

CHAUTAUQUA COUNTY

REQUEST FOR PROPOSALS



PROPOSAL NO. RFP-1-20 PLAN

Chautauqua County Agricultural and Farmland Protection Plan Update

PROPOSAL ISSUE DATE:	January 7, 2020
QUESTIONS DUE BY:	January 28, 2020
PROPOSAL DUE DATE:	February 3, 2020
TIME:	3:30 PM

CHAUTAUQUA COUNTY DEPARTMENT OF FINANCE
DIVISION OF PURCHASING

TRACY FRANCE, PURCHASING MANAGER

3 NORTH ERIE ST.

MAYVILLE, NY 14757

**CHAUTAUQUA COUNTY
RESPONSE CHECKLIST - PROPOSAL NO. RFP-1-20 PLAN**

Please note below a list of documents which must be submitted in full as part of this proposal. Failure to submit any of the documents as part of your proposal or failure to acknowledge any addendum in writing with your proposal may be cause for rejection of the proposal.

Submitting a proposal on any condition, limitation or provision not officially invited in this RFP (Request for Proposal) may also be cause for rejection.

Please check each item indicating your compliance:

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL.

- RESPONSE CHECKLIST
- NON-COLLUSION CERTIFICATE
- IRANIAN DIVESTMENT CERTIFICATE
- FINANCIAL AFFIDAVIT
- AFFIDAVIT OF A FOREIGN CORPORATION
- CORPORATE ACKNOWLEDGEMENT CERTIFICATE
- EXCLUSION CHECK
- PRICING SUBMISSION SHEET (PROPOSAL FORM) IF INCLUDED OR VENDOR'S OWN SUBMISSION
- REQUIRED FORMS AS LISTED IN RFP
- ADDENDUM(S) ACKNOWLEDGE (IF APPLICABLE)
- ONE (1) ORIGINAL AND FIVE (5) COPIES OF YOUR SUBMITTED PROPOSAL
- INSURANCE CERTIFICATES

COMPANY	TELEPHONE NUMBER
ADDRESS	EMAIL ADDRESS
AUTHORIZED REPRESENTATIVE (PRINT)	TITLE
AUTHORIZED SIGNATURE	DATE

PROPOSAL RESPONSE FORM

Proposal No. RFP-1-20 PLAN

Proposal Title: Chautauqua County Agricultural and Farmland Protection Plan Update

VENDOR NAME: _____

COMPANY: _____

REPRESENTATIVE: _____

EMAIL: _____ **/PH.** _____

Below are two options, please indicate which one is applicable to your response and return to the contact below:

We the above referenced Company will be preparing a proposal to submit for this project. I am returning this document to assure that I receive all further communication regarding the RFP including any addendums issued.

We the above referenced Company will not be preparing a proposal to submit for this project for the following reasons listed below. **Please check where applicable:**

_____ Project or scope not suited to our Company.

_____ Our items and/or materials do not meet your specifications.

_____ Insurance Requirements

_____ Bond Requirements too restrictive (when required)

_____ Scope of services are not clearly understood or applicable _____ too vague _____ too rigid

_____ Insufficient time allowed for preparation of proposal

_____ Other reason not listed above (or) elaborate on the checked marked reason above:

Please send your response to: Tracy France, Purchasing Manager
Phone: 716-753-4917
Email: francet@co.chautauqua.ny.us

OBJECTIVE:

The County of Chautauqua is soliciting proposals from qualified consulting firms to undertake the updating of the Chautauqua County Agricultural and Farmland Protection Plan.

The objective of the update is to provide an accurate reflection of the current agricultural conditions in Chautauqua County and devise strategies to increase the economic viability of the agricultural industry, encourage farmland protection, and to increase public interest and awareness of local agriculture.

BACKGROUND INFORMATION:

Chautauqua County is a rural county located in southwestern New York. It is bordered by Erie County to the north, Lake Erie to the west, Cattaraugus County to the east and the State of Pennsylvania to the south. The County encompasses 1,100 square miles and has a population of about 128,000. The County is home to two cities, Dunkirk and Jamestown; 27 towns; and 15 villages.

Agriculture is critical to Chautauqua County's economy. It is one of the County's predominant industries with 58.3% of the County's total land area located in the nine (9) NYS Department of Agriculture and Markets certified Agricultural Districts. About 61% of the land in Chautauqua County is designated as prime farmland. The 2017 Census of Agriculture reports 1,228 active farms within the County, making up 35% of the County's total land area. The preparation of an Agricultural and Farmland Protection Plan is key both to the protection of the County's vital agricultural land resource and in maximizing the economic development potential of the agricultural industry.

PURPOSE:

Farming and agricultural support businesses represent a significant component of the County and regional economy. The purpose of the Agricultural and Farmland Protection Plan is to protect the County's agricultural resources by identifying strategies to encourage and increase the economic viability of the agricultural industries and all of its components in Chautauqua County.

The planning process will focus on countywide agricultural issues and resources, in relation to regional, national, and international markets. The plan should ensure the economic viability of the County's agricultural industry and its supporting land base and protect the landscape preservation values associated with agriculture. The plan should examine the complex factors associated with, but not limited to:

- Farmland conversion;
- Farm succession and new farmer issues;
- Farm profitability and the availability of farm labor;
- Impacts of climate change on agriculture;
- Accessing markets for existing products;
- Developing new and value-added agricultural products to supply untapped market;
- Government policies and regulations;
- Open space; and,
- Community attitudes.

The resulting plan will also provide detailed information on market trends and prospects for business growth in the agricultural economy within Chautauqua County.

Pursuant to Article 25-AAA of the Agriculture and Markets Law, the County Agricultural and Farmland Protection Plan must identify the location of any land or areas proposed to be protected. The plan must

also contain a description of the activities, programs and strategies intended to be used by the County to promote continued agricultural use. While the County's original 2001 Farmland Protection Plan identified programs and strategies, it must be updated in regards to the specific location of prime farmlands, the relationship to both local government plans and the Chautauqua County Comprehensive Plan, and to reflect the current state of agriculture within the County.

SCOPE OF WORK:

Updating the Chautauqua County Farmland Protection Plan will be a collaborative effort between the Chautauqua County Division of Planning and Community Development, Cornell Cooperative Extension of Chautauqua County, the Chautauqua County Agricultural and Farmland Protection Board, the Chautauqua County Farmland Protection Plan Steering Committee and a consultant to be hired to assist with the development of the Plan. The consultant will possess demonstrated experience with economic development issues, community engagement, and agricultural planning.

While the plan will meet all the requirements of NYS Agriculture and Markets law for such plans, we intend for the plan's primary focus to be economic development, detailing current economic conditions and strategies for agricultural viability going forward. The consultant will be responsible for completing all requirements defined in Article 25-AAA of the New York State Agriculture and Markets Law, Part 390 of the New York Codes Rules and Regulations, and the following tasks:

i. Preparatory Steps

- Review NYSDAM Circular 1500 section 324 – “County Agricultural and Farmland Plans” or NYS Agriculture and Markets law requirements.
- Conduct a session to evaluate the existing 2000 Chautauqua County Farmland Protection Plan and summarize/critique implementation results.
- Establish a milestone table identifying key steps and a proposed project timeline.
- Outline a public participation program:
 - Conduct a kick-off meeting to inform stakeholders of the planning process and increase public interest in local agriculture;
 - Identify opportunities to use media, websites, and social media to involve the public;
 - Set a plan to regularly inform farmers and public regarding plan progress;
 - Develop mailing and e-mail lists;
 - Work with project partners to identify key farmers, community leaders, agencies, and institutions to involve in the planning process;
 - Identify methods to involve farmers, who historically do not participate in focus groups or surveys;

- Collaborate with project partners to identify opportunities for public meetings and workshops that provide farmers and the public with the ability provide input.

Deliverables: A project timeline established with project milestones and requirements identified and outlined. A public participation plan encompassing the lifespan of the plan development process. The public participation plan must recognize the unique challenges in involving farmers from diverse agricultural sectors in a geographically large county.

ii. Data Collection and Mapping

- Survey and interview members of the agricultural community and conduct public input sessions to gather community input on agriculture. This will include, but not be limited to:
 - Farmers,
 - Farmland Owners,
 - Agribusinesses,
 - Local elected boards,
 - Local planning boards,
 - Institutional users (such as colleges, schools, nursing homes, restaurants, etc.),
 - Consumers,
 - School agriculture teachers, and
 - Public and private agencies involved in the agricultural economy (such as Cornell Cooperative Extension, United States Department of Agriculture, Farm Credit, Farm Bureau, banks, etc.).
- Create an inventory of agricultural programs currently available to the farming community on the federal, state, and local levels.
- Collect comprehensive county-level agricultural economic data, as well as relevant state- and national-level data, to better understand current production, current markets, potential markets, and potential production to serve those markets.
- Identify and review relevant regional, County, and municipal planning and land use documents including but not limited to: Western New York Regional Economic Development Council's Strategic Plan, Chautauqua 20/20, Concord Grape Belt Heritage Management Plan, and the Chautauqua Lake Watershed Management Plan.
- Review Farmland Protection Plans from similar New York communities and consult with participating staff for guidance and best practices, especially in regards to innovative agricultural economic development strategies.
- Coordinate agricultural data base and mapping, including preparation of the following maps:
 - Prime soils,
 - Existing farms,
 - Rented farmlands,

- Parcels receiving agricultural assessments,
 - Parcels in agricultural districts,
 - Identified growth areas-identified protection areas,
 - Watersheds,
 - Agricultural assets, and
 - Other maps as determined during planning process.
- Collect information on existing and future sewer lines in relation to agriculture.

Deliverables: Engage with members of the agricultural community and provide updates on plan progress. Provide a concise overview of the County’s current agricultural economy. Provide a matrix indicating the objectives of the planning and land use documents and whether or not they are consistent with this project and the overall mission of promoting agricultural land uses. Identify prime, unique, and locally important soils and farmlands; NYS Agricultural Districts, lands receiving Agricultural Assessments; and under-utilized but viable farmlands.

iii. Analysis

- Assess the current state of the agricultural economy in the county, including but not limited to:
 - National, state and local growth sectors that could impact agricultural production;
 - National, state, and local policies which could limit the economic growth of agricultural industries;
 - Value added opportunities to expand agricultural production; and,
 - New technologies to expand agricultural production.
- Develop a strengths, weaknesses, opportunities, and threats (SWOT) analysis.
- Assess the impacts of climate change on agriculture in Chautauqua County.
- Identify and evaluate areas of potential development pressure and farmland protection tools.
- Conduct a “farm friendly” audit of select policy and zoning regulations to identify specific policy changes and/or other actions to mitigate the impacts from development on the agricultural industry and farmland.
- Identify and analyze the lands proposed to be protected, based in part on the following factors:
 - Value to the agricultural economy of the County,
 - Open space value,
 - Consequences of possible conversion,
 - Level of conversion pressure on the lands or areas proposed to be protected.

Deliverables: An analysis of the County’s current agricultural economy, including products and existing markets, opportunities for expanded production of current products, potential new products, and untapped markets; an analysis of barriers to markets; and an analysis of the agricultural economy’s strengths, weaknesses, opportunities and threats (SWOT analysis). A table showing the status of select local regulations and the extent to which they are or are not protective of agricultural lands. An analysis of the identification of agricultural lands in the county and propose prioritization of lands to be protected. Provide an update on the plan’s progress and seek input from the Steering Committee.

iv. **Development of Strategies and Recommended Actions**

- Meet with the Steering Committee to review the results of Tasks 1-3.
- Meet with the Steering Committee identify attainable and measureable goals accompanying objectives and implementation projects.
- Work with project partners to develop implementation strategies for continued agricultural viability.
- Complete return on investment (ROI) models on value added and new technologies to determine their viability.

Deliverables: Develop attainable and measurable goals with accompanying objectives and projects in consultation with Steering Committee and public input. Projects will include agriculturally-based economic development ventures ready for implementation for which implementation funding can be sought. Ventures should have the potential for broad impact throughout the County’s agricultural sectors while other ventures may be specific to certain sectors or commodities. Additionally, an implementation matrix will show key projects, responsible agencies, cost estimates, potential funding sources, and an implementation time frame. The implementation strategy will include projects ready for immediate submission to the Western New York Regional Economic Development Council for funding. Business models around value added production should show returns on investment in value added opportunities.

v. **Plan Preparation and Distribution**

- Prepare a draft plan and conduct public outreach to share draft plan with the community.
- Revise a draft plan based on community input.
- Prepare final Farmland Protection Plan, including but not limited to the following elements:
 - A stand-alone executive summary of the Plan;
 - Background and overview of agriculture in the county, highlighting its cultural, historical and economic importance;
 - A concise overview of the county’s current agricultural economy, including products and existing markets, opportunities for expanded production of current products, potential new products, untapped markets, and a SWOT analysis;

- A vision statement and a statement of goals with respect to agricultural economic development and farmland protection;
- A matrix of recommended strategies to implement the plan, along with potential funding sources;
- Identification and analysis the lands or areas proposed to be protected;
- Description of efforts to support the successful transfer of agricultural land from existing owners to new owners and operators, especially for new and beginning farmers;
- Identification and description other municipal and county planning and land use programs, which may be shown to be consistent with the county farmland protection plan, as well as identification of any municipal and county plans, policies or objectives which are not consistent with or conflict with the plan;
- Relevant maps collected or prepared during the planning process; and,
- Description of public engagement and planning process.

Deliverables: The plan must be developed in conjunction with the Chautauqua County Division of Planning and Community Development and other relevant advisory partners. The plan must be completed to the satisfaction of the Chautauqua County Agricultural and Farmland Protection Board, who will recommend adoption to the Chautauqua County Legislature. Final products will include:

- All documents in print-ready electronic files in Microsoft Word and Adobe Acrobat Portable Document Format (PDF),
- All newly created spatial data in ESRI shapefile format,
- An electronic file of all documents in print ready format,
- One original unbound document, including maps, and
- Twenty (20) complete hardcopy reports.

SECTION 1: INTRODUCTION AND INSTRUCTIONS

- 1.1. **RFP** - The services that are required herein are not subject to formal competitive bidding under Section 103 of New York State General Municipal Law. Chautauqua County Purchasing Policy rules in this case require selection of a contractor through a Request for Proposal process.
- 1.2. Chautauqua County encourages all qualified applicants, including Minority-Owned Business Enterprises, Women-Owned Business Enterprises, Small Business Enterprises and Disadvantaged Business Enterprises, to partake in the solicitation of these and all other services. The successful proposer must be an Equal Opportunity Employer.
- 1.3. Chautauqua County is exempt from all Federal and State taxes.
- 1.4 Insurance shall be in place prior to execution of the agreement and shall be up to date and maintained for the contract term. It is preferred that you attach your updated certificates of insurance along with your proposal.
 - When sample certificates are not supplied with your proposal the awarded proposer shall supply up-to-date or corrected certificates of insurance within (5) five days of receipt of the Notice of Award. You may email your certificates to the insurance representative at wakamata@co.chautauqua.ny.us.
 - Failure to do so may be cause for the County to declare a proposal non-responsive, with the result that the award may go to the next highest scoring proposal.
- 1.5 A copy of the Chautauqua County Minimum Insurance Requirements is attached along with a sample copy of the contract or agreement of service with terms and conditions.
- 1.6 The successful proposer must obtain Chautauqua County approval prior to utilizing a subcontractor in order to perform the requirements of this RFP.

SECTION 2: SUBMISSION OF PROPOSALS:

- 2.1 Sealed proposals shall be submitted to Chautauqua County Department of Finance, Division of Purchasing, 3 North Erie St., Mayville, NY by **February 3, 2020 at 3:30p.m.**

Please include the following information on the front of the sealed envelope:

Attention:	Tracy France, Purchasing Manager
Proposal No:	RFP-1-20 PLAN
Title of Proposal:	Chautauqua County Agricultural and Farmland Protection Plan Update

Any proposals, or unsolicited amendments to proposals, received after the due date and time specified on the cover page may not be considered in the review process. No faxed or e-mailed documents will be accepted. Chautauqua County takes no responsibility for any third party error in the delivery of the applications (e.g., U.S. Post Office, Federal Express, UPS, courier, etc.).

Copies of proposals shall be available in PDF document by e-mail after all proposals have been opened.

- 2.2 No proposal will be considered which is not accompanied by pricing information for services to be rendered, and all proposals shall be signed by an authorized individual.
- 2.3 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (NYS Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 3: MODIFICATIONS OR WITHDRAWAL OF PROPOSAL:

- 3.1 Questions about or requests for clarification of an item for this RFP must be submitted in writing to Tracy France, Purchasing Manager at francet@co.chautauqua.ny.us. Questions must be submitted by *January 28, 2020*. County responses will be submitted to all parties in the form of an Addendum to the original RFP, receipt of which must be acknowledged with each proposal submittal.
- 3.2 Other than the contact person identified in the proposal, or their designee, prospective proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.
- 3.3 A proposal that is in the possession of Chautauqua County may be altered by a sealed letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the proposal due date. Fax, email, telephone or verbal alterations will not be accepted. A proposal that is in the possession of Chautauqua County may be withdrawn by the proposer up to the time of the proposal due date. Failure of the successful proposer to furnish the service awarded, as a result of this Request for Proposal, may eliminate the proposer from the active vendors list for a period of time as determined by the Purchasing Manager.

SECTION 4: EVALUATION CRITERIA:

- 4.1 The County reserves the right to seek any clarifications needed to determine the most qualified submittal and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposer’s proposal and/or to determine compliance with the requirements of the solicitation.
- 4.2 **Alternatives/Value-Added Considerations:** The Proposer is encouraged to include items not specified in this RFP in their proposal in which the vendor feels can be pertinent to or an added benefit to the services requested. All such alternatives must be listed separately from the proposal and the cost thereof must be separated and itemized.
- 4.3 A contract may be awarded to the proposer whose proposal achieves the highest evaluation score by the evaluation committee based on the specified criteria, and not solely on the basis of price.
- 4.4 Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of sixty (60) days from the due date of the proposals.
- 4.5 The proposer will address all of the selection criteria in their submitted proposal. Preference will be given to proposals that demonstrate an understanding of agricultural and farmland issues; an ability to communicate with a diverse population of farmers and rural citizens; and, previous experience in agricultural and farmland protection planning. The evaluation will be based on a point system, equaling one hundred (100) points. The Chautauqua County Division of Planning and Community Development shall evaluate the proposals received and select a consultant based on all the following criteria:

Points considered while reviewing your RFP

1. Experience, qualifications and technical expertise of the firm and its staff or its partners to be assigned to this project.	20 points
2. Methodology and approach proposed to accomplish the tasks specified in the Scope of Work	15 points
3. Approach to public participation plan	15 points
4. Similar services currently or recently performed for other clients involving similar-type activities	15 points
5. References provided	10 points
6. Ability to complete project within the timeframe discussed in this RFP	15 points
7. Proposed costs/fees for the project	10 points

SECTION 5: PROPOSAL FORMAT AND SUBMITTALS:

- 5.1 The County requests that the following format be followed when submitting your proposal:
 - ✓ The title page: RFP Subject, name of proposer, address, telephone, email address, contact person and table of contents.

- ✓ Qualifications: List of qualifications and experience to carry out the requested services. Qualification to do business in NYS, number of years in business and length of experience.
 - ✓ References: Include references from similar type projects.
 - ✓ Executive Summary: Provide an overview of the significant features of your proposal.
 - ✓ Plan Implementation: This is the scope of services in terms of the proposer's plan to carry out the requested services and any services that are to be excluded. The scope of services should include a draft public participation plan.
 - ✓ Timeline: Include completion milestones for each step of the work program.
 - ✓ Organization and Staffing Plan: Provide a list of all person(s) who will be assigned work pursuant to this RFP (including subcontractors), a description of their role in the project, and their resumes showing qualifications, educational background, training and experience.
 - ✓ Budget: Budget and expense information which details all costs including:
 - Personnel expenses which state the name and title of each individual assigned to the project, their hourly rate and the number of estimated hours the individual will be working on the project. The same information should be submitted in detail for subcontractors.
 - Administrative costs for travel, postage, photocopying, telephone, printing and other related expenses must be detailed.
 - Estimates of expense for each of the tasks with assumptions.
- The project budget is \$80,000, with an additional \$20,000 in staff time provided by the Chautauqua County Division of Planning and Community Development and Cornell Cooperative Extension of Chautauqua County.
- ✓ Mandatory Documents: Please use the Response Checklist when submitting your proposal.

SECTION 6: PREPARATION OF PROPOSAL

- 6.1 In case of error in the extension of prices in the proposal, unit prices will govern, where applicable.
- 6.2 Proposers are expected to examine special provisions, the scope of work, schedules and instructions included in this Request. Failure to do so will be at the proposer's risk
- 6.3 The County will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

SECTION 7: PROPOSER QUALIFICATIONS:

- 7.1 Each proposer shall submit a statement of the proposer's qualifications, experience, organization, equipment, and facilities available to adequately provide the service and material necessary to fulfill the minimum specifications for this RFP, unless otherwise specified in the scope of work.
- 7.2 Include in your proposal a list of municipal clients who you have had past projects with that are of similar size and needs.
- 7.3 The County shall have the right to take such steps as it deems necessary to determine the ability of the proposer to perform obligations under the contract, and the proposer shall furnish to the County all such information and data for this purpose as may be requested.
- 7.4 The County reserves the right to reject any proposal where an investigation of the available evidence or information does not satisfy the County that in its sole discretion, the proposer is qualified to properly carry out the terms of the Contract.

SECTION 8: AWARD AND CONTRACT INFORMATION:

- 8.1 The proposer agrees that should their firm be awarded a contract, proposer will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.
- 8.2 The proposer expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and in so doing shall use the highest standards of professional workmanship.
- 8.3 Chautauqua County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the County to do so. Explanations of County decisions shall not be required except as otherwise provided by law.
- 8.4 The successful proposer will be required to enter into and sign an Agreement or an Agreement of Services (Contract) with the County with reasonable adjustments acceptable to the County. This RFP and the response of the successful proposer may become a part of the Contract and will be in effect for the duration of the contract. The Contract language will control over any conflicting language contained within this RFP.
- 8.5 The successful proposer will not commence any work, which could be billed, until a valid Contract has been executed by both the proposer and the County.

SECTION 9: CONTRACT TERM:

- 9.1 **Contract Term:** The contract shall begin on February 17, 2020 and end on December 31, 2021.
- 9.2 **Insurance & Bonds:** Please attach your insurance certificates and bonds (if applicable).

Certificates must match the Counties attached “Minimum Insurance Requirements” and sample certificates. Bonds must meet the attach “Bond Requirements” (when required). All required documents are to be attached to your proposal.

The County may allow a five (5) day grace period for insurance certificates and bonds (if applicable) that may need corrections. This period will begin from the time that the Proposal has been awarded. If all certificates and/or bonds have not been received within the five (5) days from said request the County may decide the go to the next highest scoring proposal.

SECTION 10: TENTATIVE PROJECT SCHEDULE:

January 6, 2019	Proposal posting and consultant outreach
January 28, 2019	Questions Due By Date
February 3, 2020	Proposals Due
February 14, 2020	Complete interviews of finalist consultants
February 17, 2020	Selected consultant notified
April 17, 2020	Consultant project work begins upon signing of contract and
December 31, 2021	Consultant delivers final documents

ATTACHMENTS

**NON-COLLUSION CERTIFICATE
IRANIAN DIVESTMENT
CORPORATE ACKNOWLEDGEMENT
EXCLUSION CHECKS**

INSURANCE REQUIREMENTS

NON-COLLUSION BIDDING CERTIFICATION

By submission of this bid, the bidder and each person signing on behalf of the bidder certifies, subject to the terms of Section 103-d of the General Municipal Law, as amended, and under penalty of perjury, that to the best of its knowledge and belief:

- (a) 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;
- (b) 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 being disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
- (c) 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.
- (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury affirms the truth hereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

Signature _____

Title _____

STATE OF NEW YORK)
COUNTY OF) SS:

On this _____ day of _____, 2020, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he resides at _____, New York: that he is the _____ of _____, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of said corporation.

Notary Public

IRANIAN DIVESTMENT
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 subdivision 3 of Section 165-a of the New York State Finance Law. Such list can be found on the website of the office of general services, <http://ogs.ny.gov/default.asp>."

Signature

Title

Date

Company Name

On January 13, 2012, Chapter 1 of the Laws of New York for 2012 was signed into law by Governor Andrew M. Cuomo. The law is known as the "Iran Divestment Act of 2012" (the "Act") and can be found at § 165-a of the NY State Finance Law. The Act became effective on April 12, 2012. The Act imposes limitations on "persons" that are determined to be engaged in investment activities in the Iranian energy sector, as defined in the Act.

On July 17, 2012, Governor Cuomo signed into law Chapter 106 of the laws of 2012, which extended the Iran Divestment Act to State and local public authorities, the State University of New York, and the City University of New York.

AFFIDAVIT OF FINANCIAL RECORDS

STATE OF _____

AFFIDAVIT

ss: (corporate)

COUNTY OF _____

_____, being duly sworn, deposes and says
that I have made a complete and thorough examination of the financial records
of said firm; and that I have determined that said firm is currently not in arrears in taxes
or upon dept or contract to or with the county of Chautauqua, that said firm has not
defaulted as surety or otherwise upon a contract or obligation to the County of
Chautauqua, and that said firm is not disqualified to bid upon municipal or state
contracts under any act of New York State Legislature.

Sworn to before this _____

Day of _____, 2020

NOTARY PUBLIC

AFFIDAVIT OF FOREIGN CORPORATION

STATE OF)
COUNTY OF) ss:

I, _____, as _____ of _____, Inc., a corporation, incorporated under the laws of _____, authorized to do business in New York, do hereby certify and affirm that _____, Inc., has complied with Article 13 of the Business Corporations Law of the State of New York.

As proof I submit a copy of:

_____ A receipt of filing an application to do business in New York Secretary of State;
or

_____ A copy of our application for authority to do business in New York filed with the Secretary of State on _____, 20 _____.

As said corporation has complied with Article 13 of the Business Corporations Law of the State of New York, I hereby swear and affirm that _____, Inc., is authorized to do business in the State of New York.

Under penalties of perjury, I declare that the facts presented are true, correct and complete.

In witness whereof, I set my hand and attach the corporate seal _____, day of this 20 _____.

Title

Business Corporation Law of New York, Section 102 (7):

"Foreign Corporation" means a corporation ... formed under laws other than the statutes of (New York) ... "Authorized," when used with respect to a foreign corporation, means having authority, under Article 13 (Business Corporation Law) to do business in this state.

EXCLUSION CHECKS

Chautauqua County reserves the right to conduct exclusion checks on those who respond to its solicitations and on those with whom it contracts to verify that the contractor and its employees, subcontractors, and agents have not been sanctioned, excluded, debarred, suspended, or the subject of adverse governmental action by law enforcement, regulatory authorities, or licensing entities. This may include a check for exclusion from Federal healthcare programs. By submitting this proposal, you are: certifying that you are not prohibited from providing these services and/or goods as a result of being sanctioned, debarred, suspended, or excluded; agreeing that the County has the right to decline to enter into a contract with you in the event the County finds there to be a legal or funding source impediment to contracting with you; agreeing to provide written notice to the County immediately upon the occurrence of any sanction, exclusion, debarment, or suspension relating to your contract with the County; and agreeing that upon the occurrence of any such sanction, exclusion, debarment, or suspension, the County has the right to declare its contract with you to be terminated effective as of the moment of such occurrence or at such later date as is deemed by the County to be in the best interest of the County.

Name of Business

Authorized Signature

Printed Name

Date

Chautauqua County Insurance Requirements

All contracts must have the following:

\$1,000,000 General Liability with Chautauqua County as additional insured.

\$1,000,000 Auto Liability with Chautauqua County as additional insured.

\$1,000,000 Umbrella Liability or an extra \$1,000,000 of General Liability with Chautauqua County as additional insured.

In addition to the above, Construction/Maintenance contracts must include \$1,000,000 Owner/Contractors Protective coverage.

Professional Services Contracts must include \$1,000,000 Professional Liability coverage.

All certificate requirements should be displayed on a proper Acord form or other designated form and should list Chautauqua County as certificate holder. Proper display for certificate holder should be:

**Chautauqua County
3 North Erie Street
Mayville, NY 14757**

Vendors/Contractors should also provide the following:

Workers' Compensation certificate C105.2 or other State forms showing valid coverage, or a CE200 showing an exemption.

New York State Disability and Paid Family Leave Benefits form DB120.1, or a CE200 form showing and exemption.

All of the above coverages are further outlined on the Chautauqua County Appendix C.

CHAUTAUQUA COUNTY MINIMUM INSURANCE REQUIREMENTS

INSURANCE SHALL BE PROCURED AND CERTIFICATES DELIVERED BEFORE COMMENCEMENT OF WORK OR DELIVERY OF MERCHANDISE OR EQUIPMENT.

This document shall be attached to and become part of the contract/agreement/service order. The contractor shall immediately forward to County, via facsimile to the County Department of Insurance (716) 753-4888 any notice of actual or pending termination, suspension or non-renewal of any of its policies. In the event the contractor's insurance expires or is terminated or suspended, County shall have all rights available for breach of contract and the contract/agreement/service order shall automatically and immediately terminate effective as of the moment of expiration, termination or suspension. The contractor agrees that County shall have unlimited access to its insurance company and policies.

Certificate Requirements The certificate must:

- A. be addressed to **CHAUTAUQUA COUNTY**, Department of Insurance, 3 N. Erie Street, Mayville, NY 14757-1007;
- B. specify all coverage required below and elsewhere in the contract. **Bid specifications or particular contracts, leases or agreements may require alternate coverages and limits, which must be evidenced on the Certificate in lieu of the coverages and limits specified below;**
- C. be issued by an insurer which has at as a minimum, BEST'S RATING of A- and be size category VII or higher;
- D. state "**CHAUTAUQUA COUNTY** shall be an additional insured, as well as a certificate holder, on a direct, primary and non-contributory basis including products and completed operations"
Note: Professional Liability, Worker's Compensation, and Disability Benefits Liability Insurance policies are not required to have the County as an additional insured, however County shall be named as certificate holder;
- E. include a waiver of subrogation for "**Construction and Maintenance**" and "**Property Leased to Others or Use of Facilities or Grounds**" coverage;
- F. state "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions"; and
- G. be delivered to the Chautauqua County, Department of Insurance, 3 North Erie Street, Mayville, New York 14757, Fax No. (716) 753-4888

MINIMUM COVERAGE LIMITS ARE AS FOLLOWS:

Policy	Construction and Maintenance	Professional Services	Property Leased to Others or Use of Facilities or Grounds	Concessionaires Services	Livery Services	All Purposes Public Entity Contracts
Commercial General Liability *	\$1,000,000 per occurrence, \$2,000,000 aggregate	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
- Premises & Operations	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Completed OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independent Contractors	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form PD	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE
- X, C, U	INCLUDE		INCLUDE			
- Personal Injury			INCLUDE	INCLUDE		
- Liquor Law			INCLUDE			
- Host Liquor						INCLUDE
Auto Liability	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
- Owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Hired	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Non-Owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess Umbrella Liability*	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$ 5,000,000	\$1,000,000
NYS Disability Benefit **	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Worker's Compensation **	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
& Employer's Excess Liability	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
Owners Contractors Protective	\$1,000,000					
Professional Liability		\$1,000,000				

*The comprehensive/commercial general liability limits can be met by one or more policies or in combination with an excess and/or umbrella liability policy. The COI must indicate if the coverage trigger is an 'occurrence' form or a 'claims-made' form.

** NYS Work Comp Board requires special certificates of insurance for these coverages. WC needs to be on C-105.2 (9-07) or U-26.3. Any business with a location in NYS must show DB on a DB-120.1(5-06) showing beginning and ending dates or DB-155. Self Employed vendors must use CE-200 to waive WC and DB. Form can be completed on NYS WCB website electronically.

Construction and Maintenance contractors shall carry insurance for a minimum of two years after completion of the work. The expiration date for any claims-made policy must be at least ninety (90) days after the expiration of the contract for services or final delivery of any products. All claims made policies shall continue to provide evidence of coverage three (3) years after completion of work or product delivery.

NOTE: Childcare providers minimum liability coverage is \$1,000,000 and must include sexual abuse coverage, with cancellation notice as provided for in the insurance policy. The naming of Chautauqua County as an additional insured on Day Care insurance is required.

ADDITIONAL TERMS AND CONDITIONS

Amendment. 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 forfeiture for any succeeding breach.

Assignment. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any of its right, title, or interest therein, or the power to execute this Agreement, without the prior written consent of the County. (GML Section 109)

Audit. County, itself or through a third party, reserves the right to audit Contractor upon reasonable notice to ensure compliance with this Agreement. Contractor shall fully comply with any such audit.

Binding Agreement. This Agreement shall be binding on the parties, their successors, heirs, and assigns.

Certification. By submitting a claim to County for payment, Contractor certifies: that claims are just, true, and correct; that goods are of the quantity and quality stated and/or that the services were actually performed; that prices are reasonable and in accordance with this Agreement; that no portion of any claim has been paid; that there exist no offsets or counterclaims; and that no tax is included.

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. If Contractor is a Business Associate of the County as defined by HIPAA, Contractor shall comply with the terms of County's standard Business Associate Agreement, as the same may be amended from time to time, unless otherwise agreed upon in writing by the parties. This requirement shall survive termination of this Agreement.

Conflict. In the event of a conflict between the terms of this Agreement and the terms of any other Contract Document, the terms of this Agreement shall be controlling notwithstanding anything in Contractor's documents to the contrary.

Debarment/Suspension – see County solicitation documents.

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.

Force Majeure. The County may terminate or suspend its performance under this Agreement, in whole or in part, immediately upon the occurrence of a "force majeure." A "force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the County which render performance of its obligations impossible.

Guarantee. Contractor shall fully guarantee the quality and workmanship of the services and/or goods provided, and shall represent and warrant that such goods or services meet or exceed all applicable industry standards.

Governing Law. Notwithstanding any statement in this or any other document to the contrary, this Agreement shall be governed by the laws of the State of New York, without regard to its principles on conflicts of law, and any disputes hereunder shall be heard by a court of competent jurisdiction in Chautauqua County, New York, unless this paragraph is physically crossed out and initialed by both parties, or unless the Federal supremacy clause requires otherwise.

Independent Contractor. Contractor is an independent contractor and not an employee, servant, or agent of the County. Contractor shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement.

Indemnification. Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by Contractor or its subcontractors pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold County and its officers and employees harmless from any liability, claim, demand, loss, judgment, expense, and cost of every type, amount, and nature, direct and indirect and without limitation, including the costs of defense, arising from Contractor's performance or failure to perform the terms of this Agreement. In the event that this Agreement is funded by Federal or State funds, and County is required to indemnify the funding source(s) of this Agreement, Contractor shall be required to indemnify the funding source to the full extent that County is contractually obligated to do so, to the extent such obligation arises from Contractor's action or failure to act in accordance with this Agreement.

All money expended by County as a result of such claims, actions, damages, losses, expenses, and costs, together with interest at

a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by Contractor to County. 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, including attachments and referenced items, deemed to be in conflict, unless specifically stated otherwise.

Insurance. Unless waived by the County Attorney or his/her designee in writing, Contractor shall secure and maintain the insurance specified at <http://chautauqua.ny.us/DocumentCenter/View/2401> incorporated by reference as though fully set forth herein, with County named as an additional insured for purposes of coverage on a direct, primary, and non-contributory basis. The insurance afforded the additional insureds shall be at least as broad as that afforded to the first named insured. County as additional insured will be entitled to the limits stated in the contract or the full limits of the policy, whichever is greater. Contractor shall file a certificate of insurance with the County prior to performing pursuant to this Agreement or receiving any payment. Contractor shall provide new insurance certificates when the existing certificates expire, without demand.

Contractor shall immediately forward to County (fax (716) 753-4888) any notice of actual or pending termination, suspension, or non-renewal of insurance. In the event Contractor's insurance expires or is terminated or suspended, County shall have all rights available for breach of contract, and may declare this Agreement to be automatically and immediately terminated effective as of the moment of expiration, termination, or suspension. In addition, County reserves the right to withhold payment to Contractor until such new certificates have been provided and approved. County shall have unlimited access to Contractor's insurance company and policies.

Licenses and Permits. Contractor shall secure and maintain throughout the term of this Agreement all necessary licenses, permits, and other certifications and qualifications required for its performance of this Agreement. Contractor shall immediately notify the County of any notice of, or actual, revocation or restriction of a license, permit, or other certification necessary for its performance of this Agreement. In the event of a revocation which prohibits Contractor from being able to perform this Agreement, this Agreement shall automatically terminate effective as of the moment of such revocation.

ADDITIONAL TERMS AND CONDITIONS

Non-Discrimination. In the performance of this Agreement, Contractor will not discriminate or permit discrimination against any individual or group on the grounds of age, color, creed, disability, domestic violence victim status, handicap, marital status, military status, national origin, political affiliation, predisposing genetic characteristics, race, religion, sex (including gender identity or expression), sexual orientation, or veteran status. Contractor shall comply with County's Title VI (non-discrimination) policy, which can be found at <http://chautauqua.ny.us/DocumentCenter/View/2402>.

Notice of Investigation. Contractor shall notify County in writing within five (5) calendar days of obtaining knowledge of the commencement of any investigation or audit or adverse action against Contractor by any governmental agency, to the extent such audit, investigation, or action relates in any way to contract services.

Payment. Payment will be made upon timely submission by Contractor to County of a properly executed invoice in form and content approved by the Department Head, or a duly authorized subordinate, of the County department requesting services, and accompanied by such fiscal records and documentation as are reasonably requested. By submitting a claim to County for payment, Contractor certifies that: claims are just, true and correct; goods are of the quantity and quality stated and/or that the services were actually performed; that prices are reasonable and in accordance with the Agreement; that no portion of the claim has been paid; that there exist no offsets or counterclaims on this or any other Agreement with the County; and that no tax is included. Contractor acknowledges that County issues vendor payments electronically, and shall complete payment forms as required by the County for that purpose. Electronic Payment Methods forms can be found at: <http://www.co.chautauqua.ny.us/218/Forms-Applications>.

Performance Time. Notwithstanding the stated Agreement date or term, County shall not be obligated to pay for goods or services which are furnished: prior to the date this Agreement is executed by both parties; or during any time when the required insurance is not in place.

Records. Contractor shall keep and maintain records and other documents as required by the Agreement. Contractor shall submit to County upon request such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data that County may request concerning work performed or to be performed under this Agreement. All books and records of Contractor shall be available

upon request for inspection and/or audit and/or copying by the County during the time hereof and for a period of six (6) years hereafter. Contractor shall also comply with audit requirements of third parties, as identified in Contract Documents.

Set-Off Rights. 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 option to withhold for the purposes of set-off any money due to Contractor under this or any other Agreement, up to any amounts due and owing to County with regard to any contract with any Chautauqua County department, office or agency.

Severability. Should any part, term, or provision of this Agreement be determined, by a court of competent jurisdiction, to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be impaired or affected.

Statutory Compliance. Contractor shall perform in accordance with all applicable federal, state, and local laws, rules and regulations, including without limitation any applicable provisions of the Labor Law of the State of New York. All statutory and regulatory provisions applicable to this Agreement are hereby incorporated by reference. Contractor shall provide, at its own expense, all permits, licenses, and certifications required for the performance of its services pursuant to this Agreement and shall be solely responsible for paying any and all fines or penalties incurred as a result of any improper activities.

Subcontracts. Contractor shall: (a) require any subcontractor, agent, volunteer, or other third party (Third Party) performing Agreement services to comply with all applicable Federal, State and Local laws, rules and regulations; (b) adopt and perform such review and inspection procedures as are necessary to ensure compliance by Third Party with this Agreement; (c) require any third party to indemnify County against any and all claims arising out of such Third Party's performance of, or failure to perform, the Agreement, with Contractor assuming such indemnification itself to the extent a Third Party fails to do so; and (d) remain fully obligated under this Agreement notwithstanding its delegation of a Third Party to undertake all or any portion of the performance of this Agreement. Contractor shall inform Third Parties, and require Third Parties to abide by, all relevant provisions of this Agreement.

Survival. The terms and conditions of this Agreement shall survive the expiration of this Agreement to the full extent necessary for

their enforcement and for the protection of the party in whose favor they operate.

Termination Obligations. Upon receipt of notice of termination of this Agreement, Contractor shall cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, unless otherwise directed by County, and shall not incur any new obligations after receipt of the termination notice without written approval of County.

Waivers. Any waiver of a breach of this Agreement shall not be deemed to be a waiver of any preceding or future breach of the same or any other covenant, term, or condition.

Wages and Hours. When applicable, Contractor shall comply with §§220-e and 239 of New York State Labor Law. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 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, if this is a public work contract covered by Article 8 of the Labor Law, Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by County of any County-approved sums due and owing for work performed upon the project.

Workers Compensation Coverage. If this Agreement is of such a character that the employees engaged thereon are required to be insured under the workers' compensation law, then, in accordance with General Municipal Law §108, this Agreement is void and of no effect unless the person or corporation making or performing this Agreement shall secure compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance with the provisions of the workers' compensation law.