



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, Health & Education Committee of the Steuben County Legislature and the Commissioner of the Steuben County Department of Social Services sealed competitive proposals per specifications for **Temporary & Subsidized Housing Study** ; document #GC-23-036-P.

Request 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.steubencountyny.gov.

Interested parties assume all responsibility to acquire 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 Thursday, November 30, 2023; 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: October 27, 2023

Andrew G. Morse
Director of Purchasing

Request for Competitive Sealed Proposals:
Temporary & Subsidized Housing Study; document #GC-23-036-P

1. **General Provisions:**

It is the intent of this request for proposals to obtain competitive pricing for a Temporary and Subsidized Housing Study.

2. **Project Manager:**

Lise Reynolds, Deputy Commissioner of Social Services or Kathryn Muller, Commissioner of Social Services, 3 East Pulteney Square, Bath, N.Y. 14810. Telephone number: 607-664-2444.

3. **Qualifications:**

Steuben County will be free to make any inquiries deemed necessary to ascertain the qualifications of the contractor and/or the accuracy of statements made by the contractor as to its qualifications.

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; Budget Narrative and Justification:**

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 staffing, site/facilities, 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, that 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) reference with contact names and phone numbers where the contractor has completed projects similar in nature in New York State.
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 the Commissioner of the Department of Social Services and any additional County staff as deemed appropriate, and approval will be made by a designated committee. Contractor will be indemnifying and insuring for cloud-based breaches not caused by the fault of Steuben County.
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. **Contract Term:**
The contract to conduct a Temporary and Subsidized Housing Study, if an award is made, will be effective on the date the contract is signed by all required parties.

This is a one-time contract.
12. **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.

13. **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 Commissioner of Finance and the Administration Committee.

14. **Insurance:**

a) This document includes an information sheet entitled: STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS. These requirements establish the minimum insurance(s) which the 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. The document number and title shall be referenced in the description/additional comments section of the certificate of insurance form.

PLEASE NOTE: 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 C-105.2, 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.

15. **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.

16. **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.

17. 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.

18. Prevention of Sexual Harassment:

Contractor hereby represents that said contractor is in compliance with New York State Labor Law Section 201-g entitled “Prevention of Sexual Harassment”.

Contractor offering to provide services pursuant to this contract, as a consultant, joint venture consultant, subcontractor, attests that its performance of the services outlined in this contract has a written policy addressing sexual harassment prevention in the workplace and provides training, which meets the New York State Department of Labor’s model policy and training standards, to all employees on an annual basis.

Furthermore, by submission of this Expression of Interest procurement document, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint submission each party thereto certifies its own organization, under penalty of perjury, that the submitter has and has implemented a written policy addressing sexual harassment prevention training to all of its employees. Such policy shall at minimum meet the requirements of

Section Two Hundred One – g of the New York State Labor Law (NYS Labor Law §201-g).

19. **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 contractor 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) Addenda 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. It will also be available on the county web site.
- c) It is a requirement that the contractor sign, date and include the addendum with its submission.

20. **Submission of Proposals:**

- a) The contractor 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 contractor's name and address and the designation: "Sealed Proposal: Temporary & Subsidized Housing Study GC-23-036-P".
- 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 or other electronically 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) All proposals will become property of the County once the advertised date and time of the proposal opening has arrived. The County will have the right to disclose all or any part of a proposal to public inspection based on its determination of what disclosure will serve the public interest. Prospective offerors are further advised that, except for trade secrets and certain personnel information (both of which the County has reserved the right to disclose), all parts of proposals must be disclosed to those members of the general public making inquiry under the New York State Freedom of Information Law (NYS Public Officers Law, Article 6).

Should an offeror wish to request exemption from public access to information contained in its proposal, the offeror must at the time of submission of its offer, specifically, identify in their submission the information and explain in detail why public access to the information would be harmful to the offeror.

- g) You must submit a separate RFP response for each different solution you are proposing.

21. **Late Proposals:**

Contractor 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.

22. **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 contractors 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.

23. **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 contractors 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 national origin.

24. **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.

25. **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.

26. **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.

27. **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.
28. **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.
29. **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.
30. **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.
31. **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.
32. **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.
33. **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.
34. 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 and the Commissioner of the Department of Social Services reserve 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.
35. **Questions:**
Contractor's questions will be accepted until November 20, 2023 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. amorse@steubencountyny.gov.

GENERAL TERMS AND CONDITIONS

Scope of Work – Temporary & Subsidized Housing Study

Document and assess recent historic and current temporary and permanent subsidized housing demographics in the County, identify trends, and project to the future for the County.

Provide a summary of the current housing stock and market of temporary, supportive, and subsidized permanent housing within the County. Include cost/ fair market rent/low income/subsidy or stipend, type of rental (i.e. Boarding home, duplex, house etc.), occupancy level (number of bedrooms, number of units), age, and handicap accessibility. This data should be organized by municipality within Steuben County.

Document and assess subsidized housing population – residents (are they individuals who reside in the county and what does that residency look like-5 Years/Entire Life), transients, parolees, sex offender, special needs including mental health/substance abuse/OPWDD, hospital discharges, seniors, children, youth aging out of foster care, homeless history, employment status. Identify number within the population paying over 30% for rent.

Identify additional temporary, supportive, and subsidized permanent housing options for the County. If none are currently available, project future need, based upon trends. Within this analysis, identify the quantity needed and locations for: singles, couples, and families; special needs population(s). Access to services, groceries, transportation, and other support should be considered in this analysis.

Examine location(s) of temporary and supportive housing and their fit within the local community.

Identify current supports for this population and gaps in services/opportunities for improvement. This may include availability of transportation, mental health/substance use disorder services, access to day care, food/grocery, employment, and re-entry.

Meet with stakeholders, including service providers identified by Steuben County personnel, property owners, municipal leaders, and neighboring businesses to gain qualitative perspectives.

Conduct interviews of clients of both temporary and supportive housing services to gain qualitative perspectives.

Outreach and interviews of homeless who refuse housing.

Provide a feasibility and cost study/analysis of the construction and operation of a homeless shelter and a warming station including potential locations, with accessibility and access to

services being a key factor. This analysis should identify funding opportunities for construction and operations as well as identify potential opportunities for partnerships.

Deliverables:

- A written plan that addresses all elements described in the above Scope of Work;
- An in-person presentation to the County Legislature and interested stakeholders.

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose offer is judged to be the most advantageous to the County.

County staff will review, analyze and evaluate all proposals and score them in accordance with the criteria described below. If needed, additional information may be requested from one or more Proposers. Interviews and contract negotiations may be conducted with one or more Proposers.

By use of numeral and narrative scoring techniques, it is the intent of the County to evaluate proposals against the factors specified below. The relative weights of the criteria-based on a 100-point scale are shown in parentheses.

- Qualifications, experience, references (20 points)
- Staffing, Project Organization (10 points)
- Work Plan/Technical Approach (30 points)
- Fee (35 points)
- Miscellaneous, including exceptions/deviations, etc. (5 points)

Request for Proposal
Temporary & Subsidized Housing Study
Document #GC-23-036-P

FILE DAY, DATE & TIME: Thursday, November 30, 2023; 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:	

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 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: _____

CERTIFICATE OF NYS WORKER'S COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name and Address of Insured (Use street address only)</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p>	<p>3a. Name of Insurance Carrier</p> <p>3b. Policy Number of entity listed in box "1a":</p> <p>3c. Policy effective period: to</p> <p>3d. The Proprietor, Partners or Executive Officers are: <input type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy.) The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent or until the policy expiration date listed in box "3c", whichever is earlier.***

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: _____
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____
(Signature) (Date)

Title: _____

Telephone Number of authorized representative or licensed agent of insurance carrier: _____

Please note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.

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