

ONEIDA COUNTY HEALTH DEPARTMENT

REQUEST FOR PROPOSALS

FOR

Medical Consultant

RFP #2023-327

ONEIDA COUNTY HEALTH DEPARTMENT

185 Genesee Street

UTICA, NEW YORK 13501

DANIEL W. GILMORE, Ph.D., MPH

DATE: _____

Daniel W. Gilmore, Ph.D., MPH, Director
Oneida County Health Department

It is understood and agreed by the Vendor that:

1. This Request for Proposals (hereinafter “RFP”) does not commit the County of Oneida (hereinafter the “County”) to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. The County reserves the right to accept or reject any or all proposals that do not completely conform to the instructions given in the RFP.
2. The County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any Vendor or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the Vendor.
3. Submission of a proposal will be deemed to be the consent of the Vendor to any inquiry made by the County of third parties with regard to the Vendor's experience or other matters relevant to the proposal.
4. The awarded agreement may be terminated in whole or in part, by the County. Such termination shall not affect obligations incurred under the awarded agreement prior to the effective date of such termination.
5. Funds shall not be paid in advance and shall be used only for service as approved by the County. The County shall have no liability to anyone beyond funds appropriated and made available for the contract.
6. Any significant revision of the approved proposal shall be requested in writing by the Vendor prior to enactment of the change.
7. Necessary records and accounts, including financial and property controls, shall be maintained and made available to County for audit purposes.
8. All reports of investigations, studies, publications, etc., made as a result of this proposal, information concerning individuals served, and/or studies under the project, are confidential and such information shall not be disclosed to unauthorized persons. Vendors acknowledge that the County is subject to Article 6 of the Public Officers Law.

All references to time contained in this RFP are Eastern Standard Time. Vendors are encouraged to make their submissions in advance of the submission date, as the dates and times specified in this RFP may not be extended in the event Oneida County offices are closed for any reason, including, but not limited to, inclement weather.

Legal Name of Organization

Signature

Date

Printed Name

Title

SIGN AND RETURN WITH BID SHEET OR FULL PROPOSAL

I. DETAILS

A. RFP TECHNICAL DETAILS

Sealed Proposals, subject to the conditions contained herein, will be received by the ONEIDA COUNTY HEALTH DEPARTMENT until 3:00 P.M., local time on Wednesday, March 1, 2023, for:

RFP #2023-327 MEDICAL CONSULTANT

Specifications MUST be RECEIVED from the Oneida County Health Department Office at (315) 798-5220, mail request to Oneida County Health Department, 185 Genesee St., Utica, NY, 13501, or located on the County website at <http://www.ocgov.net> (public notice section.)

Copies of the described RFP may be examined at no expense at the Oneida County Health Department.

RFPs must be returned on the form furnished. The return envelope must be clearly marked with the RFP # and addressed to the Oneida County Health Department.

The Oneida County Health Department reserves the right to reject any or all proposals received.

The County, in order to promote its established Affirmative Action Plan, invites sealed bids from minority groups. This policy regarding sealed bids and contracts applies to all persons without regard to race, creed, color, national origin, age, sex or handicap.

B. PURPOSE

The Oneida County Health Department (OCHD) is seeking proposals for a physician duly licensed in New York State to act as a medical consultant to OCHD pursuant to 10 NYCRR Part 11.

i. EDUCATION REQUIRED FOR MEDICAL CONSULTANT:

- a. Medical Doctor degree

ii. EXPERIENCE REQUIRED FOR MEDICAL CONSULTANT:

- a. The Vendor represents that he/she is duly licensed in the New York State and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services.

iii. DUTIES AND RESPONSIBILITIES OF MEDICAL CONSULTANT:

- a. Tuberculosis (“TB”): The Vendor shall review reports and charts regarding patients with TB who are treated at the OCHD’s Diagnostic and Treatment Clinic (“Clinic”). Upon review of said reports and charts the Vendor shall provide recommendations for treatment of said patients. The Vendor shall conduct physical examinations of TB patients as may be medically indicated and shall dispense TB

medications when requested by the OCHD. The Vendor shall review and sign the Clinic's policies and procedures on an annual basis. The Vendor shall also, when appropriate, sign standing orders for blood work for the Clinic's TB patients.

b. Nurse Practitioner: The Vendor shall attend quarterly meetings with the Clinic's nurse practitioners to review and discuss Clinic issues.

c. Hearing and Vision Screening Exams: The Vendor shall review, when requested by the OCHD, hearing and vision screening exams of Oneida County 911 Call Center employees referred to the Clinic which are performed by registered nurses.

d. Communicable Diseases ("CD"): The Vendor shall provide medical advice during times of CD outbreaks, or at other times when the OCHD's CD staff needs medical advice. In the course of advising the OCHD regarding CD management, the Vendor shall confer, as needed, with staff from the New York State Department of Health ("NYSDOH"). When this occurs, the Vendor shall notify the OCHD in writing of such communication and any resulting action that the NYSDOH may recommend or undertake as a result.

e. Immunization Clinic: The Vendor shall provide non-patient specific standing orders and review protocols for public immunizations as allowed by New York State Education Department. The Vendor shall, in accordance with public health law and for the benefit of public health, sign non-patient standing orders at the request of the Director of Health. Additionally, the Vendor shall provide an annual review of the OCHD's "Immunization Policy and Procedures." The Vendor may also meet with the OCHD's Immunization Coordinator periodically to discuss vaccine issues and make recommendations.

f. Licensed Home Care Services Agency ("LHCSA"): The Vendor shall provide an annual review of the OCHD's "LHCSA Policy and Procedures" in order to permit the OCHD to perform home visitation through its TB, Immunization, and Rabies programs and, therefore, maintain its certification as a LHCSA.

g. Public Health Emergency Response and Planning ("PHERP"): The Vendor shall provide medical consultation regarding PHERP and implementation as requested by the OCHD's Director of Health. This consultation may include:

1. Assisting in the development and/or review of response and planning documents that have a medical component;
2. Developing materials for the medical community relating to bioterrorism and epidemiology;
3. Participating in presentations to health care providers and first responders; and
4. Attending meetings relating to the medical aspects of public health response (e.g., County-wide and OCHD emergency preparedness) and epidemiology.

h. Media Relations: The Vendor shall be available to discuss medical issues pertinent to the OCHD with the news media, as requested by the OCHD's Director of Health. When speaking to the news media on behalf of the OCHD, the Vendor shall limit remarks to medical and public health issues. The Vendor may write health related articles for publishing in various monthly circulars. If an article written by the Vendor relates to work performed pursuant to this Agreement, then such article shall be

reviewed and approved by the OCHD’s Director of Health and the OCHD’s Director of Clinical Services prior to submission for publishing.

i. Physical Attendance: The Vendor shall be in physical attendance in the offices of the OCHD as needed by the OCHD from time to time.

j. Quality Assurance Committee: The Vendor shall serve on and shall regularly attend the meetings of the OCHD’s Quality Assurance Committee.

k. Miscellaneous: The Vendor shall perform for the OCHD any other duties that are or may be required by the Oneida County Charter, the Oneida County Administrative Code, the Oneida County Sanitary Code, the statutes of the State of New York and the United States, all applicable codes, rules, regulations, and protocols, and any other requirements not specifically listed here. Performance of these miscellaneous duties shall be pre-approved by the OCHD’s Director of Health.

The Vendor shall use their best efforts to perform the services such that the results are satisfactory to the County. The Vendor shall be solely responsible for determining the method, details and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of same. The Vendor acknowledges and agrees that she has no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written consent of the County.

C. FUNDING & TERM OF AGREEMENT

- For the Services provided under this RFP, the Vendor will make a proposal stating amount to be charged for services provided in Paragraph B(iii) above. Charges must be set forth on an Oneida County voucher before payment by the County can be made. Proposals for charges based on monthly provision of services or by type of service or by expenditure of hours will be accepted
- The term of the awarded agreement shall be for a term commencing upon execution and continue for up to three (3) years at the sole discretion of the County. The awarded Vendor will be required to execute a contract with the County in substantial compliance and conformance with this RFP by January 1, 2023.

D. DATES & DEADLINES

| | |
|--|--------------------------------|
| Medical Consultant RFP Announcement | January 9, 2023 |
| Questions due | February 15, 2023 |
| Completed Proposals Due | March 1, 2023 / 3pm EST |
| OCHD Announces Award Recipient | By April 1, 2023 |
| Contract Term | (2023 –2025)* |

*Contract Terms will be negotiated and agreed upon by OCHD and each individual awardee following announcement of award recipients.

E. QUESTIONS

During the period between the earliest notice of the RFP to Vendors and the contract award, no County employee can accept oral, written, or electronic contact from Vendors regarding the procurement, except as authorized below. All proposals will remain sealed until after the submission deadline.

All questions regarding the RFP must be submitted in writing to:

Daniel W. Gilmore, Ph.D., MPH, Director
Oneida County Health Department
185 Genesee Street
Utica, NY 13501

Questions may also be directed by email to dgilmore@ocgov.net. All questions must be received by March 1, 2023.

F. REIMBURSEMENT/GIFTS

Denial of Reimbursement The County will not reimburse Vendors for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

Gratuity Prohibition Vendors shall not offer any gratuities, favors, or anything of monetary value to any official, employee or agent of the County for the purpose of influencing consideration of this proposal.

II. PROPOSAL GUIDELINES & REQUIREMENTS:

i. Proposal:

The complete proposal must be submitted in a sealed package, prior to the submission deadline. All proposals shall be marked, Oneida County Health Department, RFP#2022-323. Vendors shall include all documents necessary to support their proposal in the sealed package. Vendors shall be responsible for the delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

ii. Proposal Format:

In order to be considered, all proposals must adhere to the following format:

Proposal Narrative:

- Double spaced, 1” margins, pages numbered
 - Tables, charts, etc. do not need to be double spaced
- 12 point, Times New Roman font
- Proposal Narrative Page Limit: 25 pages (*excluding cover sheet*)
 - Please keep proposals clear and concise
- Page limit does not include Letters of Support, Budget or other relevant attachments.

Electronic Proposal Narratives, Letters of Support, and any additional documentation that Vendor wishes to provide should be submitted in WORD or PDF formats; budget documents may be submitted in WORD, PDF or EXCEL formats. Please zip electronic files.

iii. **Proposal Submission Process:**

Please submit one (1) hard copy and, if desired, one (1) electronic copy in the form of a compact disk or flash drive, of your full proposal. All proposals (both hard and electronic) must be **received by 3 PM on March 1, 2023**. OCHD will confirm that both the hard and electronic copies have been received.

Please submit the hard copy of your proposals via sealed envelope marked “**RFP #2023-327: Medical Consultant**” to the address below:

Oneida County Health Department
185 Genesee St.
Utica, New York 13501
Attn: Daniel W. Gilmore

No late submissions will be accepted.

iv. **Proposal Narrative & Budget Guidelines**

Proposal Narrative, Budget and additional attachments must specifically address each of the required elements below:

Technical Capability

- Capability, Capacity, and Qualifications of the Vendor – Please provide a detailed description of the Vendor’s experience.
- Provide brief background on Vendor’s history and whether he/she is part of a medical organization which would also provide some of the services set forth in Paragraph B(iii) above.
- Provide description of current staffing and the professional qualifications of key operations and program administration personnel.
- Describe Vendor’s organizational infrastructure as it relates to its capacity to deliver the proposed services, including information on the expertise and experience of key executives, staff, and directors.
- Describe the nature and frequency of management reports indicating service utilization, referrals, follow-up, and member satisfaction. Please provide samples of all available reports.

Project Description & Activities

- Provide a description of the Vendor’s plan for delivering proposed services, including which services will be delivered, how frequently services will be delivered, where the services will be delivered, by whom services will be delivered, and any other major activities associated with the project.

- Identify any other organizations that will have a significant role in the delivery of proposed services, and clearly explain each role.

Budget & Justification

- A detailed budget justification should accompany all budgets, and should include an explanation for each line item in narrative format. Justification may be included in the Budget Template, in body of the proposal or as a separate attachment.
- The total budget amount should be equal to the total funding amount listed in the proposal.

Other Required Elements (May be included as attachments)

- Evidence of the following qualifications must be also included with proposal materials:
 - Qualification to do business in New York State or a covenant to obtain such qualification prior to the execution of a contract.
 - Written approval as a not-for-profit organization in New York State.
 - Compliance with the Oneida County Affirmative Action Program will be required. With your proposal, please submit a statement indicating the composition of the Vendor's workforce.
 - Name and contact information of the individual that will serve as the project liaison and be primarily responsible for providing services under the proposal.
- Demonstrate the ability and flexibility of your organization to adapt or refine to changing needs of the target population and to meet outcome targets while maintaining fidelity to agency/program model. Describe specific experiences where possible.
- Explain any modifications to current or ongoing operations that may be necessary to implement your proposed program/project.
- Provide any additional information that you feel would distinguish the Vendor in its service to the County.

III. GENERAL PROVISIONS

CONFIDENTIALITY:

- a. All information contained in the OCHD's and the Vendor's files shall be held confidential pursuant to the applicable provision of the New York State Public Health Law and State Department Regulations, as well as any other applicable federal, state and local laws, rules and regulations, and shall not be disclosed except as authorized by law. The Vendor shall maintain the confidentiality of all financial and/or patient information with regard to services provided under this Agreement in conformity with

the provisions of applicable federal, state, and local laws and regulations. Any breach of confidentiality by the Vendor, its agents or representatives shall be cause for immediate termination of this Agreement.

- b. The Vendor shall hold in strict confidence all patient records and disclose information and data in such records only to persons or entities as authorized or required by law or pursuant to a court order, or by written consent of the patient or the patient's representative, it being acknowledged and agreed that the OCHD shall have sole responsibility for responding to patient requests for access to medical records.

INSURANCE & INDEMNIFICATION:

- a. The Vendor shall purchase and maintain Medical Malpractice and/or Professional Liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.
- b. Workers' Compensation and Employer's Liability Insurance. In the event the Vendor engages any employees, leased employees, volunteers or subcontractors, the Vendor shall be required to obtain Workers' Compensation and Employer's Liability Insurance coverage at statutorily required limits, if applicable.
- c. Certificates of Insurance: Prior to the start of any work the Vendor shall provide certificates of insurance to the County that show proof of the insurance coverage required above. The Vendor shall supply the County with new certificates of insurance if and when each of the required insurance policies expires and is renewed by the Vendor.
- d. Waiver of Subrogation. The Vendor waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Medical Malpractice/Professional Liability, or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.
- e. The Vendor agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Vendor and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Vendor or failure on the part of the Vendor to comply with any of the covenants, terms or conditions of this Agreement.
- f. The Vendor agrees to make no claim for damages for delay occasioned by an act or omission of the County or the OCHD.

INDEPENDENT CONTRACTOR STATUS:

- a. It is expressly agreed that the relationship of the Vendor to the County shall be that of an Independent Vendor. The Vendor shall not be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Vendor, in accordance with her status as an Independent Vendor, covenants and agrees that she will conduct herself in accordance with such status, that she will neither hold herself out as, nor claim to be, an officer or employee of the County or the OCHD by reason thereof and that she will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County or the OCHD.
- b. The Vendor warrants and represents that she is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as

a regular course of business. The Vendor and the County agree that the Vendor is free to undertake other work arrangements during the term of this Agreement, and may continue to make her services available to the public.

- c. The Vendor shall not be eligible for compensation from the County due to
 - 1. illness;
 - 2. absence due to normal vacation; or
 - 3. absence due to attendance at school or special training or a professional convention or meeting.
- d. The Vendor acknowledges and agrees that she shall not be eligible for any County employee benefits, including retirement membership credits.
- e. The Vendor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to her under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Vendor's form of business organization. Neither the County nor the OCHD shall be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Vendor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Vendor shall indemnify and hold the County and the OCHD harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Vendor's Independent Vendor status, it is agreed that both the County and the Vendor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- h. The Vendor agrees to comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

SUBCONTRACT:

The Vendor shall not assign his/her rights or obligations under this Agreement, or subcontract with or employ another to provide the services described in this Agreement.

PERFORMANCE MONITORING:

- a. OCDH shall monitor the performance of services on a monthly basis by means of both regular meetings and a review of monthly reports submitted by the Vendor to ensure that the OCDH is receiving the provision of services as described herein.
- b. The OCDH shall monitor services to ensure they are consistent with professional standards of care, the patient's plan of care, and regulations of the NYSDOH.

EXCLUSIVITY:

- a. The OCDH retains the right to reassign patients to other contactors or its own employees.
- b. The OCDH retains the right to contract with other independent contractors for such services which are the same as or similar to those provided by the Vendor, or to provide such services to its patients through its own employees.
- c. The Vendor retains the right to provide services directly or indirectly through contract with another agency, to persons who are not patients of the County.

TERMINATION:

- a. This Agreement may be terminated by either party by that party providing the other party at least ninety (90) calendar days' prior written notice of termination. However, in the event the Vendor defaults in the

performance of any of its obligations under this Agreement, the OCHD may terminate the Agreement effective upon written notice served at any time upon the Vendor.

- b. Upon notice of termination, the Vendor shall immediately submit to the OCHD all required documentation for services rendered up to the date of termination before a final reimbursement for services rendered can occur.
- c. Upon notice of termination, the Vendor shall immediately deliver to the OCHD all records, patient charts, case files and any other documents which may be in its possession as a result of its services under this Agreement.

SCORING & EVALUATION

The OCHD will review each proposal for completeness and verify that all eligibility criteria are met. Proposals shall include all required components as described in Section III. If a proposal is not complete or does not meet the basic eligibility standards as outlined in Section I, the proposal will be eliminated from further review. The Vendor will be notified of the rejection of its proposal within 30 working days of the proposal due date.

The OCHD has approved the Evaluation Criteria listed below. Please carefully review all criteria for details on scoring and evaluation of submissions.

Evaluation Criteria

- Completeness of application
- Length of term of proposed contract
- Experience of Vendor

VI. CONTACT INFORMATION

Daniel W. Gilmore, Ph.D, MPH
Oneida County Health Department, Director
dgilmore@ocgov.net
(315) 798-6400

All technical questions regarding this RFP should be directed in writing, preferably by email, to the Director listed above. Questions shall be submitted no later than 12:00 p.m. on February 15, 2023.

VII. ADDITIONAL CONTRACT CONSIDERATIONS

1. Please be advised that, all information contained within county contracts is public record once you provide it, and may be subject to public inspection and copying if not otherwise protected by federal or state law.
2. All Vendors are hereby advised that the County intends to contact references provided as a part of any proposal and may solicit and secure background information based on the information, including references, provided in response to this RFP. By submission of a proposal, all Vendors agree to such activity and release the County from all claims arising from such activity.

3. Proposals may be modified or withdrawn at any time prior to the deadline for submission, upon written notice to the County.

4. The awarded Vendor shall comply with the Standard Oneida County Conditions Addendum, attached as Appendix A.

TITLE: Medical Consultant
NUMBER: RFP#2023-327

CLOSING DATE AND TIME: March 1, 2023, 3:00 P.M.

DELIVER TO: Oneida County Health Department

In compliance with the RFP specifications and the Conditions of Proposing, I, the undersigned, offer and agree to furnish any or all materials and/or services upon, which prices are offered, at the price set opposite each, to the County within the time specified. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Vendor.

By my signature, below, Vendor subscribes and Vendor affirms as true under penalties of perjury the following statement:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Name and Address of Record:

State of Incorporation _____ Telephone number _____

Mailing Address _____

Federal I.D. number _____

Authorized signature _____

Typed or Printed Name _____

Title of Authorized Person _____

Receipt of Addenda Nos. ___ is hereby acknowledged. (Where none received, place the figure (0) Zero in this space.)

NO LATE PROPOSALS WILL BE ACCEPTED

PREVENTION OF SEXUAL HARASSMENT

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (<https://www.ny.gov/combating-sexual-harassment-workplace/employers>)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification;** provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

By signing below, this bid shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Firm Name: _____

Date: _____

Signature of Authorized Person:

Printed Name and Title
of Authorized Person:

PUBLIC CONTRACT NON COLLUSION STATEMENT

The following section is an excerpt from the General Municipal Law:

§103-d Statement of non-collusion in bids and proposals to political subdivision of the state.

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

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

(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.

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

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services preformed or to be performed or good sold or to be sold, where competitive bidding is required by statue, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non- collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provision of section 103-d of the General Municipal Law.

(s)
Legal name of person, firm or Corporation

By:
Title

Dated:

SIGN AND RETURN WITH PROPOSAL