

Schuyler County Agricultural and Farmland Protection Plan Update

Schuyler County is requesting proposals for an update to the Schuyler County Agricultural and Farmland Protection Plan. Proposals must be submitted to the Schuyler County Planning Department, Kristin VanHorn, 105 Ninth Street, Unit 39, Watkins Glen NY 14891, 607-535-8211, no later than October 4, 2019, at 4:00 p.m.

Late proposals will not be accepted. Schuyler County reserves the right to forego any formalities and reject any or all bids.

Questions: Direct questions regarding this request for RFP can be sent to Kristin VanHorn, Schuyler County Director of Planning, via email at kvanhorn@co.schuyler.ny.us or 607-535-8211.

General Information and Background:

Schuyler County adopted its Agricultural Development and Farmland Protection Plan in 1999, with a supplemental Revision in 2008. Agriculture has a significant impact on the tourism industry and economy of Schuyler County. Tourists come to the County to visit many of the u-pick farms as well as the growing number of wineries. Agriculture produces much higher economic multipliers than any other sector of the Schuyler County economy, and as a result, comprises a large portion of the County's economy. The three components of agriculture in Schuyler County contribute over \$100 million to the local economy. Agriculture has helped shape Schuyler County into what it has become today and is poised to continue to do so in the future.

Tentative Project Schedule:

Issuance of RFP: August 28, 2019

RFP Responses Due: October 4, 2019

Selection: November 12, 2019 (Schuyler County Legislative Meeting)

Contract Execution: November 13, 2019- December 9, 2019

Project Kick off Meeting: On or about December 16, 2019

Project Completion: December 2020

Scope of Work:

1.0 Basic Scope of Services

The project consists of updating the Schuyler County Agricultural and Farmland Protection Plan.

1.1: Analyze Existing Conditions within Schuyler County of agricultural importance

1.1.1 Identify the location of any land or areas proposed to be protected

1.1.2 Analysis of Existing Conditions around Farmland and Agricultural Businesses within the County

a. Form and hold focus groups on Agriculture with farm operators, farmland owners, county and state experts and the public, a minimum of three (3) meetings should be held.

b. Review the agriculture vision and goals outlined in the Schuyler County Comprehensive Plan, and municipalities with agricultural uses; review

and identify zoning and land use regulation, and their impact on Agricultural Protection as well as begin to identify changes necessary to support agriculture

- c. Review information pertaining to farm activities, farmlands, soils, and environmental features that may influence farming
- d. Provide an analysis of zoning and subdivision regulations for key developing towns to determine if they are “Farm Friendly”. Begin to identify specific zoning changes or other actions to mitigate impacts from growth on the agricultural industry and farmland
- e. Conduct a Strength/Weakness/Opportunity/ Threat (SWOT) Analysis
- f. Conduct a study of Climate Resiliency efforts occurring within farming practices within Schuyler County and identify potential funding sources.

1.2: Evaluate the Agricultural Economy of the County.

- 1.2.1 Study the value to the agricultural economy within the County
 - a. open space value;
 - b. consequences of possible conversion;
 - c. level of development pressure on the agricultural lands within the county.
- 1.2.2 Utilize Cluster Data and the Schuyler County Partnership for Economic Development to determine the important agricultural clusters attract new agricultural markets to the county.
- 1.2.3 Identify specific zoning changes or other actions to mitigate impacts from growth on the agricultural industry and farmland

1.3: Identify Vision and Goals

- 1.3.1 Craft a vision statement for agriculture
- 1.3.2 Develop a definition of agriculture within Schuyler County.
- 1.3.3 Develop list of farming related goals for the protection of agriculture within the county.
- 1.3.4 Develop a narrative which addresses new, young and beginning farmers and climate resiliency for farming.

1.4: Develop comprehensive mapping analysis of agricultural lands within Schuyler County.

- 1.4.1 Create a series of maps which identifies
 - a. Prime Soils
 - b. Existing Farms
 - c. Rented Lands
 - d. Number of parcels receiving Ag assessment
 - e. Zoning

- f. Parcels in Ag Districts,
- g. Identified growth areas
- h. Analysis of existing and future sewer and water lines in relation to Ag
- i. Identified protection areas from the County and Municipal Comprehensive Plans.

1.5 Identify agricultural land or areas proposed to be protected.

- 1.5.1 Identify “Priority Areas” that contain significant amounts of high quality farmland and productive soils that are conducive to a long-term agricultural business environment.
- 1.5.2 Identify “Special Areas” that contain productive farms and woodlands, areas of scenic, environmental or historical significance and farms that define our unique community character.
- 1.5.3 Identify any other properties that are important to protect by reason of location, farm viability, or specific development threats.

1.6 Develop Draft Agriculture and Farmland Protection Plan

- 1.6.1 Describe activities, programs and agricultural economic development strategies intended to be used by the County to promote continued agriculture use.
- 1.6.2 Utilizing all the data and information collected in the previous tasks develop plan priority recommendations which identifies:
 - a. Implementation agent
 - b. Time Frame
 - c. Priority Level
 - d. Cost Estimate.
- 1.6.3 Develop an “Implementation Matrix” for key plan recommendations.
- 1.6.4 Provide opportunities for public input on the Draft Plan and Recommendations. A minimum of two (2) public input meetings must be provided.
 - a. Develop a stand-alone Executive Summary of Plan and communicate the Summary in multiple forums including online and public input meetings.
 - b. Post the DRAFT and Final Plan on the County’s Website
 - c. Utilize public input to finalize Ag and Farmland Protection Plan.

2.0 Final Plan Deliverables.

- 2.1 Develop a stand-alone Executive Summary of Plan and communicate the Summary in multiple forums including online and public input meetings.
- 2.2 Post the DRAFT and Final Plan on the County’s Website
- 2.3 Utilize public input to finalize Ag and Farmland Protection Plan.

Budget

Schuyler County has secured grant funding from the NYS Department of Agriculture and Markets. \$15,000 has been allocated for this project.

Local In-kind Match totaling \$10,000 will be provided by the Schuyler County Planning Director, Schuyler County Farm Bureau, Schuyler County Cooperative Extension Agriculture Coordinator, and Executive Director of the Schuyler County Partnership for Economic Development.

Submission Requirements

Submission of qualifications shall include, but not be limited to:

1. Proposer's complete name, business address, and telephone number and the name, mailing address, and telephone number of a person that the Schuyler County Planning Department Staff should contact regarding the proposal, as well as the location of the office(s) where work will be carried out.
2. A description of the proposer's organization, including names of principals, number of employees, longevity, client base, areas of specialization and expertise and any other pertinent information in such a manner that proposal evaluators may reasonably formulate an opinion about the stability and financial strength of the organization.
3. Provide similar experience of the key team members illustrating similar projects or work related to the capabilities in designing parks/ public recreation facilities and processes described in the scope of work. Include sub-consultant (if any) capabilities as related to the scope of work. Cite specific projects of a similar nature to the Project described herein and list a reference with primary contact information for each project cited.
4. Project Approach and Schedule: A detailed description of how your firm proposes to approach this Project. Include sufficient discussion of proposed methodologies, techniques, and procedures for each work item. Provide a breakdown and description of tasks assigned per project team member. Describe the hierarchy of project management. Provide suggestions for any additional services, which may enhance the value and/or affect the overall economy and effectiveness of the Project. – Project Schedule: Note any unique services the design team can provide and any changes to the schedule in order to complete the project.
5. Project Team(s): Provide an Organization Chart of the project team specifying the dedicated Project Manager, key personnel, and sub-consultants assigned to the team and the availability of backup personnel that will support this Project. Include a brief summary identifying roles and responsibilities and general qualifications (i.e., professional registrations, certifications and/or licenses) of each team member (including sub-consultants) in disciplines appropriate to the Project, as well as education, availability to work on this project, experience, years of experience (with current firm and other firms). Please do not list firm staff members that are not directly working on the project team. If more than one Project Manager or team is desired, please include this information and describe why this is necessary and how it is anticipated to work.

6. Detailed Budget: The budget must identify the key components and subcomponents. Estimates must include the costs to complete each component and subcomponent, including estimated staff costs. The budget should use the same terminology as the project approach and schedule.
7. Contract Statement and Insurance Requirements: Provide a statement that the firm has reviewed and is willing to accept the “Standard Clauses for Schuyler County Contracts” (see attached Appendix A) all insurance requirements outlined in “Minimum Insurance Standards for Schuyler County Contracts” (see attached Appendix B). The selected consultant shall be “Category IV” contractor under the County Insurance Requirements. The successful proposer shall be bound by the terms and conditions of said “Appendix A” and “Appendix B”, each of which shall be incorporated into any resulting contract.
8. One (1) hard copy original and one (1) electronic copy of the proposal in pdf format must be received by 4pm on **Friday, October 4, 2019**. Proposals may be mailed, or hand-delivered to Schuyler County Planning Department, c/o Kristin VanHorn, 105 Ninth Street, Unit 39, Watkins Glen, NY 14891. The name and address of the consultant must also be on the outside of the envelope. Each envelope will be stamped with the date and time as they are received. The successful proposer shall execute a contract with the county on its standard contract template incorporating this RFP, and the successful respondent thereto and Appendices A & B.

Late proposals will not be opened and will be returned to the contractor.

Oral Presentation & Interview

Proposers may be invited to make an oral presentation to Schuyler County Planning Department Staff, and Ag and Farmland Protection Board Members. Such presentations provide an opportunity for the proposer to clarify their proposal, so as to ensure a thorough understanding of the material submitted. The presence of the lead project personnel who will be working specifically on this project will be required to be present at this presentation/interview.

Evaluation Criteria

The following criteria will be utilized to evaluate and compare the individual proposals.

1. Staff Experience and Team Organization: The credentials and experience of the consultant team members, including the team's organization and management structure.
2. Project Approach: Completeness and clarity of the proposer's approach to the project, and the ability of the approach to accomplish the Schuyler County Ag and Farmland Protection Board's overall objectives.
3. Comparable Project Experience: The team's past experience in undertaking similar projects
4. Proposed project costs
5. Results of oral presentation/interview, if one is granted.

APPENDIX A

STANDARD CLAUSES FOR SCHUYLER COUNTY CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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**STANDARD CLAUSES FOR SCHUYLER 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 Schuyler ("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 Schuyler 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: County Insurance Requirements For Contractors*) and, to prove as evidence of such compliance, insurance certificate(s) which shall be annexed to and made part of this Agreement. (b) The applicable Category of insurance requirements shall be stated in the face sheet of the contract and/or the Bid documents and/or the response to a Request for Quotes/Proposals. (c) Said certificate(s) shall be annexed hereto prior to or at the time of execution of this Agreement by the County. (d) 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 Schuyler 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. **COMPLIANCE WITH ANTI-SEXUAL HARASSMENT LAWS.** As a condition of entering into this contract, Contractor affirms, under penalty of perjury, that Contractor has implemented a written workplace policy addressing sexual harassment prevention and that it provides annual training for all its employees, pursuant to the requirements of Labor Law § 201-g and other applicable statutes, regulations and case law.
9. **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.
10. **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.
11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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" (*Appendix C: 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. Dept. of Health and Human Services, as amended.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **COUNTY ATTORNEY'S APPROVAL.**

Contractor understands and agrees that the Schuyler 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.

24. **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.

25. **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 Schuyler. 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.

**APPENDIX B:
MINIMUM INSURANCE STANDARDS FOR
SCHUYLER COUNTY CONTRACTS**

The following Minimum Insurance Standards for Schuyler County Contracts were adopted by the Schuyler County Legislature on March 14, 2016, Reso. No 92 of 2016. As part of the standards, the following policies relating thereto are in force:

GENERAL PROVISIONS, ALL CATEGORIES.

Except as otherwise provided herein:

1. All county contracts shall, except where another form is required (by the State of New York or otherwise), be constructed upon the county's approved contract template and conform to the county's contract policy manual, as well as these insurance standards.
2. Each Contractor shall covenant and agree to maintain in full force and effect during the term of each Agreement, and any subsequent term, comprehensive insurance in form, term and content satisfactory to the annexed standards of the County, which are incorporated herein and, to prove as evidence of such compliance, insurance certificate(s) which shall be annexed to and made part of each Agreement.
3. The applicable Category of insurance requirements shall be stated in the face sheet of the contract and/or the Bid documents and/or the response to a Request for Quotes/Proposals. All contracts shall clearly delineate the proper Category of required insurance prior to execution by either party.
4. Said certificate(s) shall be annexed hereto prior to or at the time of execution of the Agreement by the County.
5. 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.
6. Each such policy and certificate shall, except as applicable under Categories IV, V and VII, name the County of Schuyler (not a particular department or agency), and its officers, employees and agents as Additional Insureds (not simply "certificate holder") in all the categories listed (except Worker's Compensation/Disability Benefits) in connection with the work being performed.
7. Any of the following are considered appropriate "additional insured language" that the contractors may have their insurers insert in the policy/on the Certificate of Insurance:
 - a. "The County of Schuyler and its officers, employees and agents is added as Additional Insured with respect to this contract. The County designation as an Additional Insured shall apply to all legally permissible coverage categories and may not be limited in any way, except for

medical professional liability or when the State of New York or federal government requires otherwise.”

- b. “The County of Schuyler and its officers, employees and agents is named as Additional Insured with respect to this contract.
 - c. “The County of Schuyler and its officers, employees and agents is named as Additional Insured as their interests may appear concerning this contract.”
 - d. Equivalent language, subject to approval of the County Attorney
8. The county designation as an additional insured shall apply to all legally permissible policy coverage categories (except professional liability) and may not be limited in any way.
- a. All insurance carriers providing the above coverages for the Independent Contractor must be licensed or permitted to do business in New York State. All such carriers must also be rated no lower than "B+" by the most recent Best's KeyRating Guide or Best's Agent's Guide.
 - b. Insurance certificate(s) evidencing compliance herewith shall be provided the County Attorney for approval and permanent annexation to the contract before the contract shall be finally executed and the work commenced.
 - c. It is expressly understood and agreed by the Independent Contractor that the insurance requirements specified above contemplate the use of occurrence liability forms. If claims-made coverage is evidenced to satisfy any of these requirements:
 - i. The Independent Contractor agrees, when claims-made coverage is evidenced to satisfy these requirements, to maintain a retroactive date not later than (date service is to commence).
 - ii. Further, for the duration of this contract or its subsequent renewals, if the retroactive date is advanced or if the policy is non-renewed, canceled or is otherwise materially changed, the Independent Contractor agrees to purchase at its own expense, an Extended Reporting Endorsement. This endorsement must provide for an extended reporting period ("Tail" coverage) in compliance with the minimum standards promulgated by the Insurance Department of the State of New York as contemplated in Regulation No. 121 (11NYCRR 73) or its subsequent amendments or revisions.
 - iii. Further, upon termination of the services provided to the County by the Independent Contractor, it is agreed that such claims-made coverage will be maintained without interruption for a period of time equal to the length of any Extended Reporting Period

requirement as cited above. If the retroactive date is advanced or if the policy is non-renewed, canceled, or is otherwise materially changed during this period of time, the Independent Contractor agrees to purchase, at its own expense, an Extended Reporting Endorsement that is in compliance with the minimum insurance standards promulgated by the Insurance Department of the State of New York as cited above.

9. Completed Operations coverage must be maintained and evidenced for at least two (2) years after completion of the project.
10. Worker's Compensation Coverage. Pursuant to WCL Section 57 (workers' compensation requirements), businesses to enter into contracts **must** provide **one** of the following forms to the county:
 - 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*. **Please Note:** The State Insurance Fund provides its own version of this form, the U-26.3; 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*

Please note: The New York State Workers' Compensation Board has stated that ACORD forms are *not* acceptable proof of workers' compensation coverage.
11. Disability Benefits Coverage. Pursuant to WCL Section 220(8) (disability benefits requirements), businesses seeking to enter into contracts **must** provide **one** of the following forms to the county:
 - 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*.

Please note: The New York State Workers' Compensation Board has stated that ACORD forms are *not* acceptable proof of disability benefits coverage.
12. Notwithstanding the limits of any policy of insurance provided or maintained by the Contractor, the Contractor shall defend, indemnify and hold harmless the Department, County of Schuyler 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 the Contractor under this Agreement or arising out of or caused by any act, omission, or negligence of the Contractor or its officers, employees, volunteers, or agents. The contractor's duties and obligations pursuant to this paragraph shall survive the termination or expiration of this Agreement.
13. Waivers. The County Attorney, the Chairman of the Legislature and the County Administrator are authorized to grant waivers in rare instances, and only upon unanimous agreement.

CATEGORY I

INDEPENDENT CONTRACTORS ENGAGED IN CONSTRUCTION PROJECTS INVOLVING EXCAVATION, STRUCTURAL ALTERATIONS, NEW CONSTRUCTION OR DEMOLITION.

A. REQUIRED COVERAGES

1. COMMERCIAL GENERAL LIABILITY

Premises/Operations
Products/Completed Operations
Independent Contractors
Contractual Liability
Explosion, Collapse and Underground Hazard

Per occurrence limit of \$1,000,000 with separate (at least \$2,000,000) aggregate limits for Premises and Operations and for Products and Completed Operations.

2. AUTOMOBILE LIABILITY

Owned, Hired and None-Owned autos
Combined Single Limit for Bodily
Injury and Property Damage - \$1,000,000 each accident

3. EXCESS "UMBRELLA" LIABILITY

Combined Single Limit for Bodily
Injury and Property Damage-\$1,000,000 each occurrence

B. See "General Provisions, All Categories" for additional requirements.

CATEGORY II

INDEPENDENT CONTRACTORS (OTHER THAN INDIVIDUAL PROFESSIONAL PRACTITIONERS) PROVIDING SERVICES ON BEHALF OF THE COUNTY.

and

INDEPENDENT CONTRACTORS ENGAGED IN CONSTRUCTION PROJECTS NOT INVOLVING EXCAVATION, STRUCTURAL ALTERATIONS, NEW CONSTRUCTION OR DEMOLITION.

A. REQUIRED COVERAGES

1. COMMERCIAL GENERAL LIABILITY

Premises/Operations
Products/Completed

Operations
Independent Contractors
Contractual Liability
Explosion, Collapse and Underground Hazard

Per occurrence limit of \$1,000,000 with separate (at least \$2,000,000) aggregate limits for Premises and Operations and for Products and Completed Operations.

2. AUTOMOBILE LIABILITY

Owned, Hired and Non-Owned autos
Combined Single Limit for Bodily
Injury and Property Damage - \$1,000,000 each accident

3. PROFESSIONAL LIABILITY (where services of a professional nature are to be provided) - \$1,000,000 per occurrence
\$1,000,000 aggregate

4. EXCESS/UMBRELLA LIABILITY

Combined Single Limit for Bodily
Injury and Property Damage - \$1,000,000 each occurrence

5. SEXUAL ABUSE/MOLESTATION LIABILITY

Category II contractors having contact with children must have Sexual Abuse/Molestation coverage in such amount as may be available from a given contractor's insurer, but in no event less than \$100,000 for those contractual services involving direct custodial or care contact with county clients. (See Resolution 106 of 2010 attached.)

6. LIQUOR LIABILITY (where service includes the sale or providing of alcoholic beverages)
\$1,000,000 each occurrence
\$1,000,000 aggregate

B. See "General Provisions, All Categories" for additional requirements.

CATEGORY III

ORGANIZATIONS USING COUNTY FACILITIES (WHERE NO SERVICES ARE PROVIDED ON BEHALF OF THE COUNTY).

A. REQUIRED COVERAGES

1. COMMERCIAL GENERAL LIABILITY

Premises/Operations
Products/Completed
Operations Independent
Contractors Contractual

Liability
Explosion, Collapse and Underground Hazard

Per occurrence limit of \$1,000,000 with separate (at least \$2,000,000) aggregate limits for Premises and Operations and for Products and Completed Operations.

2. AUTOMOBILE LIABILITY

Owned, Hired and Non-Owned autos

Combined Single Limit for Bodily
Injury and Property Damage - \$1,000,000 each accident

3. LIQUOR LIABILITY (where service includes the
sale or providing of alcoholic beverages)

\$1,000,000 each occurrence

\$1,000,000 aggregate

B. See “General Provisions, All Categories” for additional requirements.

CATEGORY IV

**INDEPENDENT CONTRACTORS PROVIDING PROFESSIONAL SERVICES UNDER CONTRACT FOR
OR ON BEHALF OF THE COUNTY NOT SPECIFICALLY REFERENCED IN CATEGORY V.**

A. REQUIRED COVERAGES

- 1. PROFESSIONAL LIABILITY** - \$1,000,000 per occurrence
\$1,000,000 aggregate

B. See “General Provisions, All Categories” for additional requirements.

CATEGORY V

INDEPENDENT CONTRACTORS PROVIDING PROFESSIONAL SERVICES UNDER CONTRACT FOR OR ON BEHALF OF THE COUNTY WHICH ARE MEDICAL IN NATURE.

- A. Liability exposures that result from those independent contractors providing services on behalf of the county to the populace, which are medical in nature may be insured under the county medical malpractice policy but only with respects to the county's liability, and not extending to the independent contractors.

- B. Independent contractors addressed by this category shall maintain medical malpractice/professional liability policies, or equivalent with limits of not less than \$1,000,000 per claim, \$3,000,000 aggregate and submit certificate of insurance evidencing such coverage and limits.

- C. OR ALTERNATIVELY the County shall be protected against the activities of Contractor by the insurance carrier of the County under Category V of the insurance standards established by the County of Schuyler and there is annexed to this Agreement prior to execution by the County of Schuyler as evidence of compliance of the foregoing a written statement from the County's insurance carrier and/or agent.

CATEGORY VI

INDEPENDENT CONTRACTORS PROVIDING SERVICES FOR OR ON BEHALF OF THE COUNTY OF ANY NATURE, WHICH CONTRACTORS ARE SELF-INSURED.

- A. Understanding the nature of self-insurance, the contractor will not be able to produce a certificate of insurance showing proof of coverage. In lieu of this document, the county MAY accept, at the unanimous approval of the County Attorney's office, the County Administrator and the County Legislative Chair, a letter outlining the scope of the contractor's asset protection plan. The letter should be in the spirit of the verbiage below:

This letter is being provided in lieu of a certificate of insurance for the self-insured's risks.

_____ is an entity which in accordance with NY State Insurance Law has chosen to self-insure its own risk of loss. This choice applies in the context of tort liability as well as to property damage or loss. _____ may pay claims for injury or property damage resulting from negligence by its employee or contracted workers. Coverages for all liability exposures are outlined in the signed contract between, _____ and the County.

The existence of a signed contract triggers protection for the county under our self-insurance program.

If applicable:

Our self insurance plan is partially funded via:

letter of credit with _____ (name of lending institution)

Or:

Surety Bond with _____ (name of Surety)

Or:

A Reinsurance agreement with _____ (name of reinsurer), with an attachment point of _____ (where reinsurance kicks in), up to an aggregate limitation of _____ - if such limitation exists.

B. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY Statutory coverage complying with the New York Workers' Compensation Law and/or proof of exemption. If self-insured under workers compensation, see wording in section (A.) above.

C. DISABILITY BENEFITS

Statutory coverage complying with the New York Disability Benefits Law and/or proof of exemption.

CATEGORY VII

EXEMPT CONTRACTS

A. **“Exempt Contracts” shall mean** any agreement for goods or services for which the only risk of loss that occurs would be covered by common law and/or otherwise not insurable, including, but not limited to:

1. Contracts for goods only. Tangible goods, materials, supplies, products, standardized commercial software sor other standard articles of commerce where no services are provided by the contractor on site or to the general public. Software designed specifically for the county shall not be exempt.
2. Services provided by the State of New York, standardized commercial software support or services where current authority license or use restrictions render insurance requirements impractical. Software designed specifically for the county shall not be exempt.

Under this circumstance, no liability insurance is warranted or needed to finalize the contract.

B. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY. If mandated by New York State law. The contractor is responsible to ensure compliance with NYS law.

C. DISABILITY BENEFITS. If mandated by New York State law. The contractor is responsible to ensure compliance with NYS law.

**AGREEMENT
BETWEEN
THE COUNTY OF SCHUYLER
AND
CONTRACTOR NAME**

THIS AGREEMENT, made this ____ day of _____, 20__, between the COUNTY OF SCHUYLER, a municipal corporation of the State of New York, with its principal office at 105 Ninth Street, Watkins Glen, New York 14891 (hereinafter referred to as "COUNTY"), and **CONTRACTOR NAME**, (hereinafter referred to as "CONTRACTOR"), a(n) (CHOOSE ONE: (individual, partnership, limited liability company, society, association, joint stock company, corporation, not for profit corporation, governmental entity, etc.)) with its principal office at FILL IN CONTRACTOR'S COMPLETE MAILING AND, IF DIFFERENT, PHYSICAL ADDRESS.

1. **DESCRIPTION OF GOODS/ SERVICES.** CONTRACTOR will provide the following goods and/or services to the County: FILL IN AND DESCRIBE OR ATTACH AND DESCRIBE CONTRACT EXHIBIT (EX: Exhibit 1)
2. **COUNTY AGENCY.** The goods and/or services above described shall be provided to/for the COUNTY for/at the following county department(s)/agency/agencies: (fill in)
3. **CONTRACT AMOUNT.** FILL IN AND DESCRIBE OR ATTACH AND DESCRIBE CONTRACT EXHIBIT (EX: Exhibit 2)
4. **PAYMENT FOR GOODS/SERVICES.** The County will pay as compensation to Contractor for the good/services described above, upon proper presentation of a detailed monthly invoice attached to a Schuyler County Voucher, or upon such other schedule as might be set forth and specified in the attachments hereto.
5. **TERM/TERMINATION.** The agreement shall take effect _____, 20____ and terminate on _____, 20____. This agreement may be terminated upon thirty (30) days written notice to either party, upon default or material breach by either party.
6. **COUNTY INSURANCE STANDARDS.** Contractor is a "Category _____" contractor under the "County Insurance Requirements for All Contractors" and shall maintain and provide proof of insurance in accordance with said standards and the terms and conditions of this contract, including all attachments and/or appendices hereto.
7. **APPENDICES.** The following appendices are annexed hereto, incorporated by reference as if set forth more fully herein and shall govern all terms and conditions of this contract:
 - a. **APPENDIX A: Standard Clauses for All Schuyler County Contracts.**
 - b. **APPENDIX B: County Insurance Requirements For All Contractors**
 - c. **APPENDIX C: Schuyler County Business Associates Addendum (if applicable; if not, delete).**
8. **EXHIBITS.** The following exhibits are annexed hereto, incorporated by reference as if set forth more fully herein and shall govern all terms and conditions of this contract, except as might be contradicted by the main body of this contract and/or any appendices:
[fill in and number][If none, type, NA]

9. **SIGNATORIES.** By their signatures below, each signatory certifies and affirms that he or she has read the entire contract (including all appendices and attachments hereto) and has the authority to bind their respective party to all terms and conditions (and all appendices and attachments) of the foregoing contract.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have hereunto executed this agreement the day and year first written above.

THE COUNTY OF SCHUYLER

CONTRACTOR

BY: Dennis A. Fagan
Chair, County Legislature

BY: Name:
Title:

UNIFORM FORM CERTIFICATES OF ACKNOWLEDGMENT
(Within New York State)

For the County:

State of New York)
County of Schuyler) ss.:

On the ____ day of _____ in the year ____ before me, the undersigned, personally appeared **Dennis A. Fagan**, 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

For the Contractor:

State of New York)
County of _____) 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