



PURCHASING DEPARTMENT

COUNTY OF STEUBEN

3 EAST PULTENEY SQUARE
BATH, NEW YORK 14810-1510
(607) 664-2484

LEGAL NOTICE

Notice is hereby given that the Finance Committee of the Steuben County Legislature and the Commissioner of Finance will receive sealed proposals for a qualified auctioneering firm with technical expertise and licensed real estate broker authorized under the laws of the State of New York to conduct public auctions of the County's real property acquired through a tax foreclosure process according to Article 11 of the NYS Real Property Tax Law, document # GC-17-001-P.

Specifications, proposal forms and general provisions are available at the Purchasing Department, 3 East Pulteney Square, Bath, New York 14810. The telephone number is 607-664-2484. These documents are also available on the Steuben County website, www.steubencony.org.

Interested parties assume all responsibility to acquire information and forms.

To be considered, proposals must be submitted on the Steuben County forms supplied and delivered in a sealed opaque envelope. Proposals will be received at the Purchasing Department until 1:30 P.M. local time on April 7, 2017; at which time proposals will be opened and acknowledged as received.

Steuben County retains the right to reject any or all proposals and to withdraw this solicitation at any time.

Dated: January 18, 2017

Andrew G. Morse
Director of Purchasing

Request for Proposals:
Auctioneer Services; document #GC-17-001-P

OBJECTIVE

Steuben County is seeking the professional technical expertise of a qualified auctioneering firm and licensed real estate broker authorized under the laws of the State of New York to conduct public auctions of the County’s real property acquired through a tax foreclosure process according to Article 11 of the NYS Real Property Tax Law. Auctions shall be of real property including buildings/improvements, but shall not include the personal property of the former owner(s). The properties are sold “as is, where is” without warranty expressed or implied, and such other conditions as are enumerated in the *Notice to Bidders and Terms of Sale* approved by the governing body. The annual auction has traditionally been held in July at the Haverling High School auditorium in Bath, NY, although the auction may be held elsewhere.

Steuben County has sold the following number of properties acquired through tax sale proceedings in the past three (3) years.

2016 - 69 parcels	Gross Proceeds - \$ 669,350
2015 - 111 parcels	Gross Proceeds - \$ 1,076,150
2014 - 62 parcels	Gross Proceeds - \$ 761,050

REFERENCES

Any response to this request for proposal shall contain as a minimum at least three (3) references with contact names and phone numbers where the proposer has completed projects similar in nature.

COMPENSATION

Proposers shall itemize the calculation of the proposed total compensation required for services including for example: a percentage of the auction sales, the buyer’s premium, a flat fee, reimbursement of expenses, and/or a per unit price.

SELECTION AND AWARD

Selection shall only be made from proposals submitted by qualified, responsive, and responsible entities who sufficiently meet the terms, conditions and specifications stated herein.

The award of this contract will be based on: total cost of this service, (both to the County and to the prospective purchasers); the proposed marketing/advertising plan; proposed strategies to enhance revenue; and the specialization and experience of the proposer in Real Property Tax Foreclosure Sales and Services.

Determination is not made at the opening. All submitted proposals are subject to final review and acceptance of the appropriate committee(s) of the Steuben County Legislature.

Receipt of proposals by the County shall not be construed as authority to bind the County.

TERM OF AGREEMENT

This RFP is for a contract beginning May 1, 2017, and ending December 31, 2017. Additionally, any contract awarded may be renewed, by mutual consent, up to four (4) one (1) year terms from the initial year.

CANCELLATION OF CONTRACT:

Steuben County reserves, as its right, the right to cancel the contract(s) resulting from an award of this solicitation at any time during the contract period, without penalty to Steuben County and without stated reason, by delivering a written ten (10) day notice of intent to the contractor(s) or its representative(s). Said notification mailed to the contractor or its representative via the US Postal Service; First Class Mail shall be considered sufficient and delivered.

ASSIGNABILITY

The contractor shall not assign, transfer, convey, subcontract, sublet or other-wise dispose of all or portions of the contract; and/or work to be performed as a result of the contract; or its right, title or interest therein, or its power to execute such contract, or its responsibility therein to any other person, company or corporation, without the prior written consent of the Steuben County Administrator and the Administration Committee.

INSURANCE

- a) This quote document includes an information sheet entitled "Steuben County Standard Insurance Requirements".

These requirements establish the minimum insurance(s) which the awardee(s) shall have in effect prior to entering into a contract to do business with Steuben County. Said insurance(s) are required to remain in effect throughout the term of the contract(s).

In the event that the awardee's insurance lapses during the term of the contract, the County reserves, as its right, the right to cancel the awardee's contract(s) and to purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to Steuben County being charged to the awardee. Credit shall not be issued to the awardee where open market cost(s) to the County are less than the cost(s) contracted with the awardee.

- b) Steuben County shall be named as an additional insured in the contractor's policy for all intents and purposes of contract(s) issued as a result of an award of this

quote. The quote document number and quote title shall be referenced in the description/additional comments section of the certificate of insurance form.

Additional insured and certificate holder *must only read*: Steuben County, 3 E. Pulteney Square, Bath, NY 14810.

- c) Each awardee shall submit an original of its Certificate of Insurance, which indicates the contractor's compliance with the above sections a) and b) to Steuben County Purchasing Department, 3 E. Pulteney Square, Bath, NY 14810.
- d) The Certificate of Insurance must be approved by the County Risk Manager prior to the contractor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.
- e) Self-employed awardees must carry Worker's Compensation coverage as directed by the Steuben County Risk Manager. Awardee shall submit an original Certificate of NYS Worker's Compensation Insurance Coverage form WC 88 31 21 C, which indicates the contractor's compliance, to be approved by the County Risk Manager prior to the contractor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.

Worker's Compensation Insurance Exemption: Contractors claiming to be exempt from the requirement to carry/provide Workers' Compensation Insurance shall submit a fully executed CE-200 form; the form to be complete, notarized, and stamped as received by the New York State Workers' Compensation Board.

NON-COLLUSIVE BIDDING CLAUSE AND CERTIFICATE:

- a) Clause –
"By submission of this bid, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - 1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

- b. The contractor shall submit a signed and dated Non-Collusive Bidding Certificate with its bid. Said certificate is mandated by Chapter 956 of the Laws of New York State, pursuant to Section 103-D of the General Municipal Law. Reference the "NON-COLLUSIVE BIDDING CERTIFICATE" form included in this bid document.

HOLD HARMLESS CLAUSE AND FORM:

- a) Clause –
"The contractor agrees that it shall at all times save harmless the County of Steuben from all claims, damages or judgements or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of the contractor and in particular as may arise from the performance under this contract. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury."
- b) The contractor shall submit a signed and dated Hold Harmless Clause form with its bid. Reference the "HOLD HARMLESS CLAUSE" form included in this bid document.

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION:

Contractor hereby represents that said contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment".

By submission of this proposal, each contractor and each person signing on behalf of any contractor 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 contractor is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

The contractor shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its proposal.

Said certificate is mandated by Section 103-g of the General Municipal Law. Reference the Iranian Energy Sector Divestment Certificate form included in this document.

ADDENDUM/ADDENDA

If an addendum has been issued prior to the County's receipt of proposals, Steuben County shall attempt to notify potential respondents known to have received the proposal documents and whose contact information is on file with the County. Steuben

County does not ensure the potential respondent receipt of addendum. It shall be the responsibility of each proposer, prior to submitting its proposal to contact the Director of Purchasing, 607-664-2484, to determine if an addendum has been issued.

CIVIL RIGHTS

The County of Steuben, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Labor Law; Article 8 - Public Work, Section 220e hereby notifies all proposers that it will affirmatively ensure that any contract awarded as a result of this proposal solicitation will be awarded without discrimination on the grounds of race, color, sex or natural origin.

SUBMISSION OF PROPOSALS

- a) The proposer shall submit three (3) sets of its proposal, including all required documents.
- b) The proposal shall be submitted in a sealed opaque envelope marked on the outside with: the respondent's name and address and the designation: "Sealed Proposal: Auctioneering Services".

The envelope shall be addressed to Andrew G. Morse, Director of Purchasing, Steuben County Office Building, 3 East Pulteney Square, Bath, New York 14810.

- c) Proposals shall be received at the Purchasing Department until 1:30 P.M. local time on Friday, April 7, 2017, at which time bids shall be opened and acknowledged as received.
- d) Facsimile transmitted proposals are not acceptable and shall be rejected.
- e) Security procedures are in effect at the Steuben County Office Building. Interested parties, especially respondents who intend to hand deliver, should allow sufficient time for any delay that may arise as a result of security procedures. To be considered "delivered on time", a submission must be received at the Purchasing Department by the appointed hour.

LATE PROPOSALS

Proposer shall bear sole responsibility for the delivery of their proposal in a timely manner. Reliance upon the U.S. Postal Service or other carriers is at the proposer's risk. Late proposals shall not be considered and shall be returned unopened.

RIGHT TO SEEK CLARIFICATION, ACCEPT OR REJECT PROPOSAL(S)

Steuben County reserves as its right to require clarification for the purpose of assuring a full understanding of the bidder's responsiveness to the solicitation requirements.

The County of Steuben reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers, or to cancel the entire or any part of this RFP, if it is deemed in the best interest of the County to do so.

INFORMATION TO BE INCLUDED IN THE PROPOSAL:

- a) Title page: show the RFP subject, name of contractor's firm, local address, telephone number, name of contact person and the date.

- b) Letter of transmittal: limit to one or two pages with the following:
 - Briefly state the contractor's understanding of the work to be done.

 - Give the names of the persons who will be authorized to make representations for contractor, their titles, addresses and telephone numbers.

 - Give the firm's federal taxpayer's identification number.

- c) Contractor profile: State whether the firm is local, regional or national.
 - Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors and other professional staff employed at that office.

- d) Summary of contractor's qualifications in addition to minimum qualifications: identify partners, managers and supervisors who will work on the project.

MODIFICATION OR WITHDRAWAL OF PROPOSALS:

- a) A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where proposals are to be submitted at any time prior to the scheduled time for opening of proposals.

- b) No proposal may be modified, withdrawn or canceled for a period of one hundred twenty (120) days after the date of the proposal opening and all proposals shall be subject to acceptance by the County during this period.

RESPONSIBILITIES FOR WORK:

The contractor assumes full responsibility for the acts and omissions of all his employees and all sub-contractors, their agents and employees and all other persons performing work under the contract.

CONSIDERATION OF PROPOSAL; ACCEPTANCE OF PROPOSAL (AWARD):

- a) The award of contract will be made by written notice of award signed by a

duly authorized representative of the County and no other act of the County shall constitute the acceptance of a bid.

b) The acceptance of the proposal shall bind the successful contractor to execute a contract.

EXECUTION OF CONTRACT/CERTIFICATE OF INSURANCE:

The contractor to whom the award is made shall assist and cooperate with the County as necessary in preparing the standard County agreement for execution.

COMMENCEMENT OF WORK:

Notwithstanding any delay in the preparation and execution of the agreement, the successful contractor shall be prepared, upon receipt of the notice of award, to commence work within a time period mutually acceptable to contractor and the County.

SUPPORTIVE SPECIFICATIONS:

The contractor shall be responsible for obtaining all permits required to fulfill this contract and shall comply with all laws, ordinances, rules and regulations of the jurisdictions in which the work is performed.

SALES TAX EXEMPTION:

The County is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties within the State of New York.

PROTECTION FROM CLAIM AGAINST "OR EQUAL":

In the event of any claim by an unsuccessful contractor concerning or relating to the issue of "equal or better" or "or equal" the successful contractor agrees to hold the County of Steuben free and harmless for any and all claims for loss or damage arising out of this transaction for any reason whatsoever. The County is to be free and harmless for any and all legal fees and court costs.

EVALUATION PROCESS:

a) After determining that a proposal satisfies the mandatory requirements stated in the request for proposal, (see section-eligibility criteria) the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. The award of a contract resulting from this RFP shall be based on the lowest and best proposal received in accordance with the evaluation criteria stated below.

- 1) Demonstration of successful similar projects, preferably in public sector environments.
- 2) Qualifications of individuals assigned to the project.
- 3) Demonstration of clear understanding of the requirements of the project.

- 4) Ability to deliver a high quality service at a reasonable cost.
 - 5) Proposal review criteria/application review process and scoring.
- b) After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the County, to clarify or verify the contractor's proposal and to develop a comprehensive assessment of the proposal.
 - c) Steuben County reserves the right to consider historic information and fact, whether gained from the contractor's proposal, question and answer conference, references or any other source, in the evaluation process.
 - d) It is the contractor's responsibility to submit information related to the evaluation categories and that Steuben County is under no obligation to solicit such information if it is not included with the contractor's proposal.

AS A RESULT OF THIS RFP, Steuben County intends to enter into contract with the selected contractor to provide the services described in the scope of services section. However, this intent does not commit the County to award a contract to any responding contractor. Steuben County reserves the right, with agreement by the applicant, to accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the County to do so.

QUESTIONS:

Contractor's questions will be accepted until March 31, 2017 and shall be submitted in writing to Andrew G. Morse, Director of Purchasing, Steuben County Purchasing Department, 3 E. Pulteney Square, Bath, NY 14810. No questions will be accepted after this date.

GENERAL CONDITIONS – SCOPE OF SERVICES

The firm must provide licensed, bonded professionals to conduct the auction. Marketing techniques should be used to maximize the sale price of the properties and minimally must include advertising in local newspapers/pennysavers. Please detail the proposed marketing plan in your proposal. All advertising/marketing must be proofed and approved by the Commissioner of Finance before publication.

Steuben County will provide cooperative services between the Commissioner of Finance, Director of Real Property, respective staffs of each department, and the approved Auctioneer Firm. The catalog of parcels for sale will be completed by the Finance Office in conjunction with the auctioneer. The catalog will be posted on the County's website and will also be available at the Steuben County Office Building and other venues as approved by each party. All deeds and closing documents will be prepared by Steuben County. The County also reserves the right to add, delete, or withdraw parcels from the delinquent tax inventory up to the actual sale.

Proposers are encouraged to provide additional services that would enhance and maximize the sale price of the properties. Potential buyer/bidder seminar(s) are encouraged.

THE PROPOSAL

The proposal itself shall be submitted on your own form. It shall include as a minimum:

- An itemized and detailed listing of proposed basic and additional services.
- A description of your firm including the correct and full legal business name, tax identification number, a listing of all parties involved in this proposal, ownership of the firm(s) and the legal address, phone number, and any other information deemed pertinent.
- Detail of the marketing plan that will be used to maximize the number of bidders and sale proceeds.
- A listing of relevant auction experience pertaining to Real Property Tax Foreclosure Auctions conducted in NYS under Article 11 of the Real Property Tax Law. This shall include a list showing the Municipality, contact name at the municipality, size of auction, and any other information deemed pertinent.
- The proposal should include a statement in regards to the qualifications and expertise of the firm and include copies of NYS Real Estate Broker and Salesperson licenses of Auctioneers and key staff that would be working on the auction. Include the lead person who will be directly responsible for the County engagement.

- No commission or other charges/fees will be paid by the County on any property withdrawn from the tax sale for sale to the former owner, a secured creditor or other person or entity pursuant to Real Property Tax Law §1166, or for any property withdrawn pursuant to an Order to Show Cause or other judicial order. The County will provide prompt notice of any such property removed from the public sale.
- Include the attached signed non-collusion certification and the signed hold harmless clause documents.

Any references in this request in the singular shall also include the plural.

Request for Proposal
Auctioneer Services
Document #GC-17-001-P

FILE DAY, DATE & TIME: April 7, 2017; 1:30 P.M. local time
Submission may be mailed or hand delivered.

SUBMIT TO: Andrew G. Morse, Director of Purchasing
Steuben County Purchasing Department
3 East Pulteney Square
Bath, New York 14810

The undersigned, having an integral understanding of the objective, terms and conditions, specifications and contractor's responsibility as stated in these documents, does hereby submit a quote for the provision of services as stated below and pursuant to the Request for Proposal.

PLEASE PRINT OR TYPE:	
Company Name:	Federal Employer ID:
Company Address:	
Name:	Title:
Signature:	Date:
Telephone Number:	Fax Number:
E-mail Address:	

IRANIAN ENERGY SECTOR DIVESTMENT

1. Contractor/proposer hereby represents that said contractor/ proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:
 - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
 - a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

Steuben County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. 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 from engaging in any new investments in Iran; or

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

IRANIAN ENERGY SECTOR DIVESTMENT
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- b) The County of Steuben has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Steuben 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.

Signature

Title

Company Name

Date

STATE OF NEW YORK)
COUNTY OF STEUBEN) ss:

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

NON-COLLUSIVE CERTIFICATE

By submission of this proposal, each contractor and each person signing on behalf of any contractor 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 knowledge and belief:

1. 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 contractor or with any competitor;
2. Unless otherwise required by law, the prices which have been proposed in this proposal have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or in-directly, to any other contractor or to any competitor; and
3. No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose or restricting competition.

NAME: _____

ADDRESS: _____

SIGNED BY: _____ TITLE: _____

NAME PRINTED/TYPED: _____

TELEPHONE NUMBER: _____ DATE: _____

PROPOSAL TITLE: _____

HOLD HARMLESS CLAUSE

As a successful contractor, I shall hold harmless the County of Steuben and representatives thereof from all suits, actions or claims of any kind brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safe-guarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising or recovered under any law, ordinance, regulation or decree.

NAME OF COMPANY: _____

SIGNED: _____

NAME: _____

TITLE: _____ DATE: _____

PROPOSAL TITLE: _____

AGREEMENT

THIS AGREEMENT made effective the DAY day of MONTH, YEAR by and between the **COUNTY OF STEUBEN**, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business in the Village of Bath, Steuben County, State of New York, through its Department, herein after called the "County", and **Company Name**, a Company Type, with an address of , hereinafter called the "Agent."

WITNESSETH:

WHEREAS, the County has sought to procure ; and

WHEREAS, the County and Agent are desirous of entering into an agreement for said purpose, and

WHEREAS, the Agent has the knowledge, skills, and experience necessary to perform these services,

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained the parties agree as follows:

1. **SCOPE OF WORK.** .
2. **TERM.** The term shall be .
3. **CONSIDERATION.** Consideration shall not exceed .
4. **INSURANCE.** The Agent agrees to maintain insurance as specified by attached Appendix "A" and shall provide the Steuben County Risk Manager with a certificate of insurance naming Steuben County as an additional insured for purposes of coverage on a direct, primary, and non-contributory basis. All certificates of insurance shall provide that County be given thirty (30) days notice of any intent to cancel coverage. Self-employed persons must carry such Worker's Compensation coverage as directed by the Steuben County Risk Manager.
5. **COMPLIANCE WITH RULES, REGULATIONS AND LAWS.** It is mutually agreed that all rules, regulations and laws pertaining hereto shall be deemed to be part of this Agreement, and anything contained herein that may be in whole or in part inconsistent therewith shall be deemed to be hereby amended and modified to comply with such legislation, rules, regulations and laws, for and during such time the same shall be in effect, but at no other time. If any provision contained herein is found now or during the life of this Agreement to be null and void, in whole or in part as a matter of law, then said clause or part hereof shall be deemed to be severed and deleted from this Agreement leaving all other clauses or parts thereof in full force and effect. It is further agreed that there shall be no gap in the coverage or applicability of said remaining clauses or parts thereof.

The Agent agrees to comply with the Federal Commercial Drivers License Drug and Alcohol Testing Program requirements set forth in 49 CFR Parts 40 and 382.

In acceptance of this Agreement, the Agent covenants and certifies that he will comply in all respects with all Federal, State, County or other Municipal Law which pertains hereto regarding work on municipal contracts, matters of employment, length of hours, workers' compensation and human rights.

6. **CONFIDENTIALITY.** Information relating to individuals who may receive services pursuant to this Agreement shall be confidential and maintained and used only for the purposes intended under this Agreement, in accordance with any applicable State or Federal laws, rules and regulations. The Agent specifically covenants and certifies that it will comply in all respects with the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Privacy Rule and the HIPAA Security Rule with respect to the Protected Health Information ("PHI") of clients of the County. For purposes of HIPAA, the Agent shall be referred to as a "Business Associate." **Any Agent who, as part of the work to be performed under this Agreement, will use, disclose or otherwise come into contact with PHI will be required to execute a Business Associate Agreement, which is hereby incorporated herein and made a part hereof.**

7. **CONFLICT OF INTERESTS.** The Agent hereby stipulates and certifies that there is no member of the Steuben County Legislature or other Steuben County Officer or employee forbidden by law to be interested in the Agreement directly or indirectly, who will benefit therefrom or who is a party thereto.

8. **LICENSES.** The Agent hereby agrees that he will obtain, at his own expense, all licenses or permits necessary for this work, if any are necessary prior to the commencement of said work and shall be solely responsible for paying any and all fines or penalties incurred as a result of any improper or unlicensed services.

9. **INDEPENDENT CONTRACTOR STATUS.** The Agent covenants and agrees that he will conduct himself consistent with his status, said status being that of an independent contractor and that himself, his employees or agents will neither hold themselves out as, nor claim to be an officer or employee of the County of Steuben, for such purposes as, but not limited to, Workers' Compensation coverage, Unemployment Insurance Benefits, Social Security or Retirement membership or credit. The Agent shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement. For sole purposes of the HIPAA Privacy Rule, the Agent shall be considered a Business Associate.

10. **HOLD HARMLESS.** The Agent shall at all times defend, indemnify and hold harmless the County of Steuben and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise.

11. **SET-OFF RIGHTS.** The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any money due to the Agent under this Agreement up to any amounts due and owing to the County with regard to any contract with any County department, office or agency.

12. **AUDIT.** The Agent shall take such action, if applicable and as necessary and appropriate, to comply with Federal Circular A-128 or Circular A-133 relative to Single Audit of Federal Financial Assistance. In any event, the Agent shall provide the County with appropriate documentation should the County wish to conduct an audit relative to the expenditure of the funds pursuant to this Agreement.

13. **RECORDS.** The Agent shall submit to County upon request such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data that the County may request concerning work performed or to be performed under this Agreement. All books and records of the Agent shall be available upon request for inspection and/or audit by the County during the time hereof and for a period of six (6) years hereafter.

14. **EXAMINATION OF BUDGET AND APPROPRIATION OF FUNDS.** It is expressly understood by and between the parties that any and all payments made pursuant to the within contract may not be in an amount in excess of the sum appropriated therefore in the Budget. The Agent specifically acknowledges his responsibility to examine the Budget to assure himself that the within contract price complies with the amount appropriated therefore. The within contract shall be unenforceable, unless approved by a roll call vote of the Steuben County Legislature, should the contract price exceed the amount appropriated for the object purpose of the contract. The contract shall be deemed executory only to the extent of money available to the County of Steuben for the performance of the terms hereof and the County of Steuben beyond monies available thereof shall incur no liability on account for the purpose thereof.

The preceding clause shall not apply to contracts for provision of services where the State of New York or the U.S. Government mandates the payment and/or amount thereof. In that event, the Department Head represents that there is a funding source sufficient to pay for services provided pursuant to the contract.

The Agent agrees that the County shall have no liability under this Contract to the Agent or to anyone else beyond funds appropriated and available for this contract.

15. **ASSIGNABILITY.** This contract may not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the County of Steuben. To the extent assignment is granted in accordance with the terms of this paragraph, this Agreement shall be binding on the parties, their successors, heirs, and assigns.

16. **AMENDMENTS.** No waiver, modification, or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereto. A waiver of any breach hereof shall not prevent a forfeiture for any succeeding breach.

17. **ENTIRE AGREEMENT.** This Agreement contains the sole and entire Agreement between the parties relating to the services provided hereunder and shall supersede any and all other Agreements between the parties. Any other statements or representations made by either party are void and have no force or effect. Agreement shall be governed by the laws of the State of New York and any claims brought hereunder shall be brought in and under the jurisdiction of the State of New York.

18. **TERMINATION.** County may terminate this agreement at any time upon 30 days written notice.

19. **CORPORATE COMPLIANCE.** The Agency has received a copy of the Steuben County Corporate Compliance Plan. Additionally, the Agent has reviewed and signed the Independent Contractor / Agents / Vendors Acknowledgement Form attached hereto as Appendix B and incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF STEUBEN

AGENT

BY: _____ BY: _____

Dated: _____ Dated: _____

Approved as to Form:

(Deputy) County Attorney

STATE OF NEW YORK
COUNTY OF STEUBEN) ss:

On this _____ day of _____, before me, the undersigned, personally appeared _____ to me known, who being by me duly sworn, did depose and say that he/she resides in _____, New York; that he/she is the _____ of the County of Steuben described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Steuben County Legislature.

Notary Public

STATE OF NEW YORK
COUNTY OF STEUBEN) ss:

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Appendix A

STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS

Prior to commencement of work, delivery of services, acquisition of merchandise or equipment a Certificate of Insurance and a policy endorsement covering items A, B & C must be delivered to the County Department responsible for the agreement, and to the County Risk Manager. A Certificate of insurance may be used to show coverage only.

ITEMS:

- A. Steuben County, 3 East Pulteney Square, Bath, N.Y., 14810 shall be named as an additional insured (for the purposes of coverage but not the payment of premium).
- B. **ACKNOWLEDGEMENT:** The insurance companies providing coverage acknowledge that the named insured is entering into a contract with Steuben County in which the named insured agrees to defend, hold harmless, and indemnify the County, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced will cover the liability assumed under the County-Contractor agreement.
- C. Prior to non-renewal, cancellation or a change of coverage on this policy, at least thirty (30) days advance written notice shall be given to Steuben County Risk Manager at Steuben County Offices, 3 Pulteney Square East, Bath, N.Y. 14810

Workers' Compensation Coverage will be required for anyone doing any kind of work for Steuben County. This includes self-employed individuals. The Steuben County Risk Manager may waive this requirement. Proof of Workers' Compensation Coverage must be submitted on NYS Workers' Compensation Board Approved Forms.

MINIMUM COVERAGES AND LIMITS ARE

TYPE OF CONTRACT	COVERAGES REQUIRED	LIMITS REQUIRED
PROFESSIONAL SERVICES	PROFESSIONAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONSTRUCTION & MAINTENANCE	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE, (XCU HAZARDS)	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
ACQUISITION OF SUPPLIES OR EQUIPMENT	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PRODUCTS & COMPLETED OPERATIONS, CONTRACTUAL, BROAD FORM PROPERTY	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
COUNTY PROPERTY USED BY OTHERS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR LEGAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONCESSIONAIRE SERVICES LIVERY SERVICES MUNICIPAL AGREEMENTS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY

Bid specifications, particular contracts, leases or agreements may require increased limits and or additional coverages. If there are questions please contact the Steuben County Risk Manager 607-664-2104.

APPENDIX B

INDEPENDENT CONTRACTOR / AGENTS / VENDORS ACKNOWLEDGEMENT FORM

Steuben County has developed a Corporate Compliance Plan (the “Plan”) that states that the County, its employees, contractors, and County Legislators will adhere to applicable federal, state and local laws and regulations and internal policies and procedures.

The Plan is a combination of policy and procedure that assists the County to monitor, detect and correct actions that are not in compliance with applicable laws or County policies and procedures.

As our Agent, we expect that you will act in compliance with the laws that are applicable to the County and in compliance with County policies and procedures that set forth the overarching principles for conducting County business with integrity based on sound ethical and legal standards.

As our Agent, we also expect you to report any suspected or potential violations of law or County policies and procedures of which you become aware by contacting the County Manager at (607) 664-2245, the Corporate Compliance Officer at (607) 664-2244, or our Corporate Compliance Hotline at (607) 664-2550.

As our Agent, we expect you to understand your role in the Plan and we expect you to review any policies and procedures that are applicable to you and your organization. You may contact the County Manager or the Corporate Compliance Officer for any questions or clarifications of your responsibilities.

As an Agent of the County of Steuben, I hereby acknowledge the following:

- I acknowledge that on behalf of myself and my organization that I have read, have had an opportunity to ask questions about and that I understand the policies and procedures of the Plan that are applicable to the services that are provided to the department.
- I understand and agree that I and all those in my organization who provide services to Steuben County must comply with the Plan and all laws, regulations, policies, procedures and other guidance applicable to the services.
- I agree on behalf of myself and my organization to fully cooperate with the implementation of the Plan, to participate in any auditing or monitoring processes and to report any instances of possible violations of law, regulations or policies that are applicable to Steuben County of which I become aware.
- I acknowledge that Steuben County maintains a hotline for the purpose of receiving notifications of possible violations of law, regulation and the Plan.
- I understand that my failure to report any concerns regarding possible violations of law, regulations or the Plan may result in corrective action, up to and including termination of my agreement with Steuben County.
- I attest on behalf of myself, my organization, and my employees, that I am not currently excluded from participation in federal or state health care programs, am not the subject of any pending exclusion proceeding, and have not been adjudicated or

deemed to have committed any action that could subject me or my organization to exclusion from government programs such as Medicare or Medicaid.

- I will notify Steuben County within three (3) business days of receipt of notice of (a) exclusion or proposed exclusion from a state or federal health care program, or (b) adjudication or other determination that I, my organization, or the organization employees, have committed any action which could lead to exclusion from a government program.
- I acknowledge that I will be responsible to make the County whole for any federal or state imposed losses that were a result of federal or state exclusions of our agency or employees.
- I acknowledge that Steuben County may terminate my contract immediately upon notice that I or my organization has been excluded from participation in a state or federal health care program or that I or my organization have been adjudicated or determined to have committed an action which could subject it to mandatory exclusion.

Agency Signature

Print name

Title

Date

