from other municipalities or public agencies are preferred.

- J. Information on any pending litigation against the firm or any of its principals as it relates to the services provided by the firm.
- K. Any other information you feel is appropriate to assist in the selection process.

**Checklist of documents to be returned with bid:**

- \_\_\_\_\_ Exhibit A: Acknowledgement and Agreement to Comply with Standard Clauses for NYS Contracts
- \_\_\_\_\_ Exhibit B: Qualification Questionnaire
- \_\_\_\_\_ Exhibit C: Schedule of Fees (NO FORM, SUBMITTED BY VENDOR)
- \_\_\_\_\_ Exhibit D: Drug Free Workplace
- \_\_\_\_\_ Exhibit E: Non-Collusive Bidding Certification Required by Section 139-D of the State Finance Law
- \_\_\_\_\_ Exhibit F: Conflict of Interest Disclosure
- \_\_\_\_\_ Exhibit G: Privacy and Security HIPAA Compliance (only if applicable)
- \_\_\_\_\_ W9
- \_\_\_\_\_ Proof of Insurance (as required by RFP)
- \_\_\_\_\_ Copy of NYS Certificate of Authority to do Business in New York State
- \_\_\_\_\_ Copy of active NYS MWBE Certification – if applicable
- \_\_\_\_\_ Proof that signatory is at least a 50% owner and has the authority to act on behalf of the business

**EXHIBIT A – ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS (APPENDIX A)**

I hereby acknowledge that I have read, understand and agree to comply with the terms as outlined in Appendix A – Standard Clauses for New York State Contracts. Failure to comply may result in immediate termination of this agreement with potential legal recourse by the County.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

**EXHIBIT B – QUALIFICATION QUESTIONNAIRE**

All vendors must complete this questionnaire in order to be included in the evaluation of the proposals. The information supplied will enable the County to determine whether or not the vendor has adequate personnel and facilities to properly perform the work.

1. Facility Name and Physical Address: \_\_\_\_\_

- 
2. Normal Operating Hours: Weekdays \_\_\_\_\_ am to \_\_\_\_\_ pm
    - a. Saturdays \_\_\_\_\_ am to \_\_\_\_\_ pm
    - b. Sundays & Holidays \_\_\_\_\_ am to \_\_\_\_\_ pm
  3. Number of employees on your payroll: \_\_\_\_\_
  4. Do any of your employees have any other special certifications or rating? If so, specify:  
\_\_\_\_\_
  5. Do you have any special equipment that is available to service the County RFP? If so, specify:  
\_\_\_\_\_
  6. What is the overall size of your facility? \_\_\_\_\_
  7. Do you have a locked, fenced and secured storage area? Yes / No
  8. How far in advance must appointments be scheduled? \_\_\_\_\_
  9. In case of emergency, will you accommodate the County with same day services when possible?  
Yes / No
  10. Shop Distance from 60 Central Avenue, Cortland, NY \_\_\_\_\_

In submitting this proposal, it is understood that the unrestricted right is reserved by the County in making the award to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said bids. The undersigned hereby certifies that this bid is genuine, and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding, and that the undersigned has it, in any manner, sought by collusion to secure for himself and advantage over any another bidder.

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE (Must be 50% Company Owner)

\_\_\_\_\_  
DATE

**EXHIBIT D – DRUG FREE WORKPLACE**

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the Bids will be followed if none of the tied vendors have a drug free workplace process. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).

- 4) In the statement specified in Subsection (1), notify that employees, that, as a condition of working of the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law in the United States or any state or Cortland County, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**EXHIBIT E: NON COLLUSIVE BILLING CERTIFICATE REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW**

Section 139D, Statement of Non-Collusion in bids to the State:

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

- 1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any other competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting completion.

A Bid shall not be considered for award nor shall any award be made where 1, 2, 3 above have not been complied with; provided however, that if in any case, the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore:

(Affix addendum to this page if space is required for statement.)

Subscribed to me under penalty of perjury under the laws of the State of New York, this \_\_\_\_\_ day of \_\_\_\_\_, 10\_\_\_\_ as the act and deed of said corporation of partnership or sole proprietor.

If Bidders are a Partnership, complete the Following:

Names of Partners or Principals

Legal Residence

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

If Bidders are a corporation, complete the following:

Name

Legal Residence

\_\_\_\_\_

President

\_\_\_\_\_

\_\_\_\_\_

Secretary

\_\_\_\_\_

\_\_\_\_\_

Treasurer

\_\_\_\_\_

\_\_\_\_\_

President

\_\_\_\_\_

\_\_\_\_\_

Secretary

\_\_\_\_\_

\_\_\_\_\_

Treasurer

\_\_\_\_\_

Identifying Data:

Potential Contractor: \_\_\_\_\_

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

Telephone #: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

If applicable, Responsible Corporate Officer

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Joint or combined bids by companies or firms must be certified by each participant.

|                              |                              |
|------------------------------|------------------------------|
| _____                        | _____                        |
| Legal name of person or firm | Legal name of person or firm |
| _____                        | _____                        |
| Name                         | Name                         |
| _____                        | _____                        |
| Title                        | Title                        |
| _____                        | _____                        |
| Address                      | Address                      |
| _____                        | _____                        |

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**EXHIBIT F - CONFLICT OF INTEREST DISCLOSURE**

**Conflict of Interest Disclosure Form**

**Note:** A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the nominator(s)' other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict of Interest Form should indicate whether the nominator(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the addition of the nominated condition to the newborn screening panel. The nominator(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with a conflict of interest should refrain from bidding and/or contracting.

Date: \_\_\_\_\_

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

Position: \_\_\_\_\_

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

\_\_\_\_\_ I have no conflict of interest to report.

\_\_\_\_\_ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT G - PRIVACY AND SECURITY (HIPAA)**

The purpose of this clause is to set forth the requirements for privacy and security of protected health information (“PHI”) mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY.

- (A) CONTRACTOR understands the importance of the privacy of a patient’s PHI, and agrees to protect that right to the extent necessary under this Agreement and under current federal, state, and local regulations and laws. All PHI will be handled in a private and/or confidential manner. For purposes of this Agreement, PHI is any data or other information as defined by the Department of Health and Human Services in the Code of Federal Regulations, 45 CFR §164.501.
- (B) Further, CONTRACTOR understands that County’s patients are intended third-party beneficiaries of this Agreement, and have all the rights and privileges of any third-party beneficiary under current law.
- (C) Uses and disclosures of PHI that are permitted are those necessary in order for CONTRACTOR to:
  - 1. Properly manage and administer its functions.
  - 2. Meet its legal responsibilities.
  - 3. Provide data aggregation services relating to the health care operations of the COUNTY.
  - 4. Make those disclosures required by law such as in situations of abuse, neglect, or domestic violence. The uses and disclosures permitted are limited to the PHI necessary to meet the requirements of the law that compels the use or disclosure.
  - 5. Make disclosures in response to a judicial or administrative proceeding through a lawful process such as a subpoena or discovery request.
- (D) The uses and disclosures of PHI that are required are those disclosures necessary:
  - 1. For patients to review their PHI.
  - 2. To provide an accounting of disclosures in accordance with 45 CFR §164.528.
  - 3. To allow the Secretary of Health and Human Services to determine County’s compliance with 45 CFR §164.504.
- (E) CONTRACTOR shall make the following assurances to COUNTY:
  - 1. CONTRACTOR agrees that it shall not use or disclose any patient’s PHI for any purpose not expressly stated in this Agreement. Further, CONTRACTOR shall not use or disclose PHI in any manner or context prohibited by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and subsequent federal, state, and local regulations. If CONTRACTOR does use or disclose PHI for a purpose not expressly stated in this Agreement, it shall immediately cease the unauthorized use or disclosure, and shall notify COUNTY in writing of such use or disclosure. CONTRACTOR agrees to mitigate, to the



extent practicable, any harmful effect known to it of a use or disclosure of PHI not allowed under this Agreement.

2. CONTRACTOR further agrees that any sub-contractors or other persons or entities not directly employed by CONTRACTOR who use or disclose PHI obtained from COUNTY, shall abide by terms of this clause of this Agreement. Any sub-contractor or other person or entity not directly employed by CONTRACTOR that has used or disclosed PHI without proper authorization (as defined in HIPAA and subsequent federal, state, and local regulations) shall be considered to have acted as an agent of CONTRACTOR, and have violated the terms of this Agreement. COUNTY may consider this use or disclosure a material breach of this Agreement.
3. By signing this Agreement, CONTRACTOR is assuring COUNTY it has met the minimum safeguards necessary to protect unauthorized use or disclosure of PHI to any person or entity not party to this Agreement. Such safeguards shall include the security safeguards outlined by the 1996 Health Insurance Portability and Accountability Act and subsequent federal regulation, including: physical access to PHI, technical access to PHI, and administrative policies and procedures addressing security of PHI.
4. Provider shall report to COUNTY any instance or circumstance in which PHI has been used or disclosed by an unauthorized person or entity, including accidental disclosure by CONTRACTOR. CONTRACTOR shall notify COUNTY in writing of any steps or procedural changes made to address the unauthorized use or disclosure.
5. Should COUNTY find PHI used or disclosed to CONTRACTOR to be inaccurate or incomplete, CONTRACTOR shall incorporate any amendments or corrections to the PHI at COUNTY's request.
6. CONTRACTOR will make PHI available to the individual who is the subject of the PHI for amendment. Such requests by the individual for their PHI from CONTRACTOR will be made through County. CONTRACTOR will incorporate any amendments to PHI that have been made by COUNTY by virtue of the individual's request for amendment.
7. CONTRACTOR will provide a timely accounting to the individual or to COUNTY, if requested by either, of the disclosures of an individual's PHI.
8. Should CONTRACTOR make any material alterations to the PHI while the PHI is in its possession, CONTRACTOR shall notify COUNTY of such alterations so that COUNTY may inform the patient who is the subject of the PHI.
9. At the termination of this Agreement, CONTRACTOR shall return or destroy to the satisfaction of COUNTY any PHI held or maintained by CONTRACTOR and retain no copies of such information. If COUNTY and CONTRACTOR mutually agree that returning or destroying the PHI is not feasible or permitted under law, the PHI will remain protected after this agreement ends for as long as

CONTRACTOR maintains the information. Further uses or disclosures of the PHI will be limited to those purposes that make the return or destruction infeasible.

- (F) If COUNTY determines CONTRACTOR has violated any of the above assurances, covenants or terms, the CONTRACTOR has committed a material breach of this Agreement. COUNTY may then provide CONTRACTOR with an opportunity to cure the breach or may terminate this Agreement and may report the violations to the Department of Health and Human Services (“HHS”) or other federal or state entity for possible prosecution or sanctions.
- (G) Both parties to this agreement agree that they will protect the integrity and confidentiality of any PHI being shared electronically.
- (H) CONTRACTOR hereby gives COUNTY and the Department of Health and Human Services (or an agent acting on behalf of HHS) the express right to inspect any and all internal practices, books, and records relating to the use or disclosure of PHI by CONTRACTOR. If HHS suspects an unauthorized use or disclosure of PHI by CONTRACTOR, HHS is authorized to pursue an investigation into CONTRACTOR’s activities for the purposes of determining whether an unauthorized use or disclosure of PHI has taken place.
- (I) CONTRACTOR may have policies and procedures relating to privacy and security in place prior to the commencement of this Agreement. If, after reasonable investigation, COUNTY concludes CONTRACTOR’s policies and procedures to be “adequate” protection of a patient’s privacy rights relating to PHI, CONTRACTOR may elect to continue to use its own policies and procedures. The term “adequate” in this clause means CONTRACTOR’s policies and procedures meet the minimum privacy and security standards as set forth in COUNTY’s privacy and security policies and procedures.
- (J) COUNTY, through the appropriate Department will:
  - 1. provide CONTRACTOR with its Privacy Notice;
  - 2. provide CONTRACTOR with any changes in, or revocation of, permission by a patient to use or disclose PHI, if such changes affect CONTRACTOR’s permitted or required uses or disclosures; and notify CONTRACTOR of any restriction to the use or disclosure of PHI to which the COUNTY has agreed.
- (K) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information (ePHI) that it creates, receives, maintains, or transmits on behalf of Cortland County.
- (L.) Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriate safeguards to protect this information.
- (M.) Report to Security Officer of Cortland County any security incidents of which it becomes aware. (A security incident is defined as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.)

## AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF CORTLAND, New York, (the "COUNTY"), a municipal corporation organized and existing under the laws of the State of New York with offices at 60 Central Avenue, Cortland, New York 13045, and \_\_\_\_\_, (the "CONTRACTOR"), with offices located at \_\_\_\_\_.

WITNESSETH, that the COUNTY and the CONTRACTOR, for the consideration hereafter named, agree as follows:

### ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFORE

The CONTRACTOR shall furnish

(Describe the work to be done; if a proposal for the work exists, attach same as an exhibit and cite said exhibit herein.)

### ARTICLE 2. TERM

The CONTRACTOR agrees to perform the services and/or supply goods beginning \_\_\_\_\_, 20\_\_\_\_ and ending \_\_\_\_\_, 20\_\_\_\_.

### ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the Contract has been fully performed and the COUNTY agrees that the Contract has been fully performed, the CONTRACTOR shall file with the COUNTY an itemized voucher and the COUNTY shall pay the CONTRACTOR \$ \_\_\_\_\_ within its normal payment period.

### ARTICLE 4. CONTRACTOR'S INSURANCE

The CONTRACTOR shall not commence work under this Contract until he/she/it has obtained all insurance required under this paragraph and the COUNTY has approved such insurance. The COUNTY requires the following insurance coverage and amounts:

- (A) Comprehensive General Liability, including personal injury coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and property damage coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- (B) Automobile coverage with a combined single limit of \$1,000,000.00.
- (C) Statutory Worker's Compensation Disability Coverage, and Unemployment Insurance.

**(D) Professional Liability Insurance in the amount of \$1,000,000.00 where applicable.**

The CONTRACTOR shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwriter, evidencing such insurance policies to be in full force and effect, naming the COUNTY which shall assume to include its officers, employees, agents and representatives as additional insured. The certificates of insurance shall name specifically “Cortland County, 60 Central Avenue, Cortland, New York 13045” as an additional insured.

Notice of termination of any such policies must be provided to the COUNTY at least ten (10) days in advance. CONTRACTOR shall, on or before this 10-day period, provide the COUNTY with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this agreement.

All insurance coverage required to be purchased and maintained by the CONTRACTOR under this agreement shall be primary for the defense and indemnification on any action or claim asserted against the COUNTY and/or the CONTRACTOR for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

Any accident shall be reported to the COUNTY as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the COUNTY as soon thereafter as possible and not later than three (3) days after the date of such accident.

#### ARTICLE 5. REPRESENTATIONS OF CONTRACTOR

The CONTRACTOR represents and warrants:

- (A) That he/she/it is financially solvent and that he/she/it is experienced in and competent to perform the services as described in Article 1 above,**
- (B) That he/she/it is familiar with all Federal, State, municipal and departmental laws, ordinances and regulation which may in any way affect the work or those employed therein.**
- (C) That he/she/it shall comply with all standard New York State contract requirements as set forth in Exhibits A-D and Appendix A; attached and annexed hereto.**

#### ARTICLE 6. PERMITS AND REGULATIONS

The CONTRACTOR shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 7. COUNTY'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

The COUNTY shall have the right to stop work or terminate the Contract if:

- (A) The CONTRACTOR is adjudged bankrupt or makes an assignment for the benefit of creditors; or
- (B) A receiver or liquidator is appointed for the CONTRACTOR or for any of his/her/it's property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within said twenty (20) days; or
- (C) The CONTRACTOR refuses or fails to prosecute the work or any part thereof with due diligence; or
- (D) The CONTRACTOR fails to make prompt payment to persons supplying labor for the work; or
- (E) The CONTRACTOR fails or refuses to comply with all applicable laws or ordinances; or
- (F) The CONTRACTOR violates any provision of the Contract;
- (G) In any event, the COUNTY, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the CONTRACTOR, terminate this contract pursuant to the grounds stated herein. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the CONTRACTOR hereunder exceeds the expense of completing the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR shall be liable to the COUNTY for such excess.
- (H) COUNTY may terminate this contract upon thirty (30) days written notice to the CONTRACTOR if deemed in the best interest of the COUNTY.
- (I) COUNTY may terminate if the contract is not funded.

ARTICLE 8. INDEMNIFICATION / HOLD HARMLESS

The CONTRACTOR shall indemnify, defend and hold the COUNTY, its Departments, and its officers, employees, contractors, representatives and agents harmless from and against any and all claims, fines, demands, losses, damages and expenses, including attorney's fees, relating to or arising out of any negligent or intentional acts and/or omissions of the CONTRACTOR or any of its directors, officers, employees, contractors, representatives, or agents.

ARTICLE 9. INDEPENDENT CONTRACTOR

The CONTRACTOR, including all its officers, employees and agents agrees that their relationship to the COUNTY and any of its Departments or units, is that of an independent contractor, and said CONTRACTOR covenants and agrees that they will not conduct themselves as, nor hold themselves out as, nor claim to be an officer or employee of the COUNTY by reason hereof and that they will not claim, demand or make an application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to, Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage, medical and/or dental benefits, or retirement membership or credit.

ARTICLE 10. ASSIGNMENT

Neither party may assign or sub-contract this contract or any portion thereof, without prior written consent of the other party hereto.

ARTICLE 11. REQUIRED PROVISIONS OF LAW

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended to make such insertion.

ARTICLE 12. VENUES AND DISPUTES

The exclusive means of disposing of any dispute arising under this Agreement shall be decided in a New York State Court of competent jurisdiction located within Cortland County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the CONTRACTOR shall proceed diligently with performing the terms of this Agreement. The CONTRACTOR waives any dispute or claim not made in writing and received by the COUNTY within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

ARTICLE 13. REMEDIES

The remedies specified herein shall be cumulative and in addition to any other remedies available of law or in equity. Waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other or future breach of the same provision or any other provision of the Agreement.

**ARTICLE 14. NOTICES**

All notices of any nature referred to in this agreement shall be in writing and sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties may designate in writing.

**To the CONTRACTOR:**

**To the COUNTY:      Chair of the Legislature      (and)      \_\_\_\_\_**  
(Department originating contract)  
**County of Cortland**      \_\_\_\_\_ (contact person)  
**60 Central Avenue**      \_\_\_\_\_ (address)  
**Cortland, New York 13045**      \_\_\_\_\_

**ARTICLE 15. SEVERABILITY**

In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this agreement, which shall continue in full force and effect.

**ARTICLE 16. WAIVER**

No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

**ARTICLE 17. MODIFICATION**

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

ARTICLE 18. EXECUTORY CLAUSE

**The COUNTY shall have no liability under this Agreement to the CONTRACTOR or to anyone else beyond funds appropriated and available for this Agreement.**

ARTICLE 19. RECORDS RETENTION AND AUDIT

**The CONTRACTOR agrees to retain all books, records and/or other documents relevant to this Agreement for six (6) years after the expiration or termination of this agreement or six (6) years after final payment, whichever is later, unless otherwise agreed to by the parties in writing. New York State auditors and/or any other persons duly authorized by the COUNTY shall have full access to and the right to examine any of the above-mentioned documents during the above-stated time period.**

ARTICLE 20. APPLICABLE LAW

**This Agreement is governed by the laws of the State of New York.**

ARTICLE 21. PRIVACY AND SECURITY (HIPAA)

(APPLICABLE TO ALL CONTRACTS FOR GOODS AND SERVICES WHICH RELATE TO MEDICAL RECORD-KEEPING)

The purpose of this clause is to set forth the requirements for privacy and security of protected health information (“PHI”) mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY. Terms and conditions required relative to this agreement are incorporated and attached to this agreement as “Exhibit ”.



**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate (2 copies) each of which shall be deemed an original on the date written.

**COUNTY OF CORTLAND**

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

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

Donnell Boyden, Chair  
Cortland County Legislature

Acknowledgement

STATE OF NEW YORK )  
COUNTY OF CORTLAND ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared **Donnell Boyden**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**CONTRACTOR**

(name of company)

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

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

\_\_\_\_\_  
(NAME OF SIGNATORY)

\_\_\_\_\_  
(CORP. OFFICER/POSITION)

Acknowledgement

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

## **APPENDIX A**

### **STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

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## **STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory

and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by **Article 8** of the Labor Law or a building service contract covered by **Article 9** thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, **if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment** by the County of New York State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is

participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment

opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical



hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by

State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**Questions for Cortland County Clerk’s Office RFP – Electronic Document Management System**

| Q # | RFP Section, Page #                       | Comment/Clarification/Question   | Response  |
|-----|---|--|---|
| 1.  | Specifications and Scope<br><br>Page 3    | Document Management:<br># of documents currently stored in system<br># of pages currently stored in system<br># of documents recorded monthly<br># of pages scanned and added to the system monthly  | As of July 5, 2017:<br>273,269<br>1,457,975<br>2,000<br>8,000   |
| 2.  | Signatory Information<br><br>Page 10:     | Clarification of what should be provided<br><br>Proof that signatory is at least a 50% owner and has the authority to act on behalf of the business  | Suggestion of the following or any combination thereof – other documents may also satisfy this requirement:<br><ol style="list-style-type: none"> <li>1. Sworn, notarized affidavit from the owner verifying that he/she is at least a 50% owner and has the authority to act on behalf of the business or delineates who has such right for the company;</li> <li>2. A copy of bylaws or rules of the business that indicate the person signing is at least a 50% owner and is authorized to act on behalf of the business;</li> <li>3. Certificate of Incorporation;</li> <li>4. Certificate of Authority from the NYS Department of Taxation and Finance;</li> </ol> |
| 3.  | Submission Requirements<br><br>Pages 9-10 | Clarification of what should be provided -<br><br>Section E requires a completed and signed Schedule of Fees ‘form attached to this RFP as Exhibit C’<br><br>The checklist of documents on page 10, specifically the language next to Exhibit C, states ‘Schedule of Fees (NO FORM, SUBMITTED BY VENDOR).’ | Exhibit C in the RFP does not include a pre-prepared form to be submitted by the Vendor. The documentation must be produced/provided by the vendor.   |

**Questions for Cortland County Clerk's Office RFP – Electronic Document Management System**

| <b>Q #</b> | <b>RFP Section, Page #</b>            | <b>Comment/Clarification/Question</b>  | <b>Response</b>   |
|------------|---------------------------------------|--|---|
| 4.         | Submission Requirements<br>Pages 9-10 | Clarification of what should be provided -<br><br>Section F requires “Proof of insurance as detailed in Section 2.6, Insurance Requirements”, however, no such numbered section has been provided within the proposal. | This Section was inadvertently left out of the RFP. Submission of proof of Liability, Worker’s Compensation and DBL Insurance at the limits specified in the standard contract language under Article 4, Section A.1. |
| 5.         | Exhibit E, F & G<br>Page 9            | Is there a location within the proposal submission where Exhibit E, F and G should be included?  | Exhibits should be attached at the end of the proposal and should be in alphabetical order.   |

**Questions for Cortland County Clerk's Office Electronic Document Management System**

| Q # | RFP Section   | RFP Page # | RFP Language  | Comment/Clarification / Question   |
|-----|---|------------|---|--|
| 1.  | Specifications and Scope – Compatibility with County IT | 7          | “Vendor must provide written recommendations from other county IT Departments regarding the ability to work in coordination with issues that may arise concerning services provided by the vendor through the local county network” | Please provide clarification on the “Compatibility with County IT” specification requirements.   |
| 2.  | Submission Requirements                                 | 9          | Letters of recommendation and references from other municipalities or public agencies are preferred.  | In the RFP Section in Question #1, above, and in this RFP Section also, the County makes a point in regards to requirement or preference of recommendations from other references. Would it not suffice for the County to contact the references provided in the response as required in the RFP to assess the references? |
| 3.  | General Question  | NA         | NA  | The County responded to our firm's questions regarding the RFP via a direct email. Will the County consider releasing an addendum with all vendor questions?   |

Answers from County Clerk:

1&2: I believe the RFP wording is sufficient and self- explanatory. In order for the County Clerk's Electronic Document Management System to function as it should on the county's network, the ability to work with county IT Departments is imperative. Written recommendations are required from county IT Departments, with whom the vendor has previously worked, and must be provided to Cortland County along with their response to the RFP.

3. The questions and answers posed by interested vendors are listed on the Cortland County website along with the RFP.