



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 Human Services Committee of the Steuben County Legislature and the Commissioner of Social Services Department will receive proposals for professional services from interested audit firms to prepare and negotiate a central cost allocation plan for the Department of Social Services and Public Health and Nursing Services; document #GC-17-026-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 July 20, 2017; at which time they will be opened and acknowledged as received.

Interested parties may contact Lise Reynolds, Director of Finance, Department of Social Services, telephone number 607-664-2208.

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

Dated: June 14, 2017

Andrew G. Morse
Director of Purchasing

Request for Professional Services:
Preparation of a Central Cost Allocation Plan
Document #GC-17-026-P

1. **Scope of Services:**

The County of Steuben seeks the professional services of an audit firm to prepare and negotiate a central service cost allocation plan and indirect cost proposals and related schedules as required, specifically the Statement of Estimated Annual Maintenance Costs, LDSS-4927 and Information on Office Space Rental Charges in Publicly Owned Buildings, LDSS-539.

2. **Project Manager:**

Lise Reynolds, Director of Finance, Steuben County Department of Social Services, 3 E. Pulteney Square, Bath, N.Y. 14810. Telephone number: 607-664-2208.

3. **Qualifications:**

The Social Services Commissioner will be free to make any inquiry(ies) deemed necessary to ascertain the qualification(s) of the contractor and/or the accuracy of statements made by the contractor 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 and 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 contractor 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 contractor 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 award 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 Request For Proposal, 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. **Contract Term:**

The initial term of contract shall be for three (3) years with the option to extend

an additional two (2) years.

12. **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 Commissioner of Social Services and the Human Services Committee.

13. **Insurance and OSHA Training:**

a) This document includes an information sheet entitled: STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS. These requirements establish the minimum insurance(s) which the awarded contractor(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 contractor's insurance lapses during the term of the contract, the County reserves, as its right, the right to cancel the contractor'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 contractor. Credit shall not be issued to the contractor where open market cost(s) to the County are less than the cost(s) contracted with the contractor.

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 proposal. The document number and 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. Contractor 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.
- g) OSHA Training— Wherein a contractor and Steuben County are both parties to a contract involving a public works project with an aggregate dollar value of two hundred and fifty thousand dollars (\$250,000.00) or more; said contract shall be understood, by all parties, to include "the provisions that all of the contractor's and sub-contractors laborers, workers, and mechanics shall be certified as having successfully completed a ten (10) hour OSHA approved course in construction safety and health." Such requirement having been mandated by the New York State Laws of 2007, chapter 282.

In those instances where a RFP submittal is required, said certification(s) shall be included with the contractor's submittal. The contractor shall not allow participation in the contracted work by its non-certified staff; i.e. all of the contractor's non-certified laborers, workers, and mechanics.

14. **Non-Collusive Clause and Certificate:**

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 bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of 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 contractor 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 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
- c) 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.”

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.

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

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.”

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

16. **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.

17. **Addendum/Addenda:**

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

Steuben County does not ensure the potential contractors receipt of addendum. It shall be the responsibility of each contractor, 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 contractor sign, date and include the addendum with its proposal submission.

18. **Submission of Proposals:**

- a) The contractor shall submit three (3) sets of its RFP addressing the three (3) services; 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 contractor's name and address and the designation: "Request for Professional Services: Preparation of Central Cost Allocation Plan".
- 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 contractors who intend to hand deliver proposals 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.

19. **Late Proposals:**

Contractors 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 contractor's risk. Late proposals shall not be considered and shall be returned unopened.

20. **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 contractor'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.

21. **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.

22. **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 contractor 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 proposal 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.

23. 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 contractor's federal taxpayer's identification number.

- c) Contractor profile: State whether the contractor 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.
- e) A brief history/description of the firm including summaries of similar projects accomplished including names and telephone numbers of references from these projects and the primary personnel assigned to the projects.
- f) A description of the contractor's understanding of the project requirements.
- g) A written work plan and tentative schedule/activity chart including steps necessary to accomplish the proposed plan.

24. **Modification or Withdrawal of Proposals:**

- a) A proposal may be modified or withdrawn 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 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.

25. **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.

26. **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.

27. **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.
28. **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.
29. **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.
30. **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.
31. **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.
32. **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.

- 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.

33. **Staff Assignment:**

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

34. **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.

Request for Professional Services:
Preparation of a Central Cost Allocation Plan
Document #GC-17-026-P

1. **Introduction:**

The intent of this request for proposal and resulting is to obtain professional service proposals and fixed fee price proposals from qualified independent certified public accountants to perform the county's central service cost allocation plan and indirect cost proposals for the departments of Social Services and the Public Health and Nursing Service for the fiscal years ending December 31, 2017 through 2019 with an option to extend an additional (2) years. Contractors responding to this request for proposal should have extensive experience, a knowledgeable background and qualifications in the following areas.

- a) Audits of state and local governments.
- b) Experience in cost allocation plans.
- c) Experience in indirect cost proposals.
- d) Experience in negotiations with cognizant state and federal agencies to obtain maximum proper reimbursement of indirect costs.
- e) Experience in preparation of documents, so that all work is prepared in accordance with OMB circular A-87 and HEW's OASC-10.
- f) Professional approach that will be used to provide the required assistance requested by Steuben County.

2. **Included with Proposal:**

- a) Professional approach to meet the proposal requests.
- b) Estimate of fee to prepare documents and furnish on-going support.
- c) Resume(s) of contractor's personnel who will be working on this project.
- d) Experience summary of contractor.

3. **Assistance Requested:**

- a) Preparation of the plan(s) and proposals from data available in county records.
- b) Provide claiming instructions.

- c) Provide interpretation of federal and/or state procedures.
- d) Availability to answer questions and advise the county as to plan development in case of a routine audit or during the application of results in the claiming process.
- e) List major tasks to be provided.

4. **Special Terms and Conditions:**

- a) Procedures: The extent and character of the auditing services to be performed shall be subject to the general control and approval of the authorized representative(s) of the County Legislature, County Manager, County Finance Officer, Commissioner of Social Services and Director of Public Health and Nursing Services.

The successful contractor shall not comply with requests and/or orders issued by other than these authorized representative(s) acting within their authority for the county and the Legislature. To ensure a coordinated effort during the course of the contract and upcoming audits, the auditor must agree that prior to commencing the engagement for each fiscal year the following will occur.

The audit staff will meet with county management to discuss the scope of the audit and any problem areas identified in previous engagements which should have been resolved by the county.

The audit staff will discuss problems that county officials feel need special attention to ensure that the auditor is apprised of all matters that need to be included in the scope of examinations.

The senior auditor will hold a weekly meeting with the Finance Officer and other officials, if necessary, to discuss audit problems requiring attention and to give progress reports on the engagement.

- b) Contract Period: The contract award resulting from this request for proposal shall encompass the period of time necessary for the requested services to be rendered in conjunction with the financial and compliance audits for the three (3) year period December 31, 2017 through 2019. The initial contract term shall be for a three (3) period effective upon date of award with an option to extend an additional two years.

Notice of intent to renew will be given to the contractor in writing by the county, normally ninety (90) days before expiration date of the current contract. This notice will not be deemed to commit the county to renew

the contract for the renewal period, until such time as the county takes official action to commit to such a renewal.

- c) County Furnished Support/Items: The level of support required from county personnel for the completion of each task should be estimated. The county shall furnish the necessary equipment, space and materials which the county considers reasonable and necessary for the firm to complete its tasks.

5. **Evaluation of Proposals, Selection Factor:**

The general contract terms and conditions set forth certain criteria which will be used in the receipt of proposals and selection of the successful firm. In addition, the criteria set forth below will be considered.

- a) A county proposal analysis group, consisting of staff members, will independently read, review and evaluate each proposal and a recommendation will be made to the Human Services committee and Health and Education committee on the basis of the criteria listed below. The firms submitting proposals shall include with their proposal statements the following.
 - 1. Proven record of expertise and independence in the auditing of and preparation of a central service cost allocation plan and indirect cost plans.
 - 2. The audit plan indicating an understanding of the work and the assistance needed from the county.
 - 3. Reference, that is satisfaction of former clients, along with names, addresses and contract persons of state and local governments for whom this type of audit services have been performed.
 - 4. Overall completeness, clarity and quality of proposal.
 - 5. Cost of services.

6. **Instructions for Submitting Proposals:**

- a) Addendum and Supplement to Request: If it becomes necessary to revise any part of this request or if additional data are necessary to enable exact interpretation of provisions of this request, revisions will be provided to all firms who receive or request this request for proposal.

- b) Questions and Inquires: Questions and inquires, both verbal and written, will be accepted from contractors and must be received at least seven (7) days in advance of proposal opening date.

Answers to all questions will be posted on the Steuben County website within the next two (2) days.

7. **Miscellaneous Requirements:**

- a) The county will not be responsible for any expenses incurred by a contractor in preparing and submitting a proposal. All proposals shall provide a straight forward, concise delineation of the contractor's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- b) The contents of the proposal submitted by the successful contractor and this request for proposal will become a part of any contract award as a result of this solicitation along with a copy of the insurance coverage.

Proposal for Professional Services-Preparation of a Central Cost Allocation Plan
 Document #GC-17-026-P

File/Opening Date/Time: Thursday, July 20, 2017; 1:30 P.M. Local Time,

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

The undersigned, pursuant to the request for proposal, being familiar with the information, conditions and instructions in the documents, hereby propose to provide audit services in accordance with the requirements specified.

County wide cost allocation for fiscal years ending December 31:				
Department indirect cost proposals:	2017	2018	2019	Total
Social Services				
Public Health and Nursing Services				

Please print clearly or type:

Name of Firm:	
Address:	
Representative Name & Signature:	
Telephone #:	Fax #:
Email Address:	
Federal Employer ID#:	Date:

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 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
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 of restricting competition.

PLEASE PRINT OR TYPE:

Company Name: _____

Company Address: _____

Name: _____

Title: _____

Signature: _____

Federal Employer ID #: _____ Date: _____

Telephone No.: _____ FAX No.: _____

Proposal 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 Employer ID #: _____ Date: _____

Telephone No.: _____ FAX No.: _____

Bid Title: _____

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

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 coverage. If there are questions please contact the Steuben County Risk Manager 607-664-2104