

Invitation for Proposal

Date: 07/13/2020

NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS ARE SOUGHT AND REQUESTED FOR THE FOLLOWING:

RFP NAME: Direct Administrative Cost work for DR 4480

Tioga County, NY request that proposals be submitted for the purpose of assisting the Tioga County Office of Emergency Services to complete its application and FEMA reimbursement process for DR 4480 COVID 19 to Tioga County. The COUNTY requires these Direct Administrative Cost services.

BID NUMBER: TC OES 2020 – 07-01

BID SUBMISSION TO: Tioga County Director of Emergency Services and Fire Coordinator Michael Simmons, Tioga County Public Safety Building, 103 Corporate Drive, Owego, New York 13827 by mail, overnight service or in person no later than 4 PM on Tuesday, July 28, 2020. Proposals not received by that time will not be considered.

PLACE OF OPENING: 103 Corporate Drive, Owego, NY 13827

DATE OF OPENING: July 28, 2020

TIME OF OPENING: 4 PM

CONTACT PERSON: Tioga County Director of Emergency Services and Fire Coordinator Michael Simmons, Tioga County Public Safety Building, 103 Corporate Drive, Owego, New York 13827 (607) 687-2023 or e-mail simmonsm@co.tioga.ny.us

VENDORS MUST SUBMIT BID IN SEALED ENVELOPE.

PLEASE PRINT (ON FACE OF ENVELOPE):

- 1. NAME AND ADDRESS OF BIDDER**
- 2. BID NAME AND NUMBER**

It is the bidder's responsibility to read the Bid Specifications and GENERAL CONDITIONS which outline bidding rules of the Tioga County Purchasing Department.

Upon submission of bid, it is understood that the bidder has read, fully understands and will comply with said RFP, GENERAL CONDITIONS and specification requirements.

By: Tioga County Director of Emergency Services and Fire Coordinator Michael Simmons

RFP for Professional Services to the Tioga County Office of Emergency Services

I. INVITATION

Written proposals subject to the conditions herein stated and attached hereto, will be received at this office until July 28, 2020 at 4:00PM for providing the services as described below for Tioga County, New York (hereinafter "COUNTY") and its partner counties.

II. DESCRIPTION

COUNTY is hereby requesting written proposals to provide professional services:

Tioga County, NY request that proposals be submitted for the purpose of assisting the Tioga County Office of Emergency Services to complete its application and FEMA reimbursement process for DR 4480 COVID 19 to Tioga County. The COUNTY requires these Direct Administrative Cost services. COUNTY will receive proposals from Proposers having specific experience and qualifications in the area identified in this solicitation. For consideration, proposals for this project must contain evidence on the Proposer's experience and abilities in the specified area and other disciplines directly related to the proposed service. Other information required by COUNTY may be included elsewhere in the solicitation.

County through its Attorney will negotiate the appropriate general conditions and insurance requirements for the successful proposer based on the proposal deliverables following the award of the project contract.

It is anticipated that other counties in New York State may wish to use this RFP as a basis to contract with the successful proposer.

III. EVALUATION PROCEEDURE AND FACTORS CONSIDERED

Qualifications of Proposers: The Proposer may be required before the award of any contract to show to the complete satisfaction of COUNTY that it has the necessary facilities, ability, and financial resources to provide the service specified herein in a satisfactory manner. The Proposer may also be required to give a past history and references in order to satisfy COUNTY in regard to Proposer's qualifications. COUNTY may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and the proposer shall furnish COUNTY all information for this purpose that may be requested. COUNTY reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy COUNTY that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described herein. Evaluation of the Proposer's qualifications shall include:

- A. The ability, capacity, skill, financial, and other necessary resources to perform the work or provide the service required;
- B. The ability of the Proposer to perform the work or provide the service promptly or within the time specified, without delay or interference;
- C. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer; and
- D. The quality of performance of previous contracts or services.

A selection committee made up by qualified COUNTY staff shall review, evaluate and make a final decision on all replies. It is therefore important that respondents emphasize specific information pertinent to the work.

Vendors should have experience with or knowledge of the New York State DHSES OEM disaster recovery process as well as the FEMA reimbursement process including the FEMA grants portal. Ideally, the vendor would have familiarity with the geography of Tioga County and

New York States' Southern Tier.

Vendor should have experience or knowledge of the FEMA Public Assistance process.

IV. CRITERIA FOR AWARD

STEP 1: Proposals will be reviewed to assure compliance with the minimum specifications.

STEP 2: Proposals that satisfactorily complete STEP 1 will be reviewed/analyzed to determine if the proposal adequately meets the needs of the COUNTY. Factors to be considered are as follows:

- A. Qualifications
- B. Past Experience
- C. Staff
- D. References
- E. Price/Rates

V. PREPARATION INFORMATION

- A. All proposals submitted in response to this request shall be in writing.
- B. Inquiries regarding this request for Proposal must be mailed to: Tioga County Director of Emergency Services and Fire Coordinator Michael Simmons, Tioga County Public Safety Building, 103 Corporate Drive, Owego, New York 13827 (607) 687-2023 or e-mail simmonsm@co.tioga.ny.us no later than Monday, July 20, 2020 at 10 AM. Responses will be given at the **optional** general meeting of potential proposers by Monday, July 20, 2020 at 10 AM.
- C. There will be an **optional** general meeting for potential proposers at the Tioga County Bureau of Fire, Tioga County Public Safety Building, 103 Corporate Drive, Owego, New York 13827 on Monday, July 20th, 2020 at 10 AM.

D. Proposals and attachments must be submitted to: Tioga County Director of Emergency Services and Fire Coordinator Michael Simmons, Tioga County Public Safety Building, 103 Corporate Drive, Owego, New York 13827 by 4 PM on Tuesday, July 21, 2020.

VI. MINIMUM SPECIFICATIONS

A. General Statement

Tioga County, NY (COUNTY) request proposals for the purpose of selecting a consultant to assist the Tioga County Office of Emergency Services to fulfill its complete its application and FEMA reimbursement process for DR 4480 COVID 19 to Tioga County. The COUNTY requires these Direct Administrative Cost services.

B. Detailed minimum specifications

1. Have a frequent presence on-site in Tioga County to interface and communicate with Tioga County Office of Emergency Services and other Tioga County governmental departments and stakeholders.
2. Work with Tioga County Department representatives, Non-Profit Entities, Town, Village and Fire Districts to gather appropriate information on their operations and processes and COVID expenses for use in the FEMA reimbursement claim.
3. **Deliverables include completion of the complete FEMA reimbursement process thru close out.**

VII. RFP FORMAT

The proposal shall be submitted using the following format and include detail to support each criteria listed. Brevity is encouraged. Each section response is limited to two (2) pages.

- A. Cover Letter:** Include an overview of your company, age and size of business, location of principle place of business, and company philosophy in providing services.
- B. Qualifications:** Identify company qualifications to perform in support of the update of the Tioga County Office of Emergency Services – FEMA reimbursement process.
- C. Past Experience:** Provide a list of similar projects with descriptions of services provided within the last 10 years.
- D. Planning Staff:** Identify your staff by position and include a brief bio (you may attach full resumes in an Attachment A to your proposal).
- E. References:** Provide two (2) references for similar projects within the past five (5) years.
- F. Price:** Offer an hourly rate for each person to be utilized in fulfilling this contract. The rate should be fully loaded to include all labor, overhead, fringe, profit, travel and expenses and taxes where applicable. Other potential contract related expenses will be negotiated after the award and prior to contract signing.
- G. Other:** No other attachments are allowed, except for resumes.
Contractor will be required to supply proof of general liability insurance, workman’s compensation and other submissions as required by the Tioga County General Contract and Insurance Specification attached hereto as Attachment A.

VIII. COST PROPOSAL

Specify positions, titles and hourly rates (fully loaded) of the staff to be utilized to fulfill the contract.

Quantities of staff required to perform work under this contract will be negotiated post-award and will be based on:

1. The number of documents prepared.
2. Other factors that determine the scope of work.

Other expenses will be negotiated post-award based on similar criteria.

IX. ACCEPTANCE AND IRREGULARITIES

Tioga County reserves the right to reject any and all proposals, and waive any irregularities in the proposals.

X. DISPOSITION OF PROPOSALS/EXPENSES INCURRED

All submitted statements become property of Tioga County. The County accepts no responsibility for any expense incurred by the Proposer in the preparation and presentation of an offer.

XI. EFFECT

The release of the Request for Qualifications does not constitute an acceptance of any offer, nor does such release in any way obligate the County to execute a contract with any other party. The County reserves the right to accept, reject or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The County may cancel this solicitation at any time.

XII. TERMINATION FOR CONVENIENCE

Any contract entered into shall contain a clause permitting Tioga County to terminate the contract at its convenience and for any reason, upon 30 days written notice to the contractor for no cause, and upon 5 day written notice for cause. Contractor shall be paid for satisfactory performance of services to date of termination.

XIII. DEPARTMENT

By submitting a proposal, the Proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of New York or the Federal Government and that it is not a person or entity that is currently debarred from

submitting proposals for contracts issued by any political subdivision or agency of the State of New York or the Federal Government.

XIV. STANDARD TERMS AND CONDITIONS

Any contract entered into shall contain the following standard clauses and conditions.

- A. Applicable Law:** This contract shall be governed by the laws of the State of New York. The venue of any dispute resolution shall be Tioga County.
- B. DISPUTE RESOLUTION:** All disputes shall be resolved in the court of appropriate jurisdiction in the State of New York.

XV. APPENDIX A Standard Clauses FOR TIOGA COUNTY CONTRACTS

APPENDIX A
STANDARD CLAUSES FOR TIOGA COUNTY CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR TIOGA COUNTY
CONTRACTS

The parties to the attached contract, license, lease, amendment, renewal or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the County of Tioga ("the County"), whether a contractor, vendor, licensor, licensee, lessor, lessee or any other party):

1. RELATIONSHIP OF PARTIES. Contractor shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim that any of its officers or employees are officers or employees of the County by reason of this Agreement. Contractor further agrees that it will not make against the County any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

2. EXECUTORY CLAUSE. (A) **All Contracts.** In accordance with § 362 of the County Law, the County shall have no liability under this contract to Contractor or to anyone else beyond funds appropriated and available for this contract. (B) **Certain Installment Purchase Contracts.** Further, in the case of an installment purchase contract, pursuant to General Municipal Law § 109-b, any such installment purchase contract is not a general obligation of the County. Neither the full faith and credit nor the taxing power of the County of Tioga are pledged to the payment of any amount due or to become due under such installment purchase contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contract. Further, no liability on account thereof shall be incurred by the state of New York municipal bond bank agency beyond the amount of such monies. It is understood that neither this contract nor any representation by any employee or officer of such agency creates any legal or moral obligation to appropriate or make state monies available for the purpose of the contract.

3. EXTENSIONS, RENEWALS, MODIFICATIONS. Extensions or renewals to the Agreement or any modification including new products, terms, or price changes to the Agreement shall be submitted by the Contractor to the County for approval by the County Legislature of the County in order to be effective. No provision of a contract which states that the term of the contract shall be deemed renewed for a specified

additional period shall be effective against the County, absent a subsequent resolution of the County legislature, specifically authorizing such renewal.

4. NON-ASSIGNMENT CLAUSE. In accordance with § 109 of the General Municipal Law, this contract may not be assigned by Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so without such consent are null and void.

5. INSURANCE AND INDEMNIFICATION, HOLD HARMLESS. (A) **Insurance.** (i) (a) Contractor covenants and agrees to maintain in full force and effect during the term of this Agreement, and any subsequent term, comprehensive insurance in form, term and content satisfactory to the annexed standards of the County, which are incorporated herein (*Appendix B: General Contract and Insurance Specifications*) and, to prove as evidence of such compliance, insurance certificate(s) which shall be annexed to and made part of this Agreement and shall name the County of Tioga Attention: Law Department, as Additional Insured and certificate holder (not simply "certificate holder") (except Worker's Compensation/Disability Benefits) in connection with the work being performed. (b) Said certificate(s) shall be annexed hereto prior to or at the time of execution of this Agreement by the County. (c) Contractor acknowledges that failure to obtain or maintain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The County shall, if it deems it necessary, have the right to ask for additional certification at different points throughout the life of the contract.

(B) **Indemnification, Hold Harmless.** Notwithstanding the limits of any policy of insurance provided or maintained by Contractor, Contractor shall defend, indemnify and hold harmless the County of Tioga and its officers, employees and agents from all claims, actions, suits, liabilities, damages, awards, costs and expenses (including, without limitation, attorneys' fees) of every nature and description arising out of or related to the services provided by Contractor under

this Agreement and arising out of or caused by any act, omission, breach or negligence of Contractor or its officers, employees, volunteers, or agents. Contractor's duties and obligations pursuant to this paragraph shall survive the termination or expiration of this Agreement.

6. WORKERS' COMPENSATION BENEFITS. This contract shall be void and of no force and effect unless Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law (WCL). Contractor understands and agrees that pursuant to WCL § 57 (workers' compensation requirements), Contractor must provide one of the following forms to the government entity issuing the permit or entering into a contract: (A) Form CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; (B) Form C-105.2, Certificate of Workers' Compensation Insurance; or (C) Form SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Worker's Compensation Group Self-Insurance. Pursuant to WCL § 220(8) (disability benefits requirements), Contractor must provide one of the following forms to the entity issuing the permit or entering into a contract: (A) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (see above); (B) DB-120.1, Certificate of Disability Benefits Insurance; or (C) DB-155, Certificate of Disability Benefits Self-Insurance. (In the case of NYS Agencies acceptable proof consists of a letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation). Contractor acknowledges and agrees that, pursuant to the New York State Workers' Compensation Board, ACORD forms are not acceptable proof of such coverage.

7. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Art. 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with § 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b)

discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in § 230 of the Labor Law, then, in accordance with § 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of § 220-e or § 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation. It is the sole responsibility of Contractor to determine if Contractor is subject to this contract provision and to ensure compliance with same.

8. WAGE AND HOURS PROVISIONS FOR CERTAIN CONTRACTS. If this is a public work contract covered by Art. 8 of the Labor Law or a building service contract covered by Art. 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Art. 8 of the Labor Law, Contractor understands and agrees that the filing of payrolls in a manner consistent with Subd. 3-a of § 220 of the Labor Law shall be a condition precedent to payment by the County of any State approved sums due and owing for work done upon the project. It is the sole responsibility of Contractor to determine if Contractor is subject to this contract provision and to ensure compliance with same.

9. SET-OFF RIGHTS. The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any moneys due to Contractor under this contract up to any amounts due and owing to the County with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Treasurer.

10. RECORDS. Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Legislature, County Treasurer and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under § 87 of the Public Officers Law (the "Statute") provided that: (i) Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (A) Pursuant to Tax Law § 5, Contractor understands and agrees that, notwithstanding any other provision of law, the County shall, at the time the County contracts to purchase or purchases goods or services or leases real or personal property from any person, require that each such person provide to the County such person's federal social security account number or federal employer identification number, or both such numbers when such person has both such numbers, or, where such person does not have such number or numbers, the reason or reasons why such person does not have such number or numbers. Such numbers or reasons shall be obtained by the County as part of the administration of the taxes administered by the New York State Tax Commissioner for establishing the identification of persons affected by such taxes. (B) Contractor further understands and agrees that, notwithstanding any other provision of law, the County shall, upon request of the commissioner, furnish to the commissioner the following information with respect to each person covered by this section: (1) business name or the name under which the applicant for a license or licensee will be licensed or is licensed; (2) business address or whatever type of address the County requires the applicant for a license or the licensee to furnish to it; and (3) federal social security account number or federal employer identification number, or both such numbers where such person has both such numbers, or the reason or reasons, furnished by such person, why such person does not have such number or numbers. Notwithstanding

Art. 6 of the Public Officers Law or any other provision of law, the report to be furnished by the County to the commissioner pursuant to this section shall not be open to the public for inspection. (C) For the purposes of this section, "Person" shall mean an individual, partnership, limited liability company, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, or any combination of the foregoing. However, such term shall not include any public corporation, corporation formed other than for profit or unincorporated not-for-profit entity, except such term shall include an education corporation of the type dealt with in § 221 of the Education Law, an education corporation subject to Art. 101 of the Education Law and a cooperative corporation.

12. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. Contractor certifies and warrants that any and all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of § 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subd. (including the County) or public benefit corporation. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Except as might be specifically authorized by State Finance Law § 165, any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or wood product in performance of the contract shall be deemed non-responsive.

13. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. In the event Contractor conducts business in New York state, and owns or licenses computerized data which includes private information, Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa) as applicable.

14. NON-COLLUSIVE BIDDING CERTIFICATION FOR CERTAIN CONTRACTS. In accordance with General Municipal Law § 103-d(1), if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty 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 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 bidder 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 bidder and will not knowingly be disclosed by the bidder 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 bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

15. IRAN DIVESTMENT ACT REQUIREMENTS FOR CERTAIN CONTRACTS.

In accordance with General Municipal Law § 103-g, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury: 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 paragraph (b) of Subd. 3 of § 165-a of the State Finance Law.

16. HIPAA REQUIREMENTS FOR CERTAIN CONTRACTS.

In the event that Protected Health Information is used or disclosed in connection with or in the course of the performance of the Agreement, a "Business Associate Agreement" ("*Business Associate Agreement*"), shall be attached to and incorporated by reference in the contract, in a form and content approved by the County and shall apply in the event that Protected Health Information is used or disclosed in connection with or in the course of the performance of the Agreement by the party signing this Agreement as Business Associate, and pursuant to which Business Associate may be considered a "business associate" of the County as such term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including all pertinent regulations issued by the U.S. Department of Health and Human Services, as amended.

17. PROMPT AUDITING OF VOUCHERS AND LATE PAYMENT PROVISIONS.

Consistent with accepted business practices and with sound principles of fiscal management, the County shall audit vouchers and make payments expeditiously and subject to proper and reasonable financial oversight activities designed to ensure that the County receives the quality of goods and services to which it is entitled and to ensure that public funds are spent in a prudent and responsible manner. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by General Municipal Law § 3-a and General Municipal Law Art. 5-a, to the extent required by law.

18. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

19. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise. Pursuant to Civil Practice Law and Rules 504(1), the place of trial of all actions related to this contract by or against the County or any of its officers, boards or departments shall be in such county.

20. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily directed), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

21. GIVING OF NOTICES. Any notice, request, or other communication required to be given pursuant to the provisions of this agreement shall be in writing and shall be deemed to have been given when delivered in person or five days after being deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, and addressed to the address listed on the face sheet of this contract. The address of either party to this agreement may be changed by notice in writing to the other party served in accordance with this provision.

22. COUNTY ATTORNEY'S APPROVAL. Contractor understands and agrees that the Tioga County Attorney's office may approve and make or require modifications, other than price and dates, prior to execution by the County to ensure compliance with applicable federal, state and local laws and with all provisions of the county's contract policy manual and insurance standards.

23. DESCRIPTIVE HEADINGS FOR CONVENIENCE ONLY.

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Contract.

24. ACCURACY OF CONTRACTOR REPRESENTATIONS.

Contractor understands, acknowledges and agrees that this Contract will be relied upon by, and filed with, registered or recorded in or otherwise become a part of the records of, the County of Tioga. Contractor affirms, under penalty of perjury, to the best of his/her/its knowledge, information and belief, that the representations, agreements and promises made by Contractor in this Contract, and all attachments thereto, including any and all exhibits or appendices, is true, complete and accurate.

25. SEXUAL HARASSMENT POLICY VENDOR ACKNOWLEDGEMENT

1. Vendor represents and warrants that:
 - a) It has received and understands Tioga County's Sexual Harassment Prevention Policy ("Policy"), which is also available on the Tioga County website at <https://www.tiogacountyny.com>
 - b) It has provided each employee who provides a service to Tioga County with a copy of the Policy;
 - c) All Vendor employees have received training on the Policy, including how to file a complaint of sexual harassment against Tioga County under the Policy;
 - d) A Vendor employee who has not received a copy of the Policy and/or received training on the Policy shall not be assigned to work at a Tioga County facility or with Tioga County employees; and
 - e) Vendor shall not retaliate against a Vendor employee who exercises a right protected under the Policy or law. Upon request, Vendor shall provide Tioga County with a Vendor employee's written acknowledgement of the Policy and training received.
2. To the fullest extent provided by law, and without prejudice to any rights Tioga County may have against Vendor, Vendor shall fully cooperate with Tioga County's investigation into any claim(s) of sexual harassment by a Vendor employee against Tioga County and shall further indemnify and hold Tioga County harmless from any (a breach of this provision, to include the representations and warranties made in paragraph 1 above; and b) the cost and expense of any investigation undertaken by Tioga County which pertains to or arises from the filing of a Vendor employee's claim against Tioga County under this policy.

26. CLAUSES FOR NYSDOT FUNDED CONTRACTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when

the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 27.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Recipient Federal Highway Administration and Federal Transportation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or Federal Highway Administration and Federal Transportation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration and Federal Transportation Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration and Federal Transportation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.