



**PURCHASING DEPARTMENT
COUNTY OF STEUBEN**

**3 East Pulteney Square
Bath, New York 14810**

607-664-2484

LEGAL NOTICE

Notice is hereby given that the Human Services, Health & Education Committee of the Steuben County Legislature and the Director of Office for the Aging/RSVP will receive competitive sealed proposals for professional services; emergency response system/services for senior citizens; document # GC-16-035-P.

Requests for proposal forms, scope of services and general provisions are available at the Steuben County Purchasing Department, 3 E. Pulteney Square, Bath, N.Y. 14810. These documents are also available on the Steuben County website, www.steubencony.org.

Interested parties assume all responsibility to acquire bid information and forms.

To be considered, proposals must be submitted on Steuben County forms and delivered in a sealed opaque envelope. Proposals will be received at the Purchasing Department until 1:30 P.M. local time on December 21, 2016; at which time proposals will be acknowledged as received.

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

By Order of the Human Services, Health & Ed Committee

Dated: November 23, 2016

Andrew G. Morse
Director of Purchasing

Request for Competitive Sealed Proposals
Professional Services; Emergency Response Systems/Services for Senior Citizens

1. **Objective:**

It is the intent of this request for professional services to obtain the professional technical expertise of a firm to provide emergency response systems/services to the senior citizens of Steuben County.

2. **Project Manager:**

Patricia A. Baroody, Director, Steuben County Office for the Aging/RSVP,
3 E. Pulteney Square, Bath, N.Y. 14810. Telephone number: 607-644-2298.

3. **Qualifications:**

The Director of the Office of the Aging/RSVP will be free to make any inquiry(ies) deemed necessary to ascertain the qualification(s) of the proposer and/or the accuracy of statements made by the proposer as to its qualification(s).

4. **Contact Information and Requirements:**

Along with its response, the submitter of the RFP shall include the following information: name, address, telephone number, FAX number.

5. **Proposal Cost:**

The price shall be an *in toto* price per the proposed scope of services/deliverables.

By *in toto* it is meant, the aggregate of all costs billable to Steuben County including but not limited to travel, freight, labor, materials and equipment.

6. **Selection of a Contractor:**

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

However, under all circumstances and all statements to the contrary notwithstanding, the Steuben County reserves as its right, the right to determine the contractor in accordance with the best interest of Steuben County.

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

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

7. **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.

8. **Submission of Proposals:**

Those submitting proposals do so entirely at their expense. There is no express or implied obligation by Steuben County to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.

9. **Contract Award:**

Award of contract will be made following a review of the proposal by County staff as deemed appropriate, and approval will be made by a designated committee.

10. **Method of Award:**

The award may be made to the most responsible contractor whose proposal is determined to be in the best interest of Steuben County and who is deemed the best fit to serve the County's requirements based upon criteria stated under the scope of this RFP, the evaluation of references, corporate qualifications and, if deemed necessary, an interview with the contractor and the designated committee.

Price will not necessarily be the determining factor in the award of the contract. All proposals will be evaluated to determine if they meet the required format and are in compliance with all requirements of the request for proposals.

Incomplete or non-responsive proposals may be rejected at the discretion of Steuben County.

11. **Assignability:**

The contractor shall not assign, transfer, convey, sub-contract, sublet or otherwise 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 Office of the Aging/RSVP Director and the Human Services, Health & Ed Committee.

12. **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, N.Y. 14810.

- c) Each contractor 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, New York 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 persons 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.

- f) 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.

13. **Non-Collusive Bidding Clause and Certificate:**

- a. Clause – 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:
 - i. 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;
 - ii. Unless otherwise required by law, the prices which have been quoted 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 indirectly, to any other contractor or to any competitor; and
 - iii. 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 of restricting competition.
- b. The contractor shall submit a signed and dated Non-Collusive Certificate with its proposal which is included in this document. Said certificate is mandated by Section 103-d of the General Municipal Law.

14. **Hold Harmless Clause and Form:**

- c. Clause-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. 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.

- d. The contractor shall submit a signed and dated Hold Harmless Clause form with its proposal, which is included in this document.

15. **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.

16. **Addendum/Addenda:**

- a) 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.

- b) Addendum shall be available for review and/or copy at the Steuben County Purchasing Department, Room #217, Steuben County Office Building, 3 E. Pulteney Square, Bath, N.Y.
- c) It is a requirement that the respondent sign, date and include the addendum with its bid submission.

17. **Submission of Proposals:**

- a) The proposer shall submit three (3) sets of its RFP; including all required documents (e.g. signed clauses, statements, forms, bonds, insurance, manufacturer's specifications, etc.)
 - 1) One (1) set shall be stamped (or otherwise indicated) as being the "ORIGINAL."
 - 2) Other sets shall be stamped (or otherwise indicated) as being the "DUPLICATE" or "COPY."
 - 3) Information presented in the "ORIGINAL" set of the RFP submission shall prevail.
- b) The RFP shall be submitted in a sealed opaque envelope marked on the outside with: the respondent's name and address and the designation: "Sealed Proposal: Emergency Response Systems/Services for Senior Citizens".
- c) The envelope shall be addressed to Andrew G. Morse, Director of Purchasing, Steuben County Office Building, 3 E. Pulteney Square, Bath, N.Y. 14810. Proposals shall be received at the Purchasing Department and will be acknowledged as received, at such time.
- 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 bids and/or conduct business with the Steuben County Purchasing Department should allow sufficient time for any delay which 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.
- f) You must submit a separate RFP response for each different solution you are proposing.

18. **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.

19. **Right of County to Seek Clarification, Accept or Reject Proposal(s), etc.:**

- a) Steuben County reserves as its right, the right to require clarification from for the purpose of assuring a full understanding of the bidder's responsiveness to the solicitation requirements.
- b) Steuben County reserves as its right; the right to accept or reject any and all proposals (or separable portions thereof), the right to waive irregularities and technicalities, and the right to request resubmission.

20. **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.

21. **NYS Labor Law; Prevailing Wage and Supplements:**

- a. The attention of each and all contractors is directed to Articles 8 and 9 of the New York State Labor Law in general, but also specifically with regard to – Prevailing Wage and Supplements. Steuben County does, in good faith, identify those projects/services it believes to be – Prevailing Wage and Supplements projects/services. The failure of Steuben County to accurately assess the wage status of a particular project/service shall not relieve the awardee of its responsibility to perform in accordance with the above referenced articles. Interested parties are directed to contact the NYS Department of Labor, Binghamton District Office at (607) 721-8005 for a determination of project/service status.
- b. All interested parties (including, but not limited to, contractors, and sub-contractors) shall note, understand and comply with the following:

In the event the New York State Department of Labor amends the Prevailing Wage Rate Schedule applicable to contracts entered into as a result of an award of this solicitation document, said interested party(ies) that are required to pay Prevailing Wages and Supplements shall be required to pay said Prevailing Wages and Supplements in accordance with the most current, applicable Prevailing Wage Rate Schedule in effect at the time the work is performed.

- c. The General Provisions of Laws Covering Workers; NYS-DOL requires as follows: "Every contractor and subcontractor shall submit to the Department of Jurisdiction (i.e. Steuben County), 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 (i.e. Steuben County) shall receive and maintain such payrolls." As provided for, by the above referenced provisions, Steuben County is authorized to withhold payment(s) to contractors who are not in compliance with all NYS Department of Labor Law(s); with specific attention to Articles 8 and 9. Therefore, Steuben County shall withhold payment(s) to contractors who have not submitted the initial "certified payroll" and the periodic certified payroll(s) as required herein.

22. **Information to be Included in the Proposal:**

- a) Title page: show the RFP subject, name of proposer'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 proposer's understanding of the work to be done.
 - Give the names of the persons who will be authorized to make representations for proposer, their titles, addresses and telephone numbers.
 - Give the firm's federal taxpayer's identification number.
- c) Proposer 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 proposer's qualifications in addition to minimum qualifications: identify partners, managers and supervisors who will work on the project.

23. **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.

24. **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.

25. **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.

26. **Execution of Contract/Certificate of Insurance:**

The proposer to whom the award is made shall assist and cooperate with the County as necessary in preparing the agreement for execution by the parties and within ten (10) days of receipt of the agreement shall execute the agreement and return it to the County together with the required certificate of insurance.

27. **Commencement of Work:**

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

28. **Supportive Specifications:**

The proposer 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.

29. **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.

30. **Protection from Claim Against "Or Equal":**

In the event of any claim by an unsuccessful proposer concerning or relating to the issue of "equal or better" or "or equal" the successful bidder 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.

31. **Evaluation Process:**

a) After determining that a proposal satisfies the mandatory requirements stated in the request for proposal, 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) How is the proposed system unique and how the proposed service would best serve the senior citizens of the County.
 - 6) Location and dispatch of services.
- 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 offerer'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 offerer's proposal, question and answer conference, references or any other source, in the evaluation process.
 - d) It is the offerer'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 bidder's proposal.

32. **Staff Assignment:**

The County reserves the right to approve or reject staff assigned to the project.

33. **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 awarded 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.

34. **Executory Clause:**

As applicable, Steuben County shall have no liability under any contract or contracts to any awarded contractor or to anyone else beyond funds appropriated and available for the purpose of this document and resultant contract(s).

35. **Questions:**

Contractor's questions will be accepted until December 13, 2016 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. Questions submitted by a Vendor will be merged into an overall Questions and Answers document that will be made available via the Steuben County website at www.steubencony.org for all interested persons to view. Be careful in phrasing questions to not disclose confidential or proprietary information.

Request for Competitive Sealed Proposals
Professional Services; Emergency Response Systems/Services for Senior Citizens

1. OBJECTIVE:

It is the intent of this solicitation to obtain the professional technical expertise of a firm to provide the senior citizens of Steuben County with the opportunity for a twenty-four (24)/seven (7), 365 day a year personal emergency response system.

The Steuben County Office for the Aging currently has 35-45 recipients of this service and anticipates more participants as funding allows.

2. SCOPE OF SERVICES/DELIVERABLES:

The below listed services/equipment delineate what is deemed to be essential components of a personal emergency response service. Any response to this solicitation should explain in sufficient detail how the proposed system meets or exceeds these requirements. Include in the response any other enhancements of the proposed service that may convince the County to select the proposed system/service.

a) Personal Help Activation Device:

Must be waterproof, worn on wrist or as a necklace. Used to activate home telecommunications base unit. A personal help activation device must be issued to each individual aged sixty (60) years and older residing in the home.

b) Home Telecommunications Base Unit:

Establishes two-way voice communication with services emergency response center. Equipment/services:

- 1) The emergency response center must have the ability to develop and maintain personal data bases with customer profile information used to access individual subscriber needs.
- 2) Contact, based on the individual subscribers profile and need, a relative, neighbor or emergency service.
- 3) The personal emergency response system/service shall initiate a follow up to ensure the safety and needs of the individual have been met.

- 4) Monthly billing and monthly reports of service shall be provided to the Steuben County Office for the Aging (SCOFA) by the 10th of the month.
 - 5) Any proposed personal emergency response system/service must have the ability to provide service to the entire geographic area of Steuben County. The SCOFA will contract with one (1) vendor for this service.
 - 6) It is required the emergency response system/service adequately train the end user and designated individuals to ensure correct operation of the system. Sufficient training is required to prevent unnecessary calls.
 - 7) The emergency response system/service must be installed within forty-eight (48) hours after referral from SCOFA. Installations shall be done during normal business hours unless otherwise specified by the consumer.
 - 8) Communication records must be transmitted to SCOFA case managers when a client uses the system/service. The communication record must include date, time and reason for need of the service. Communication records must be transmitted to the appropriate agency within one (1) business day after activation of service.
 - 9) Include in the response to this request any other available features the proposed system may offer, for example: medication reminders and fall detection features.
 - 10) Any and all cost associated with the installation, training, service and incidental shall be all inclusive in the form of a single monthly charge to the SCOFA for each service subscription.
 - 11) It shall be the responsibility of the contractor to retrieve the unit and associated items when the subscriber is discharged from the service.
- c) Professional Services/Individual Needs Assessment:
- 1) Knowledge of available local resources to the senior citizens of Steuben County desirable. Example: home delivered meals, adult protective services, home energy assistance program and Office for the Aging information and assistance programs.

- 2) Ability of the service to identify and report to appropriate entity any client situation that requires further analysis or intervention.
 - 3) The ability to work with Office for the Aging staff to explore financial assistance or discounted rates for potential personal emergency response system customers if they are not eligible for these services through Steuben County programs.
 - 6) Explain why the proposed system is unique and how the service would best serve the senior citizens of Steuben County.
- d) Location and Dispatch of Services:
Provide a detailed chronological description of the proposed personal emergency response system/service that details the location and sequence of events that comprise the PERS service when a customer alert is activated.

3. **CONTRACT TERM:**

Term of contract shall be for one (1) year with the option for renewal of four (4) separate one (1) year terms mutually agreed upon by both parties.

Proposal

Title: Emergency Response System/Services for Senior Citizens;
Document #GC-16-035-P

File Date/Time: _____
Opening Date/Time: _____

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

We the undersigned agree to provide in accordance with the specifications for same, and subject to all terms, conditions and requirements provided therein and in the various bid documents, at the following prices.

Cost to provide individual annual subscription for emergency response system/services for senior citizens.	Total annual cost: \$
Total annual cost written in words:	

PLEASE PRINT OR TYPE:	
Company Name:	Federal Employee ID:
Company Address:	
Name:	Title:
Signature:	Date:
Telephone Number:	Fax Number:

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

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

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

IRANIAN ENERGY SECTOR DIVESTMENT
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formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

- 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 BIDDING CERTIFICATE

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 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 bid for the purpose of restricting competition.

PLEASE PRINT OR TYPE:

Company Name: _____

Company Address: _____

Name: _____

Title: _____

Signature: _____

Federal Employee ID #: _____ Date: _____

Telephone No.: _____ FAX No.: _____

Bid Title: _____

HOLD HARMLESS CLAUSE

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. 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."

PLEASE PRINT OR TYPE:

Company Name: _____

Company Address: _____

Name: _____

Title: _____

Signature: _____

Federal Employee ID #: _____ Date: _____

Telephone No.: _____ FAX No.: _____

Bid Title: _____

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