

ONEIDA COUNTY HEALTH DEPARTMENT

REQUEST FOR PROPOSALS

FOR

**ONEIDA COUNTY HEALTH DEPARTMENT COVID-19 AFTER ACTION REPORT AND  
IMPROVEMENT PLAN**

RFP NUMBER 2022-316

ONEIDA COUNTY HEALTH DEPARTMENT

185 GENESEE STREET, 5<sup>TH</sup> FLOOR

UTICA, NEW YORK 13501

DANIEL W. GILMORE, DIRECTOR

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

\_\_\_\_\_  
Daniel W. Gilmore, Director  
Oneida County Health Department

**It is understood and agreed by the Offeror 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 offeror (hereinafter the “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.
9. The County reserves a royalty free non-exclusive license to use and to authorize others to use all copyrighted material resulting from this project.

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**

## 1. INTRODUCTION AND INSTRUCTIONS

- 1.1. RFP Certification: Pursuant to the provisions of New York State General Municipal Law, the Oneida County Division of Purchase certifies the services required are not subject to competitive bidding under the professional service exemption and Oneida County Purchasing rules require selection of services through a Request for Proposal process.
- 1.2. Schedule of Events. The schedule of events set out herein represents the County of Oneida's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be sent out as an official, written addendum prior to the closing date of this RFP. After the close of the RFP, the County reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, contract award and the contract term on an as-needed basis with or without notice.

Release Date:	5/25/22	Proposal Submission Deadline:	7/25 /22
Pre-Proposal Meeting:	<b>NIA</b>	Expected Award Date:	8/25/22 Expected
Final Date for Submission of Questions:	6/24/22	Contract Start Date:	TBD
Addendum Answering all Questions Issued by County	7/08/22		

### 1.3. Submission of Proposals

- 1.3.1. Sealed Proposals, (one (1) original and one (1) electronic copy - in the form of a compact disk or flash drive), shall be submitted to Daniel W. Gilmore, Oneida County Health Department, Adirondack Bank Building, 185 Genesee Street, 5<sup>th</sup> Floor, Utica, New York 13501, no later than 4:00 p.m., July 25, 2022. Note: Packages not containing the required number of copies will be rejected.
  - 1.3.2. No proposal will be considered which is not accompanied by pricing as requested and signed by an authorized official of the firm.
  - 1.3.3. Proposals must be received on or before the time and date specified. Proposals received after the time specified will not be considered and will be returned unopened.
  - 1.3.4. Proposal information is restricted and not publicly available until after the award of the Contract.
  - 1.3.5. Responses to this RFP may require that potential Vendors include corporate information that is proprietary. All RFP materials are subject to the Federal and State Freedom of Information Laws, unless marked in advance as proprietary. You may NOT protect the entire RFP response or the pricing pages as proprietary. Should a request be filed to view the RFP responses, all material marked proprietary will be redacted. Should additional justification be required to protect a section, it will be the Vendor's responsibility to qualify the section under the proprietary exemption. The County reserves the right to release sections which as a matter of law do not meet the standard to be exempted, regardless of how they were marked by the Vendor.
- 1.4. Modifications or Withdrawal of Proposal A proposal that is in the possession of the Oneida County Health Department (Health Department) may be altered by a letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the

opening. Fax, telephone or verbal alterations will not be accepted. A proposal that is in the possession of the Health Department may be withdrawn by the Vendor up to the time of the opening. Failure of the successful Vendor to furnish the service awarded, as a result of this advertisement, shall eliminate the Vendor from the active Vendors list for a period of time as determined by the Oneida County Purchasing Director.

1.5. Award and Contract Information

- 1.5.1. The County encourages its Vendors to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers. MWBE and EEO compliance and participation will be considered in evaluating responses to this RFP.
- 1.5.2. The Vendor agrees that should its firm be awarded a Contract, Vendor will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.
- 1.5.3. The Vendor expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and shall use the highest standards of professional workmanship.
- 1.5.4. The County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the County to do so.
- 1.5.5. The successful Vendor will be required to enter into and sign a formal Contract with the County with reasonable adjustments acceptable to the County.
- 1.5.6. The successful Vendor shall comply with the Americans With Disabilities Act.

**REQUEST FOR PROPOSAL**

**TITLE:** Health Department COVID-19 After Action Report and Improvement Plan  
**NUMBER: RFP#2022-316**

**CLOSING DATE AND TIME: July 25, 2022, 4:00 P.M.**

**DELIVER TO: Oneida County Health Department, address above**

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: \_\_\_\_\_

## REQUEST FOR PROPOSAL

**TITLE: Health Department COVID-19 After Action Report and Improvement Plan**

**NUMBER: RFP#2022-316**

### PROPOSAL SUBMITTAL

- 1.6. Original Proposal • The complete proposal must be submitted in a sealed package with one (1) original and one (1) electronic copy, prior to the opening date and time. All proposals shall be marked Oneida County Health Department COVID-19 After Action Report and Improvement Plan, RFP#2022-316 . 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.
- 1.7. Proposal Format Proposals must be typed or printed on 8 1/2 x 11 inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed with tabs delineating each section. Pages must be sequentially numbered within major document sections, which are clearly defined below. Sales materials or brochures, if submitted, must be in a separately bound appendix. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.
  - 1.7.1. Cover Page:
    - 1.7.1.1. Full proposal name and number.
    - 1.7.1.2. Submission date and time.
    - 1.7.1.3. Prime Vendor name (Oneida County/Vendor who is responsible).
  - 1.7.2. Table of Contents:
    - 1.7.2.1. All items listed in Proposal Format in the sequence listed.
  - 1.7.3. Executive Summary:
    - 1.7.3.1. Summarize understanding of the scope of the RFP (project).
    - 1.7.3.2. Explain how your solution or approach addresses the requirements provided in this RFP.
    - 1.7.3.3. Provide a summary or overview of each proposed solution, for each corresponding component of Scope of Work offered in this proposal.
    - 1.7.3.4. State exceptions and omissions to stated requirements.
    - 1.7.3.5. Summarize any assumptions (made by the Vendor) in order to adequately respond to the requirements of this RFP.
    - 1.7.3.6. Summarize all resources, assumed or expected, to be provided by the County. This summary should clearly identify what the Vendor expects or anticipates by way of County personnel or resources. This is to be summarized by component.
  - 1.7.4. Compliance Statement:
    - 1.7.4.1. State agreement with all General Provisions, Special Provisions, Equipment, Standard of Performance and Reliability.
  - 1.7.5. Project Coordination and Scheduling
    - 1.7.5.1. Provide a work plan with start date, duration and physical requirements. To be provided for each component if proposed separately.

#### 1.7.6. Vendor Responsibilities

1.7.6.1. Proposal Certification, Verification, and Signature. Proposals not signed by authorized officer of the Vendor's organization will be eliminated.

1.7.6.2. It is the sole responsibility of the VENDOR to assure that they have received the entire Request for Proposal. Proposal and any addenda may be secured by contacting the Division of Purchase.

## 2. QUESTIONS

2.1. 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 in Section 3 of the RFP. All proposals will remain sealed until after the submission deadline.

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

**Daniel W. Gilmore, Director Oneida County Health Department  
Adirondack Bank Building, 5<sup>th</sup> Floor  
185 Genesee Street  
Utica, NY 13501**

2.3. Questions may also be directed by email to [dgilmore@ocgov.net](mailto:dgilmore@ocgov.net). All questions must be received by the date listed in Section 1.2 (Schedule of Events) of this RFP.

## 3. REIMBURSEMENT/GIFTS

3.1. 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.

3.2. 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.

## 4. GENERAL PROVISIONS

### 4.1. DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS

To the fullest extent permitted by law, Vendor agrees to indemnify, defend and hold harmless the County, and its agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Vendor, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any tools, supplies, scaffolding or other equipment used by or furnished to Vendor, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

This indemnification shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This provision shall not be construed to require the Vendor to indemnify any indemnitee for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained of. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.



## 4.2. Insurance

### 4.2.1. Liability Insurance

Vendor shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A.M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc. financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law § 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss, damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this agreement.

4.2.2. Vendor shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this agreement. Each insurance contract shall name Vendor as the insured in its declarations. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to name, make, and add the County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of the County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to the County, as primary to, and not seek contribution from, any other insurance available to the County by any other insurance contract naming the County as the insured. Each insurance contract shall be endorsed by the insurer to obligate the insurer to give the County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to the Oneida County's Law Department, 800 Park Avenue, 10<sup>th</sup> Floor, Utica, NY 13501. Each insurance contract shall be approved and accepted by the County.

4.2.3. Vendor shall obtain these insurance contracts:

4.2.3.1. Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount \$1 million for each occurrence of, and in a minimum amount of \$2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

- 4.2.3.2. Automobile liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of \$1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.
- 4.2.3.3. Umbrella liability insurance contract that obligates the insurer to provide personal injury liability insurance and property damage liability insurance, in excess of that personal injury liability insurance and property damage liability insurance provided by any commercial general liability insurance contract, automobile liability insurance contract, and professional liability/errors and omissions insurance contract required by this agreement, in a minimum amount of \$5 million, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.
- 4.2.3.4. Professional Liability/Errors and Omissions Insurance with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this proposal and shall include, but not be limited to, claims involving infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care custody or control of the Vendor.

If applicable, the professional liability/errors and omissions insurance contract shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the insured's business, trade, occupation, or practice of a profession for which a license is required by a governmental authority of the state of New York, in a minimum amount of \$2 million for each occurrence of, and in a minimum amount of \$4 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

4.2.3.5. Vendor shall deliver to the Oneida County Law Department, before this agreement may be made or performed, and from time to time as is reasonable, as evidence that Vendor has obtained the insurance as required by this agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Vendor and copies of the declarations of each insurance contract referred to in the form certificate of insurance. At the request of the County, Vendor shall deliver to Oneida County's Law Department a copy of any insurance contract required by this agreement.

4.2.4. WORKERS' COMPENSATION AND DISABILITY BENEFITS

4.2.4.1. This agreement shall be void and of no effect unless Vendor and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

4.2.4.2. Vendor shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Vendor, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Vendor's delivering to Oneida County's Law Department that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

4.2.4.2.1. 1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Vendor, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4.2.4.2.2. 2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Vendor, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4.2.4.2.3. 3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Vendor, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4.2.4.2.4. 4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Vendor, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4.2.4.2.5. 5. Board form DB-120.1, subscribed by the insurer, showing that Vendor, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4.2.4.2.6. 6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Vendor, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4.2.4.2.7. 7. Board form CE-200 bearing an exemption certificate number issued by

Board, showing that Vendor, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5.2.5. **Waiver of Subrogation:** 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 Commercial General Liability, Automobile, Professional Liability/Errors and Omissions, Umbrella Liability or Workers' Compensation and Disability Benefits insurance maintained per requirements stated above.

- 4.3. **Assignment** Vendor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or Vendor's right, title, or interest in this agreement, or Vendor's power to execute this agreement, to any other person or entity without the previous consent in writing of County.
- 4.4. **Independent Contractor** Vendor is an independent contractor. Neither Vendor, nor Vendor's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers, employees, agents, or servants of the County.
- 4.5. **Conflict of Interest** At the time Vendor submits a response, or if no response is submitted, prior to performing any services under this agreement, Vendor shall affirm to County's Law Department, that Vendor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the County and shall further affirm that in rendering services to the County no persons having any such interest shall be employed by Vendor. Vendor assumes full responsibility for knowing whether Vendor's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to the County.

During the course of performing services for the County, Vendor shall disclose immediately to the County every known or apparent conflict of interest and every ostensible or potential conflict of interest of Vendor, Vendor's officers, Vendor's employees, Vendor's agents, and Vendor's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Vendor's failure to comply with these provisions affords the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Vendor shall suspend all work and services, and the County's payments to Vendor shall be suspended pending final approval by the County or the County's Board of Ethics. If the conflict cannot be resolved to the satisfaction of the County, the County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving the County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Vendor, and Vendor shall disclose the same. Vendor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. Vendor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than the County for work on the project to which this agreement pertains. If applicable, Vendor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Vendor's officers, Vendor's employees, Vendor's agents, or Vendor's servants shall be deemed a conflict of interest of Vendor, giving rise to the duty to disclose.

Vendor shall not disclose any data, facts or information concerning services performed for the County or obtained while performing such services, except as authorized by the County in writing

or as may be required by law.

- 4.6. Account Representative Vendor shall appoint, by name, a company representative who shall be responsible for servicing this account. The representative shall be responsible to provide the services required to insure that the account would be administered in an organized systematic manner.
- 4.7. Responsiveness Vendor is expected to examine specifications, schedules and instructions included in the package. Failure to do so will be at the Vendor's risk.
- 4.8. Effective Dates of Proposal All terms, conditions and costs quoted in the Vendor's response will be binding on the Vendor for 180 days from the last date to submit the proposal.
- 4.9. Advertising Award The Vendor must receive written approval from the County before advertising the award of the contract or the services to be provided under the contract. The Vendor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the County.
- 4.10. Beginning Work The Vendor will not commence any work, which could be billed, until a valid contract has been executed between the Vendor and the County.
- 4.11. Statement of Assumptions The Vendor will clearly describe any assumptions made (by them) in order to successfully complete the proposal. These assumptions include, but are not limited to, any assumptions that the County will provide space, people, materials and other resources, etc.
- 4.12. Contract The contract between the County and the Vendor shall include:
  - 5.12.1 The Standard Oneida County Contract Clauses, a copy of which is available upon request.
- 5.13 Extensions and Amendment Contract will be for one (1) year. In performing the Contract, both parties agree to comply with all applicable state, federal, and local laws, rules and regulations.
- 5.14 Replacement Contract In the event a replacement contract is not issued, any contract let and awarded hereto under by the County may be extended unilaterally by the County, for an additional period of one month, upon notice to the Vendor, with the same terms and conditions as the original contract. With the concurrence of the Vendor this extension may be for a period of up to three months, however the extension terminates should the replacement contract be issued in the interim. The County reserves the right to unilaterally extend such contract for an additional period of one month, upon notice to the Vendor, with the same terms and conditions as the original contract. With the concurrence of the Vendor this extension may be for a period of up to three months.
- 5.15 Audit The County or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Vendor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.
- 5.16 Ownership of Documents/Work Product It is agreed that all finished or unfinished documents, data, or reports, prepared by Vendor under the Contract shall be considered the property of the County, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the County, will be turned over to the County.
- 5.17 Proprietary Information All RFP materials are subject to a Freedom of Information Request under the New York State Public Officers Law. If any request is received regarding this RFP, you will be afforded the opportunity to submit justification to exempt any section you have identified in your proposal as proprietary. The County will not accept any request by a potential Vendor to

declare the whole RFP response as proprietary, or to declare any pricing pages as proprietary. The county reserves the right to determine whether the proposal will be released in whole or in part.

- 5.18 Appropriations This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.
- 5.19 Funding The County warrants that the funds are available during the current fiscal period, and that the County shall use its best efforts to obtain funds to make payments in each subsequent fiscal period through the end of the contract term. If a funding request to the Legislative body for any part of the contract term is denied, the County may terminate the contract on the last day of the fiscal period for which funds have been appropriated.
- 5.20 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a court of competent jurisdiction in the County, and Vendor consents to such jurisdiction. The County does not agree to arbitration.
- 5.21 Preparation of Proposal
- 5.21.1 No proposal will be considered which modifies, in any manner, any of the provisions, specifications or minimum requirements set forth in the Request for Proposal.
- 5.21.2 In case of error in the extension of prices in the proposal, unit prices will govern.
- 5.21.3 Vendors are expected to examine special provisions, specifications, schedules and instructions included in this request. Failure to do so will be at the Vendor's risk.

## 5. SCOPE OF SERVICE

### 6.1 Introduction

- 6.1.1. The County is requesting proposals from qualified consultants or firms to conduct an After Action Review and Improvement Plan for the County's response to the SARS-CoV-2 (COVID-19) Pandemic.
- 6.1.2. The successful consultant or firm will work with the Oneida County Health Department to perform an After Action Review (AAR) of the County's response to the SARS- CoV-2 (COVID-19) Pandemic, as well as provide an Improvement Plan (IP) to close the gaps identified in the AAR Process. The AAR and IP will also include other Oneida County Departments, as well as other partners' response to the pandemic as they relate to the County. Additionally, a Needs and Capabilities Assessment (for Needs and Capabilities not identified as part of the AAR/IP) will also be performed. The Oneida County Health Department will provide overall direction and oversight during this process.
- 6.1.3. The successful consultant or firm must have extensive experience developing emergency operations plans in compliance with the National Incident Management System (NIMS), FEMA's Comprehensive Preparedness Guide (CPG) 101 Version 2.0, FEMA's Comprehensive Planning Guide 201 3rd Edition, FEMA's Continuity of Operations guide, Presidential Policy Directive 8. Experience conducting exercises in compliance with the Homeland Security Exercise Evaluation Program (HSEEP) is preferred, but not required.
- 6.1.4 The successful consultant or firm will be required to ensure that the AAR, Improvement Plan, and Needs and Capabilities Assessment are completed fully in a timely manner, and any improvements recommended meet all local, state, and federal regulations and guidelines. The consultant or firm should demonstrate its ability to meet established timelines, and the firm's capacity to respond in a timely manner to onsite planning services (e.g. meetings or other field work as requested).

**6.2 General Project Requirements** Describe how you (as a consultant or firm) will meet the following minimum project requirements:

- 6.2.1. Provide After Action Review services for the County in regards to the response COVID-19 pandemic.
- 6.2.2. Conduct a Needs & Capabilities assessment and generate a comprehensive report with the findings. Within the Needs and Capabilities assessment, summarize the actions taken, primary strengths, primary weaknesses, gaps in response, and areas for improvement. Topics should include (but not be limited to): Public Information (PIO use), Interagency Coordination, Public Health, Mass Fatality Management, Emergency Operations Center (EOC) Operations, Mass Feeding/Human Needs, and Personal Protective Equipment (PPE) Distribution.
- 6.2.3. Prepare summaries of interviews, surveys and/or discussions with those involved in the COVID-19 pandemic response at the local level, including (but not limited to) those who functioned in any capacity in the Emergency Operations Center during its activation. Additionally, interviews, surveys, and/or discussions should involve employees who conducted work during the pandemic regarding COVID testing, Vaccine Distribution, Personal Protective Equipment Procurement Distribution, and Food and Commodity Distribution
- 6.2.4. Develop a Project Timeline that identifies milestones and key deliverables. The proposal should also indicate the goals, objectives and milestones to be completed each reporting period as described in the Scope of this RFP.
- 6.2.5. Engage and collaborate with a wide array of stakeholders - e.g. the Health Department and Emergency Services Department, local government, County Departments, community partners, emergency services/first responders, and private agencies - to gain a better understanding of the COVID-19 response from all aspects. In consultation with the Health Department and the Department of Emergency Services, the selected Vendor will:
  - 6.2.5.1. Organize and lead stakeholder meetings including development of the agenda and maintaining meeting minutes
  - 6.2.5.2. Organize and lead meetings to Survey employees who had different levels of responsibility to ensure feedback is reflective of the efforts of all employees
  - 6.2.5.3. Clarify outstanding issues raised at meetings and follow up as needed
- 6.2.6. Maintain records of persons/organizations invited and attending various meetings. Successful proposals should define a plan for how the Vendor will personally engage all stakeholders as part of the process
- 6.2.7. Conduct research, data collection and analysis, focus groups and surveys to collect information in order to develop the AAR - in collaboration with the Health Department and Department of Emergency Services.
- 6.2.8. Prepare progress reports reflecting the professional services provided and other anticipated and completed tasks on a regular basis as agreed upon with the Health Department, updating the project schedule as required.
  - 6.2.8.1. These progress reports should also include large Project Milestones, as well as an expected payment schedule.
- 6.2.9. Perform aforementioned services to the highest standards in the professional, planning, and emergency management industries.
- 6.2.10. Any deliverables shall be provided in unlocked user-friendly formats, such as MS Word, both in paper and digital formats.

**6.3. References** Please provide the names of current and past accounts of similar size and configuration.

Include:

- 6.3.1. A current and long-term customer
- 6.3.2. A customer where a similar project was completed

**6.4. Submission Requirements** Responses to this request must include the following:

- 6.4.1. Statement of general and technical approach to the work outlined in the scope of this Request for Proposals, including a description of the recommended process and quotes for completing the items identified in the Scope of Service.
- 6.4.2. Detailed Project Proposal:
  - 6.4.2.1. Complete proposal including the estimate of the project budget broken down by each specific work program item identified in the Scope of Service
- 6.4.3. Statement of Qualifications:
  - 6.4.3.1. Provide a narrative description of the qualifications of the consulting firm, or consulting team, for the proposed project
- 6.4.4. Statement of Availability:
  - 6.4.4.1. Provide a brief statement of the availability of key personnel to undertake the proposed project, within the identified timeframe, starting on or about August 1, 2022, and finishing within approximately 6 months of the start date.
- 6.4.5. List of Relevant Projects:
  - 6.4.5.1. Provide a list of no fewer than three and up to five projects equal in size or nature to the proposed project that have been successfully completed within the last 7 years by the consulting firm, consulting team, or key personnel
- 6.4.6. References:
  - 6.4.6.1. Provide names, telephone numbers, and emails of persons to be called for references regarding past performance of the consulting firm, consulting team, or key personnel on similar projects
- 6.4.7. Expertise and Proficiency:
  - 6.4.7.1. The successful consultant or firm must demonstrate through their proposal submission, proficiency in the following areas. Provide how the consultant or firm will demonstrate proficiency in these areas:
    - 6.4.7.1.1. Extensive experience performing After Action Review services (Samples of work may be included in proposal submission, or requested by the County).
    - 6.4.7.1.2. Extensive experience performing Improvement Plan services (Samples of work may be included in proposal submission, or requested by the County).
    - 6.4.7.1.3. Extensive experience performing Needs and Capabilities Assessments (Samples of work may be included in proposal submission, or requested by the County)
    - 6.4.7.1.4. Ability to establish and maintain effective working relationships with departmental representatives, officials and other stakeholders.
    - 6.4.7.1.5. Knowledge and skills in facilitating AAR developmental meetings with departmental representatives and stakeholders
    - 6.4.7.1.6. Knowledge of NIMS compliance requirements, the Incident Command System (ICS), and principles, practices and techniques of emergency management.
    - 6.4.7.1.7. Knowledge and abilities in performing AAR Services.
    - 6.4.7.1.8. Knowledge of Homeland Security Exercise Evaluation Program (HSEEP) Guidelines.
    - 6.4.7.1.9. Ability to achieve established goals and objectives, and meet deadlines
    - 6.4.7.1.10. Possess: Initiative, drive, dependability, sound professional judgment, integrity, and resourcefulness

**6.5. Personnel**

- 6.5.1. Key Personnel: For key personnel to be involved in the project, please provide names, titles, period of service with the firm, and a resume or description of experience. Please limit responses to no more than two pages per person. Key personnel may not be substituted without consent of the



Oneida County Health Department.

6.5.2. Explain how you recruit and retain high quality, excellent employees.

6.5.3. Describe your new hire training and orientation programs.

**6.6. Costing Proposal**

6.6.1. Please include lump sum pricing per section of the AAR

6.6.2. Please include costs associated with any additional services you will provide to the County.

6.6.3. Price proposal will be fixed cost

**6. EVALUATION METHODOLOGY**

6.1. The County reserves the right to award this contract in part or as a whole to qualified Vendor or Vendors. Award will be selected based on evaluation of which Vendor is most responsive and responsible, and not solely on the basis of prices.

6.2. Criteria to be evaluated by the County and will include the following:

**Compliance with the RFP format requirements**

**Experience**

**Future Contract Costs and Risks Company Statistics**

**Responsiveness to the items in Section 7, Scope of Work References**

**Price**

**Oral Presentations Credibility of Vendor**

**Minority and Women's Business Enterprises Compliance**

**Sustainability Solutions and Practices**