

**ORIGINAL**

**Public Safety Committee  
Sheriff's Committee Agenda  
May 22, 2018**

**Committee Members: Leggett, Geraghty, Simpson, Wild, Magowan, Diamond, Sokol, Hogan, Braymer and Driscoll.**

- I. Committee meeting called to order by Chairman
- II. Motion to approve minutes of prior committee meeting
- III. Action Agenda
  - A. Request Resolution to amend County Budget to reflect money from an insurance recoveries in the amount of \$24,818.28.
  - B. Request Resolution to amend County Budget to reflect monies to be received from NYS DHSES 2017 Statewide Interoperability Communication Grant in the amount of \$550,861.
  - C. Request Resolution for a new contract with Great Escape / Six Flags.
  - D. Request Resolution for a new contract with Wells Communication Service Inc.
- IV. Referral / Pending Items
- V. Topics for Discussion
  - A. We currently have (6) vacancies for Correction Officer. (1) Due to promotion and (5) due to resignation.
  - B. Currently in discussions with North Warren CSD, Queensbury UFSD and Lake George CSD to provide SRO's to the school districts. Update on additional cost associated with these positions.
  - C. WC SPCA, discuss whether to extend or lapse the existing contract. Status of RFP.
- VI. Motion to adjourn

Attachments:

- #1. Resolution Request Form #7, Amend County Budget (Insurance Recoveries)
- #2. Resolution Request Form #7, Amend County Budget (17 SICG)
- #3. Resolution Request Form #3. New Contract (Great Escape / Six Flags)
- #4. Resolution Request Form #3. New Contract (Wells Communications)

# ***RESOLUTION REQUEST FORM NO. 7***

## ***Request to Amend County Budget\****

***\*If this is the result of a grant award, also complete and submit Form No. 5 or 6***

**DEPARTMENT NAME: Sheriff**

**DATE: May 17, 2018**

(a) **Purpose of Amendment:** Amend the County Budget to increase revenue to reflect money from insurance recoveries.

(b) **Appropriation Code, Object Code, Full Title and Amount:**

A.3110 441	\$3,673.28
A.3220 422	\$21,145.00

(c) **Revenue Code (with title), and Amount:**

A.3110 2680	\$3,673.28
A.3220 2680	\$21,145.00

\*Please note all amount must be in whole dollars – no cents.

**NEW YORK MUNICIPAL INSURANCE RECIPROCAL**

DATE ISSUED 4/19/18

CHECK NO. 0000093448

Description	Check Amount
Claim No: WARR-2018-013-001, Commercial Automobile Comprehensive/Glass, Invoice No: First and Final - Claimant: Warren County DOL: 4/9/2018, 2015 Ford Interceptor, Vin #7667 less 500 ded <b>CHECK TOTAL</b>	\$3,673.28     \$3,673.28

A. 3110 2680

531

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND A WATERMARK PATTERN ON THE BACK. HOLD AT ANGLE TO VIEW.

**NEW YORK MUNICIPAL INSURANCE RECIPROCAL**

119 WASHINGTON AVENUE  
ALBANY, NY 12210

KEY BANK OF NEW YORK  
99 WASHINGTON AVENUE, ALBANY, NY 12210  
TWIN TOWERS OFFICE

CHECK NO. 0000093448

29-7 213	DATE 4/19/18
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PAY: Three thousand six hundred seventy three and 28/100 Dollars

TO THE ORDER OF WARREN COUNTY  
ATTN: WARREN COUNTY ATTORNEY'S OFFICE

CHECK AMOUNT \$*****3,673.28
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MAIL TO: WARREN COUNTY  
1340 STATE ROUTE 9  
LAKE GEORGE, NY 12845-9803

*Handwritten Signature*

SIGNATURE HAS A COLORED BACKGROUND



# ***RESOLUTION REQUEST FORM NO. 7***

## ***Request to Amend County Budget\****

***\*If this is the result of a grant award, also complete and submit Form No. 5 or 6***

**DEPARTMENT NAME: Sheriff**

**DATE: May 18, 2018**

(a) **Purpose of Amendment:** Amend the County Budget to increase revenue to reflect monies to be received from 2017 Statewide Interoperability Grant.

(b) **Appropriation Code, Object Code, Full Title and Amount:**

A.3020.4034 470	Sheriff's 911 Center Contracts	\$57,441.00
A.3020.4034 260	Sheriff's 911 Center Other Equipment	\$493,420.00

(c) **Revenue Code (with title), and Amount:**

A.3020.4036	2017 Interoperable Comm Grant	\$550,861.00
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\*Please note all amount must be in whole dollars – no cents.

<b>STATE AGENCY</b> New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	<b>NYS COMPTROLLER'S NUMBER:</b> C198238 (Contract Number)  <b>ORIGINATING AGENCY CODE:</b> 01077
<b>GRANTEE/CONTRACTOR:(Name &amp; Address)</b> Warren County 1340 State Route 9 Lake George NY 12845	<b>TYPE OF PROGRAMS:</b> SI2017 <b>CFDA NUMBER:</b> <b>DHSES NUMBERS:</b> WM17198238
<b>FEDERAL TAX IDENTIFICATION NO:</b> 14-6002576 <b>MUNICIPALITY NO:</b> (if applicable) 520100000 000 <b>SFS VENDER NO:</b> 1000002438 <b>DUN &amp; BRADSTREET NO:</b> 098334733	<b>INITIAL CONTRACT PERIOD:</b> FROM 01/01/2018 TO 12/31/2019 <b>FUNDING AMOUNT FOR INITIAL PERIOD:</b> \$550,861.00
<b>STATUS:</b> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	<b>MULTI-YEAR TERM:</b> (if applicable)
<b>CHARITIES REGISTRATION NUMBER:</b> <input type="text"/> (Enter number or Exempt) if Exempt is entered above, reason for exemption.  Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	<b>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</b> ___ APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions ___ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) ___ DHSES-55 Budget Amendment/Grant Extension Request ___ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion _____ _____
<b>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</b>	
NYS Division of Homeland Security and Emergency Services BY: Michele Wahrlich , Director of Grants Program Administration Date: 03/30/2018 State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract. <b>GRANTEE:</b> BY: Ronald Conover Chairman Date: 03/28/2018	
<b>ATTORNEY GENERAL'S SIGNATURE</b> _____ Title: _____ Date: _____	<b>COMPTROLLER'S SIGNATURE</b> _____ Title: _____ Date: _____

Award Contract  
 Project No.            Grantee Name  
 SI17-1056-D00        Warren County

Statewide Interoperable Communications Grant

03/30/2018

Appendix B - Project Budget

Budget Summary by Participant

Warren CountyWarren County Office of Emergency Services - Version 1

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Consultant fees for Interoperable Communications project	1	\$57,441.00	\$57,441.00	\$57,441.00	\$0.00
<b>Total</b>				<b>\$57,441.00</b>	<b>\$57,441.00</b>	<b>\$0.00</b>

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Radio site controller	n/a	1	\$24,581.00	\$24,581.00	\$24,581.00	\$0.00
2	Radio Base Stations with Installation	n/a	1	\$165,197.00	\$165,197.00	\$165,197.00	\$0.00
3	Mobile radios with remote mount and Installation	n/a	1	\$170,892.00	\$170,892.00	\$170,892.00	\$0.00
4	Site Monitoring equipment with Installation	n/a	1	\$115,750.00	\$115,750.00	\$115,750.00	\$0.00
<b>Total</b>				<b>\$476,420.00</b>	<b>\$476,420.00</b>	<b>\$0.00</b>	

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	FCC Licensing fees	1	\$17,000.00	\$17,000.00	\$17,000.00	\$0.00
<b>Total</b>				<b>\$17,000.00</b>	<b>\$17,000.00</b>	<b>\$0.00</b>

Warren County Office of Emergency Services	Total Cost	Grant Funds	Matching Funds
<b>Total Project Costs</b>	<b>\$550,861.00</b>	<b>\$550,861.00</b>	<b>\$0.00</b>

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	<b>\$550,861.00</b>	<b>\$550,861.00</b>	<b>\$0.00</b>

# ***RESOLUTION REQUEST FORM NO. 3***

## ***Request for New Contract***

**DEPARTMENT NAME:** Sheriff's Office

**DATE:** May 17, 2018

- (a) Is this a Result of a Bid or Request for Proposal? N/A
- (b) Purpose of Contract: **Provide Police Services to the Great Escape (Six Flags)**
- (c) Name of Contractor: **Great Escape (Six Flags)**
- (d) Address of Contractor: **89 Six Flags Drive, Queensbury, NY 12804**
- (e) Contractor's Contact Person and Telephone Number:  
**Eric Gilbert (Park President) 518-792-3500 Ext 3202**
- (f) Has or will the Contract be provided, if so, please attach: **County Attorney will provide**
- (g) Commencement Date of Contract: **May 2018**
- (h) Termination Date of Contract:
- (i) Payment Provisions:
  - i) lump sum amount
  - ii) hourly rate amount **\$56.50**
  - iii) total amount not to exceed
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **Monthly Billing**)
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **a.3110 120 Law Enforcement Overtime****

Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

\*as listed in budget and LOGOS

## ***RESOLUTION REQUEST FORM NO. 3***

### ***Request for New Contract***

**DEPARTMENT NAME:** Sheriff's Office

**DATE:** May 18, 2018

- (a) Is this a Result of a Bid or Request for Proposal? N/A
- (b) Purpose of Contract: **Provide maintenance and repair to consoles in the Communications Center**
- (c) Name of Contractor: **Wells Communication Service Inc.**
- (d) Address of Contractor: **221 North Greenbush Road, Troy, NY 12180**
- (e) Contractor's Contact Person and Telephone Number:  
**Jim Adams, VP of Business Development**
- (f) Has or will the Contract be provided, if so, please attach: **Yes**
- (g) Commencement Date of Contract: **01/01/2018**
- (h) Termination Date of Contract: **12/31/2018, can be extended (3) additional (1) year terms at same price.**
- (i) Payment Provisions:
  - i) lump sum amount **\$10,800**
  - ii) hourly rate amount
  - iii) total amount not to exceed **\$43,200**
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. **Annually**)
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: a.3220 470 Sheriff Communication Center Contracts**

Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

\*as listed in budget and LOGOS

Maintenance Agreement

AGREEMENT BETWEEN

Warren County Sheriff

AND

Wells Communication Service, Inc.

Regarding:

The Maintenance and Repair of  
Communication Console Equipment

Wells Communication Service, Inc.  
221 North Greenbush Road  
Troy, NY 12180

Telephone (518) 283-2735  
Fax (518) 283-0901

## Maintenance Service Agreement

The maintenance agreement herein described, relates to a contractual maintenance agreement between Wells Communication Service, Inc., 221 North Greenbush Road, Troy, NY 12180 and Warren County Sheriff

Warren County Sheriff is hereafter, for the intent of contractual clarity, referred to as USER of the Communications Console System.

Wells Communication Service Inc., 221 North Greenbush Road, Troy, NY is hereafter, for the intent of contractual clarity, referred to as VENDOR.

### I. Conditions of Equipment at Commencement of Agreement:

- a. Inventory List: The equipment to be covered within this contract shall be listed in a Maintenance Contract Inventory list. This list shall be prepared by the USER and its' contents agreed to by both the USER and the VENDOR prior to finalizing the contract agreement.

### II. Special Emergency Visits

- a. The VENDOR shall provide technical advice via telephone, to assist in the clearance of minor system faults which do not require a technician to respond, in person, to the USER location.
- b. The VENDOR shall provide service to the USER for the maintenance of equipment listed in the Maintenance Contract Inventory List as part of this contract.
- c. In the event the system problem is caused by:
  - 1. Operator error
  - 2. Physical damage, or AC power surges
  - 3. Acts of God (referring to such conditions as flooding, lightning hits, etc.), the USER shall reimburse the VENDOR at the time and material rate appropriate for the time of the service call and or repair. (\$95.00 per hour plus parts, for 8:00 AM to 4:30 PM coverage, \$142.50 per hour plus parts for after hour or holiday coverage.)

- d. In the event a service call is resolved by means of remote diagnostics, technical staff involved with the service issue shall notify the USER as soon as the problem is resolved and report on the nature of the repair as well as its' specific resolve. Further, the name of the technician providing the repair along with the exact time of service restoration shall be provided.

**III. Repairs and Replacements**

- a. As deemed necessary, VENDOR will repair or replace defective components from equipment listed on the Maintenance Contract Inventory List.
  - 1. Repair costs for said components shall be included in the contract at no additional charge, unless one of the following conditions apply:
    - a. Component has failed due to USER negligence
    - b. Component has failed due to improper use or AC power surges
    - c. Component has failed due to an Act of God, (referring to conditions such as flooding, lightning hits, etc.)
- b. Computers and Ancillary Equipment:  
The following listed equipment is not covered in this maintenance contract:
  - 1. Computers
  - 2. Terminals
  - 3. Monitors
  - 4. Printers
  - 5. Hard Drives
  - 6. DAT Tapes
  - 7. Power Supplies
  - 8. Chargers
  - 9. UPS
  - 10. Batteries
  - 11. Antenna System

Wells Communications will respond to the initial service call as part of the agreed upon maintenance contract. Any computer or ancillary equipment related repairs which are required following the initial visit will be billable at the standard time and material rate, or overtime rate as service call times mandate.

#### **IV. Service Calls Relating to Telephone Lines**

- a. When a service call is made and the resulting trouble is determined to be due to phone line difficulty, the initial service call performed by the VENDOR shall be provided at no additional charge.
  - b. Upon determination of phone line difficulty the technician shall be responsible for notifying the telephone company of such difficulties.
  - c. The technician shall report to the Rensselaer County Sheriff when trouble calls have been directed to the telephone company and what actions are being taken to resolve the problem.
1. Subsequent visits relating to the same telephone line difficulty, even if the problem is of an intermittent nature, shall require reimbursement to the VENDOR by the USER, at the labor charges associated with the time of the call.

#### **V. Service Reports**

Upon completion of repairs, VENDOR shall provide the USER with a report. The USER shall retain and maintain all reports.

#### **VI. LIABILITY**

Except as herein expressly stated, Wells Communication Service, Inc. shall not be liable for consequential loss, damage or injury arising from any stoppage, breakdown or failure of the equipment, where the cause by the negligence of or breach of the Agreement by Wells Communication Service, Inc. or their failure to exercise reasonable skill and care in carrying out any work pertinent to this Agreement, but Wells Communication Service, Inc. shall use its' best efforts to remedy any stoppage as promptly as is able and likewise shall use its' best efforts to keep the Equipment in good working order.

#### **VII. USER Undertakings**

1. The following undertakings shall be consistently carried out by the USER:
  - a. USER shall keep and operate the Equipment listed on the Maintenance Contract Inventory in a proper and prudent manner.
  - b. Said equipment shall have physical accessibility for VENDOR, 24 hours a day. (I.E.: room where Equipment resides shall not be used as a storage room for other materials.)

- c. USER shall promptly notify VENDOR of the relocation of any Equipment listed on the inventory or any equipment not on the inventory but having an operational relationship with maintenance contract inventoried equipment.
- d. USER shall make all payments due thereunder to VENDOR at the address listed above.
  - 1. Payment shall be made to VENDOR within thirty (30) days from date of invoice. (Pertains to time and material charges which occur beyond the scope of this contract)
- e. USER shall promptly notify VENDOR of any uncertain operation of the system, since this information can sometimes assist in anticipating possible future system failures.
- f. USER shall provide an adequate and suitable electric supply in accordance with advice given by the VENDOR.

**IIX. Contract Duration**

- 1. This contract is valid for the period beginning January 1, 2018 through and terminating at Midnight December 31, 2018, or extended beyond this date, at customer request.
- 2. Early termination of said contract by USER or VENDOR is possible with no less than a three (3) months warning in writing, each to the other.

**IX. Charges**

- 1. The monthly charge stated herein shall become payable to VENDOR at the address listed above prior to the first month of the contract year.
- 2. In the event of early contract termination, any payments made in advance by the USER shall be reimbursed at a pro-rated amount.

**X. Variation of Charges**

- 1. If the Inventory List is added to or if the Equipment included in the list is modified in any way, VENDOR reserves the right to amend the contract dollar amount, pro-rated from the time of modification.
- 2. Should it become necessary, VENDOR may review any charges payable under this contract. Conditions requiring additional reimbursement to the VENDOR, whether they relate to the contract amount or time and material work closely related to the contract may be presented to the USER. The USER and/or VENDOR may then option for:
  - a. Renegotiation of the contract with written notification for alteration, no less than three (3) months in advance, or
  - b. Termination of the contract by USER or VENDOR, with no less than three (3) months written notification, each to the other.)

**XI. Alterations**

1. The USER shall not, under any circumstances, alter or add to the Equipment listed in the Maintenance Contract Inventory, without the written consent of the VENDOR. (Said consent shall not be unreasonably withheld.)
2. At USER request, VENDOR shall (where practical) move, alter or add to the Equipment. VENDOR reserves the right to obtain monetary reimbursement at the standard time and material service rate from USER for said services, as agreed upon between both parties prior to commencement of said activity.

**XII. Defaults**

If the USER shall fail to make payment, as defined herein, or if either party shall be in continual or material breach of its' obligation thereunder, the other party may forthwith, by written notice, terminate the Agreement without prejudice to pre-existing rights.

**XIII. Force Majeure**

Neither party hereto shall be under liability for failure or delay in performing their respective obligations hereunder which are attributable to causes beyond the relevant party's reasonable control.

**XIV. NON-APPROPRIATION CLAUSE:**

It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the County for the performance of the terms hereof and no liability on account thereof shall be incurred by the County beyond monies available to or appropriated by the County for the purpose of the Agreement and that said Agreement shall automatically terminate upon the termination of County, State or Federal funding available for such contract purpose.

**XV. Confidentiality**

Wells Communication Service, Inc., (VENDOR) shall not disclose any information about the USER, its' business, or its' customers to any third party without the prior written consent of the USER. For the purpose of the Clause, USER shall include any partner of or anybody associated with the USER. The foregoing obligation of confidentiality shall survive any termination of the Agreement.

**XVI. Annual Charge and Payment Terms**

<p><b><u>Wells Communication Service, Inc.</u></b> <i>In Service for:</i> <b><u>Warren County Sheriff</u></b></p>
---------------------------------------------------------------------------------------------------------------------------

The total annual charge for the facility and services described in this agreement and listed in the Maintenance Contract Inventory is **Ten Thousand Eight Hundred (\$10,800.00) Dollars**, which shall be paid in equal monthly installments of **Nine Hundred Dollars and XX/100 (\$900.00)** commencing on the start date of this contract and on each and every month thereafter until paid in full.

One annual payment in January 2018 for the entire yearly amount is also acceptable.

XVII. Term of Agreement

This agreement shall commence on January 1, 2018 and shall terminate on December 31, 2018.

This contract is eligible for renewal for 3 consecutive years beyond 2018.

XIIX. As WITNESS the hands of the parties hereto:

 Name: Jim Adams, VP Business Development  
for and on behalf of: Wells Communication Service, Inc.

Date 3/20/18

\_\_\_\_\_  
Name: \_\_\_\_\_  
for and on behalf of: Warren County Sheriff, NY.

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

**Wells Communication Service, Inc.**

*In Service for:*

**Warren County Sheriff**

Page 7 of 7

## WARREN COUNTY PURCHASING DEPARTMENT

1340 State Route 9  
Lake George, NY 12845  
Telephone: (518) 761-6538  
Fax: (518) 761-6395



Julie A. Butler, Purchasing Agent  
Jason M. Shpur, Deputy Purchasing Agent  
Amber N. Brownell, Purchasing Assistant

### NOTICE TO PROFESSIONALS

The undersigned shall receive sealed proposals for the provision of services to the County of Warren as follows:

#### **WC 38-18 - REQUEST FOR PROPOSALS FOR ANIMAL CRUELTY PREVENTION SERVICES THROUGHOUT WARREN COUNTY**

You may obtain these Specifications either on-line or through the Purchasing Office. If you have any interest in these Specifications on-line, please follow the instructions to register on the Empire State Bid System website, either for free or paid subscription. Go to <http://warrencountyny.gov> and choose **BIDS AND PROPOSALS** to access the Empire State Bid System OR go directly to <http://www.EmpireStateBidSystem.com>. **If you choose a free subscription, please note that you must visit the site up until the response deadline for any addenda. All further information pertaining to this bid will be available on this site. Bids which are not directly obtained from either source will be refused.**

Proposals may be delivered to the undersigned at the Warren County Human Services Building, Warren County Purchasing Department, 3<sup>rd</sup> Floor, 1340 State Route 9, Lake George, New York between the hours of 8:00 am and 4:00 pm. Proposals will be received up until **Thursday, June 21, 2018 at 3:00 p.m.** at which time the Purchasing Agent will publicly open said proposals. All proposals must be submitted on proper bid proposal forms. Any changes to the original RFP documents are grounds for immediate disqualification.

**Late proposals by mail, courier or in person will be refused.** Warren County will not accept any proposal which is not delivered to Purchasing by the time indicated above, on the time stamp in the Purchasing Department Office.

The right is reserved to reject any or all proposals.

Julie A. Butler, Purchasing Agent  
Warren County Human Services Building  
Tel. (518)761-6538

Published: Saturday, May 26, 2018

WC 38-18 - REQUEST FOR PROPOSALS FOR ANIMAL CRUELTY PREVENTION SERVICES  
THROUGHOUT WARREN COUNTY

DATE: June 21, 2018      TIME: 3:00 PM      PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FLOOR

**I. BACKGROUND INFORMATION:**

Warren County is seeking proposals from qualified providers of animal cruelty prevention services. Said services shall be provided on an as needed basis and as more fully set forth in the following specifications.

**II. SCOPE OF SERVICES/QUALIFICATIONS REQUESTED:**

The Contractor shall be responsible for meeting minimum qualifications and providing the following services (outside the scope of contracts currently retained by municipalities within Warren County):

**MINIMUM QUALIFICATIONS:**

- A. Staff who are experienced dangerous dog handlers for the safe removal and containment of dangerous dogs in situations involving such dogs, as well as dogs present on crime/investigation scenes;
- B. Staff who are well versed and trained in the handling and containment of injured animals which are in immediate distress;
- C. Ability to work independently to perform full animal cruelty investigations including completing and filing all appropriate paperwork and investigatory reports from intake to arrest;
- D. Ability to cooperatively work with the Sheriff's Department and other law enforcement organizations, including but not limited to, crime scene processing, evidence preservation, law enforcement tactics and a command and control structure;
- E. Marked vehicles with equipment (i.e. lighting, personal protective equipment and communications equipment (please provide a list of available equipment with your proposal); and
- F. Staff that are properly identified and uniformed in professional distinct attire and be provided with all of the proper protection gear for their persons, the public and for the control and handling of all types of animals.

**If proposers have additional certifications/qualifications/credentials you wish for the Warren County Board of Supervisors to consider in the evaluation process, please list and attach as a separate sheet with your proposal. This may include but not be limited to:**

- \* Staff who are DEC certified nuisance wildlife and rabid animal handlers;
- \* Staff with National Animal Control Academy training and certification;
- \* Staff that are armed peace officers for safety and dangerous animal situations.  
Example: DCJS NYS Peace Officer 99 hour training and 47 hour firearms/defensive weapon training through an accredited New York State program;

**MINIMUM REQUIRED SERVICES:**

- A. A 24-hour answering service and/or paging system. **The intent of this system is to prompt an immediate** live person response who is familiar with the County 911 system and the Sheriff's Department protocols and procedures for call dispatch, routing and handling;
- B. Staff available to assist in immediate emergency response to Sheriff's Department dispatched emergencies involving animal cruelty (for animals not covered under current Town/City contracts and/or Town Animal Control Officer responsibilities);

WC 38-18 - REQUEST FOR PROPOSALS FOR ANIMAL CRUELTY PREVENTION SERVICES  
THROUGHOUT WARREN COUNTY

DATE: June 21, 2018      TIME: 3:00 PM      PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FLOOR

- C. Investigating complaints of cruelty to animals and taking such action at law or otherwise including proceedings or actions in a court of law as may be deemed necessary to correct any condition found to exist;
- D. Paying for expenses incurred for the cost of board, care, treatment and euthanasia of animals which will be required to carry out the terms of the agreement;
- E. Retaining the services of a Humane Officer;
- F. An electronic reporting system where the Sheriff's Department can request instant, online access and reports in real time specific to the Warren County contract;
- G. Provision of detailed invoices and call-out forms (call-out form included herewith as Attachment "A"); and
- H. Should there be a potential rabies case found during an investigation requested under this contract, successful proposer shall comply with all applicable provisions of the Public Health Law of the State of New York as to reporting of bites to the Warren County Public Health Department as the result of a potential or confirmed rabies case which shall include:
  - 1. Collaborating with Public Health to ensure Public Health is notified of dog seizures involving rabies exposure incidents within 10 day confinement period;
  - 2. Reporting potential rabies related exposures to Public Health, so Public Health can investigate and ensure there is not exposure; and
  - 3. Contacting Public Health for prior approval to test rabies suspect specimens, so Public Health can investigate and determine if testing is needed..

**If proposers provide additional services not listed above, that you wish for the Warren County Board of Supervisors to consider in the evaluation process, please list and attach as a separate sheet with your proposal.**

**III. TIME FOR OR DURATION OF SERVICES:**

The services shall commence on September 1, 2018 and shall terminate August 31, 2019. Upon agreement between the Contractor and the County, the contract may be extended for two (2) additional one year terms. At all times the County, reserves the right to terminate the agreement upon sixty (60) days written notice to the Contractor, or in the event of non-performance, immediately terminate.

**IV. RESPONSES TO THIS REQUEST FOR PROPOSALS - SUBMISSION INSTRUCTIONS:**

- A. **Proposals must be received no later than 3:00 pm on Thursday, June 21, 2018.** All parties interested in responding, must deliver or arrange for the County **Purchasing Agent to receive an original proposal (so noted) and one (1) copy.**

The Warren County Board of Supervisors may reject proposals, or any portions thereof, which are materially incomplete and/or which do not conform to the proposal content or submission requirements. The Board also reserves the right, to the extent permitted by law, to waive any irregularity, variance or informality in a proposal in keeping with the best interests of Warren County and to accept proposals which do not significantly alter the proposal's scope.

WC 38-18 - REQUEST FOR PROPOSALS FOR ANIMAL CRUELTY PREVENTION SERVICES  
THROUGHOUT WARREN COUNTY

DATE: June 21, 2018    TIME: 3:00 PM    PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FLOOR

B. *Proposals are to be enclosed in a sealed envelope, plainly marked as "WC 38-18 - Proposal for Animal Cruelty Prevention Services" and addressed and or delivered to:*

Julie Butler, Purchasing Agent  
Warren County Human Services Building, 3<sup>rd</sup> Floor  
1340 State Route 9  
Lake George, NY 12845  
Telephone No. (518) 761-6538

Location- Warren County Purchasing is located off I 87, Exit 20 on Route 9 in the Warren County Human Services Building, 1340 State Route 9, Lake George, NY 12845. Park in front of the building and enter the facility through the main lobby. You will be required to pass through security, so please allow time for delays. Proceed to the elevator or stairs and go to the third floor. Take a right out of the elevator and continue taking rights until you see the Purchasing Office on your left. Your RFP must be time/date stamped in the Purchasing Office no later than 3:00 P. M. on June 21, 2018 to be considered. No Exceptions.

C. *When responding to this request, please send appropriate information, such as resumes, description of your company and experience which must include the following information:*

- 1) Your level of experience and familiarity in providing the type of animal cruelty prevention services you propose to provide;
- 2) A brief overview of how you propose to undertake providing the services, i.e. an operational plan;
- 3) Proposed staffing or total number of persons available to assist with regard to the services and any licenses, certifications, etc. of such individuals;
- 4) Proposals shall be submitted with an ink signature on the attached proposal forms in a sealed envelope. Warren County will reject any and all proposals received after the date and time indicated for submission. Warren County will not accept any proposal which is not delivered directly to Purchasing by the time indicated above, on the time stamp in the Purchasing Office; and
- 5) Each proposal must be accompanied by a completed Iran Divestment Act Certification, Non-Collusion Certificate, signed in ink and, if appropriate, Corporate Resolution with seal. Faxes are not acceptable.

V. **QUESTIONS:**

If there are any questions concerning this RFP or services to be rendered please contact Julie Butler, Purchasing Agent, by faxing to (518) 761-6395, e-mailing to [butlerj@warrencountyny.gov](mailto:butlerj@warrencountyny.gov), or mailing to 1340 State Route 9, Lake George, NY 12845, no later than **Noon on Tuesday, June 12, 2018**. All questions must be submitted in writing. Responses to any questions will be provided by written addenda to all parties to whom this RFP has been sent. Warren County shall not be bound by any verbal responses.

WC 38-18 - REQUEST FOR PROPOSALS FOR ANIMAL CRUELTY PREVENTION SERVICES  
THROUGHOUT WARREN COUNTY

DATE: June 21, 2018    TIME: 3:00 PM    PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FLOOR

**VI. RFP GENERAL TERMS AND CONDITIONS:**

- A. Selection of a Contractor to provide the services required shall be made using the following criteria. Evaluation Team members shall include, but are not limited to the Criminal Justice & Public Safety Committee Chairman and members, the Warren County Sheriff, Undersheriff and any other County staff that may be deemed appropriate by the Chairman of the Committee and/or Board of Supervisors:
1. Understanding of the RFP, comprehensiveness and breadth of proposal and services offered by the proposer (35 points);
  2. Experience in providing the services set forth within the specifications (30 points);
  3. Total proposed cost of annual contract (25 points);
  4. References (10 points); and
  5. Any other qualifications as determined by the Warren County Board of Supervisors to be appropriate considerations.
- B. The Contractor selected shall be required to furnish an engagement letter and/or execute an agreement. The terms of such engagement letter or agreement is subject to discussion and agreement but is anticipated to include the following:
1. Inclusion of a scope of services similar to that set forth in this Request for Proposals unless modified upon agreement by the County.
  2. A provision shall be included, which allows Warren County to terminate services at any time upon sixty (60) days written notice.
  3. To the extent allowed under law or not prohibited by the contract, a credit of the fee payable shall be provided in the event that services are terminated and/or deleted.
  4. Insurance coverage satisfactory to the County Board of Supervisors to include:
    - a. Comprehensive General Liability Insurance insuring the operations of the Contractor from claims for bodily injury not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, and property damage liability of not less than \$50,000 per occurrence, including coverage for automobiles owned by, leased to, or used on behalf of the Contractor;
    - b. Professional Liability Insurance - \$1,000,000 per claim and \$1,000,000 annual aggregate; and
    - c. Workers' Compensation Insurance and Disability Benefit Insurance in accordance with the Laws of the State of New York.

The above insurance must be through companies licensed to do business in the State of New York and, at a minimum, rated A.M. Best A- or better. The insurance coverage shall provide that the County is named as an additional insured on a primary and non-contributory basis. Certificates of Insurance indicating that the foregoing insurance is in effect will be filed with the Office of the County Attorney stating that the County will be notified in writing by the insurer prior to cancellation or failure to renew.

In order to be considered for selection to provide the services requested by this RFP, the Contractor submitting the proposal must agree to not limit general or other liability to an amount less than the limits of the required insurance coverage.

WC 38-18 - REQUEST FOR PROPOSALS FOR ANIMAL CRUELTY PREVENTION SERVICES  
THROUGHOUT WARREN COUNTY

DATE: June 21, 2018    TIME: 3:00 PM    PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FLOOR

5. A provision that requires all services performed under a contract awarded to the successful Contractor shall conform to prevailing professional or provider standards and to the requirements of the contract. Upon written notice of any defect from the County, the Contractor will be expected to correct or re-perform any defective or nonconforming services at no cost to Warren County. If the Contractor fails or refuses to correct or re-perform, the County shall be entitled to any remedy that may be provided for under the contract, and in any event, that may be authorized by law.
6. A provision requiring the Contractor to defend, indemnify and hold harmless the County with regard to any negligent acts or omissions or malfeasance with regard to the services performed or to be performed.

The successful Contractor shall indemnify and hold harmless the County, their officers, directors, agents and employees from, and against any and all claims, notices of claim, demands or causes of action for injury or death to any person, including Contractor's employees or damage to property (including all costs and reasonable attorney's fees incurred in defending any claim, demand or cause of action), arising, directly or indirectly, out of or resulting from, the performance of the Contractor's work or any negligent or wrongful acts, errors, omissions, negligence, incompetence, malfeasance and misfeasance by the Contractor, its employees, agents, materialmen, suppliers and/or subcontractors in the performance of its obligations under the agreement. The County and the Contractor shall notify each other in writing within thirty (30) days of any such claims or demands and shall cooperate in the defense of any such actions. If this indemnity, or any part thereof, is made void or otherwise impaired by any law controlling construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification in whole or in part to the fullest extent permitted by law.

7. A provision requiring the Contractor to assume sole responsibility for completing services as requested and the Contractor may not assign the work to be performed without the consent of the County, which consent shall rest in the sole discretion of the County.
  8. A provision providing that the Contractor shall not be deemed an agent of the County for any purpose whatsoever.
  9. Inclusion of such other terms and conditions that may be required pursuant to Federal or State Law, Regulation and/or by the County Attorney.
- C. Please note that retention of services by reason of this RFP is not certain. The right to reject any and all proposals, solicit new or additional proposals or perform some or all of the services in-house or by using services available from professionals currently under contract are retained at all times, even after proposals have been reviewed and considered.
- D. Additional information, interviews and/or presentations may be required at the option of County. In no event shall the County, its Boards, Officers and employees be liable for any costs incurred for the preparation of and participation in the submission of responses to this request or subsequent interviews of persons or companies.

WC 38-18 - REQUEST FOR PROPOSALS FOR ANIMAL CRUELTY PREVENTION SERVICES  
THROUGHOUT WARREN COUNTY

DATE: June 21, 2018      TIME: 3:00 PM      PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FLOOR

- E. It is the Contractor's sole responsibility to be familiar with and understand all terms and conditions regarding the RFP before the opening. Any questions should be submitted in writing to the contact person listed above and, if relevant, should cite the section and page number of the RFP document relating to the question raised by the Contractor. Answers to all questions of a substantive nature will be given to all Contractors as a formal addendum which will be annexed to and become part of the RFP. Please be advised that Warren County shall not be bound by any verbal response by any County employee which is not confirmed in writing or which does not result in an addendum issued by the Purchasing Department.
- F. Warren County reserves the right to waive or modify minor irregularities in proposals received, utilize any and all ideas submitted in the proposals unless those ideas are covered by legal patent or proprietary rights and generally adapt any or all of the company's proposal in developing contract language. With regard to legal patent or proprietary rights, it shall be incumbent upon the party furnishing the proposal to notify the County of such.
- G. Nothing contained herein shall be deemed an offer by the County or be interpreted as making a representation or giving any assurances that a contract may be entered into or that Warren County is in some fashion obligated. Should Warren County be unsuccessful in negotiating a contract with the Contractor within the time frame acceptable to Warren County, the County may begin contract negotiations with another Contractor responding to the RFP, reject all RFPs, re-advertise, or take such other action as may be deemed appropriate.
- H. Proposals will not be returned once submitted, and the County may dispose of the same in any manner allowed under law.
- I. Submission of the proposal to Warren County shall be deemed consent for the proposals to be publicly identified, and information contained therein shall be deemed a matter of public record unless such information is designated by the party submitting the proposal as trade secrets, as affecting present or imminent contract awards, or other information allowed to be kept confidential pursuant to the Section 87 of the Public Officer's Law of the State of New York. In order to designate information as confidential, the Contractor submitting the proposal must highlight the information and inform the County of its desire to keep that information confidential in a letter transmitting the proposal. Whether the information designated by the Contractor is allowed to be kept confidential pursuant to New York State Laws shall be determined by the Warren County Purchasing Agent upon consultation with the County Attorney and notice of such determination shall be made to the Provider prior to the release of the information to afford the service provider an opportunity to appeal the decision.
- J. Warren County reserves the right to make any investigation deemed necessary to determine Contractor qualifications and responsibility. The Contractor shall furnish to the County, upon request, all data pertinent thereto.
- K. Submission of a proposal constitutes agreement to all terms and conditions set forth herein. By submitting a signed proposal, the Contractor a) warrants that the contents of its proposal are accurate and binding upon the Contractor; b) represents that its staff is knowledgeable about the services to be provided as identified in this RFP; and c) warrants that it will use reasonable and appropriate efforts to provide such services in a professional and timely manner. In addition, the Contractor further warrants that it has become sufficiently acquainted with the conditions, facts, and circumstances relating to

**WC 38-18 - REQUEST FOR PROPOSALS FOR ANIMAL CRUELTY PREVENTION SERVICES  
THROUGHOUT WARREN COUNTY**

**DATE: June 21, 2018    TIME: 3:00 PM    PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FLOOR**

providing the requested services. Failure or omission of the Contractor to adequately acquaint itself with existing conditions, facts and circumstances shall not in any way relieve it of any obligations with respect to this RFP.

- L. 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 an individual's age, race, creed, color, national origin, sexual orientation, military status, sex, 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 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.

WC 38-18 - REQUEST FOR PROPOSALS FOR ANIMAL CRUELTY PREVENTION SERVICES  
THROUGHOUT WARREN COUNTY

DATE: June 21, 2018    TIME: 3:00 PM    PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FLOOR

**PROPOSAL**

PROPOSAL OF: \_\_\_\_\_  
COMPANY NAME

TO: Julie A. Butler, Purchasing Agent  
Warren County Human Services Building  
1340 State Route 9  
Lake George, NY 12845

The undersigned having carefully examined the specifications and having to their satisfaction ascertained all the facts concerning these specifications, herewith submits the following proposal for animal cruelty and rabies cases as more fully set forth herein.

\$ \_\_\_\_\_/hour for call-outs during the hours of 8:00am to 5:00pm Monday through Friday (includes travel)\*\*

\$ \_\_\_\_\_/hour for after-hour emergency call-outs between the hours of 5:00pm and 8:00am weekdays and all hours on weekends (includes travel)\*\*

**NOTE: Every effort shall be made to handle calls during regular business hours. Emergency calls shall be as determined by the Warren County Sheriff's Department.**

Please list all other potential charges that could be assessed for animal cruelty or rabies cases (i.e. rental of equipment, boarding, etc). May attach additional pages if spaces below are not sufficient:

AMOUNT:	NATURE OF SERVICE/COMMODITY:
\$ _____	_____
\$ _____	_____
\$ _____	_____
\$ _____	_____
\$ _____	_____
\$ _____	_____
\$ _____	_____
\$ _____	_____
\$ _____	_____
\$ _____	_____

**\*\*If there are variations in hourly rates for different employees and/or services within the organization, please attach an additional rate schedule to your proposal.**

WC 38-18 - REQUEST FOR PROPOSALS FOR ANIMAL CRUELTY PREVENTION SERVICES  
THROUGHOUT WARREN COUNTY

DATE: June 21, 2018    TIME: 3:00 PM    PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FLOOR

Please attach all other information requested in these specifications.

Date: \_\_\_\_\_ Federal ID#: \_\_\_\_\_

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

Contractor name (Printed): \_\_\_\_\_

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

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

Phone #: ( ) \_\_\_\_\_ Fax #: ( ) \_\_\_\_\_

E-mail of contact person: \_\_\_\_\_

**REFERENCES**

Name : \_\_\_\_\_  
Address: \_\_\_\_\_  
PO Box: \_\_\_\_\_  
City-State-Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Emails: \_\_\_\_\_

Name : \_\_\_\_\_  
Address: \_\_\_\_\_  
PO Box: \_\_\_\_\_  
City-State-Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Emails: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
PO Box: \_\_\_\_\_  
City-State-Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Emails: \_\_\_\_\_

**WC 38-18 - REQUEST FOR PROPOSALS FOR ANIMAL CRUELTY PREVENTION SERVICES  
THROUGHOUT WARREN COUNTY**

**DATE: June 21, 2018    TIME: 3:00 PM    PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FLOOR**

**CERTIFICATION**

Non-Collusive Certification required of all bidders under Section 103-d of the General Municipal Law as amended by Chapter 675 of the Laws of 1966, and further amended by Chapter 56 of the Laws of 2010, effective June 22, 2010.

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (a-1) Notwithstanding the foregoing, the statement of non-collusion may be submitted electronically in accordance with the provisions of subdivision one of section one hundred three of the General Municipal Law.
- (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth, in detail, the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- © The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing on its behalf;
- (d) That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid, or proposal, on behalf of the corporate bidder.

\_\_\_\_\_  
Individual Bidder

\_\_\_\_\_  
Co-Partnership

By \_\_\_\_\_  
Partner

\_\_\_\_\_  
Corporation

By \_\_\_\_\_  
President

WC 38-18 - REQUEST FOR PROPOSALS FOR ANIMAL CRUELTY PREVENTION SERVICES  
THROUGHOUT WARREN COUNTY

DATE: June 21, 2018    TIME: 3:00 PM    PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FLOOR

**CORPORATE RESOLUTION**

RESOLVED that \_\_\_\_\_  
(Name of Corporation)

be authorized to sign and submit the Bid, or Proposal, of this Corporation for the following project:

\_\_\_\_\_  
(Title of Project)

and to include in such Bid Proposal the Certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies of misstatements in such certifies this Corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by \_\_\_\_\_

Corporation at a meeting of its Board of Directors held on

the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_, and

is still in force and effective on this \_\_\_\_\_ Day of \_\_\_\_\_,

20\_\_\_\_\_.

\_\_\_\_\_  
**SECRETARY**  
(Signature)

(SEAL OF CORPORATION)

WC 38-18 - REQUEST FOR PROPOSALS FOR ANIMAL CRUELTY PREVENTION SERVICES  
THROUGHOUT WARREN COUNTY

DATE: June 21, 2018    TIME: 3:00 PM    PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FLOOR

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, \_\_\_\_\_, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_

Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
SIGNED

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_

201\_\_\_\_

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

**WC 38-18 - REQUEST FOR PROPOSALS FOR ANIMAL CRUELTY PREVENTION SERVICES  
THROUGHOUT WARREN COUNTY**

**DATE: June 21, 2018    TIME: 3:00 PM    PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FLOOR**

**ATTACHMENT “A”**

