

Michael S. Simmons
Director & Fire Coordinator
simmons@co.tioga.ny.us



Robert P. Williams
Deputy Director
williamsr@co.tioga.ny.us

LEGAL NOTICE

Notice is hereby given that the Tioga County Emergency Services Office will receive sealed competitive proposals per specifications for Communications Shelters per specifications: document # TC OES 22-01


Request for proposal forms, scope of services and general provisions are available at the Tioga County Emergency Services, 103 Corporate Drive, Owego, NY 13827. These documents are also available on the Tioga County website.

Interested parties assume all responsibility to acquire information and forms.

To be considered, proposals must be submitted on Tioga County forms and delivered in a sealed opaque envelope. Proposals will be received at the Tioga County Emergency Services Office until 10 AM on Tuesday, August 23, 2022; at which time proposals will be opened and acknowledged as received.

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

Dated: July 25, 2022



Michael Simmons
Director of Emergency Services

103 Corporate Drive
Owego, New York 13827
607-687-2023 • 607-687-8466
Fax: 607-687-6782

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simmonsm@co.tioga.ny.us



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July 21, 2022

Tioga County Request for Bids

RADIO COMMUNICATION SHELTERS

GENERAL BIDDING INFORMATION

1. Contents of this bid proposal package are as follows:

- Legal Notice
- General Bidding Information
- Communication Shelters Technical Specifications with Bid Form
- Tioga County law Department – Appendix A

2. GENERAL INFORMATION AND INSTRUCTIONS for bidders are listed under General Bidding Information. The items numbered below are general instructions included on all bids sought by the County. Additional requirements or instructions may be checked off on attached specification sheets. Please read each item carefully so that your bid will be submitted correctly.

3. BIDDERS' LEGAL CONFORMANCE with section 103 a, b, c, d; General Municipal Law of the State of New York is required. (This Section outlines grounds for cancellation, disqualification of contracts, and removal or disqualification of contractors by petition and statement of non-collusion.)

4. DATE OF BID OPENING indicated on the Notice to Bidders is the final time for submitting acceptable bids. Those Bids arriving after the stipulated hour will be returned unopened and will not be considered. Bids must be sealed and may be mailed or delivered in person to the Tioga County Law Department.

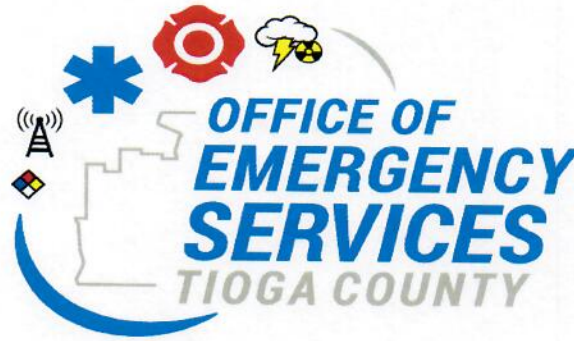
5. INFORMATION PROVIDED BY THE BIDDER on the Price Response shall include the brand/ manufacturer of the items bid. This information shall be construed to be completely in accord with the specification outlined in the proposal, unless the bidder explains all deviations and qualification in writing on the Price Response.

6. PRICE QUOTED on the Price Response shall be NET, including freight, delivery and fuel charges to the locations specified, and installation charges, if required -- unless otherwise noted in the ADDITIONAL BIDDING REQUIREMENTS and/ or SPECIFICATIONS.

7. BID PROPOSALS shall be legible and in ink or typewritten. Signature of the bidder shall be in ink. **Failure to sign the Bid Submission Signature Page will result in rejection of the bid as incomplete.**

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Owego, New York 13827
607-687-2023 • 607-687-8466
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8.RETURN the Bid Submission Signature Page, Non-Collusive Bidding Certification and Law department Appendix A forms with your Bid in a package or envelope with the bid name and number clearly marked on the outside of the packaging. If you use other packaging (including UPS, FedEx, etc.) the bid number must be clearly marked on the outside of the packaging. If unmarked, the bid may not be opened.

9.BID WITHDRAWAL by bidders is not permitted during the sixty (60) day interim award period unless the bidder expressly states in his bid that acceptance thereof must be made within a shorter specified time.



103 Corporate Drive
Owego, New York 13827
607-687-2023 • 607-687-8466
Fax: 607-687-6782

RADIO EQUIPMENT SHELTER

CONSTRUCTION

Contractor shall furnish and install at least (3) three 12'x27' pre-cast concrete equipment Shelters on concrete foundation per specification herein

Contractor shall furnish and install at least (1) one 12'x23' pre-cast concrete equipment Shelter on concrete foundation per specification herein

Shelter shall be warrantied and free of structural deterioration and failure for a period of not less that fifteen (15) years.

The Contractor will repair or replace equipment shelters that fail within the fifteen (15) year period from final acceptance at no cost to the county.

Pre-fabricated shelters shall be attached to the foundations in accordance with the shelter manufacturer's specifications.

Contractor shall be responsible for obtaining the permits to transport pre-fabricated shelters to the site or place of delivery designated by the county.

Shelters shall include floor space and clearances required by codes and regulations for electrical equipment such as panel boards, automatic transfer switch, UPS, or DC power plants, wall-mount equipment (e.g. wall-mount air conditioning and emergency ventilation units, etc.), floor mount equipment (e.g. , batteries), and work areas.

Shelters floors will support a uniform floor load of at least two hundred (200) pounds per square foot and a concentrated load of at least three-hundred fifty (350) pounds.

Roofs will withstand a minimum uplift of 100 pounds per square foot (psf).

Shelter exterior walls shall be reinforced concrete.

Shelter doors and frames shall be powder coated.

Shelters shall have an exterior mounted drip trough or awning to divert water away from the entrance.

Shelter doors shall be heavy gauge steel mounted in a matching full metal frame from the same manufacturer as the door itself.

Shelter doors shall have a programmable 4 digit code lock

A stainless steel lock guard shall be provided.

Shelter walls and doors shall be designed to be vandal and bulletproof.

Shelter exterior walls will be reinforced concrete. The shelter, including doors, will have a bullet resistance rating that complies with levels 1-4 of UL 752 ballistic standards.

Shelter exterior shall be fireproof. Exterior doors shall have a minimum two hour fire rating.

Shelter shall be appropriately insulated (R-25), dust-tight and water-tight.

AC power outlets shall be installed as per local codes, specifications listed HVAC Unit Section and other applicable manufacturer requirements.

Labeling: Contractor shall employ a detailed and uniform labeling scheme to label all shelter equipment including, but not limited to, power and telephone lines, panels, and wave guide racks.

Shelter shall be furnished with a minimum of two (2) external vertical air conditioning unit as per the HVAC requirements herein.

An auxiliary exhaust fan system shall be installed including motorized louvers, thermostat, timer and hood with permanent expanded metal dust filter and exhaust insect screen.

Shelter shall be fitted with two (2) twelve (12) port, five (5)-inch diameter, waveguide and transmission line entry ports.

Port holes shall be capped on both sides with removable caps or equivalent weather- tight seals pre the manufacturer's design.

Rigid foam insulation shall be installed in the void between plates.

The waveguide port location on the shelter will be provided prior to final orders.

Port holes shall be designed for a one-hour fire rating.

Shelters shall include overhead cable ladders as required to support all cables and transmission line.

Shelters shall be provided with cable trays with a minimum width of 18 inches. The final runs and exact locations of the cable trays will be provided prior to final orders.

Cable ladder shall be steel, ladder type with rungs spaced no more than 12 inches apart.

A minimum of 12 inches above the top of the cable tray and ceiling shall be maintained.

All cable tray sections shall be electrically bonded together by an approved method and connected to the shelter ground system.

The cable tray system shall be grounded to the room single point ground position (MGB) only.

Shelters shall include appropriate handheld fire extinguisher(s) per code. The fire extinguisher certification will be current as of the time of the acceptance testing of the site.

Shelters shall include a cable termination panel (fire retardant plywood) mounted inside the equipment shelter.

ALARM DEVICE CONTACTS

At a minimum, shelter shall include the following sensors:

A hydrogen sensor if needed due to type of battery system.

A door intrusion detection sensor

Door intrusion sensors shall be equipped with a concealed Tech-On-Site switch to enable approved technicians to deactivate the intrusion alarm.

High and low temperature monitoring sensors.

Fire detection system; line voltage, smoke/CO2 detectors

A humidity monitoring sensor

HVAV unit failure (2)

Rectifier alarm

ATS-emergency power

One (1) fan/louver failure alarm

One (1) utility power failure alarm

Alarms for all sensors shall be wired to punch down block. Alarm outputs shall be "closed" during the normal condition and "open" during the alarm condition.

LIGHTING

Contractor shall furnish site premises with adequate interior and external lighting.

Interior lights shall not introduce any interference to the radio systems.

Interior lighting shall be Light Emitting Diodes to provide an illumination level of 75 foot- candles at three (3) feet above finish floor level for a fully loaded building.

Contractor shall use energy efficient lighting systems.

All lighting shall be configured for motion activation or occupancy sensor with a programmable timer if required by code. At least one light fixture shall be on manual light switch to provide lighting in the event of erroneous occupancy sensing.

Exterior lighting shall utilize non interfering LED on each face of the shelter secured in a weatherproof protective housing.

Consideration shall be given to sites located adjacent to residential area, and exterior light fixture will be able to downcast light.

The exterior light shall be controlled by an interior mounted switch and mounted photocell with motion detector.

A battery-powered emergency lighting unit shall be installed above the door(s).

Shelters must include four (4) 4" electrical conduits to nearest telecommunications easement.

POWER DISTRIBUTION

Redundant External Power Plug: The shelter shall be supplied with a weatherproof outdoor electrical receptacle for connection of a temporary emergency generator for use if permanent generator fails. The supplied receptacle shall be compatible with 200A, 120/240 Volt, 60 Hz, Single Phase cable connector.

Shelter shall be designed for 200 amp, 240/120 VAC, single phase with a minimum of forty two (42) circuits with a main breaker and all required circuit breakers.

The shelter shall be equipped with a minimum of six (6) wall mounted 20 A duplex outlets and two (2) 120 Volt, 20 Amp individually circuited (one wall mounted, one ceiling mounted) duplex receptacles for plug-in equipment.

All breakers and outlets shall be properly identified and labeled. Labels shall be permanent, weather resistant and printed in Arial font.

In addition to any circuit breakers required to power equipment shelter components (HVAC, lights, receptacles etc.), the shelter shall be provided with the following spare circuit breakers:

Three (3) 2-pole 30A circuit breaker

Eight (8) 1 – pole 20A circuit breakers.

SHELTER GROUND SYSTEM

Shelter must meet the most recent Motorola R-56 grounding requirements. Interior halo shall be single point halo ground using #2 bare stranded copper conductor.

The shelter must contain ¼ inch x 4 inch x 2 feet long (minimum length) copper ground bus bars both inside and outside the shelter directly below the waveguide entry port.

The interior and exterior bus bars shall be of the “integrated design” per Motorola R56 Standards.

All metallic items in the shelter shall be grounded.

All grounds bussed from all metallic items shall be attached in the direction of the nearest end of the inside bus bar.

Snap-on covers shall be provided to protect and conceal the main exterior copper ground straps/ground wires.

These covers shall be of sufficient length to completely cover the ground straps/ground wire down to the finished grade.

Automatic Transfer Switch (ATS)

Contractor shall supply and install an automatic transfer switch, which provides switching of the equipment shelter electrical load between commercial power and generator power

ATS shall be completely factory assembled and shall contain electronic controls designed for surge voltage isolation, with voltage sensors on all phases of input power sources.

Permanently attached manual control handles shall also be installed on the ATS.

ATS shall be implemented with a by-pass isolation configuration for inspection and testing purposes.

ATS shall support quick-make and quick-break contact mechanisms shall be provided for manual transfer under load.

The ATS shall be installed in a key locking, UL listed, NEMA cabinet and mounted within the equipment shelter.

ATS and accessories shall be U.L. listed and labeled, tested per U.L. Standard 1008 and CSA Approved.

ATS shall be fully wired and integrated with the engine generator sets in accordance with local electrical and fire codes.

Switching contacts shall be meet or exceed U.L. Standard 1008 standards and comply with local NEC codes, as applicable.

Contractor shall integrate switching contacts with the existing generator sets.

ATS shall have a comprehensive control and monitoring system for integration into the County's network/alarm management system.

Form C contacts shall be provided in each position for alarm reporting purposes. These contacts shall be connected to the alarm system for reporting transfer status.

ATS shall be rated for continuous operation in ambient temperature ranges of -40 to +50 degrees Celsius.

ATS shall be rated to carry 100% of the rated current in the enclosure.

ATS control shall be solid state and designed for a high level of immunity to power line surges and transients.

Controls shall have optically isolated logic inputs, and isolation transformers for AC inputs. Relays shall be installed on all outputs.

Solid-state under voltage sensors shall simultaneously monitor all phases of the standby power source and the commercial utility power source.

Pick up and drop out voltage settings shall be adjustable.

Voltage sensors shall allow for adjustment to sense partial loss of voltage on any phase.

Controls shall be provided with solid-state over-voltage sensors, adjustable from 100-130% of nominal input voltage to monitor the source. An adjustable time delay shall be provided.

Automatic controls shall signal the engine-generator to start upon signal from normal source sensors. A time delay start, variable from at least 0 to 5 seconds, shall be provided to avoid nuisance startups.

ATS shall transfer when the emergency source reaches the set point voltage and frequency. A time delay shall be provided for transfer, which is variable from 0 to 120 seconds.

The switch shall retransfer the load to commercial power after time delay retransfer. This time delay shall be variable (adjustable) from 0 to 30 minutes to avoid short engine run times. The retransfer time delay shall be immediately bypassed if the emergency generator fails.

A control shall automatically signal the engine generator to stop after a time delay, which shall be adjustable from at least 0 to 10 minutes, the time starting on return to commercial power.

Power for transfer operation shall be from the source to which the load is being transferred.

A key operated selector switch shall be provided for the following functions:

Test—to simulate commercial power loss to allow testing of the generator set with or without transfer of the load.

Normal—leaves the switch in its normal operating position.

Retransfer—a momentary position, which will provide an override of the retransfer time delay and cause immediate return to the commercial power source (if available).

ATS shall be equipped with a programmable exerciser clock which allows setting the day, time and duration of a generator set exercise/test period. Tests under load or with no load shall be selectable.

Request for Bids
Radio Communications Shelters
Document #TC OES 22-01

FILE DAY, DATE & TIME: Tuesday, August 23rd, 2022 at 10 AM local time
Submission may be mailed or hand delivered.

SUBMIT TO: Michael Simmons, Director of Emergency Management
Tioga County Purchasing Department
103 Corporate Drive
Owego, NY 13827

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

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

IRANIAN ENERGY SECTOR DIVESTMENT

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

Steuben County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
 - a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

- b) The County of Tioga 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 Tioga 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 Tioga) 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 Tioga and representatives thereof from all suits, actions or claims of any kind brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safe-guarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising or recovered under any law, ordinance, regulation or decree.

NAME OF COMPANY: _____

SIGNED: _____

NAME: _____

TITLE: _____ DATE: _____

PROPOSAL TITLE: _____

AGREEMENT

THIS AGREEMENT made effective the DAY day of MONTH, 2022 by and between the **COUNTY OF Tioga**, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business in the Town of Owego, Tioga County, State of New York, through its Emergency Services Department, herein after called the "County", and **Company Name**, a Company Type, with an address of , hereinafter called the "Agent."

WITNESSETH:

WHEREAS, the County has sought to procure Radio Communications Shelters; and

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

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

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

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

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

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

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

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

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

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

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

11. **SET-OFF RIGHTS.** The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to

withhold for the purposes of set-off any money due to the Agent under this Agreement up to any amounts due and owing to the County with regard to any contract with any County department, office or agency.

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

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

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

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

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

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

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

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

and any claims brought hereunder shall be brought in and under the jurisdiction of the State of New York.

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

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

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

COUNTY OF TIOGA

AGENT

BY: _____

BY: _____

Dated: _____

Dated: _____

Approved as to Form:

County Attorney

STATE OF NEW YORK)
COUNTY OF TIOGA) ss:

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

Notary Public

STATE OF NEW YORK)
COUNTY OF TIOGA) 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

TIOGA 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. Tioga County 103 Corporate Drive, Owego, NY 13827 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 Tioga 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 converge on this policy, at least thirty (30) days advance written notice shall be given to Steuben County Attorney at Tioga County Offices, 56 Main Street, Owego, NY 13827

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

MINIMUM COVERAGES AND LIMITS ARE

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

Bid specifications, particular contracts, leases or agreements may require increased limits and or additional coverages. If there are questions please contact the Steuben County Attorney 607-687-8252.

APPENDIX B

INDEPENDENT CONTRACTOR / AGENTS / VENDORS ACKNOWLEDGEMENT FORM

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

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

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

As our Agent, we also expect you to report any suspected or potential violations of law or County policies and procedures of which you become aware by contacting the Director of Emergency Services at (607) 687-2023.

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

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

- I acknowledge that on behalf of myself and my organization that I have read, have had an opportunity to ask questions about and that I understand the policies and procedures of the Plan that are applicable to the services that are provided to the Department.
- I understand and agree that I and all those in my organization who provide services to Tioga County must comply with the Plan and all laws, regulations, policies, procedures and other guidance applicable to the services.
- I agree on behalf of myself and my organization to fully cooperate with the implementation of the Plan, to participate in any auditing or monitoring processes and to report any instances of possible violations of law, regulations or policies that are applicable to Tioga County of which I become aware.
- I acknowledge that Tioga County maintains a hotline for the purpose of receiving notifications of possible violations of law, regulation and the Plan.

- I understand that my failure to report any concerns regarding possible violations of law, regulations or the Plan may result in corrective action, up to and including termination of my agreement with Tioga County.
- I attest on behalf of myself, my organization, and my employees, that I am not currently excluded from participation in federal or state health care programs, am not the subject of any pending exclusion proceeding, and have not been adjudicated or deemed to have committed any action that could subject me or my organization to exclusion from government programs such as Medicare or Medicaid.
- I will notify Tioga County within three (3) business days of receipt of notice of (a) exclusion or proposed exclusion from a state or federal health care program, or (b) adjudication or other determination that I, my organization, or the organization employees, have committed any action which could lead to exclusion from a government program.
- I acknowledge that I will be responsible to make the County whole for any federal or state imposed losses that were a result of federal or state exclusions of our agency or employees.
- I acknowledge that Tioga County may terminate my contract immediately upon notice that I or my organization has been excluded from participation in a state or federal health care program or that I or my organization have been adjudicated or determined to have committed an action which could subject it to mandatory exclusion.

Agency Signature

Print name

Title

Date

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (Use street address only)</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></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</p> <p>3d. _____ to _____</p> <p>3e. The Proprietor, Partners or Executive Officers are included. (Only check box if all partners/officers included) 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 Form C-105.2. Insurance brokers are **NOT** authorized to issue it.

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }

: SS.:

COUNTY OF _____ }

On the ____ day of _____ in the year 2021, before me personally appeared,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did _____
depose and say that

he resides at _____ ,

Town of _____ ,

County of _____ ,

State of _____ ; and further that:

[Mark an **X** in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _he is the _____
of _____ , the corporation described in said instrument; that, by authority
of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf
of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the
foregoing instrument in the name of and on behalf of said corporation as the act and deed of said
corporation.

(If a partnership): _he is a _____
of _____ , the partnership described in said instrument; that, by the terms
of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for
purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in
the name of and on behalf of said partnership as the act and deed of said partnership.

(If a limited liability company): _he is a duly authorized member of _____
☐ LLC, the limited liability company described in said instrument; that _he is authorized to execute the
foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that,
pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said
limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.