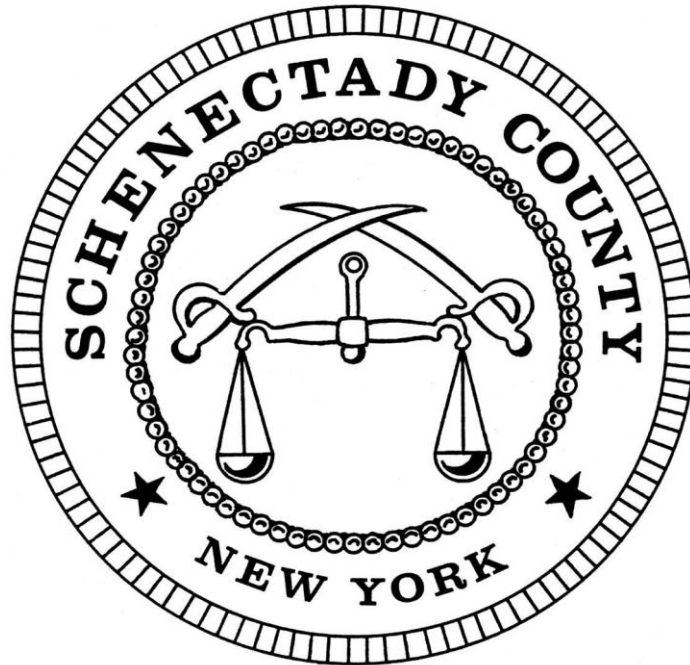


# COUNTY OF SCHENECTADY

## REQUEST FOR PROPOSALS Schenectady County Senior & Long Term Care Services



### **Proposal # RFP-2026-04** **SENIOR AND LONG TERM CARE NUTRITION PROGRAM**

#### SCHENECTADY COUNTY PURCHASING DEPARTMENT

County Office Building  
620 State Street – 2<sup>nd</sup> Floor  
Schenectady, New York 12305  
purchasing@schenectadycountyny.gov  
Website: [www.schenectadycountyny.gov](http://www.schenectadycountyny.gov)  
518.388.4240



Schenectady County Request for Proposal  
SENIOR AND LONG TERM CARE NUTRITION PROGRAM  
RFP-2026-04  
**Proposal Submissions Checklist**



# COUNTY OF SCHENECTADY

## REQUEST FOR PROPOSALS

### Schenectady County Senior & Long Term Care Services

### Proposal # RFP-2026-04

### SENIOR AND LONG TERM CARE NUTRITION PROGRAM

| Key Proposal Dates           |                                               |
|------------------------------|-----------------------------------------------|
| September 4, 2026 at 2:00PM  | Last Date/Time to Submit Questions            |
| September 29, 2026 at 2:00PM | Proposal Submission Deadline/Proposal Opening |

### PROPOSAL SUBMISSION CHECKLIST

(Please RETURN ONLY the FOLLOWING ITEMS with your PROPOSAL Submission).  
Do not return the full specification set. If incomplete, Proposals will be rejected.

| Check Mark | Description                                                                                                 |
|------------|-------------------------------------------------------------------------------------------------------------|
|            | Proposal Cover Page/Checklist (This Page)                                                                   |
|            | 1 Hard Copy of All Proposal Requirements Listed in the Proposal Summary & Electronic Copy (USB/Flash Drive) |
|            | Non-Collusion Form                                                                                          |
|            | Iranian Divestment Form                                                                                     |
|            | Russian Divestment Form                                                                                     |
|            | Board of Directors Resolution (if applicable)                                                               |
|            | Disclosure of Prior Non-Responsibility Determinations.                                                      |
|            | Certification for the Prevention of Sexual Harassment                                                       |
|            | W-9 * (If Proposer has not worked with County in last 2 calendar years)                                     |

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**Notice to Proposers**

**NOTICE TO PROPOSERS**  
**RFP-2026-04**  
**SENIOR AND LONG TERM CARE NUTRITION PROGRAM**

Schenectady County Senior and Long Term Care Services(SCSLTC) is seeking an entity to provide efficient and cost-effective Home Delivered Meals and operations of three Congregate Meal Sites throughout Schenectady County. These services are available to older adults in Schenectady County, age 60 and over, and the spouse of any age residing with an eligible participant, if appropriate. Services are not intended to reach every eligible participant in the community. Services are targeted to those in greatest social and economic need with particular attention to participants that are low-income, underserved and underrepresented, older adults in rural communities, older adults with limited English proficiency (LEP), and older adults at risk of institutional care.

Digital copies of specifications may be obtained from BidNet Direct at [www.bidnetdirect.com/new-york](http://www.bidnetdirect.com/new-york) or by submitting a request to the Purchasing Department at [purchasing@schenectadycountyny.gov](mailto:purchasing@schenectadycountyny.gov). Paper copies may be picked up at the Purchasing Department, 2nd Floor, Schenectady County Office Building at 620 State Street, Schenectady, New York, 12305 between the hours of 9:00 A.M. and 4:00 P.M. weekdays, but must be requested via email 24 hours in advance.

All proposals must be delivered in a sealed envelope marked "Proposal" and stating ***Senior and Long Term Care Nutrition Program, RFP-2026-04***, to the Purchasing Agent, no later than September 29, 2026, at 2:00 PM, at which time they will be opened. **Please submit an USB/Flash Drive with your proposal submission.**

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 Proposer 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-2<sup>nd</sup> Floor  
Schenectady, NY 12305  
(518) 388-4240



## **PROPOSAL SUMMARY**

### **SENIOR AND LONG TERM CARE NUTRITION PROGRAM**

#### **I. OVERVIEW**

Schenectady County Senior and Long Term Care Services(SCSLTC) is seeking an entity to provide efficient and cost-effective Home Delivered Meals and operations of three Congregate Meal Sites throughout Schenectady County. These services are available to older adults in Schenectady County, age 60 and over, and the spouse of any age residing with an eligible participant, if appropriate. Services are not intended to reach every eligible participant in the community. Services are targeted to those in greatest social and economic need with particular attention to participants that are low-income, underserved and underrepresented, older adults in rural communities, older adults with limited English proficiency (LEP), and older adults at risk of institutional care.

Our Nutrition Program Services funding is fixed by means of federal and state funding. Service capacity may not exceed the number of meals or participants that can be supported by available funding, and the County reserves the right to establish or modify program capacity, implement waiting lists, or otherwise manage enrollment to ensure fiscal responsibility and compliance with funding requirements. Contracted meals are unit per rate based with incorporated costs for vendor administrative services, service personnel, meal food costs, program supply costs, meal delivery costs, and equipment maintenance costs. Respondent(s) can expect a contract term of one year, with extensions of up to two additional years with proven performance.

#### **II. DEFINITIONS**

The defined services required by the New York State Office for the Aging (NYSOFA) and County Area Agencies on Aging (AAA), Home Delivered Meal and Congregate Meal Provider are as follows:

**Home Delivered Meal:** A meal served in a program administered by NYSOFA/AAA and provided by a qualified nutrition service provider to an eligible individual for consumption in the home or outside of a congregate setting. Portable meals may be included. **Unit of Service equals one meal served.**

**Congregate Meal:** A meal served in a program administered by NYSOFA/AAA and provided by a qualified nutrition provider to an eligible older adult in a congregate or group setting (including restaurants). Portable meals may be included. **Unit of Service equals one meal served.**

#### **III. DETAILED SCOPE OF WORK**

SCSLTC is seeking proposals that include a variety of innovative approaches to meet the proposed outcomes and measures as stated above. Successful proposals must include cost efficiencies utilizing and prioritizing volunteers for meal delivery and regular face-to-face



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interaction with program participants to determine their wellness and safety. SCSLTC is specifically interested in targeting volunteers of over 60.

At a minimum, Respondent(s) are strongly encouraged to show how they will provide the required range of services, as listed below:

### **Program Staff**

- Respondent(s) shall maintain adequate staffing levels to ensure uninterrupted delivery of nutrition services.
- Respondent(s) must provide the name, title, and viable means of contact of the individual designated for the overall management of the program. This individual will serve as the main point of contact with SCSLTC and information should be provided for a backup individual.
- Respondent(s) must include a copy of the resume, qualifications, and job description for the individual to be designated for the overall management of the program.
- Respondent(s) must develop and maintain written contingency staffing plans to address workforce shortages, staff absences, emergencies, and other service disruptions. Contingency plans must include provisions for cross-training staff, supervisory coverage, substitute drivers or delivery personnel, and operational procedures to ensure continuity of meal production and delivery services.
- Respondent(s) must have qualified staff to monitor program services for units of service, program expenditures, quality and safety of meals and nutritional content of meals.

### **Program Food Handling**

- Respondent(s) must be proficient in food handling, food production, and food service supervision, and be able to train food production staff.
- Respondent(s) must be knowledgeable of, and adhere to, policies and procedures consistent with NYSOFA/AAA requirements as detailed in NYSOFA Nutrition Program Standards 26-PI-10.
- Respondent(s) must allow program oversight by a Registered Dietitian and meet 1/3 Dietary Reference Intakes (DRI) in accordance with guidelines under the Older Americans Act, and as defined by the NYSOFA.
- Respondent(s) must be able to identify and document any program health or safety issues and report these to SCSLTC. Documentation must be kept for one year after the end date of the program year.

### **Program Orientation and Training**

- Respondent(s) must be qualified to train program staff and volunteers in food safety and sanitation.
- Respondent(s) must be qualified to train program staff in procedures for emergency situations including Fire Department and Buildings Department Regulations.



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- Respondent(s) must be qualified to train staff in procedures for participant registration, safe meal distribution, participant safety, and participant grievances. Staff must be familiar with written procedures concerning emergency situations, such as inclement weather, flood, or fire, or when a participant is found ill or deceased at home. Staff must be familiar with procedures describing how to handle grievances from older participants who are dissatisfied with or are denied services.
- Respondent(s) must provide orientation and training in handling of program contributions. Funds received cannot be used to support sectarian, political, and/or lobbying activities.
- Respondent(s) must provide documentation of program orientation and training and must maintain records or training plans, schedules, and attendance.

#### **Performance Monitoring and Corrective Action**

- Respondent(s) shall cooperate fully with all SCSLTC monitoring, quality assurance, and program review activities. Respondent(s) may be required to submit a written corrective action plan within a timeframe designated by SCSLTC. Corrective action plans must identify the deficiency, proposed corrective measures, responsible staff, and timelines for resolution. Failure to adequately address identified deficiencies may result in additional monitoring, contract sanctions, suspension of services, or termination of the agreement.
- Respondent(s), an Individual, or designee will meet with SCSLTC at a minimum annually, and as appropriate with SCSLTC staff to review program status.

#### **IV. HOME DELIVERED MEALS PROGRAM SERVICES**

At a minimum, Respondent(s) are strongly encouraged to show how they will provide the service of Home Delivered Meals, as listed below:

##### **Participant Eligibility**

- SCSLTC will maintain responsibility for eligibility determination by completing annual assessments and conducting 6-month check-ins with program participants.
- People aged 60 and over are eligible to receive home delivered meals if they are:
  - incapacitated due to accident, illness or frailty;
  - lack support from family, friends or neighbors; and
  - unable to prepare meals because of lack of or inadequacy of facilities, an inability to shop, cook or prepare meals safely, or a lack of appropriate knowledge of skill.
- Services may be available to participants who are under the age of 60, if they are disabled, and reside with the homebound older participant (i.e., adult children with disabilities who also reside in the home of a person age 60 and over.).
- Services may be available to the Spouse of an eligible participant regardless of age or condition, if it is in the best interest of the eligible participant.
- Participants under the age of 60 who provide volunteer services to the meal program during meal hours may be offered a meal on the same basis as meals provided to eligible



participants.

### **Home Delivered Meal Service and Delivery**

- Home-delivery services must be available up to five (5) days a week, Countywide, with weekend meals available for those in need not to exceed seven meals per week. Holiday meals must be served and provisions made for emergency meals when services cannot be provided due to weather or other emergencies.
- Participants receiving home delivered meals (hot, frozen, etc.) must be instructed on meal use and handling, as well as restrictions concerning the delivery of the meals.
- Procedures must be in place to limit holding/delivery time of food. Food holding times must be documented.
- Details about the process for delivery of meals to eligible participants should be included in Respondent's proposal. Per the nutrition standards, HDM end route temperatures must be taken monthly for each route.
- Documents from the home delivered meal program are maintained for one year after the ending date of a vendor agreement.
- Procedures must be in place for emergency situations, such as inclement weather, flood, or fire, or when a participant is found ill or deceased at home. Staff must be familiar with procedures describing how to handle grievances from older participants who are dissatisfied with or are denied services.
- Procedures must be in place for a Continuity of Operations Plan including a backup production method/site and a method of delivery when normal delivery system is disrupted or inoperable.
- Procedures must be in place to describe steps to be followed should a participant not be available for delivery as expected and a meal cannot be left at their home.
- Respondent(s) must allow for program oversight by a Registered Dietitian and meet 1/3 Dietary Reference Intakes (DRI) in accordance with guidelines under the Older Americans Act, and as defined by the NYSOFA.
- Services are to be targeted to older adults in the greatest social or economic need, with particular attention paid to low income, rural, LEP, and underserved and underrepresented participants.

### **Vehicle and Meal Transportation Requirements**

- All vehicles utilized for the transport and delivery of meals, food, supplies, or equipment must be maintained in safe, clean, and sanitary operating conditions and comply with all applicable federal, state, and local laws and regulations as stated in NYSOFA's 26-PI-10.
- Respondent(s) shall ensure that meal transportation methods maintain all required food temperatures and minimize the risk of contamination or spoilage during transport and delivery. Delivery vehicles and insulated carriers shall be routinely cleaned, monitored, and maintained.
- Drivers utilized for meal delivery services must possess valid driver's licenses and comply with all applicable insurance and safety requirements, including background checks.



## **V. CONGREGATE MEALS PROGRAM SERVICES**

The Respondent(s) will be responsible for the management of three Congregate Meal Site locations. The locations are as follows:

**Ten Eyck Senior Meal Site**-375 Broadway. Schenectady, NY 12305 M-F 11-1

**Our Lady of Fatima Church Site**-1713 Alexander Road. Delanson, NY 12053 M, W, F 11-1

**Glenville Senior Center Site**-32 Worden Road. Glenville, NY 12302 M-F 11-1

### **Congregate Meal Program Service and Delivery**

- Congregate meal services must provide at least one hot or other appropriate meal per day, five days a week. Exceptions may only be made in a rural area where such frequency is not feasible, and a lesser frequency is approved by NYSOFA.
- Respondent(s) will be responsible for coordination of the congregate meal services program, including meal preparation and distribution, and senior activities, if applicable.
- Respondent(s) must provide program oversight by a Registered Dietitian and meet 1/3 Dietary Reference Intakes (DRI) in accordance with guidelines under the Older Americans Act, and as defined by the NYSOFA.
- Registration for congregate meal services participants is required, including participant demographics and testing by way of NSI score for nutrition counseling and/or nutrition education by the Registered dietitian. Participants are monitored for the possible need for home delivered meals instead of congregate meals and referrals are made as necessary.
- Congregate meal site locations are open at least one hour before and after the meal is served to permit all participants to eat a leisurely meal, enjoy social contact, and take advantage of other services at the site.
- Congregate meal site locations must provide space available for supportive services (which protects the privacy of individual participants), educational services, and/or recreational services and activities.
- Congregate meal site locations must be accessible, open to the public, and not require membership, require an entrance fee, or require county residency to participate in congregate meal services.
- Respondent(s) shall alert SCSLTC to conditions or circumstances which may endanger the participant, other participants, workers, volunteers, meal site or household.
- The Respondent(s) must comply with SCSLTC written site agreements including:
  - Hours opened, days opened, days closed, and seasonal variations.
  - Responsibility for care and maintenance of the facility and equipment, consistent with local/state health department regulations.
  - Responsibility for fire inspections.



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- Obtaining Health Department permits.
- Insurance coverage for items owned by the provider.
- Personnel liability insurance.
- Compliance with all federal, state and local laws.
- Security for site equipment and food.
- Responsibility for replacement of equipment.
- Certificates of Occupancy.

### **Congregate Meal Services Program Nutrient Requirements**

- Meals must be the appropriate portion size, palatable, satisfying in appearance, aroma, and taste based on participants' comments and appropriate staff evaluation. Records must be kept on file for one year.
- If changes are made by the government, the provider must adhere to new regulations.
- Minimum of a four-to-six-week cycle menus must be used and written at least four (4) times a year. Holidays must be part of these menus.
- SCSLTC's Registered Dietician must develop and analyze all menus. All menus must include a date with an RD certification signature on the menu. SCSLTC must receive a copy of all menus. All foods served must be noted on a master menu. Master menus with nutrient analyses must be kept on file for one (1) year after the ending date of the program year. Any deviation from the approved menu must be approved prior to service by the designated RD. A log must be kept of all menu substitutions noting date, menu item removed and item substituted on menu.
- Menu preferences should be made available for cultural/religious requirements for the participant being served.

## **VI. FIRE, BUILDING AND HEALTH CODE COMPLIANCE AND SAFETY PROCEDURES**

- Respondent(s) facility must be approved by the New York Office for the Aging (NYSOFA).
- Respondent(s) food preparation facility must be inspected annually by the Local Department of Health (DOH).
- Respondent(s) must have food handler certification as required by the Local DOH. The Inspection reports and follow-up documentation on compliance issues must be on file with SCSLTC. Suspected outbreaks of foodborne illness must be reported immediately to the Local DOH, SCSLTC and NYSOFA.
- All Respondent(s) facilities must comply with the State Sanitary Code and display operation permits. All facilities must be kept clean and provide adequate lighting, heat,



and ventilation. Windows and doors in the kitchen must be equipped with screens where necessary. Extermination services must be provided as needed.

- All Respondent(s) facilities must have written confirmation or a permit that they comply with Fire Department or Building Department regulations. The required number of exits must be clearly identified, well-lit and free of obstacles/clutter. A sufficient number of correct fire extinguishers must be strategically placed and inspected annually. There must be evacuation floor plans and procedures clearly posted. All site staff must be trained in the use of fire extinguishers and evacuation procedures. Fire drills must be conducted annually and documented.
- Respondent(s) must describe in detail how they will handle emergency situations and closings. Emergency procedures must include essential functions, and which functions may be suspended during short term and long-term emergencies. An emergency plan must detail emergency contacts and client or SCSLTC notifications. Descriptions of both short term and long-term closure plans must be included for power outages, weather-related emergencies, or lack of kitchen access for hours or days. Respondent(s) must describe how they will continue to serve participants and check in on meal program participant welfare.

## **VII. INSURANCE REQUIREMENTS**

- Selected Respondent(s) shall maintain adequate insurance coverage throughout the duration of the contract term, including but not limited to general liability insurance, automobile liability insurance, workers' compensation insurance, and any other insurance coverage required by federal, state, or local law.
- Proof of insurance coverage and certificates of insurance must be provided to SCSLTC prior to contract execution and upon request thereafter.

## **VIII. FOOD SERVICES REQUIREMENTS**

### **Food Service Compliance**

Preparation, storage, delivery, and service of food/meals must comply with Part 14 of the State Sanitary Code and NYSOFA guidelines as stated in 26-PI-10 and any deficiencies that are found must be corrected. Per the NYSOFA Nutrition Standards:

- Food and Food Supplies must be properly stored.
- Leftovers must be handled properly and in accordance with food safety regulations.
- Food handling, packaging, and delivery methods must prevent contamination and spillage.
- Potentially hazardous foods (as defined in New York State Sanitary Code Subpart 14-1.31) are held, delivered and served at temperatures 45 degrees Fahrenheit or below, or 140 degrees Fahrenheit or above.



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- Staff must practice good personal hygiene and safety.

### **Food Service Operations**

- Respondent(s) must have adequate food production equipment, cold and dry storage, and workspace. Purchasing specifications for food, equipment, and/or supplies must be made available. An equipment inventory must be updated annually.
- Foods must be purchased from approved sources. Food costs must be reasonable, accurately determined, and calculated on a quarterly basis. Procedures must be in place to estimate meal numbers to minimize leftovers and waste. Waste factors must be tracked, recorded and corrective actions developed to reduce waste that exceeds SCSLTC recommended levels.
- Food cost, inventory and production sheets must be kept for one year after the end of the program year.
- Standardized, computerized recipes must be used for menus and approved by the designated RD. Menu items and portion control must be consistent with approved menus. Menu substitutions cannot be made without prior written approval by SCSLTC designated RD and must be shared with SCSLTC.
- Respondent(s) must have a sufficient number of food production supervisors and staff knowledgeable in food handling, production, and service.
- Food, supplies, and equipment inventories must be properly maintained using such methods as a daily log of requisitions, perpetual inventory, a quarterly physical inventory, stock rotation, and package dating.

### **Monitoring of Food Production Facilities**

- Respondent(s) must comply with periodic inspections and program monitoring by SCSLTC Staff, and the designated RD. Respondent(s) must indicate in their proposal that they will provide full access at their facility.
- Respondent(s) must allow SCSLTC designated staff to inspect all equipment, including automobiles, storage containers, hot boxes, insulated containers, carriers, steam table pans, and other equipment used by Respondent(s) for transport, storage and delivery of Meals upon request.

## **IX. OTHER REQUIREMENTS**

### **Fraud Prevention, Conflict of Interest, and Internal Controls**

- Respondent(s) shall maintain appropriate fiscal and administrative internal controls to safeguard public funds and ensure proper stewardship of all program resources.
- Respondent(s) shall disclose any actual or potential conflicts of interest related to the administration or delivery of services under this agreement. Program funds shall not be used for unauthorized purposes, personal gain, or activities prohibited under federal, state, or local law.
- Respondent(s) shall cooperate fully with audits, investigations, monitoring reviews, and requests for documentation conducted by SCSLTC, NYSOFA, the Department



of Health, or other authorized oversight agencies.

### **Targeting**

- Respondent(s) shall comply with all applicable requirements of the Older American's Act (OAA), New York State Office for the Aging (NYSOFA) regulations, policies, and guidance regarding equal access, targeting, and service delivery to older adults with the greatest economic and social need.

### **Civil Rights, Accessibility, and Non-Discrimination**

- Respondent(s) shall comply with all applicable federal, state, and local laws, regulations, and guidance related to civil rights, equal opportunity, and nondiscrimination, including but not limited to Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, the Age Discrimination Act of 1975, and all applicable NYSOFA requirements.
- Respondent(s) must provide services in a manner that ensures equal and meaningful access to all eligible older adults regardless of race, color, national origin, sex, disability, age, religion, sexual orientation, gender identity, or any other protected status. Reasonable accommodations and language assistance services must be made available to participants with limited English proficiency (LEP) and individuals with disabilities, as appropriate.

### **Participant Confidentiality and Record Protection**

- Respondent(s) shall maintain confidentiality and security of participant records and protected information in accordance with all applicable federal, state, and local laws and regulations. Participant information shall only be accessible to authorized personnel performing duties related to program operations and service delivery.
- Respondent(s) must establish procedures for the secure storage, handling, transmission, and disposal of participant records, whether maintained electronically or in paper format. Appropriate safeguards, including password protection and restricted access to confidential information, must be maintained at all times.
- Respondent(s) shall immediately notify SCSLTC of any known or suspected breach of confidential or protected participant information.

### **Recognition**

- As appropriate, recognition of the United States Administration on Aging, NYSOFA and SCSLTC is required in all program/service brochures, flyers and other printed and electronic materials.

### **Voluntary Contributions**

Per NYSOFA's Contributions and Other Program Income Policy 18-PI-17, Respondent(s) must ensure that:

- Provide each program participants with an opportunity to voluntarily contribute to the cost of the service;
- Clearly inform participants there is no obligation to contribute and that the



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contribution is purely voluntary;

- Protect the privacy and confidentiality of participants with respect to their ability to make contributions;
- Establish appropriate procedures to safeguard and account for all contributions; and
- Contributions are applied to expand and supplement services per program by funds received under this Act.
- Provide a locked box at all service locations and signage that clearly stating contributions are not obligatory, contributions are voluntary, and no one will be denied services based on their inability or unwillingness to contribute.

### **Satisfaction Survey's**

- Respondent(s) shall conduct annual participant satisfaction surveys to recipients of Home Delivered and Congregate Nutrition Services for service quality, meal satisfaction, client needs, accessibility, and overall program effectiveness. Client comments should also be considered when planning menus. Respondent(s) will review surveys to identify trends, service gaps, and opportunities for quality improvements.

### **Record Retention (1 Year)**

Respondent(s) must keep the following records for one year after the end of the program period:

#### **Home Delivered Meal Program Services:**

- Food temperature logs.
- Monitoring Reports on preparation kitchen delivery routes.
- Health Department inspection reports.
- Participant, staff and volunteer meal service records e.g., sign-in sheets
- Menu served with nutrient analysis.
- Physician diet orders
- Food cost and inventory records and production sheets.
- Nutrition education programs, surveys, and units of service.
- Nutrition counseling client files and units of service.
- Participant surveys and evaluations.

#### **Congregate Meal Program Services:**

- Food temperature logs.
- Monitoring Reports on kitchen preparation and site kitchen.
- Health Department inspection reports.
- Participant, staff and volunteer meal service records e.g., sign-in sheets
- Menu served with nutrient analysis.



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- Physician diet orders
- Food cost and inventory records and production sheets.
- Nutrition education programs, surveys, and units of service.
- Nutrition counseling client files and units of service.
- Participant surveys and evaluations.

### **Record Retention (6 Years)**

Respondent(s) must keep the following records for six years after the end date of the program period:

### **Congregate and Home Delivered Meal Program Services**

- Congregate participant registration.
- All income and expense records including contribution collection and deposit records.
- Contract, budget, and payroll/timesheet documents.
- AAA monitoring reports of contracted nutrition providers and directly provided nutrition services.

### **Technology and Cybersecurity Requirements**

- Respondent(s) shall maintain secure technology systems sufficient to support program operations, reporting requirements, and participant data protection.
- Respondent(s) shall implement reasonable cybersecurity safeguards, including password-protected systems, restricted user access, secure internet connectivity, and procedures to prevent unauthorized access to confidential information and reporting systems, including the Health Commerce System and other SCSLTC-designated databases.

### **Program Reporting Requirements**

- Utilization of the NYS Department of Health's Health Commerce System and NYSOFA Statewide Client Database:
- The selected Respondent(s) must have internet access.
- The selected Respondent(s) must have the ability to enter data directly into the SCSLTC designated tracking system tool.
- All data must be entered monthly and must reflect actual expenditure/invoices.
- The selected Respondent(s) will track and report to SCSLTC their unmet needs for the program.



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- Procedures should be in place to complete internal audits for required documentation compliance.

### **Volunteer Management Requirements**

- Respondent(s) shall maintain written procedures for volunteer management, including orientation, training, supervision, confidentiality expectations, documentation of volunteer activities, and volunteer status as active or inactive.
- Respondent(s) are required to conduct background checks or screening procedures for meal drivers consistent with program responsibilities and applicable law. SCSLTC will conduct background checks/screening on any volunteers.
- Respondent(s) must provide volunteer training related to participant safety, emergency procedures, confidentiality, food safety, and reporting concerns regarding participant welfare.

### **Collaborations**

- Respondent(s) are expected to describe how they will incorporate other Aging Services Agencies within the community to maintain efficiencies and minimize any duplication in service delivery.

### **Program Operations, Maintenance, and Supply Responsibilities**

- Respondent(s) will be fully responsible for all operational, maintenance, and program supply costs associated with the delivery and administration of the Home Delivered Meals and Congregate Meals Program Services.
- Such responsibilities shall include, but are not limited to, routine facility maintenance, kitchen and food service equipment maintenance and repair, cleaning and sanitation supplies, office and administrative supplies, meal service supplies, disposable products, storage materials, delivery supplies, fuel and transportation-related operational costs, technology and communication needs, and any additional materials ensuring uninterrupted program operations and compliance with all applicable federal, state, local, and NYSOFA requirements.
- Respondent(s) shall include all anticipated operational, maintenance, equipment, and supply-related expenses within their proposed budget and cost proposal submitted in response to this RFP. No additional reimbursement outside of the approved contract amount will be provided by SCSLTC for routine operational or maintenance expenditures unless otherwise expressly authorized in writing by SCSLTC.



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- The Respondent(s) must also demonstrate adequate systems and procedures for maintaining all facilities, equipment, and operational infrastructure in safe, sanitary, and functional condition throughout the contract period to ensure continuity of services and compliance with applicable health, safety, and program regulations.

**County Property, Records, and Transition-Out Requirements**

- All equipment, furnishings, supplies, materials, records, documents, data, participant information, forms, reports, and other property purchased with County, State, Federal, or other public funds, or otherwise identified as County property, shall remain the property of Schenectady County and shall be maintained, safeguarded, and accounted for by the Contractor throughout the contract period.
- Upon expiration, termination, or non-renewal of the contract, the Contractor shall promptly return to the County, or to a successor provider as directed by the County, all County-owned property and all records, documents, data, reports, forms, program materials, equipment, keys, access credentials, and other materials necessary for the continued operation of the nutrition program. The Contractor shall not withhold, retain, remove, dispose of, transfer, or otherwise restrict access to County property or required program records for any reason, including a dispute concerning payment, contract terms, or other matters.
- The Contractor shall maintain complete and accurate program records throughout the contract period and shall provide all required documentation to the County in accordance with applicable Federal, State, and County requirements and within the timeframes established by the County. This includes, but is not limited to, participant records, meal counts, attendance records, delivery records, dietary information, contribution records, financial documentation, monitoring documentation, nutrition education records, temperature records, menus, invoices, reports, and other documentation required for program administration, monitoring, reimbursement, audit, or regulatory compliance.
- The Contractor shall cooperate fully with the County during any transition-out period and shall provide reasonable assistance to ensure continuity of services. The County may require an inventory of County-owned equipment and property prior to the conclusion of the contract. The Contractor shall return all County property in good working condition, ordinary wear and tear excepted, unless otherwise approved in writing by the County.
- Failure to comply with the transition-out requirements may be considered a material breach of the contract and may result in the withholding of payment to the extent permitted by law, recovery of County property or costs, corrective action, or other remedies available to the County under the contract and applicable law.



### **Provider Transition Plan**

- The successful proposer shall be responsible for developing and implementing a comprehensive transition plan to ensure a seamless transfer of nutrition services from the current provider to the awarded contractor. The transition shall be conducted in a manner that minimizes disruption to participants and ensures continuity of Home-Delivered Meals and Congregate Meal Services.
- The transition plan shall address, at a minimum, coordination with the County and current provider; transfer and verification of participant information; meal schedules and delivery routes; dietary and special meal requirements; emergency and wellness check procedures; congregate meal site operations; staffing; equipment and supplies; communication with participants and stakeholders; and any other information necessary to maintain uninterrupted service.
- The successful proposer shall participate in transition meetings with the County as requested and shall not make changes to established service schedules, participant eligibility, meal delivery arrangements, or congregate site operations without prior County approval. The contractor shall be prepared to assume full responsibility for services on the County-established contract start date. The County reserves the right to establish a transition period prior to the commencement of full operations to facilitate an orderly transfer of services.
- The successful proposer shall also cooperate with the County in developing a transition-out plan at the conclusion of the contract, including the orderly transfer of participant and program information to the County or successor provider, as directed by the County.

## **X. PROPOSAL FORMAT**

- **GENERAL DETAILS**
  - Proposal Page Limit: 30
    - A. Executive Summary
    - B. Organizational Experience & Qualifications
    - C. Understanding of the County's Nutrition Program
    - D. Proposed Service Delivery Model
    - E. Menu & Nutrition Standards
      - a. NYSOFA/OAA requirements
      - b. Menu planning
    - F. Meal Production & Food Safety
    - G. Staffing & Supervision
    - H. Home-Delivered Meal Operations
    - I. Congregate Meal Site Operations
    - J. Participant Registration & Recordkeeping
    - K. Contributions & Financial Accountability



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- L. Quality Assurance, Monitoring & Compliance
- M. Participant Satisfaction & Complaint Resolution
- N. Emergency/Continuity of Operations Plan
- O. Technology, Data & Reporting
- P. Transition/Implementation Plan
- Q. Proposed Pricing/Cost Proposal
- R. References

- **REQUIRED FORMS:** Schenectady County requires that the forms included in this RFP be filled out, signed and submitted with the proposal.

## **XI. SUBMISSION**

All Questions should be received no later than 2:00 PM EST on Thursday, September 4, 2026. Questions regarding the RFP should be directed to: The Purchasing Department at [purchasing@schenectadycountyny.gov](mailto:purchasing@schenectadycountyny.gov).

Proposals should be received no later than 2:00 PM EST on Monday, September 29, 2026, at the following address:

Schenectady County Purchasing Department  
620 State Street, 2<sup>nd</sup> Floor  
Schenectady, New York 12305

**Each proposer is requested to submit 1 hard copy of the proposal with all the requirements, which have been listed in the section above. Please also submit an electronic copy of the proposal via USB/Flash Drive.**

**Please see below a list of the required submittals**

|                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Nutrition Program Proposal Evaluation Criteria and Proposal Submission Requirements Schenectady County Senior and Long Term Care Services</b> |
|                                                                                                                                                  |
| RFP Applicant _____                                                                                                                              |
|                                                                                                                                                  |



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**RFP Submission Checklist**

☐ **Cover Letter**

☐ **Executive Summary**

☐ **Organization Information**

☐ **Organizational Chart**

☐ **Resumes of Key Staff**

☐ **Job Descriptions**

☐ **Staffing Plan**

☐ **Food Production Plan**

☐ **Home Delivered Meal Delivery Plan**

☐ **Congregate Meal Site Management Plan**

☐ **Menu Development Process**

☐ **Food Safety Procedures**

☐ **Quality Assurance Plan**

☐ **Complaint Resolution Procedures**

☐ **Participant Satisfaction Survey Process**

☐ **Emergency Preparedness Plan**

☐ **Continuity of Operations Plan**

☐ **Budget Narrative**

☐ **Budget Proposal**

☐ **Three References**

☐ **Insurance Certificates**

☐ **W-9**

☐ **Required Certifications & RFP Forms**



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☐ **Conflict of Interest Disclosure**

## XII. EVALUATION CRITERIA

Please see below the evaluation criteria form that will be used to evaluate the RFPs:

| <b>SCSLTC Home Delivered Meals &amp; Congregate Meal Services</b>                                                    |                       |              |
|----------------------------------------------------------------------------------------------------------------------|-----------------------|--------------|
| <b>Total Possible Score: 100 Points</b>                                                                              |                       |              |
|                                                                                                                      |                       |              |
| <b>Detailed Evaluation Criteria</b>                                                                                  | <b>Maximum Points</b> | <b>Score</b> |
| <b>Organizational Experience</b><br>Years of experience;<br>OAA/NYSOFA experience;<br>Size of program;<br>References | 15                    |              |
| <b>Technical Proposal</b><br>Understanding of scope;<br>Innovation;<br>Compliance;<br>Participant focus.             | 20                    |              |
| <b>Staffing Plan</b><br>Leadership;<br>Registered Dietitian;<br>Staffing; Cross-training;<br>Vacancy plan.           | 15                    |              |
| <b>Food Service Operations</b><br>Food safety;<br>Menus;<br>Inventory;<br>Quality.                                   | 10                    |              |
| <b>Home Delivered Meals</b><br>Routes;<br>Wellness;<br>Emergencies;<br>Weekend meals.                                | 10                    |              |
| <b>Congregate Meals</b><br>Meal service;<br>Registration;                                                            | 10                    |              |



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|                                                                             |    |  |
|-----------------------------------------------------------------------------|----|--|
| <b>Quality Assurance</b><br>Monitoring;<br>Surveys;<br>Corrective actions.  | 5  |  |
| <b>Emergency Preparedness</b><br>COOP;<br>Alternate kitchen;<br>Transition. | 5  |  |
| <b>Budget Proposal</b><br>Reasonableness;<br>Value;<br>Detail.              | 10 |  |
| <b>Total Points</b>                                                         |    |  |
|                                                                             |    |  |
|                                                                             |    |  |
| <b>Strengths:</b> _____                                                     |    |  |
| <b>Weaknesses:</b> _____                                                    |    |  |
| <b>Evaluator:</b> _____                                                     |    |  |
| <b>Signature:</b> _____                                                     |    |  |
| <b>Date:</b> _____                                                          |    |  |
|                                                                             |    |  |
| <b>Committee Recommendation</b>                                             |    |  |
| <input type="checkbox"/> Award                                              |    |  |
| <input type="checkbox"/> Award Pending Clarification                        |    |  |
| <input type="checkbox"/> Do Not Award                                       |    |  |
|                                                                             |    |  |
| <b>Committee Comments:</b> _____                                            |    |  |
|                                                                             |    |  |



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### **XIII. SCHEDULE**

It is anticipated that a contract will be awarded in response to this RFP based on the following schedule:

|                                            |                                   |
|--------------------------------------------|-----------------------------------|
| Release of RFP                             | August 14, 2026                   |
| Deadline for Submission of Questions       | September 4, 2026, by 2:00PM EST  |
| Deadline for Owner to Respond to Questions | September 15, 2026                |
| Submission of Proposals (date and time)    | September 29, 2026, by 2:00PM EST |
| Interviews (if necessary)                  | TBD if necessary                  |
| Announcement of Successful Bidder          | November 14, 2026                 |
| Anticipated Contract Start Date            | January 1, 2027                   |

Please note, the County reserves the right to change any of the dates stated in this RFP, which will be done via addendum.

### **XIV. TERM OF CONTRACT**

The contract period will begin after a contract has been completed with the successful proposer until December 31, 2026. The County will then grant 4 additional one-year renewal options starting on January 1<sup>st</sup> each year to extend the contract. The decision to renew the contract will be at the sole discretion of Schenectady County.

**END OF PROPOSAL SUMMARY**



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**I. Proposal Distribution**

- A. The County of Schenectady officially distributes proposal documents through the Purchasing Division Office or through the Bidnet/Empire State Purchasing Group bid notification system ([www.bidnetdirect.com/new-york](http://www.bidnetdirect.com/new-york)). Copies of bidding documents obtained from any other source are not considered official documents. Only those vendors who obtain proposing documents from either the Purchasing Division Office or the ESPG are guaranteed to receive addendum information, if such information is issued.
- B. If you have obtained this document from a source other than the Schenectady County Purchasing Division or the Bidnet bid notification system, it is strongly recommended that you obtain an official copy.

**II. Proposing Documents**

- A. Complete sets of the Proposing Documents may be obtained or examined as stated in the Notice to Proposers.
- B. Complete sets of Proposing Documents must be used in preparing Proposals. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposing Documents.

**III. Submission of Proposals**

- A. Proposals and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the Proposal and the name and address of the Proposer and accompanied by the required documents.
- B. Proposals must be received no later than the date and time specified in the Proposal Summary Sheet.
- C. Proposals must be submitted to:  
Schenectady County Purchasing Department  
County Office Building  
620 State Street – 2<sup>nd</sup> Floor  
Schenectady, NY 12305
- D. Schenectady County reserves the right to reject any or all Proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional Proposals.

**IV. Bid Security (not applicable)**

- A. Unless otherwise stated in the Proposal Summary sheet, the following requirements are in place for Bid Security.

- B. Each Proposal must be accompanied by a bid bond or certified check in the amount equal to five (5) percent of the total base Proposal drawn upon a national or state bank or trust company, to the order of the Commissioner of Finance, Schenectady, County. If Proposal is accepted, the successful Proposer will enter into a contract for the same and will execute such further security as may be required for the performance of the contract. **BID SECURITY SHALL BE INCLUDED WITH BID AT TIME OF BID OPENING; FAILURE TO DO SO MAY CAUSE REJECTION OF THE BID AS MATERIALLY INCOMPLETE.**
- C. The Bid Security of the successful Proposer will be retained until such Proposer has executed the contract and furnished the required Contract Security, whereupon it will be returned. If the successful Proposer fails to execute and deliver the contract and furnish the required Contract Security within fifteen (15) days of the Notice of Award, the County may annul the Notice of Award and the Bid Security of that Proposer will be forfeited.
- D. Bid security of other Proposers will be returned within seven (7) days after the award of contract to the successful Proposer.
- E. Bid security is required unless otherwise noted in the Bid Summary provided to the Bid/Providers.

**V. 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.

**VI. Qualification of Proposer**

- A. Schenectady County may make such investigations as 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



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request, all such information requested to complete the investigation. Conditional Proposals will not be accepted.

**VII. Disqualification**

- A. Proposals received from Proposers who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Proposal may be rejected if the Proposer cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A Proposal may be rejected if the Proposer is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.
- B. Schenectady 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.
- C. Proposals may be considered irregular and may be subject to rejection for the following reasons:
  - 1. If the Proposal is on a form other than that furnished by Schenectady County, or, if the Schenectady County's form is altered, or, if any part of the proposing documents is detached.
  - 2. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the Proposal incomplete, indefinite, or otherwise ambiguous.
  - 3. If the Proposal is not accompanied by the Bid Security as specified by Schenectady County.

**VIII. Non-Collusive Certificate**

- A. All Proposers submitting proposals 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 Certificate is required to be submitted with each Proposal on the form provided by the County.

**IX. Proposal Form**

- A. Proposal Form is attached hereto; additional copies may be obtained from the County.

- B. Proposals must be made on the Proposal Form provided by the County. The Proposal Form must be completed in ink or by typewriter. The Proposal Form must also be signed by an authorized representative of the Proposer.
- C. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- D. Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- E. All names must be printed or typed below the signature.
- F. The Proposal must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Proposal Form).
- G. The address to which communications regarding the Proposal are to be directed must be included on the Proposal Form.

**X. Specification Clarification**

- A. All inquiries with respect to this Request for Proposals must be directed to the Schenectady County Purchasing Department via email to [purchasing@schenectadycountyny.gov](mailto:purchasing@schenectadycountyny.gov)
- B. All questions about the meaning or intent of the specification must be submitted to the aforementioned department in writing. Replies will be issued by Addenda via email to all parties recorded as having received the proposing documents.
- C. Addenda will also be posted on the Bidnet Bid System.
- D. Questions received less than three (3) days prior to the date of submission of Proposals will not be answered. This timetable may be overridden by a specified "Last Date for Submission of Questions" within the proposing documents, Proposal Summary Sheet, or Project Timetable.
- E. The County will be bound by responses given by formal written Addenda only.



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**XI. Proposal Evaluation**

- A. Proposals shall remain valid until:
  - 1. the execution of a contract by Schenectady County; or
  - 2. the award of a purchase order by Schenectady County; or
  - 3. as otherwise rejected by Schenectady County; or
  - 4. 45 days after Proposal opening.
- B. Proposals received will be evaluated by Schenectady County and will be based, as a minimum, upon the following criteria:
  - 1. Lowest total Proposal cost and projected timetable for completion of services and/or delivery of goods described herein;
  - 2. Completeness of the Proposal; and
  - 3. Proposer's demonstrated capabilities and professional qualifications.
- C. The County reserves the right to purchase items pursuant to General Municipal Law 104 from New York State contracts, other County contracts, or New York State Preferred Sources within its discretion.
- D. For those requests for Proposal issued as requests for Proposals at the item level:
  - 1. The County reserves the right to award the contract on a per item, category, or aggregate basis, whichever is most beneficial to the County of Schenectady.
  - 2. Proposers need NOT submit Proposals for all items listed to be eligible for an award of the contract.

**XII. 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.
- B. If, prior to awarding of the contract or within three days after opening, whichever period is shorter, 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 bid security will be returned.

**XIII. Award of Proposal**

- A. Award will be made as determined to be in the best interest of a Schenectady County.
- B. All offers received shall be net cost to the County of Schenectady. The County shall not be responsible for any additional costs; including, but not limited to, overtime required by the vendor to meet the appropriate deadlines.
- C. The apparent successful Proposer will be issued a Notice of Award in the form of a Schenectady County purchase order or contract.
- D. The County reserves the right to purchase items pursuant to General Municipal Law 104 from New York State Contracts, other County contracts, or New York State Preferred Sources within its discretion.
- E. No successful Proposer to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Schenectady County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Schenectady County of an attachment against the Successful Proposer, the County of Schenectady shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

**XIV. 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.

**XV. Delivery and Payment**

- A. **All Proposal prices shall include freight and shall be quoted F.O.B. destination.**
- B. Schenectady County operates a formal Purchase Order System. Under **NO** circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor, who delivers items which are not ordered, or who duplicates or overships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to Schenectady County.
- C. All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in the Proposal Specifications or Summary Sheet, or as otherwise agreed upon between the vendor and the Purchasing Department.
- D. Unless otherwise specified by the County, inside delivery is required. Some delivery locations are not equipped with loading docks and no additional compensation shall be paid to vendors for inside delivery at those locations.
- E. Orders will be placed on an "As Needed" basis by Schenectady County departments. **There will be no minimum order amounts required.** Proposals stipulating minimum quantity of dollar value orders may be rejected by Schenectady County at its sole discretion.
- F. Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.
- G. **COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.**

**XVI. Indemnification**

- A. The successful Proposer 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

**XVII. 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:
  1. 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, gender, marital status, military status, sexual orientation 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;
  2. 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, gender, marital status, military status, sexual orientation or national origin;
  3. 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;
  4. 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
  5. The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within



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the territorial limits of the state of New York.

**XVIII. Interpretation**

- 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 bidder/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 or bid.

**XIX. Equivalent Goods**

- A. Manufacturers name brands are listed to indicate minimum requirements and proposing may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by Proposer to support equivalency. In the event of any claim by any unsuccessful Proposer concerning or relating to the issue of "equal or better" or "or equal", the successful Proposer agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Schenectady free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.
- B. UPON REQUEST ONLY, unless otherwise notated in the Proposal specifications, vendors are required to submit a sample of each item quoted **within 72 hours** of request to the Schenectady County Purchasing Department or to any political subdivision or authorized districts located in the state of New York. It is the Proposer's responsibility to assure that the Schenectady County Purchasing Department has received the sample. Schenectady County will not be responsible for any charges incurred by the vendor for the provision, packaging, shipping, or return of samples. Items submitted shall be clearly and securely marked for identification, as per the specifications. Labels showing manufacturer and fabric content should be attached to all samples. The awarded vendors' samples will be retained by the Department for the duration of the quote, for verification of future deliveries.

**XX. Insurance Requirements**

- A. See attached Standard Provisions

- B. No work shall be commenced under the contract or purchase order until the successful Proposer has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the contract to be procured by the successful Proposer.
- C. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the County, be forthwith declared suspended, discontinued or terminated.
- D. Failure of the successful Proposer to procure and maintain any required insurance shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

**XXI. Prevailing Wage-As applicable.**

- A. All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Schedule of Wages.
- B. All vendors submitting Proposals agree to conform to all current NYS Department of Labor and prevailing wage laws. The County has applied for and has received a PRC number for this project, which has been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (585) 258-4505. Actual rates are available via the internet at: [http://198.22.236.39/prevailing\\_wage\\_home.shtml](http://198.22.236.39/prevailing_wage_home.shtml) or from the Schenectady County Purchasing Department at the address listed on the Notice to Proposers.



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- C. Payrolls and Payroll Records: Every contractor and subcontractor **MUST** keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provide, and Daily and weekly number of hours worked in each classification.
- D. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall receive and maintain such payrolls.

**XXII. Apprenticeship Training Program (Not applicable)**

- A. This section is applicable to construction contracts of \$200,000 or more.
- B. In accordance with Schenectady County Legislative Resolution No. 22 of February 11, 2003 and Section 816-b of the new York State Labor Law, **contractors and subcontractors of County construction contracts of \$200,000 or more** shall have in place agreements providing appropriate apprenticeship training programs approved by the Commissioner of the Department of Labor for the type and scope of work to be performed at the time of Proposal submission. These agreements shall conform to the procedures and requirements set forth in Section 816-b of the New York State Labor Law.

**XXIII. Affirmative Action Requirements (Not applicable)**

- A. This section is applicable to construction contracts of \$200,000 or more.
- B. It is the policy of the County of Schenectady that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in

excess of \$200,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Schenectady that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

- C. In proposing on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.
- D. In an effort to assist contractors with compliance attached you will find the following documents attached: Affirmative Action WMBE Utilization Policy and Affirmative Action Compliance Forms.

**XXIV. Iranian Energy Sector Divestment**

- A. Contractor/Proposer hereby represents that said Contractor/Proposer is familiar with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:
1. 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.
  2. 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 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 Proposer pursuant to Section 103 of the New York State General Municipal Law.



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C. Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Proposals/Request for proposals must certify and affirm the following under penalties of perjury:

1. “By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each Proposer is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).” Schenectady County
2. will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
3. Except as otherwise specifically provided herein, any Bid/Proposal that is supplied without having complied with subdivision (a) above, shall not be considered forward. 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 Proposal 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:
  - 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 in engaging in any new investments in Iran; or
  - b. 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

would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

**XXV. Executive Order No. 14: Russian Divestment**

- A. Pursuant to New York State Executive Order No. 14 filed February 27, 2022, which generally prohibits the County of Schenectady from entering into contracts with persons engaged in investment activities with a "Russian-entity" or a "Supporting-entity", as defined in the Executive Order

**XXVI. Disclosure of Non-Responsibility Determinations**

- B. In accordance to New York State Finance Law §139-k(2) a Governmental Entity is obligated 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).
- C. 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



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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).*

**XXVII. Extension of Proposals to All Political Subdivisions and Authorized Districts Located in the State of New York**

- 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 materials, equipment or supplies from the resulting Proposal award.
- B. No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when Proposals 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 and inspection 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 Proposer.
- E. Upon request, participating entities must furnish the successful Proposer with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)
- F. The sole responsibility in regard to performance of the Proposal, 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 Proposal 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 Proposal.

**XXVIII. 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.*
  - 1. *Civil Rights Restoration Act of 1987*
  - 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**hereby notifies all Proposers 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 Proposals 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.schenectadycountyny.gov/AffirmativeAction>.

- XXIX.** Pursuant to State Finance Law §139-j and §139-k, this solicitation includes and imposes certain restrictions on communications between the County and a Proposer during the procurement process. A Proposer is restricted from contacting other than the designated staff from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract (or Purchase Order) unless it is a contract that is included amount certain statutory exceptions set forth in State Finance Law §139-j(3)(a). County Employee are required to obtain certain information when contacted during the restricted period. The



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designated staff contact is the Purchasing Agent or their representative, 518.388.4240, [purchasing@schenectadycountyny.gov](mailto:purchasing@schenectadycountyny.gov). Proposers responding to this RFP must familiarize themselves with these State Finance Law requirements and will be expected to affirm they understand and agree to comply on the form included with the Proposal.



### 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



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.schenectadycountyny.gov](http://www.schenectadycountyny.gov).

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 negligent act, omission or other fault of the Contractor, its subcontractors, 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.



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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. 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,



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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, [www.schenectadycountyny.gov/affirmative-action](http://www.schenectadycountyny.gov/affirmative-action)

**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.



**FOR CORPORATE BIDDERS ONLY**

RESOLVED, that \_\_\_\_\_ be authorized to sign and submit

(Name of Corporation)

the bid or proposal of this corporation for the following project:

And to include in such bid or proposal the certificate as to non-collusion required by action one hundred three-dollars of the General Municipal Law as the act or deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidders shall be liable under penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by  
\_\_\_\_\_ Corporation at a meeting of its Board of Directors  
held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(SECRETARY)

(SEAL)



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

- 1.) By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal, 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 Proposal 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 Proposer or with any competitor;
  - b.) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
  - c.) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- 2.) A Proposal 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 Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the Proposal a signed statement which sets forth in detail the reasons thereof. Where (a), (b), and (c) above have not been complied with, the Proposal 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 Proposal is made determines that such disclosure was not made for the purpose of restricting competition.
- 3.) The fact that a Proposer 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 Proposal, does not constitute, without more, a disclosure within the meaning of paragraph 1 above.
- 4.) Any Proposal hereafter made to any political subdivision of the state or any public department, agency, or official thereof by a corporate Proposer for work or services performed or to be performed or goods sold or to be sold, where competitive Proposals are required by statute, rule, regulation, local law, and where such Proposal 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 Proposer, and such authorization shall be deemed to include the submission of the Proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date



**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 Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer 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 Proposal 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:
  1. 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
  2. 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 Pursuant to NYS  
Executive Order No. 14  
Russian Divestment**

Pursuant to New York State Executive Order No. 14 filed February 27, 2022, which generally prohibits the County of Schenectady from entering into contracts with persons engaged in investment activities with a "Russian-entity" or a "Supporting-entity", as defined in the Executive Order, the bidder/proposer submits the following certification:

**PROPOSER'S CERTIFICATION**

By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint proposal 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/proposer is not a Russian-entity or a supporting entity pursuant to New York State Executive Order No. 14 filed February 27, 2022.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date



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**Disclosure of Prior Non-Responsibility Determinations**

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 Proposal 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 Proposal 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: \_\_\_\_\_

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 OF COMPLIANCE FOR THE  
PREVENTION OF SEXUAL HARASSMENT**

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

[Please Check One]

**PROPOSER’S CERTIFICATION**

- ☐ By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that the Proposer 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 foregoing Certification is in all respects true and accurate.

|              |
|--------------|
| _____        |
| Signature    |
| _____        |
| Printed Name |
| _____        |
| Title        |
| _____        |
| Date         |



## Sexual Harassment Policy for All Employers in New York State



Combating  
Sexual Harassment

**This model policy is a template that can be used by employers to meet the New York State Labor Law requirements for a sexual harassment prevention policy. Employers are encouraged to tailor this policy to their individual needs, though as the minimum standard, no section in this policy should be omitted. The list of examples provided in this model policy is not meant to be exhaustive.**

### Purpose and Goals

Schenectady County is committed to maintaining a workplace free from harassment and discrimination. Sexual harassment is a form of workplace discrimination that subjects an employee to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but Schenectady County recognizes that discrimination can be related to or affected by other identities beyond gender. Under the New York State Human Rights Law, it is illegal to discriminate based on sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or status as a victim of domestic violence. Our different identities impact our understanding of the world and how others perceive us. For example, an individual's race, ability, or immigration status may impact their experience with gender discrimination in the workplace. While this policy is focused on sexual harassment and gender discrimination, the methods for reporting and investigating discrimination based on other protected identities are the same. The purpose of this policy is to teach employees to recognize discrimination, including discrimination due to an individual's intersecting identities, and provide the tools to take action when it occurs. All employees, managers, and supervisors are required to work in a manner designed to prevent sexual harassment and discrimination in the workplace. This policy is one component of Schenectady County's commitment to a discrimination-free work environment.

#### Goals of this Policy:

Sexual harassment and discrimination are against the law. After reading this policy, employees will understand their right to a workplace free from harassment. Employees will also learn what harassment and discrimination look like, what actions they can take to prevent and report harassment, and how they are protected from retaliation after taking action. The policy will also explain the investigation process into any claims of harassment. Employees are encouraged to report sexual harassment or discrimination by filing a complaint internally with Schenectady County. Employees can also file a complaint with a government agency or in court under federal, state, or local antidiscrimination laws. To file an employment complaint with the New York State Division of Human Rights, please visit <https://dhr.ny.gov/complaint>. To file a complaint with the United States Equal Employment Opportunity Commission, please visit <https://www.eeoc.gov/filing-charge-discrimination>.

*Adoption of this policy does not constitute a 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.*



## **Sexual Harassment and Discrimination Prevention Policy:**

1. Schenectady County's policy applies to all employees, applicants for employment, and interns, whether paid or unpaid. The policy also applies to additional covered individuals. It applies to anyone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in our workplace. These individuals 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 through a contract with Schenectady County. For the remainder of this policy, we will use the term "covered individual" to refer to these individuals who are not direct employees of the company.
2. Sexual harassment is unacceptable. Any employee or covered individual who engages in sexual harassment, discrimination, or retaliation will be subject to action, including appropriate discipline for employees. In New York, harassment does not need to be severe or pervasive to be illegal. Employees and covered individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in sexual harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate. All claims of sexual harassment will be promptly addressed and resolved within a reasonable timeframe. Absent an extension for good cause, the County of Schenectady will typically complete its investigation within 45 days from the date of the receipt of the formal complaint. The County of Schenectady will consider and implement interim measures throughout the process as appropriate to ensure the safety, well-being, and equal access to employment opportunities of its employees.
3. Retaliation is prohibited. Any employee or covered individual that reports an incident of sexual harassment or discrimination, provides information, or otherwise assists in any investigation of a sexual harassment or discrimination complaint is protected from retaliation. No one should fear reporting sexual harassment if they believe it has occurred. So long as a person reasonably believes that they have witnessed or experienced such behavior, they are protected from retaliation. Any employee of Schenectady County who retaliates against anyone involved in a sexual harassment or discrimination investigation will face disciplinary action, up to and including termination. All employees and covered individuals working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager, the Human Resources Director or Safety Officer (the Safety Officer is the Employee Health and Safety Program Manager) in the Human Resources Department. All employees and covered individuals who believe they have been a target of such retaliation may also seek relief from government agencies, as explained below in the section on [Legal Protections](#).
4. Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful, and may subject Schenectady County to liability for the harm experienced by targets of discrimination. Harassers may also be individually subject to liability and employers or supervisors who fail to report or act on harassment may be liable for aiding and abetting such behavior. Employees at every level who engage in harassment or discrimination, including managers and



supervisors who engage in harassment or discrimination or who allow such behavior to continue, will be penalized for such misconduct.

5. Schenectady County will conduct a prompt and thorough investigation that is fair to all parties. An investigation will happen whenever management receives a complaint about discrimination or sexual harassment, or when it otherwise knows of possible discrimination or sexual harassment occurring. Schenectady County will keep the investigation confidential to the extent possible. If an investigation ends with the finding that discrimination or sexual harassment occurred, Schenectady County will act as required. In addition to any required discipline, Schenectady County will also take steps to ensure a safe work environment for the employee(s) who experienced the discrimination or harassment. All employees, including managers and supervisors, are required to cooperate with any internal investigation of discrimination or sexual harassment. All investigations will be undertaken by an investigator without bias or conflict of interest. In the event that it is determined that an assigned investigator possesses either bias or conflict of interest, real or perceived, the County will assign a different investigator to conduct the investigation.
6. All employees and covered individuals are encouraged to report any harassment or behaviors that violate this policy. All employees will have access to a complaint form to report harassment and file complaints. Use of this form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. An employee or covered individual who prefers not to report harassment to their manager or employer may instead report harassment to the New York State Division of Human Rights and/or the United States Equal Employment Opportunity Commission. Complaints may be made to both the employer and a government agency. Complaints may be submitted to the County of Schenectady Human Resources Department either verbally, in person, or in writing. The email address for the County of Schenectady Human Resources Department is [Leela.Moore@schenectadycountyny.gov](mailto:Leela.Moore@schenectadycountyny.gov).

Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to the Schenectady County Human Resources Department.

7. This policy applies to all employees and covered individuals, such as contractors, subcontractors, vendors, consultants, or anyone providing services in the workplace, and all must follow and uphold this policy. This policy must be provided to all employees in person or digitally through email upon hiring and will be posted prominently in all work locations. For those offices operating remotely, in addition to sending the policy through email, it will also be available on the organization's shared network.

### **What Is Sexual Harassment?**

Sexual harassment is a form of gender-based discrimination that 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 is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination including



gender role stereotyping and treating employees differently because of their gender.

Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A transgender person is someone whose gender is different than the sex they were assigned at birth. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual's gender identity is a necessary first step in establishing a safe workplace.

Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, the Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which an employee or covered individual is treated worse because of their gender (perceived or actual), sexual orientation, or gender expression is considered a violation of Schenectady County's policy. The intent of the behavior, for example, making a joke, does not neutralize a harassment claim. Not intending to harass is not a defense. The impact of the behavior on a person is what counts. Sexual harassment includes any unwelcome conduct which is either directed at an individual because of that individual's gender identity or expression (perceived or actual), or is of a sexual nature when:

- The purpose or effect of this behavior unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. The impacted person does not need to be the intended target of the sexual harassment;
- Employment depends implicitly or explicitly on accepting such unwelcome behavior; or
- Decisions regarding an individual's employment are based on an individual's acceptance to or rejection of such behavior. Such decisions can include what shifts and how many hours an employee might work, project assignments, as well as salary and promotion decisions.

There are two main types of sexual harassment:

- Behaviors that contribute to a **hostile work environment** include, but are 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, gender identity, or gender expression. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory statements which an employee finds offensive or objectionable, causes an employee discomfort or humiliation, or interferes with the employee'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 or covered individual who feels harassed is encouraged to report the behavior so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be discrimination and is covered by 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. **This list is just a sample of behaviors and should not be considered exhaustive.** Any employee who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it:

- Physical acts of a sexual nature, such as:
  - o Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body, or poking another employee's body; or
  - o Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy (please contact local law enforcement if you wish to pursue criminal charges).
- Unwanted sexual comments, advances, or propositions, such as:
  - o Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits;
    - This can include sexual advances/pressure placed on a service industry employee by customers or clients, especially those industries where hospitality and tips are essential to the customer/employee relationship;
  - o Subtle or obvious pressure for unwelcome sexual activities; or
  - o Repeated requests for dates or romantic gestures, including gift-giving.
- Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history which create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when employees are working remotely can create a similarly hostile work environment.
- Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:
  - o Remarks regarding an employee's gender expression, such as wearing a garment typically associated with a different gender identity; or
  - o Asking employees to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.



- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
  - o 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;
  - o This also extends to the virtual or remote workspace and can include having such materials visible in the background of one's home during a virtual meeting.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:
  - o Interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - o Sabotaging an individual's work;
  - o Bullying, yelling, or name-calling;
  - o Intentional misuse of an individual's preferred pronouns; or
  - o Creating different expectations for individuals based on their perceived identities:
    - Dress codes that place more emphasis on women's attire;
    - Leaving parents/caregivers out of meetings.

### **Who Can be a Target of Sexual Harassment?**

Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassment does not have to be between members of the opposite sex or gender. New York Law protects employees and all covered individuals described earlier in the policy. **Harassers can be anyone in the workplace.** A supervisor, a supervisee, or a coworker can all be harassers. Anyone else in the workplace can also be harassers including an independent contractor, contract worker, vendor, client, customer, patient, constituent, or visitor.

Sexual harassment does not happen in a vacuum and discrimination experienced by an employee can be impacted by biases and identities beyond an individual's gender. For example:

- Placing different demands or expectations on black women employees than white women employees can be both racial and gender discrimination;
- An individual's immigration status may lead to perceptions of vulnerability and increased concerns around illegal retaliation for reporting sexual harassment; or
- Past experiences as a survivor of domestic or sexual violence may lead an individual to feel re-traumatized by someone's behaviors in the workplace.

Individuals bring personal history with them to the workplace that might impact how they interact with certain behavior. It is especially important for all employees to be aware of how words or actions might impact someone with a different experience than their own in the interest of creating a safe and equitable workplace.



## **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 or industry sponsored events or parties. Calls, texts, emails, and social media usage by employees or covered individuals can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices, or during non-work hours.

Sexual harassment can occur when employees are working remotely from home as well. Any behaviors outlined above that leave an employee feeling uncomfortable, humiliated, or unable to meet their job requirements constitute harassment even if the employee or covered individual is at home when the harassment occurs. Harassment can happen on virtual meeting platforms, in messaging apps, and after working hours between personal cell phones.

## **Retaliation**

Retaliation is unlawful and is any action by an employer or supervisor that punishes an individual upon learning of a harassment claim, that seeks to discourage a worker or covered individual from making a formal complaint or supporting a sexual harassment or discrimination claim, or that punishes those who have come forward. These actions need not be job-related or occur in the workplace to constitute unlawful retaliation. For example, threats of physical violence outside of work hours or disparaging someone on social media would be covered as retaliation under this policy.

Examples of retaliation may include, but are not limited to:

- Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- Publicly releasing personnel files;
- Refusing to provide a reference or providing an unwarranted negative reference;
- Labeling an employee as "difficult" and excluding them from projects to avoid "drama;"
- Undermining an individual's immigration status; or
- Reducing work responsibilities, passing over for a promotion, or moving an individual's desk to a less desirable office location.

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 or discrimination, either internally or with any government agency;
- Testified or assisted in a proceeding involving sexual harassment or discrimination under the Human Rights Law or any other anti-discrimination law;
- Opposed sexual harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of suspected harassment;
- Reported that another employee has been sexually harassed or discriminated against; 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**

**Everyone must work toward preventing sexual harassment, but leadership matters. Supervisors and managers have a special responsibility to make sure employees feel safe at work and that workplaces are free from harassment and discrimination.** Any employee or covered individual is encouraged to report harassing or discriminatory behavior to a supervisor, manager or the Director of Human Resources or Safety Officer in the Schenectady County 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 Schenectady County Human Resources Department.

Reports of sexual harassment may be made verbally or in writing. A written complaint form is attached to this policy if an employee would like to use it, but the complaint form is not required. Employees who are reporting sexual harassment on behalf of other employees may use the complaint form and should note that it is on another employee's behalf. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another employee is also acceptable.

Employees and covered individuals who believe they have been a target of sexual harassment may at any time seek assistance in additional available forums, as explained below in the section on [Legal Protections](#).

## **Supervisory Responsibilities**

Supervisors and managers have a responsibility to prevent sexual harassment and discrimination. All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing or discriminatory behavior, or for any reason suspect that sexual harassment or discrimination is occurring, are required to report such suspected sexual harassment to the Director of Human Resources or Safety Officer in the Human Resources Department. Managers and supervisors should not be passive and wait for an employee to make a claim of harassment. If they observe such behavior, they must act.

Supervisors and managers can be disciplined if they engage in sexually harassing or discriminatory behavior themselves. Supervisors and managers can also be disciplined for failing to report suspected sexual harassment or allowing sexual harassment to continue after they know about it.

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



While supervisors and managers have a responsibility to report harassment and discrimination, supervisors and managers must be mindful of the impact that harassment and a subsequent investigation has on victims. Being identified as a possible victim of harassment and questioned about harassment and discrimination can be intimidating, uncomfortable and re-traumatizing for individuals. Supervisors and managers must accommodate the needs of individuals who have experienced harassment to ensure the workplace is safe, supportive, and free from retaliation for them during and after any investigation.

### **Bystander Intervention**

Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is **required** to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.

1. A bystander can interrupt the harassment by engaging with the individual being harassed and distracting them from the harassing behavior;
2. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
3. A bystander can record or take notes on the harassment incident to benefit a future investigation;
4. A bystander might check in with the person who has been harassed after the incident, see how they are feeling and let them know the behavior was not ok; and
5. If a bystander feels safe, they can confront the harassers and name the behavior inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace. Any employee witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is required to report it.

### **Complaints and Investigations of Sexual Harassment**

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. An investigation of any complaint, information, or knowledge of suspected sexual harassment will be prompt, thorough, and started and completed as soon as possible. The investigation will be kept confidential to the extent possible. All individuals involved, including those making a harassment claim, witnesses, and alleged harassers deserve a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. Schenectady County will take disciplinary action against anyone engaging in retaliation against employees who file complaints, support another's complaint, or participate in harassment



investigations.

Schenectady County recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize an employee. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

While the process may vary from case to case, investigations will be done in accordance with the following steps. Upon receipt of a complaint, Schenectady County Human Resources Department:

1. Will conduct a prompt review of the allegations, assess the appropriate scope of the investigation, and take any interim actions (for example, instructing the individual(s) about whom the complaint was made to refrain from communications with the individual(s) who reported the harassment), as appropriate. If complaint is verbal, request that the individual completes the complaint form in writing. If the person reporting prefers not to fill out the form, Schenectady County Human Resources Department will prepare a complaint form or equivalent documentation based on the verbal reporting;
2. Will take steps to obtain, review, and preserve documents sufficient to assess the allegation, including documents, emails or phone records that may be relevant to the investigation. The Schenectady County Human Resources Department or Schenectady County Attorney's office at the direction of the Schenectady County Manager will consider and implement appropriate document request, review and preservation measures, including for electronic communications;
3. Will seek to interview all parties involved, including any relevant witnesses;
4. Will create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
  - a. A list of all documents reviewed, along with a detailed summary of relevant documents;
  - b. A list of names of those interviewed, along with a detailed summary of their statements;
  - c. A timeline of events;
  - d. A summary of any prior relevant incidents disclosed in the investigation, reported or unreported; and
  - e. The basis for the decision and final resolution of the complaint, together with any corrective action(s).
5. Will keep the written documentation and associated documents in a secure and confidential location;
6. Will promptly notify the individual(s) who reported the harassment and the individual(s) about whom the complaint was made that the investigation has been completed and implement any corrective actions identified in the written document; and
7. Will inform the individual(s) 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 Schenectady County, but it is also prohibited by state, federal, and, where applicable, local law.

The internal process outlined in the policy above is one way for employees to report sexual harassment. Employees and covered individuals 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 also seek the legal advice of an attorney.

### **New York State Division of Human Rights:**

The New York State Human Rights Law (HRL), N.Y. Executive Law, art. 15, § 290 *et seq.*, applies to all employers in New York State and protects employees and covered individuals, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the New York State Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints of sexual harassment filed with DHR may be submitted any time **within three years** of the harassment. If an individual does not file a complaint with DHR, they can bring a lawsuit directly in state court under the Human Rights Law, **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 Schenectady County to does not extend your time to file with DHR or in court. The three years are counted from the 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.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases receive a public hearing before an administrative law judge. If sexual harassment is found at the hearing, DHR has the power to award relief. Relief varies but it may include requiring your employer to take action to stop the harassment, or repair the damage caused by the harassment, including paying of monetary damages, punitive 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](http://www.dhr.ny.gov).

Go to [dhr.ny.gov/complaint](http://dhr.ny.gov/complaint) for more information about filing a complaint with DHR. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.



Call the DHR sexual harassment hotline at **1(800) HARASS3** for more information about filing a sexual harassment complaint. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone.

### **The United States Equal Employment Opportunity Commission:**

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act, 42 U.S.C. § 2000e *et seq.* An individual can file a complaint with the EEOC anytime within 300 days from the most recent incident of 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](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov).

If an individual filed an administrative complaint with the New York State Division of Human Rights, DHR will automatically 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 or discrimination with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 22 Reade Street, 1st Floor, New York, New York; call 311 or (212) 306-7450; or visit [www.nyc.gov/html/cchr/html/home/home.shtml](http://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. Those wishing to pursue criminal charges are encouraged to contact their local police department.



## **Conclusion**

The policy outlined above is aimed at providing employees at Schenectady County and covered individuals an understanding of their right to a discrimination and harassment free workplace. All employees should feel safe at work. Though the focus of this policy is on sexual harassment and gender discrimination, the New York State Human Rights law protects against discrimination in several protected classes including sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or domestic violence survivor status. The prevention policies outlined above should be considered applicable to all protected classes.