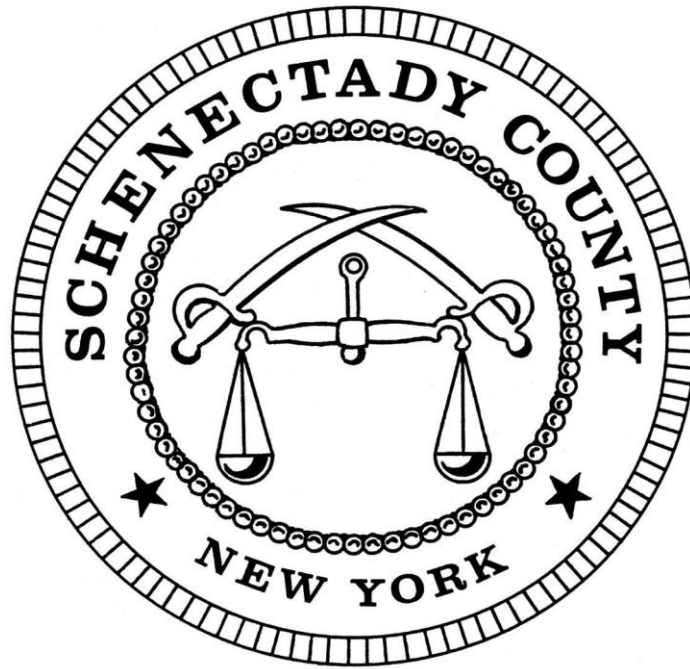


COUNTY OF SCHENECTADY

REQUEST FOR PROPOSALS
Schenectady County
Office of Emergency Management



Bid # RFP-2022-50
REGIONAL CATASTROPHIC PREPAREDNESS CONSULTANT

SCHENECTADY COUNTY PURCHASING DEPARTMENT
County Office Building
620 State Street – 6th Floor
Schenectady, New York 12305
purchasing@schenectadycounty.com
Website: www.schenectadycounty.com
518.388.4240



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NOTICE TO PROPOSERS
RFP-2022-50
2020 Regional Catastrophic Preparedness Consultant

The County of Schenectady is requesting proposals is seeking a qualified Emergency Management Consultant with experience in emergency management planning, grant administration including record keeping and reporting, training and exercise facilitation, policy and procedure evaluation and creation.

Digital Copies of Specifications may be obtained by submitting a request to the Purchasing Department at purchasing@schenectadycounty.com. Please specify if printed copies are required in your request. You will be notified when they are ready for pickup.

All proposals must be delivered in a sealed envelope marked "Proposal" and stating **2020 Regional Catastrophic Preparedness Consultant, RFP-2022-50**, to Schenectady County Purchasing at 620 State St., Schenectady, NY 12305, no later than **2:00 PM on April 21, 2022** at which time they will be opened. Bidders can submit their proposal in an electronic format, via email at purchasing@schenectadycounty.com.

Woman and minority owned businesses are encouraged to submit proposals. Schenectady County is an Equal Employment Opportunity/Affirmative Action employer.

Schenectady County will make any investigation it deems necessary to determine the responsibility of any bidder to perform the work. The County reserves the right to reject any proposal if an investigation of the proposer fails to satisfy the county that the proposer is responsible and can carry out the obligations of the contract.

Schenectady County reserves the right to waive any informality in a proposal or to reject any or all proposals.

Purchasing Department
County of Schenectady
Schenectady County Office Building
620 State Street-6th Floor
Schenectady, NY 12305
(518) 388-4240



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REQUEST FOR PROPOSAL (RFP-2022-50)

RE: Regional Catastrophic Preparedness Consultant

Schenectady County Office of Emergency Management is seeking a qualified Emergency Management Consultant with experience in emergency management planning, grant administration including record keeping and reporting, training and exercise facilitation, policy and procedure evaluation and creation.

Submission: Submit ONE (1) clearly labeled ORIGINAL and five (5) printed copies and One (1) digital copy of the proposal addressed as follows:

County of Schenectady
Attn: Thomas Bellick, Purchasing
620 State St.-6th Floor
Schenectady, NY 12305

Timeline:

Notice to Proposers – Published on March 29, 2022

Last Date to accept Questions from bidders – Through April 14, 2022

Proposal must be delivered to Schenectady County Purchasing by April 21, 2022 at 2:00 p.m.

Awards will be announced no later than April 28, 2022.

Winning proposer must be able to start the training within (4) weeks after contract is awarded.

Questions regarding this RFP should be directed to the Purchasing Department, at Purchasing@schenectadycounty.com. All questions must be received by April 7, 2022 at 2:00 PM. Questions regarding this request for proposals will be replied to via written addendum only.

Contract Information

It is the intention of the County to issue a contract to the firm whose proposal is deemed to be the most advantageous and in the best interest of the County; however, the County does not guarantee to award based upon this RFP.

I. Scope of Work

Schenectady County Office of Emergency Management is seeking a qualified Emergency Management Consultant with experience in emergency management planning, grant administration including record keeping and reporting, training and exercise facilitation, policy and procedure evaluation and creation.

As a recipient of a 2020 Regional Catastrophic Preparedness Grant, Schenectady County, along with our partners in Rensselaer County, is planning to evaluate our ability to respond to a weather-related incident (major rain producing storm) that creates the need for:

1. Evacuations with limited access (both Schenectady and Rensselaer)



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- a. Not all evacuees will be able to self-evacuate
- b. Staging and transport to shelters will be evaluated
2. A large shelter opening (both Schenectady and Rensselaer)
 - a. Evaluation of providing a minimum of 24 hours of shelter
3. A power failure at the shelter (Schenectady)
 - a. Evaluation of County and School District response
4. During a pandemic (both Schenectady and Rensselaer)
 - a. Evaluating evacuees for infection status / pertinent health history, recent exposure
 - b. Evaluating evacuees for vaccination status
 - c. Setting up testing process if appropriate
 - d. Developing a procedure for transportation and isolation of evacuees as needed
5. Evacuations exceed Schenectady's capacity to shelter resulting in the need to reach out to surrounding counties. Communication with Albany and Saratoga would be simulated. Communication and coordination with Rensselaer County would be evaluated.

The planning for an event of this magnitude will include multiple agencies in both counties.

A consultant will be hired to assist in the design of the exercise and to facilitate planning, training, and the after-action report. In addition, the consultant will provide assistance with developing updated policies and procedures resulting from this project.

The successful bidder will:

1. Have an overall familiarity with the 2020 Regional Catastrophic Disaster Preparedness Program and the record keeping and reporting requirements.
2. In consultation with: Schenectady County Emergency Management (SCEMO), Rensselaer County Bureau of Public Safety (RCBPS), Schenectady County Public Health and Rensselaer County Department of Health, develop a scenario that allows the above elements to be evaluated.
3. Schedule and conduct planning sessions at all stages of the project with all agencies identified by SCEMO and RCBPS. Planning sessions will be used to identify elements of our response that require development.
4. Identify and facilitate necessary training as needed. Training will include an ICS 300 class and a mock EOC activation for both Schenectady and Rensselaer counties. Training in Schenectady County will include a review of setup and activation of a generator at Schenectady High School. Schenectady County Electricians, DPW and the school district facilities personnel will be included.
5. Identify and document any needed changes to policies and procedures. Assist with developing improvements.
6. Maintain records for reporting and evaluation.
7. Include the following information in their proposal:
 - a. A breakdown of estimated costs including:
 - i. Number of personnel assigned to project
 - ii. Hourly rates



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- iii. Travel expenses (transportation, milage, hotel expenses, per diem, etc.)
- b. Total budget for project.
- c. Resumes of personnel assigned to the project.

Planning and training will include, but not limited to, personnel from the County Managers office, Public Health, Social Services, UCC, DPW, Facilities, IT, Finance, Sheriff, Fire Coordinator, Emergency Management, Schenectady School District, local fire service and law enforcement agencies. Private agencies (i.e., Red Cross, Ellis Hospital) will be invited to participate in the planning and training sessions as well.

Our partners in Rensselaer County will take part in the planning, training, and exercise when appropriate.

To assist with proposal development the following budget lines have been identified but can be modified as needed:

1. Formulation of a work group to identify pandemic response gaps.
2. Planning workshop to review progress and discuss exercise.
3. Deliver identified training to public safety personnel.
4. Deliver training to public and private partners.
5. Conduct Exercise planning workshop will all parties.
6. Conduct full scale exercise.
7. Assist with record keeping and reporting throughout.

Projected Dates:

Planning Sessions: Late Spring of 2022.

Preliminary training sessions Summer / Fall of 2022: ICS 300, EOC activation, backup generator power at Schenectady High School.

Large scale exercise: Spring of 2023

Grant performance period expires: 08/31/2023. All reporting, policy development, etc. must be completed prior to that time.



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II. Content of Proposal

Proposals should include the following major parts:

1. The contractor's experience, references, licensing, patents, and qualifications, include resumes and comparable projects.
2. The contractor's deliverables and system capabilities.
3. The contractor's methodology and operation & implementation plan.
4. The contractor's instructional materials required or provided.
5. Training- Location must be local and requirements and potential costs for such locations.

Experience, References, and Qualifications:

Proposals must include a brief summary of the consultant's experience and qualifications, and including a list of similar projects.

Proposals may also contain any other additional information that the proposer deems appropriate; however, voluminous or overly elaborate proposals are discouraged.

Methodology and Operational Plan:

Proposals must include the contractor's methodology to deliver the desired services the County is seeking as specified above.

Customer Service Plan:

Proposal must include a detailed plan and policy for customer service, and how the contractor will respond to service complaints in a timely matter.

Proposal Evaluation:

Responses to this RFP will be evaluated according to criteria that below

- Understanding of the Project
- Qualifications/Experience/References on Similar Projects
- Capacity and Availability to start Project
- Cost
- Customer Service and Support

During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to provide an oral presentation to amplify and or validate Proposal contents.



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GENERAL INFORMATION:

1. The Proposal submitted by the individual Proposer(s) is the document upon which Schenectady County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.
2. Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Schenectady County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
3. Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
4. Schenectady County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.
5. Schenectady County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
6. Schenectady County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
7. Proposals will be examined and evaluated by Schenectady County Office of Emergency Management.
8. During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.
9. In addition, Schenectady County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.
10. Specification Clarification:
 - a. All inquiries with respect to this Request for Proposals must be directed to the contact person as listed.
 - b. All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda emailed to all parties recorded as having received the proposal documents. If you have not received official documents from Empire Purchasing Group (Bidnet) or the Schenectady County Purchasing Department, you are encouraged to request an official set and be added to the official plan holder list by submitting a request to purchasing@schenectadycounty.com.
 - c. Questions received after the established deadline will not be answered.
 - d. The County will only be bound by responses given by formal written Addenda.
 - e. Other than the contact person identified in the proposal or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to their RFP or any proposals submitted hereto.
11. Modification and Withdrawal of Proposals
 - a. Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.



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- b. If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security (if requested) will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.
- c. Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

12. Remedy for Breach:

- a. In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

13. Freedom of Information Law:

- a. Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

14. Anti-Discrimination Clause

- a. Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture,



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sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

15. Extension of Contracts to All Political Subdivisions and Authorized Districts.

- a. It is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of services from the resulting contract award.
- b. No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- c. All purchases shall be subject to audit by the other political subdivisions for which the purchase was made.
- d. All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- e. Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates or documentation of tax exempt status.
- f. The sole responsibility in regard to performance of the contract, or any obligation, covenant, condition or term thereunder by the successful Proposer and the participating entities will be borne and is expressly assumed by the successful Proposer and the participating entities and not by Schenectady County. In the event of a failure or breach in performance of any such contract by a participating entity or the successful Proposer, Schenectady County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Schenectady County centralized contract.

16. Indemnification

- a. The successful bidder shall indemnify, save, and hold harmless the County of Schenectady, its officers, agents, servants, and employees from any and all liability for anything and everything whatsoever arising from loss or damage due to any act or omission of the Contractor, its clients, agents, or employees. See attached Standard Provisions.

17. Discrepancy

- a. In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP and/or, the Agreement (between the County and the successful proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP; 3) the Contractor's proposal.

18. Non-Appropriations Clause

- a. Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.



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19. Non-Collusive Bidding Certificate

- a. All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate is required to be submitted with each bid on the form provided by the County.

20. Iranian Energy Sector Divestment

- a. Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:
 - i. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - ii. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
- b. Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
- c. Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:
 - i. "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).

Schenectady County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

- d. Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
 - i. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - ii. The County of Schenectady has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Schenectady would be unable to obtain the goods or services for which the



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Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

21. Title VI

- a. The County of Schenectady, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, i.e.
 - i. Civil Rights Restoration Act of 1987
 - ii. Federal Transit Laws, Title 49, United States Code, Chapter 53
 - iii. 49 CFR. § 1.51
 - iv. 49 CFR Part 21
 - v. 28 CFR § 42.401 et seq.
 - vi. 28 CFR. § 50.3
 - vii. 70 FR 74087, December 14, 2005

hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

- b. A copy of Schenectady County's full Title VI Program and Assurances Statement is available for download on our website at <http://www.schenectadycounty.com/AffirmativeAction>.



STANDARD PROVISIONS

The parties to the attached contract further agree to be bound by the following, which is hereby made a part of said contract. In the event of any conflict between the provisions of the attached contract and these standard provisions, unless otherwise provided, these standard provisions shall prevail.

I. This contract shall be deemed executory only to the extent of monies appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the County beyond the amount of such monies.

II. The Contractor specifically agrees to adhere to the provisions of the New York State Labor Law Article 8, entitled Public Work and all of the provisions contained therein, including Labor Law Section 220-d entitled “Minimum rate of wage and supplement” and Article 9 entitled Prevailing Wage for Building Service Employees.

III. The Contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

- (a) In hiring of employees for the performance of work under this contract or any subcontract hereunder for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor nor any person acting on behalf of such contractor or subcontractor shall by reason of race, creed, color, sex or national origin, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
- (b) No contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin.
- (c) There may be deducted from the amount payable to the contractor by the county under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms or conditions of this section of the contract, and
- (d) This contract may be cancelled or terminated by the county or municipality and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and



- (e) The aforesaid provisions of this section covering every contract for or on behalf of the county or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

IV. The Contractor will comply with the provisions of Section 291-299 of the Executive Law and the Civil Rights Law and the Governor’s Code of Fair Practice, and any amendments and rules and regulations pursuant thereto, will furnish all information and reports deemed necessary by the State Division of Human Rights under the law, and will permit access to its books, records and accounts by the State Division of Human Rights, the Attorney General and the Industrial Commissioner for the purpose of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

V. The Contractor acknowledges that the terms of the contract include the Schenectady Fraud, Waste and Abuse Prevention Policy which is incorporated herein by reference and which is available to Contractor on the internet at www.schenectadycounty.com.

VI. The Contractor, if a medical provider under this contract:

- (a) represents and warrants that it is in compliance with all requirements applicable to Medicaid providers, including, but not limited to, the maintenance of a certified Medicaid compliance program for fraud, waste and abuse and further that none of its employees and contractors are an excluded individual or entity as such term is defined under federal or state law;
- (b) agrees that it shall submit no bill for payment for which payment would violate sections [1128](#), 1128A and [1156](#) of the [Social Security Act](#) and 42 CFR1001.1901;
- (c) agrees to continue to screen any and all of its employees and contractors to determine if any such person company or entity is an excluded individual or entity;
- (d) agrees to provide a list of all employees or contractors with sufficient identifying characteristics to allow the County to perform an independent screening of such persons or entities to determine if they are an excluded individual or entity;
- (e) agrees that in the event that any payment made by the County to the Contractor is determined to be in violation of the requirements of sections [1128](#), 1128A and [1156](#) of the [Social Security Act](#) and 42 CFR1001.1901, the Contractor shall indemnify, save and hold harmless the County of Schenectady, its officers, agents, servants and employees from any and all liability for anything and everything whatsoever arising from loss or damage, penalty or recoupment due to any determination that Contractor, its clients, agents or employees is or was an excluded individual or entity.

VII. The relationship of the Contractor to the County shall be that of independent contractor. The Contractor, in accordance with its status as an independent contractor, covenants



and agrees that it neither hold itself out as nor claim to be an officer or employee of the County by reason thereof, make any claim, demand or application to an officer or employee of the County including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or retirement membership or credits.

VIII. Should any claim or demand be made, or any action brought against the County in any way relating to this agreement or the performance thereof, the Contractor agrees to render diligently to the County without additional compensation, any and all cooperation which the County requires of the Contractor. Contractor shall be entitled to reimbursement for expenses incurred in such cooperation.

IX. The Contractor shall indemnify, save and hold harmless the County of Schenectady, its officers, agents, servants and employees from any and all liability for anything and everything whatsoever arising from loss or damage due to any act or omission of the Contractor, its clients, agents or employees.

X. It is expressly understood and agreed by the parties hereto that all claims for payment by the Contractor hereunder are expressly made subject to monies made available to the County therefore, by appropriation or otherwise and that the County shall incur no liability to the Contractor for any such payments beyond the monies so appropriated, or otherwise made available to it.

XI. If this contract is an installment purchase contract, it is not a general obligation of the County. Neither the full faith and credit nor the taxing power of the County are pledged to the payment of any amount due or to become due under such installment purchase contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contract.

XII. The Contractor will carry public liability and property damage insurance and, if this is a construction contract, owners and contractors protective insurance issued by a company authorized to do business in the State of New York, in amounts satisfactory to the County, which shall name the County as a primary non-contributory additional insured.

The Contractor shall also carry disability benefits and workers' compensation insurance. Certificates of workers' compensation insurance shall be delivered on one of the following forms:

- CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits coverage; or
- C-105.2 – Certificate of Workers' Compensation Insurance; or
- SI-12 – Certificate of Workers' Compensation Self-Insurance, GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance.



Certificates of disability benefits coverage shall be delivered on one of the following forms:

- CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; or
- DB-120.1 – Certificate of Disability Benefits; or
- DB-155 – Certificate of Disability Benefits Self-Insurance.

Contractor shall attach to this Agreement certificates of insurance evidencing Contractor's compliance with these requirements.

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

XIV. The Contractor shall keep and maintain efficient, complete and separate books and records concerning any and all costs incurred in the performance of this agreement. Such books and records shall be kept available and maintained in a format for examination by qualified personnel of the County and/or the New York State Department of Audit and Control at all reasonable times and places during the period of execution of this agreement and for six (6) years from the date of final payment thereunder.

If part or all of the performance hereunder is to be conducted through subcontractors with other entities, then the Contractor agrees that it shall make the provisions of this article a formal part of all such subcontracts which shall specifically make reference to the records as noted hereinabove, and that all such records maintained by such subcontractors shall be made available and disclosed to qualified personnel of the County and/or the New York State Department of Audit and Control.

XV. It is understood that this instrument represents the entire agreement of the parties hereto; that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence thereof shall be executed by the party to be charged.

XVI. If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

XVII. Any contractor or subcontractor on a public works construction contract with the County of Schenectady, exceeding two-hundred thousand dollars (\$200,000.00), shall have an approved apprenticeship program as provided for in Article 23 of the New York State Labor Law



and shall so certify on the Apprenticeship Certification Form – Schenectady County Public Works Contract prior to execution of the contract by the County.

XVIII. Any contractor or subcontractor who receives “State Funds” or “State-Authorized-Payments” acknowledges that they must comply with all applicable provisions of Executive Order #38 promulgated by the Governor of the State of New York, including:

1. Individuals/entities that receive SF/SAP to provide Program Services must determine whether they are qualified as a Covered Provider for a Covered Reporting Period (CRP), by using the EO-38 Covered Provider Determination Worksheet located at: <https://www.eo38.ny.gov/xo/determinationForm>
2. If an individual/entity has determined that it is a Covered Provider (or is projected to qualify as a Covered Provider), it must determine whether it is in compliance with the Administrative Expenses limitations set forth in the regulations. Unless a waiver is granted, the regulations set the limitations on Administrative Expenses that apply to Covered Providers, which can be found at: http://executiveorder38.ny.gov/sites/default/files/EO_38_Provider_Guidance.pdf?v=d101231231233913
3. If an individual/entity has determined that it is a Covered Provider (or is projected to qualify as a Covered Provider), it must then determine whether it is in compliance with the Executive Compensation limitations set forth in the regulations, which can be found at: If an individual/entity has determined that it is a Covered Provider (or is projected to qualify as a Covered Provider), it can then determine whether it is in compliance with the Executive Compensation limitations set forth in the regulations.
4. If an individual/entity has determined that it is a Covered Provider, it must submit an EO #38 Disclosure Form no later than 180 days after the close of their Covered Reporting Period. If a Covered Provider exceeds (or projects that it will exceed) the Administrative Expenses or Executive Compensation limitations, it may submit a timely waiver application no later than submission date of its EO #38 Disclosure Form.
5. If a Covered Provider is found to be out of compliance with the requirements in the regulations, either through the review of an EO #38 Disclosure Form or through failure to submit an EO #38 Disclosure Form, it must comply with all requests and further proceedings with the relevant state agency to comply with EO #38.

XIV. Title VI Policy Statement:

It is the policy of the County of Schenectady to prevent and eliminate discrimination in all of its operations and services as well as all aspects of employment. All Department,



Divisions, Offices, and Bureaus will plan, develop, and implement their programs and activities so that no person is subjected to unlawful discrimination based on race, color, gender, age, national origin, religion, disability, sexual orientation, marital status, or Vietnam era veteran status.

Schenectady County assures that no person shall on the grounds of race, color, national origin as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Schenectady County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In the event that Schenectady County distributes federal aid funds to another government entity, it will include Title VI language in all written agreements and will monitor for compliance.

Title VI Authority:

Title VI of the Civil Rights Act of 1964 is the Federal Law that protects individuals from discrimination on the basis of their race, color or national origin in programs that receive Federal financial assistance.

The Civil Rights Restoration Act of 1987 clarified the broad, institution-wide application of Title VI.

1. Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
2. Federal Transit Laws, Title 49, United States Code, Chapter 53
3. 49 CFR § 1.51
4. 49 CFR part 21
5. 28 CFR § 42.401 et seq.
6. 28 CFR § 50.3
7. 70 FR 74087, December 14, 2005

Title VI Program and Assurances:

A copy of Schenectady County’s full Title VI Program and Assurances Statement is available for download on our website at,

<http://www.schenectadycounty.com/AffirmativeAction>.

Title VI Exhibit 1:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Office of the Secretary for



Research and Technology (OST-R), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient or the OST-R to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the OST-R, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the OST-R may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.



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The following documents are attached to and made a part of this bid:

- a) Non-Collusion Bid Certification
- b) Iranian Divestment Form
- c) Disclosure of Prior Non-Responsibility Determinations
- d) Certification for the Prevention of Sexual Harassment
- e) W-9



**Non-Collusive Bidding Certificate pursuant to Section 103-D of the
NEW YORK STATE GENERAL MUNICIPAL LAW**

- 1.) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
 - a.) 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;
 - b.) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c.) 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.
- 2.) A bid shall not be considered for award nor shall any award be made where (a), (b), and (c) above have not been complied with; provided, however, that 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 thereof. Where (a), (b), and (c) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Department, or his designee, to the political subdivision, public department, agency, or official thereof to which the bid is made determines that such disclosure was not made for the purpose of restricting competition.
- 3.) The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1 above.
- 4.) 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 performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph 1 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 submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature

Title

Company Name

Date



INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Background

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offeror” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe. *See State Finance Law §§139-j (10)(b) and 139-k(3).*

Instructions:

Schenectady County includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of Proposals or Bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order. It shall be submitted with your Bid or Proposal to the Purchasing Department. This following disclosure form must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.



DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form:

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

(Please circle): No Yes

If Yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

(Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity:

Date of Finding of Non-Responsibility:

Basis of Finding of Non-Responsibility:

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

(Please circle): No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:



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Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139- k is complete, true and accurate.

By: _____

Date: _____

Signature



**Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law
Iranian Energy Sector Divestment**

- 1.) By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 New York State Finance Law.
- 2.) A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph 1 above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
 - a.) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - b.) The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Company Name

Date



**CERTIFICATION OF COMPLIANCE FOR THE
PREVENTION OF SEXUAL HARASSMENT**

Pursuant to State Finance Law §139-1 of the State of New York, effective January 1, 2019, where competitive bidding is required for certain public contracts, every bid must contain the following statement affirming that the bidder has implemented a written policy addressing sexual harassment prevention and that the bidder provides annual sexual harassment prevention training, which statement must be signed by the bidder and affirmed by such bidder under the penalty of perjury:

[Please Check One]

BIDDER’S CERTIFICATION

- 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.
- I am unable to certify that I, or my employer, have implemented a written policy addressing sexual harassment prevention in the workplace. The reason(s) why neither I nor my employer can make such certification is/are:

Additionally, I hereby certify that I have received a copy of Schenectady County’s Sexual Harassment Policy.

The undersigned states: (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

Signature

Printed Name

Title

Date



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Introduction:

The County of Schenectady is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form, of workplace discrimination. All employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of The County of Schenectady's commitment to a discrimination-free work environment. Sexual harassment is against the law¹ and all employees have a legal right to a workplace free from sexual harassment and employees are urged to report sexual harassment by filing a complaint internally with The County of Schenectady's Human Resources Department. Employees can also file a complaint with a government agency or In court under federal, state or local antidiscrimination laws.

Policy:

1. The County of Schenectady's policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business, regardless of Immigration status, with The County of Schenectady. In the remainder of this document, the term "employees" refers to this collective group.
2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).
3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any Investigation of a sexual harassment complaint. The County of Schenectady will not tolerate such retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Any employee of The County of Schenectady who retaliates against anyone Involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. All employees paid or unpaid interns or non-employees working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager or The County of Schenectady Human Resources Department. All employees paid or unpaid interns or non-employees who believe they have been a target of such retaliation may also seek relief In other available forums, as explained below in the section on Legal Protections. Adoption of this policy does not constitute a conclusive defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure

¹ While this policy specifically addresses sexual harassment, harassment because of and discrimination against persons of all protected classes is prohibited. In New York State, such classes include age, race, creed, color, national origin, military status, sex, disability, marital status, domestic violence victim status, gender identity and criminal history.

² A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in the workplace. Protected non-employees include persons commonly referred to as independent contractors, "gig" workers and temporary workers. Also included are persons providing equipment repair, cleaning services or any other services provided pursuant to a contract with the employer.



4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject The County of Schenectady to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Employees of every level, who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who allow such behavior to continue, will be penalized for such misconduct.
5. The County of Schenectady will conduct a prompt and thorough investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. The investigation will be performed by the Human Resources Department or County Attorney's Office, at the direction of the County Manager. The County of Schenectady will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees including managers and supervisors are required to cooperate with any internal investigation of sexual harassment.
6. All employees are encouraged to report any harassment or behaviors that violate this policy. The County of Schenectady will provide all employees a complaint form for employees to report harassment and file complaints.
7. Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to The County of Schenectady Human Resources Department.
8. This policy applies to all employees, paid or unpaid interns, and non-employees and all must follow and uphold this policy. This policy must be provided to all employees and should be posted prominently in all work locations to the extent practicable (for example, in a main office, not an offsite work location) and be provided to employees upon hiring.

What Is "Sexual Harassment"?

Sexual harassment is a form of sex discrimination and is unlawful under federal state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment.
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes,



pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
 - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other Job benefits or detriments
 - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual



orientation, gender identity and the status of being transgender such as:

- Interfering with, destroying or damaging a person's workstation, tools or equipment or otherwise interfering with the individual's ability to perform the job;
- Sabotaging an individual's work;
- Bullying, yelling, name-calling.

Who can be a target of sexual harassment?

Sexual harassment can occur between any Individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace.

Harassers can be a superior, a subordinate, a coworker or anyone in the workplace Including an independent contractor, contract worker, vendor, client, customer or visitor.

Where can sexual harassment occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

Retaliation

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding Involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- reported that another employee has been sexually harassed; or



- encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the Individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Reporting Sexual Harassment

Preventing sexual harassment is everyone's responsibility. The County of Schenectady cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, manager or The County of Schenectady Human Resources Department. Anyone who witnesses or becomes aware of potential Instances of sexual harassment should report such behavior to a supervisor, manager or The County of Schenectady Human Resources Department

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this Policy, and all employees are encouraged to use this complaint form. Employees who are reporting sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee's behalf.

Employees, paid or unpaid interns or non-employees who believe they have been a target of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

Supervisory Responsibilities

All supervisors and managers who receive a complaint or information about suspected sexual harassment. observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, **are required** to report such suspected sexual harassment to The County of Schenectady Human Resources Department.

In addition to being subject to discipline If they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

Complaint and Investigation of Sexual Harassment

All complaints or information about sexual harassment will be investigated, whether that information was reported In verbal or written form. Investigations will be conducted in a timely manner and will be confidential to the extent possible. The investigations will be performed by The County of Schenectady Human Resources Department of County Attorney's Office, at the



direction of the County Manager.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be kept confidential to the extent possible. All persons Involved, including complainants' witnesses and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial Investigation.

Any employee may be required to cooperate as needed In an investigation of suspected sexual harassment The County of Schenectady will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done In accordance with the following steps:

- Upon receipt of complaint, The County of Schenectady Human Resources Department will immediately forward a copy of the complaint to the Director of Human Resources, County Attorney and County Manager. An immediate review of the allegations will be taken, and the County Manager will take any interim actions necessary (e.g., instructing the respondent to refrain from communications with the complainant) If the complaint is verbal, the Human Resources Department will encourage the individual to complete the "Complaint Form in writing. If he or she refuses, the Human Resources Department will prepare a Complaint Form based on the verbal reporting.
- If documents, emails or phone records are relevant to the investigation, take steps to obtain and preserve them.
- Request and review all relevant documents, Including all electronic communications.
- Interview all parties involved, including any relevant witnesses;
- Create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
 - A list of all documents reviewed, along with a detailed summary of relevant documents;
 - A list of names of those interviewed, along with a detailed summary of their statements;
 - A timeline of events;
 - A summary of prior relevant incidents, reported or unreported; and
 - The basis for the decision and final resolution of the complaint, together with any corrective action(s).



- Keep the written documentation and associated documents in a secure and confidential location.
- The investigating entity, either the Human Resources Department, or County Attorney's Office will provide a memorandum to the County Manager outlining the investigation and making a recommendation. The County Manager will make the final determination on the complaint.
- Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document, to the extent allowed by law.
- Inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.

Legal Protections And External Remedies

Sexual harassment is not only prohibited by The County of Schenectady but is also prohibited by state, federal and, where applicable, local law.

Aside from the internal process at The County of Schenectady, employees may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

In addition to those outlined below, employees in certain industries may have additional legal protections.

State Human Rights Law (HRL)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with OHR may be filed any time **within one year** of the harassment. If an individual did not file at OHR, they can sue directly in state court under the HRL, **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to The County of Schenectady does not extend your time to file with OHR or in court. The one year or three years is counted from date of the most recent incident of harassment. You do not need an attorney to file a complaint with DHR, and there is *no* cost to file with DHR.



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DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov.

Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to OHR. The website also contains contact information for DHR's regional offices across New York State.

Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act {codified as 42 U.S.C. § 2000e et seq.}. An Individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 {TTY: 1-800-669-6820}, visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with OHR, OHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.



Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

Sexual harassment is against the law.

All employees have a legal right to a workplace free from sexual harassment, and The County of Schenectady is committed to maintaining a workplace free from sexual harassment.

Per New York State Law, The County of Schenectady has a sexual harassment prevention policy in place that protects you. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.

If you believe you have been subjected to or witnessed sexual harassment, you are encouraged to report the harassment to a supervisor, manager or The County of Schenectady Human Resources Department so we can take action.

Our complete policy and Complaint Form may be found:

On the County's Intranet website under Policies and Procedures Manual



Schenectady County Request for Proposal
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If you have questions and to make a complaint, please contact:

The County of Schenectady Human Resources Department
620 State Street
Second Floor
Schenectady, NY
12305

(518)388-4233

For more information and additional resources, please visit:

**www.ny.gov/programs/combating-sexual-harassment-workplace County of
Schenectady**

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form to report alleged incidents of sexual harassment.

If you believe that you have been subjected to sexual harassment, you are encouraged to complete this form and submit it to The County of Schenectady Human Resources Department. You will not be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, your employer should complete this form, provide you with a copy and follow its sexual harassment prevention policy by investigating the claims as outlined at the end of this form.

For additional resources, visit: ny.gov/programs/combating-sexual-harassment-workplace



Model Complaint Form for Reporting Sexual Harassment



COMPLAINANT INFORMATION

Name: _____

Work Address: _____

Work Phone: _____

Job Title: _____

Email: _____

Select Preferred Communication Method
In person

Email

Phone

SUPERVISORY INFORMATION

Immediate Supervisor's Name: _____

Title: _____

Work Phone: _____ Work

Address: _____

Adoption of this form does not constitute a conclusive defense to charges of unlawful sexual harassment. Each claim of sexual harassment will be determined in accordance with existing legal standards, with due consideration of the particular facts and circumstances of the claim, including but not limited to the existence of an effective anti-harassment policy and procedure.



COMPLAINT INFORMATION

1. Your complaint of Sexual Harassment is made about:

Name: _____

Title: _____

Work Address: _____

Work Phone: _____

Relationship to you: Supervisor Subordinate Co-Worker
Other

2. Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.
3. Date(s) sexual harassment occurred: _____
4. Please list the name and contact information of any witnesses or individuals who may have information related to your complaint.



Instructions for Employers

If you receive a complaint about alleged sexual harassment, follow your sexual harassment prevention policy.

An investigation involves:

- Speaking with the employee
- Speaking with the alleged harasser
- Interviewing witnesses
- Collecting and reviewing any related documents

While the process may vary from case to case, all allegations should be investigated promptly and resolved as quickly as possible. The investigation should be kept confidential to the extent possible.

Document the findings of the investigation and basis for your decision along with any corrective actions taken and notify the employee and the individual(s) against whom the complaint was made. This may be done via email.