

CHEMUNG COUNTY REQUEST FOR PROPOSALS

RFP- 2927
THERAPY/REHAB SERVICES FOR
CHEMUNG COUNTY NURSING FACILITY
2026



Submitted by Chemung County Purchasing Department, 150 Lake Street, Elmira, NY 14901
10/14/2026

Chemung County-City of Elmira Purchasing Department

150 Lake Street, P.O. Box 588

Elmira, NY 14901

PH: 607-737-3577 FX: 607-873-1352

NOTICE IS HEREBY GIVEN, that sealed proposals are sought and requested by the County of Chemung for the performance of the following professional contract:

RFP-2927 THERAPY/REHAB SERVICES FOR CHEMUNG COUNTY NURSING FACILITY 2027

Proposals must be submitted electronically via the Empire State Bid System website at www.bidnetdirect.com/new-york until 2:00 P.M. on **November 5, 2026**. Please refer to page three (3) of the bid document, Electronic Proposal Submission Procedures, for further instructions on submitting your bid electronically.

Any proposal received after 2:00 P.M. on the due date will not be considered.

The County of Chemung reserves the right to reject any and all proposals submitted and to waive any informality.

Proposals must be made on and in accordance with the proposal documents and specifications for said contract. Proposal documents may be obtained on or after **October 15, 2026**, online at www.empirestatebidsystem.com. Vendors must first register for either the free service or the paid service at that site. The paid service is not required to obtain County or City bids or to submit your proposal electronically. After registration, click on *Chemung County/City of Elmira* from the list of participating agencies; click on the *title of the bid* or search the NIGP codes. Copies from any other source are not considered official copies. Only those proposers who obtain bidding documents from the Empire State Purchasing Group are guaranteed to receive addendum information if such information is issued. Please note that if you choose a free subscription, you must visit the website up until the response deadline for any addenda.

If you have obtained this document from a source other than the Empire State Purchasing Group, it is recommended that you obtain an official copy by registering with this service.

By:

Nina Wells

Deputy Purchasing Coordinator

Chemung County-City of Elmira

ELECTRONIC PROPOSAL SUBMISSION PROCEDURES

- Required proposal documents must be uploaded and received on the date and time specified in the official notice online via the Empire State Purchasing www.bidnetdirect.com/new-york. You will receive a time and date validation once your proposal has been uploaded and processed. Electronic proposal submissions received after the specified deadline will not be considered.
- Complete and upload all required forms as one single pdf document with your proposal submission.
 - The Proposal Submission Form
 - Regret Letter (If No Bid)
 - Vendor Certification Form
 - Non-Collusion Form
 - Waiver of Immunity
 - Iranian Energy Divestment Certification
 - Certification on Sexual Harassment
 - Documentation Required by Specifications

All forms must be signed and witnessed according to the bid document instructions.

- Proposer is solely responsible for ensuring their responses are received on time
- Chemung County will not be held responsible for the inadvertent release of any information, nor should it take responsibility for information that may be misdirected.
- Below is a link of a recording on how to upload your submission:

<https://www.bidnetdirect.com/resources/articles/searching-responding-bid-solicitations-en>

- It is important that your submission be uploaded, submitted, and finalized prior to the bid submission due date. Uploading large documents may take significant time, depending on the size of your file and your internet speed, therefore we strongly recommend that you give yourself sufficient time and at least one (1) day before closing time to begin uploading your documents and to finalize your submission.
- You will receive confirmation that your submission has been finalized.
- Please note: The maximum file upload size is 2 GB and there is no limit to the number of files you can upload.
- Please contact Empire State Bid System vendor support for any technical questions related to your submissions at 1-800-835-4603 Press Option#2.
- Minimum System Requirements: Google Chrome is recommended.

INFORMATION FOR PROPOSERS

SECTION 1 - CONDITIONS OF WORK

The Owner may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all proposals. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified will not be considered. No proposal may be withdrawn within forty-five days after the proposal due date.

Proposals delivered prior to the day the proposals are due will be deemed received upon the day of the actual opening of the proposals and will be retained in the interim only as a courtesy to the Proposer.

1.01 Specifications or Scope of Work: See Section 1.02

1.02 Commencement of Work: Upon execution and delivery of the Contract and insurance certificates by the Contractor to the Owner and the approval thereof by the Owner's attorney, the Contractor will be notified to proceed with the work of the Contract.

1.03 Taxes: The County of Chemung is a municipal corporation and is exempt from all sales tax.

1.04 Contractor's Insurance: The Proposer, at their own expense, shall procure and maintain, until final acceptance by the Owner of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State covering all operations under the Contract whether performed by the Contractor or by sub-Contractors. Before commencing the work, the Contractor and each sub-Contractor shall furnish to the Owner one duplicate original policy together with two certificates of insurance for each of the kinds of insurance required satisfactory in form to the Owner showing that the Contractor and each sub-Contractor has complied with this Section. The policies and certificates shall provide that the policies shall not be changed or cancelled until 15 days after written notice to the Owner.

Owner is to be named as an additional insured on a primary basis on all policies including completed operations with the exception of workers' compensation and a certificate of insurance will be provided within 48 hours of request by owner. All certificates of insurance will provide 30 days' notice to owner of cancellation or non-renewal. Contractor waives all rights of subrogation against owner and will have all policies endorsed setting forth this waiver of subrogation.

All insurance coverages required to be purchased and maintained by the Contractor under this Agreement shall be primary for the defense and indemnification of any action or claim asserted against the Owner and/or the Contractor for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies that may be to the contrary.

The kinds and amounts of insurance are as follows:

A. PROFESSIONAL LIABILITY INSURANCE: In satisfaction of the insurance requirements of this Agreement, CONTRACTOR is required to procure and maintain **PROFESSIONAL LIABILITY INSURANCE** in the sum of at least **ONE MILLION DOLLARS (\$1,000,000.00)** and **GENERAL LIABILITY INSURANCE IN THE SUM OF AT LEAST ONE MILLION DOLLARS (\$1,000,000.00)**

CONTRACTOR is further required to furnish copies of proof of said coverages in Certificates of Insurance, naming the COUNTY as an additional insured with respect to the general liability policy. These Certificates of Insurance must include the term of this Agreement or CONTRACTOR shall, on or before thirty (30) days of the

expiration date of the above insurance, provide the COUNTY with a Certificate of Insurance with the same coverage for the balance of the term of this Agreement.

Any required insurance will be in companies authorized to do business in New York State, covering all operations under this Agreement, whether performed by the CONTRACTOR or by subcontractors.

All insurance coverage required to be purchased and maintained by the CONTRACTOR under this agreement shall be primary for the defense and indemnification of any action or claim asserted against the COUNTY and/or the CONTRACTOR for work performed under this Agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

Should the Contractor's insurance be written on claims made basis, the CONTRACTOR agrees to maintain coverage for claims arising from services rendered during the term of this Agreement but submitted after the termination of this Agreement. If necessary, CONTRACTOR will purchase "tail coverage" to meet the financial obligation of this Agreement and instruct its insurer to send the County a Certificate of Insurance as evidence of the coverage required by this paragraph.

B. AUTOMOBILE INSURANCE: Automobile public liability and property damage insurance covering all claims against the Contractor, each sub-Contractor and the Owner, as a result of work under the Contract, shall be provided by the Contractor in the following amounts:

COMBINED SINGLE LIMIT OF \$ 1,000,000.00

C. STATE PROVISIONS - WORKERS' COMPENSATION: Pursuant to Section 108 of the General Municipal Law, it is stipulated that the Contractor shall at all times during the life of this Contract provide adequate Workers' Compensation at his own cost and expense, and this Contract shall be void and of no effect unless the said Contractor shall secure compensation for the benefit of, and keep insured during the life of said Contract, such employees in compliance with the provisions of Chapter 41 of the Laws of 1914, as amended.

1.05 Indemnification Clause: The Contractor agrees to defend, indemnify and hold harmless the County, its officers and agents, against all liability, judgments, costs, and expenses upon any claims arising from the negligence of the Contractor, its agents, officers or employees, in performing the work under this Agreement.

1.06, 1.07, 1.08, 1.09 Not Applicable

1.10 Executory Clause: It shall be understood by and between the parties that this agreement shall be deemed executory to the extent of the monies available to the County of Chemung for said purposes and no liability on account thereof shall be incurred by the County of Chemung beyond monies available for said purposes.

Cancellation: This Contract may be terminated by the County of Chemung, with written notice being given to the Contractor 30 days prior to cancellation and said agreement shall be null and void and have no further effect 30 days after the Contractor's receipt of said written notice from the County.

1.11 Contractor Status: The relationship of the Contractor to the County of Chemung shall be that of an independent contractor. That the said Contractor in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as nor claim to be an officer or employee of the County of Chemung by reason thereof and that it will not by reason thereof, make any claim, demand, or application to or for any rights, or privilege applicable to an officer or employee of the County of Chemung, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credits.

1.12 Pertaining to General Municipal Law: The Contractor shall agree that Sections 103-a and 103-b of the General Municipal Law relative to ground for cancellation of Contract by municipal corporation, and disqualification to contract with municipal corporations, are made part hereof as though fully set forth herein.

1.13 Specification Discrepancy: Should a discrepancy be found in, or omissions from the specifications, requirements for contract, or bid proposal form, or should the bidder be in doubt as to their meaning, they shall at once, no later than seven days prior to submission of Proposal, notify the Purchasing Director in writing who will send written Addenda to all bidders where necessary. The County of Chemung will not be responsible for any oral instructions.

1.14 Assignment and Subletting: The Contractor shall not assign, transfer, sublease, pledge, hypothecate, surrender, or otherwise encumber or dispose of this Contract or any estate created by this Contract, or any interest in any portion of the same, or permit any other person or persons, company or corporation to perform, without the written consent of the County first being obtained.

1.15 Non-waiver: Any waiver of any breach of covenants herein contained to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

1.16 Default: Provided always, these entire agreements are upon this condition, that if the Contractor shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than seven (7) days after the County has notified Contractor in writing of Contractor's default here-under and the Contractor has failed to correct such default within seven (7) days, or if Contractor shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, then in either of said cases or events, the County, or those having its estate in the premises, lawfully may, at its option, immediately or at any time thereafter without demand or notice, cancel the whole and expel Contractor and those claiming by, through or under Contractor, and remove Contractors and their effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used.

1.17 Rejection or Acceptance: The right is reserved by the County to waive any irregularities or informalities in any proposal, to reject any or all proposals, to re-advertise for proposals if desired, and to accept the proposal which, in the judgment of the County, is deemed the most advantageous for the public and the County. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the proposal. In the event of default of the successful applicant, or his refusal to enter into a contract with the County, the County reserves the right to accept the proposal of any other applicant without necessity of re-advertisement.

1.18 License Requirement: Contractor shall agree to maintain continuously applicable state, county, city and federal licenses. The County of Chemung reserves the right to investigate thoroughly the finances, character, experience and record of each proposer and the final award will consider these aspects with the actual proposal. The company submitting the proposal shall fully cooperate in providing information necessary to facilitate the investigation herein stated above.

1.19 Contract Period: See Specifications/Scope of Work Section 1.02.

1.20 Limitations to Liability: Chemung County does not assume responsibility or liability for costs incurred by proposers responding to the Request for Proposal (RFP) or to any subsequent requests for interviews, additional data, etc.

1.21 Equal Opportunity Employment: Attention of Proposers is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status or marital status.

1.22 Compliance with Law: The Contractor/Proposer agrees to comply with and fulfill all laws, orders, ordinances, rules and requirements of Federal, State, City, County or other applicable governmental authority; all applicable OSHA and New York State Labor rules, regulations, and statutes. Chemung County is a Municipal Separate Storm Sewer System (MS4) entity, and its MS4 operators together with third party entities are required to meet the storm water discharge regulations of its Storm Water Management Plan (SWMP). The proposer is advised it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards.

1.23 Iranian Energy Sector Divestment:

1. Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)." Chemung County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons, therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Chemung has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Chemung would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

1.24 NEW YORK STATE SEXUAL HARASSMENT LAWS

By submission of this Proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

CHEMUNG COUNTY STANDARD INSURANCE REQUIREMENTS

Prior to commencement of work, delivery of services, acquisition of merchandise or equipment, a Certificate of Insurance and a policy endorsement covering items A, B & C must be delivered to the County Department responsible for the agreement, and to the County Attorney. A Certificate of insurance may be used to show coverage only.

ITEMS:

- A. Chemung County, 203 Lake Street, PO Box 588, Elmira, N.Y., 14902-0588 shall be named as an additional insured (for the purposes of coverage but not the payment of premium).
- B. **ACKNOWLEDGEMENT:** The insurance companies providing coverage acknowledge that the named insured is entering into a contract with Chemung County in which the named insured agrees to defend, hold harmless, and indemnify the County, its officials, employees and agents against all claims resulting from work performed, material handled, and services rendered. The contractual liability coverage evidenced will cover the liability assumed under the County-Contractor agreement.
- C. Prior to non-renewal, cancellation or a change of coverage on this policy, at least thirty (30) days advance written notice shall be given to Chemung County Attorney at Chemung County Offices, 167 Lake Street, PO Box 588, Elmira, NY 14902-0588.

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

MINIMUM COVERAGES AND LIMITS ARE

TYPE OF CONTRACT	COVERAGES REQUIRED	LIMITS REQUIRED
PROFESSIONAL SERVICES	PROFESSIONAL LIABILITY	MINIMUM \$1,000,000
	GENERAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED & NON-OWNED	MINIMUM \$1,000,000
	WORKERS COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONSTRUCTION & MAINTENANCE	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE, (XCU HAZARDS)	\$1,000,000 per OCCURRENCE \$2,000,000 AGGREGATE
	UMBRELLA EXCESS LIABILITY Unless stated otherwise in specifications, policy must have limits of not less than:	\$1,000,000 per OCCURRENCE \$1,000,000 AGGREGATE
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON-OWNED	COMBIND SINGLE LIMIT \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONSTRUCTION & MAINTENANCE FOR ELEVATED WORK (ROOF, BRIDGES, ETC.),	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE, (XCU HAZARDS)	\$2,000,000 per OCCURRENCE \$3,000,000 AGGREGATE
	UMBRELLA EXCESS LIABILITY Unless stated otherwise in specifications, policy must have limits of not less than:	\$2,000,000 per OCCURRENCE \$2,000,000 AGGREGATE
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON-OWNED	COMBIND SINGLE LIMIT \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONSTRUCTION & MAINTENANCE FOR LARGE (e.g. DOT) PROJECTS,	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE, (XCU HAZARDS)	\$1,000,000 per OCCURRENCE \$2,000,000 AGGREGATE
	UMBRELLA EXCESS LIABILITY Unless stated otherwise in specifications, policy must have limits of not less than:	\$5,000,000 per OCCURRENCE \$5,000,000 AGGREGATE
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON-OWNED	COMBIND SINGLE LIMIT \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PRODUCTS & COMPLETED OPERATIONS, CONTRACTUAL, BROAD FORM PROPERTY	MINIMUM \$1,000,000

ACQUISITION OF SUPPLIES OR EQUIPMENT	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
COUNTY PROPERTY USED BY OTHERS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR LEGAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON-OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONCESSIONAIRE SERVICES LIVERY SERVICES MUNICIPAL AGREEMENTS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON-OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	\$100,000
	DISABILITY BENEFITS	STATUTORY

Bid specifications, particular contracts, leases or agreements may require increased limits and/or additional coverage. If there are questions, please contact the Chemung County Legal Department 607-737-2982.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Insurance Company information	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
INSURED	VENDOR NAME VENDOR ADDRESS	INSURER A :	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ TRIP ☐ JCT ☒ LOC OTHER:	X	X	XXXXXXXXXX			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	XXXXXXXXXX			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$	X	X	XXXXXXXXXX			EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Chemung is listed as Additional Insured on a primary basis per policy terms and conditions. Waiver of Subrogation applies per policy terms and conditions. 30 Days' Notice of Cancellation applies, except for 10 days' notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

County of Chemung PO Box 588 Elmira, NY 14902-0588	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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SECTION 1.02 RFP- 2027 THERAPY/REHAB SERVICES FOR CHEMUNG COUNTY NURSING FACILITY 2026

A. BACKGROUND AND INTENT

1. **Chemung County Nursing Facility (CCNF) is located** at 103 Washington Street, Elmira, NY 14901. The Chemung County Nursing Facility is 200-bed residential health care facility licensed and operated by County of Chemung. The Facility currently operates with a maximum census of 165 residents, with a typical operating census of approximately 152 to 160 residents. The census may occasionally approach the Maximum operating capacity of 160 residents. The facility provides long-term, inpatient, skilled nursing level services to residents who have a chronic or debilitating illness or who need rehabilitation services. A full range of services are offered including medical and psychiatric care, rehabilitation therapies, pharmacy, laundry, social work and recreational activities plus on-site optometry and dental services and a beauty/barber shop. There is a public cafeteria for employees and visitors. The facility is fully accredited by the Medicare and Medicaid Programs and is a member of both the state and national Leading Age Associations. It participates in the voluntary "Quality First Program", a national quality assurance initiative.
2. **The Nursing Facility is soliciting proposals** for Therapy/Rehab Services for the fiscal year beginning January 1, 2027, with the option of extending the contract for subsequent years.
3. **It is the intent** of the County to enter into a contract with the proposal who, in the County's sole discretion, will provide the best services, strongest revenue proposal, and meet the needs, goals, and objectives of the County.

B. TERM OF CONTRACT

1. **A contract resulting** from this solicitation shall be for a period of one (1) year. The term shall begin on January 1, 2027. Award must first be approved by the Chemung County Legislation.
2. **The contract may** be extended for up to two (2) additional one (1) year terms. Any contract extensions shall be upon mutual agreement between the County and the successful contractor and are subject to the approval of the Chemung County Legislature. Any increases in contract pricing will be based on the annual CPI rate.

C. CONTRACTOR MINIMUM QUALIFICATIONS

Proposers shall meet the following minimum qualifications:

1. **Demonstrated experience** providing comprehensive therapy and rehabilitation services to skilled nursing facilities or similar healthcare settings.
2. **Ability to provide qualified** and appropriately licensed Physical Therapists, Occupational Therapists, Speech-Language Pathologists, and other personnel necessary to provide the services specified in this RFP.
3. **Ability to provide** a qualified Director of Therapy who meets the requirements identified in Section H – Scope of Services.
4. **Demonstrated experience** with Medicare and Medicaid reimbursement requirements, including PDPM, Case Mix management, documentation, billing, reporting, and denied claims.
5. **Demonstrated** ability to provide adequate staffing and clinical oversight to meet the needs of CCNF.

6. **Financial capability and resources** are sufficient to perform the requirements of this contract.
7. **Demonstrated successful experience** providing similar services to skilled nursing facilities.

D. STATEMENT OF QUALIFICATION PROPOSAL

Proposers shall provide the following information with the proposal to demonstrate compliance with the minimum qualifications identified in Section C:

1. **A brief history of the firm**, including current workforce size, location, and years of experience providing therapy and rehabilitation services.
2. **Identification** of the proposed Director of Therapy and Account Executive, including qualifications, education, licensure, certifications, and relevant experience.
3. **A description of recent and current contracts** providing therapy and rehabilitation services to skilled nursing facilities or similar healthcare facilities. Include at least five (5) client references, with contact information.
4. **A description of the Proposer's approach** to staffing, clinical oversight, quality assurance, and management of the therapy program.
5. **A description of the Proposer's** experience and approach to PDPM, Case Mix management, documentation, reimbursement, billing, reporting, and denied claims.
6. **Documentation of financial condition**, including the most recent financial statement.
7. **A description of any additional services**, resources, technology, or other benefits the Proposer will provide as part of the proposed services.
8. **Fee proposal** in accordance with Section J – Pricing.
9. **Any other information** which will demonstrate the Proposer's qualifications and ability to meet the requirements of this RFP.

E. PROPOSAL SUBMISSION REQUIREMENTS

Each Proposer shall submit a complete proposal electronically through the Empire State Bid System in accordance with the Electronic Proposal Submission Procedures contained in this RFP.

The proposal shall include, at a minimum, the following:

1. **Proposal Submission Form** – A completed and signed Proposal Submission Form executed by an authorized representative of the Proposer.
2. **Statement of Qualifications** – Information demonstrating that the Proposer meets all minimum qualifications identified in Section C – Contractor Minimum Qualifications.
3. **Company Information and Experience** – A brief history of the firm, including current workforce size, location, years of experience providing therapy and rehabilitation services, and experience providing services to skilled nursing facilities or similar healthcare facilities.
4. **Key Personnel** – Identification of the proposed Director of Therapy, Account Executive, and other key personnel who will be assigned to the Chemung County Nursing Facility, including their qualifications, education, licensure, certifications, and relevant experience.

5. **Client References** – At least five (5) current or recent client references for comparable therapy and rehabilitation services. Each reference shall include the client's name, contact person, telephone number, email address, and dates of service.
6. **Approach to Services** – A detailed description of the Proposer's approach to staffing, clinical oversight, quality assurance, documentation, reimbursement, billing, reporting, and overall management of the therapy program.
7. **Medicare and Medicaid Experience** – A description of the Proposer's experience and approach to PDPM, Case Mix management, documentation, reimbursement, billing, reporting, denied claims, and appeals.
8. **Financial Information** – The most recent financial statement or other documentation demonstrating that the Proposer has the financial capability and resources necessary to perform the requirements of this contract.
9. **Pricing Proposal** – A completed pricing proposal in accordance with Section J – Pricing. The Proposer shall provide sufficient detail for the County to evaluate and compare the proposed financial arrangement.
10. **Additional Services or Benefits** – A description of any additional services, resources, technology, equipment, or other benefits the Proposer will provide as part of the proposed services.
11. **Required Forms and Certifications** – All forms and certifications identified in the Electronic Proposal Submission Procedures and elsewhere in this RFP shall be completed and submitted as required.
12. **Exceptions or Clarifications** – The proposer shall submit its proposal in accordance with all requirements, Terms, Conditions, and specifications contained in this RFP. No exceptions, exclusions, qualification, or deviations from the requirements of this RFP will be accepted.
13. **Addenda** – The Proposer shall acknowledge receipt of all addenda issued by the County prior to the proposal submission deadline.

The County reserves the right to request clarification or additional information from any Proposer as necessary to evaluate the proposal. However, the County shall not be obligated to permit a Proposer to materially alter or supplement its proposal after the submission deadline.

Incomplete proposals may be considered non-responsive and may be rejected at the sole discretion of the County.

F. SELECTION OF CONTRACTOR:

1. Any contract resulting from this solicitation will be awarded to the responsive and responsible proposer whose proposal, in the sole discretion of the County of Chemung, best conforms to the solicitation and will most effectively meet the needs of CCNF. Any award will be given by the Chemung County Legislature.

2. The County will take into consideration the level of effort, technical quality, and responsiveness to the **Scope of Contract Services**. Other factors which the Selection Committee will take into account in recommending a contractor shall include but not be limited to:

- a. **Responsiveness** of proposer in identifying and addressing the needs of the County related to the scope of services to be provided. **20%**
- b. **Specific knowledge** and expertise providing therapy services in skilled nursing facilities. **20%**
- c. **Overall qualifications** and experience. **20%**
- d. **Key personnel** assigned to the project. **20%**
- e. **Price proposal**. **20%**

An Evaluation Committee consisting of the CCNF staff and Executive Staff will review proposals to determine satisfaction of the RFP minimum requirements and then evaluate the proposals based upon the Evaluation Criteria.

G. CONTACT PERSON:

Questions concerning this proposal shall be directed to:

Nina Wells, Deputy Purchasing Coordinator

purchasing@chemungcountyny.gov

H. SCOPE OF SERVICE

1. Duties and Obligations of Therapy Services Provider

- a. Therapy Service Provider shall make available to the facility on an as needed basis the professional services of therapists in the areas of physical therapy, occupational therapy, and speech language pathology services. All services provided by the Therapy Service Provider will be in accordance with applicable governmental, accrediting or third-party reimbursement standards. The hours of service will be normal business hours during weekdays and weekends.
- b. Therapy Service Provider shall provide facility evidence of each therapist's qualifications, including Licensure certifications and registrations where applicable.
- c. Therapy Service Provider will ensure all therapists employed and provided to the facility will meet federal and NY State employment qualifications including, but not limited to criminal background checks, vaccination requirements, fit testing requirements, and other onboarding requirements identified by the facility.
- d. Therapy Service Provider will monitor and collaborate with facility regarding case mix index, PDPM score, and RUG scores to ensure facility objectives are met.
- e. Therapy Service Provider will complete required Minimum Data Set documentation as required under Federal Register and NY State Medicaid and Medicare provider services.
- f. Therapy Service Provider will complete baseline care plans on all residents with regards to ADLs and Therapy services for all new admissions and readmissions.
- g. Therapy Service Provider will develop and implement an adequate quality assurance program to ensure compliance with Federal Register and NY State Medicare and Medicaid billable service guidelines.
- h. Therapy Service Provider will complete and submit all denied claims as part of identified appeals process.
- i. The Therapy Service Provider shall maintain accurate and sufficient documentation to support all services rendered and billing codes submitted and shall be financially responsible for any denied claims or recoupment attributable to inadequate documentation or unsupported billing codes. The Provider shall cooperate with the Facility in responding to related audits and appeals
- j. Therapy Service Provider will work with facility to mitigate Minimum Data Set and Quality Measure risks.

- k. Therapy Service Provider will develop and complete Minimum Data Set and care planning as outlined in Federal Register.
- l. Therapy Service Provider will work with facility to drive and increase case mix index performance.
- m. Therapy Service Provider will participate in facility identified quality assurance programs and committees.
- n. Therapy Service Provider will participate in Medicare Triple Check process as identified by facility.
- o. Therapy Service Provider will provide durable medical equipment in line with insurance coverage and where applicable based on established written agreement with facility.
- p. All therapists are required to be licensed and have at least a bachelor's degree. Basic life Support certification is preferred.
- q. The Director of Therapy must have a bachelor's degree in physical therapy, occupational therapy, or related field, Physical therapist license or registration, CPR Certified, Case Mix and PDPM payor source experience.

2. Obligations of the Facility

- a. The facility shall set aside for the exclusive use of Therapy Service Provider adequate work and storage areas for the provision of the therapy services and shall provide therapy related equipment and supplies needed to provide the services contemplated by this agreement. Access to working telephone, a copy machine, and a fax machine shall be provided by the facility for use by Therapy Service Provider for the sole purpose of providing services to the facility hereunder. The maintenance of the provision of utilities to the designated area shall be the sole responsibility of the facility. The facility shall designate its Administrator to serve as a Liaison with Therapy Service Provider.
- b. The facility shall submit and complete the Minimum Data Set (MDS) in accordance with the standards and timelines set forth in the Federal Register. The facility shall use its best efforts to market its rehabilitation program and maintain a patient base to support a full-time discharge-oriented rehabilitation program and adequate patient case mix.
- c. The facility shall maintain full administrative and professional responsibility for the treatment and care of the residents receiving therapy services.
- d. The facility shall be responsible for obtaining written and signed copies of attending physician orders and providing them to the Therapy Service Provider for each resident who requires therapy services according to the RUGS IV Classification System, as put forth in the Federal Register and within 24 hours of request for any other residents not immediately identified at admission as required therapy services.
- e. Facility will provide access to electronic medical record and other documents as required to provide required contracted services.

I.CURRENT CENSUS AND PAYER INFORMATION

- a. CCNF currently operates with a typical census of approximately 152-160 residents. The current payer mix includes approximately 7% Medicare Part A and 12-14% Managed Care residents. Payer mix and census may fluctuate based on admissions, discharges, residents' acuity, and factors.

- b. Therapy services are provided across Medicare Part A, Medicare Part B, Managed Care, and other applicable payer sources. Proposers should consider the Facility's current census and payer mix when developing their staffing and pricing proposals: however, these figures are not guaranteed volumes.

J. PRICING

- a. Therapy Service Provider will provide pricing proposals for the following, but will not exceed \$1.3 million in annual billing
 - i. Short Term Rehab pricing for Medicare Part A-Therapy component, Managed Medicare Part A (PDPM) and Managed Medicare
 - ii. Medicare Part B and Managed Medicare Part B other.
 - iii. Long Term Rehab Payers
- b. Therapy Service Provider shall be financially responsible for denied claims and any recoupments, repayments, or refunds imposed by a payer to the extent resulting from inadequate documentation, unsupported billing codes, or failure to meet applicable billing requirements attributable to the Therapy Service Provider.

K. BILLING

- a. Therapy Service Provider will identify billing requirements and align with facility billing and payment guidelines set forth in written agreement.

FORM FOR SUBMISSION OF PRICE PROPOSAL RFP-2927 Therapy/Rehab Services for Chemung County Nursing Facility

TO THE COUNTY OF CHEMUNG: The undersigned hereby declares that they have carefully examined all proposal and contract documents and all interpretations of any addenda to the Contract Documents issued by the County of Chemung and is satisfied as to all the quantities and conditions and understands that in signing this Proposal they waive all rights to plead any misunderstanding regarding the same. Pursuant to and in compliance with the Proposal Documents, the Proposer hereby offers to furnish all equipment and whatever else is necessary or proper for, or incidental to, the completion of this Contract, as required by and in strict compliance with the applicable provisions of all contract documents, for the following proposal prices:

Medicare Part A- Short Term Rehabilitation/Therapy _____

Managed Medicare Part A/PDPM _____

Medicare Part B _____

Managed Medicare Part B _____

Long-Term Care/ Long-Term Rehab Payers _____

If written notice of the acceptance of this Bid is delivered to the undersigned, the undersigned will, within ten (10) business days after the date of such delivery, execute and deliver the Contract in the form of the Agreement attached hereto, or in a special Contract form that may be drawn up in accordance with the County Attorney's requirements. In the event that an addendum, the undersigned hereby acknowledges the receipt of same and agrees that they are bound by all addenda, whether or not listed herein:

Addendum Number _____ Date of Addendum _____

Proposer or Authorized Representative

Name of Company

Address of Company

Phone and Fax Numbers of Company

E-Mail

Vendor Certification

As of January 1, 2005, the Office of the State Comptroller is requiring that governmental agencies award contracts only to vendors that have been certified as “responsible.” Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is a contracting agency’s responsibility, under Section 163 (9) of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the State (as well as the City) against failed contracts.

The following factors are to be considered in making a responsibility determination:

1. Legal Authority to do business in New York State
2. Integrity
3. Capacity – both organizational and financial
4. Previous performance

Please complete the enclosed Vendor Responsibility Questionnaire. The completed Questionnaire shall be returned with your bid submission in order for your bid to be ruled responsive.

Additional information concerning vendor responsibility, including electronic versions of forms, may be found at the Office of the State Comptroller’s (OSC) website:

<http://www.osc.state.ny.us/vendrep>

Vendor Responsibility Form

Vendor Name: _____

Within the past five (5) years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of:

- A. an indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under governmental law?

ANSWER ALL QUESTIONS

immunity,

YES _____ NO _____

- B. a government suspension or debarment, rejection of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement?

YES _____ NO _____

- C. any governmental determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful?"

YES _____ NO _____

- D. a consent order with NYS Department of Environmental Conservation, or a governmental enforcement determination involving a construction-related violation of federal, state, or local environmental laws?

YES _____ NO _____

- E. a finding of non-responsibility by a governmental agency or Authority for any reason, including but not limited to the intentional provision of false or incomplete information as required by Executive Order 127?

YES _____ NO _____

If yes to any of above, please provide details regarding the finding.

ENTITY MAKING FINDING: _____

YEAR OF FINDING: _____

BASIS OF FINDING: _____

(Attach Additional Sheets if Necessary)

Overview on Executive Order #127 May be Accessed:

<http://www.ogs.state.ny.us/aboutOgs/regulations/procurement/overview.html>

REGRET LETTER

REQUEST NUMBER:

TO WHOM THIS MAY CONCERN:

If you do not plan to bid on this offering, but wish to remain on our active vendor list, you must complete this form and return to this office by the bid due date.

Thank you for your cooperation.

Very truly yours,

Tricia A. Wise
PURCHASING DIRECTOR

REASON FOR NOT BIDDING

- ☐ RECEIVED BID PACKAGE TOO LATE
- ☐ NOT ENOUGH TIME TO DEVELOP BID
- ☐ NOT SUFFICIENT DETAILS
- ☐ JOB TOO LARGE
- ☐ JOB TOO SMALL
- ☐ NOT INTERESTED IN THIS TYPE OF MATERIAL/SERVICE ☐

WORKING AT FULL CAPACITY AT THIS TIME

- ☐ CANNOT MEET TIME SCHEDULE FOR COMPLETION OF JOB
- ☐ SPECIFICATIONS TOO RESTRICTIVE
- ☐ OTHER: _____

Contractor/Vendor

**NON-COLLUSIVE PROPOSAL CERTIFICATE PURSUANT TO 103d
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

A. By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.

(2) Unless otherwise required by Law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

(3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

B. A proposal shall not be considered for award nor shall any award be made where (a)-(1), (2) and (3) have not been complied with; provided however, that if in any case the proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. Where (a)-(1), (2) and (3) have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a proposal (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposal, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

By submission of this proposal, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

Signature of Proposer

**WAIVER OF IMMUNITY PURSUANT TO 103a
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK**

The Consultant and/or Vendor and/or Supplier, pursuant to General Municipal Law, section 103a, hereby agrees to the provisions in the law which require that upon refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a Public Authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a Waiver of Immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting proposals to or receiving awards from or entering into any contract with any municipal corporation or fire district or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this Law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Authorized Signature for Proposer

Title

Date

(Corporate Seal, if any)
(If no seal, write "No Seal"
across this place and sign)

IRANIAN ENERGY 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.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case-by-case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

BIDDER'S STATEMENT ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-I

In accordance with State Finance Law §139-I, which generally prohibits the County of Chemung from entering into contracts pursuant to the bid process with persons who fail to submit a certification affirming compliance with New York Labor Law §201-g, the bidder submits the following certification under the 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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Dated: _____, New York
_____, 20____

Name of Bidder

Signature of Authorized Official

Printed or Typed Name of Official and Title

Sworn to before me this
_____ day of _____, 20____

Signature: _____

COUNTY OF CHEMUNG, NEW YORK NOTICE OF AWARD

Issued to: Company Name _____
Company Address _____
Company City/State/Zip _____

Proposal Number and Title _____

Proposal Due Date _____

Chemung County Legislature Resolution Number _____ Date _____

Chemung County has considered and accepted your proposal submitted for the above-entitled proposal, or a portion thereof as detailed on any attachment to this notice. You are required to execute the Agreement and furnish any required certificates of insurance within ten (10) business days from the date of this Notice. If you fail to execute said Agreement and to furnish said certificates within ten (10) business days from the date of this Notice, Chemung County will be entitled to consider all your rights arising out of the acceptance of your PROPOSAL as abandoned and shall be entitled to such other rights as may be granted by law. **You are required to return an acknowledged copy of this NOTICE OF AWARD within five (5) calendar days to:**

Chemung County Department of _____

Street Address _____

Post Office Box _____ City _____ State _____ Zip Code _____

Telephone _____ Fax _____

By: _____

Department Head Signature

Typed Name/Title

DATED the _____ day of _____, 20____.

ACCEPTANCE OF NOTICE OF AWARD

NOTICE OF AWARD is hereby acknowledged and accepted.

By: _____

Authorized Signature

Typed Name/Title

For: _____

Organization

DATED the _____ day of _____, 20____.

AGREEMENT

THIS CONTRACT, made and entered into this _____ day of _____, _____ by and between the County of Chemung, 203 Lake Street, Elmira, New York 14901 (Administrative Office address), hereinafter designated as the OWNER, and:

Hereinafter designated the **CONSULTANT**.

WITNESSETH: That the parties hereto, each in consideration of the Agreements of the part of the other herein contained, have mutually agreed and hereby mutually agree, the OWNER for itself and its successors and the CONSULTANT for itself, himself, herself, or themselves and its successors, his, hers, or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION: Under this Agreement and Contract, the CONSULTANT shall proceed with such project or services as hereby described:

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance of the Owner of all of the matters and thing to be performed by the Owner and herein provided; the Consultant agrees, at his/her own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1. Hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions as contained in the proposal package and specifications, made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Consultant agrees to accept as full compensation for all work done, and materials furnished and equipment and supplies sold, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for faithfully completing the work and the whole thereof as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Proposal hereto attached.

Article 4. The following documents shall constitute integral parts of the agreement, the whole to be collectively known and referred to as the Contract Documents: Proposal and Scope of Work Documents; Addenda; Plans or Drawings (if any); Non-Collusion Proposal Certificate; Waiver of Immunity; Iranian Energy Divestment Certification; Proposer's submittals; Agreement form; Site Entry and Indemnity; Insurance Certificates; Notice of Award.

The Table of Contents, Headings and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents, and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

Article 5. If the Consultant shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 6. The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement,

By: (Consultant)

(Seal)

Signature

Company Name

Company Address

By: (Owner - County)

(Seal)

Christopher J. Moss,
Chemung County Executive

SITE ENTRY AGREEMENT AND INDEMNITY

Date: _____

Owned and/or Operated by the following:

CONSULTANT: _____ Print Name

_____ Address

() _____ Phone

_____ Person to Contact

_____ E-mail address

SITE/PROJECT: _____

Subject to the terms and conditions herein stated and agreed to by the above-named Consultant, the above-named Owner does hereby give permission to consultant to enter the above-named project.

A. INSURANCE: Consultant represents and warrants that Consultant has in force the following insurance coverage applicable to their operations:

1. Workers' Compensation and Employers Liability coverage for all employees, including corporate officers, partners and proprietors.

2. Professional and General Liability Insurance: In satisfaction of the insurance requirements of this Agreement, Consultant is required to procure and maintain professional liability insurance in the sum of at least one million dollars (\$1,000,000.00) and general liability insurance in the sum of at least one million dollars (\$1,000,000.00).

3. Automobile Insurance. Automobile public liability and property damage insurance covering all claims against the Consultant, each sub-Consultant and the Owner, as a result of work under the Contract, shall be provided by the Consultant in the amount of: COMBINED SINGLE LIMIT OF \$1,000,000.00

Owner is to be named as an additional insured on a primary basis on all policies including completed operations with the exception of workers' compensation and a certificate of insurance will be provided within 48 hours of request by owner. All certificates of insurance will provide 30 days' notice to owner of cancellation or non-renewal. Consultant waives all rights of subrogation against owner and will have all policies endorsed setting forth this waiver of subrogation.

CONSULTANT'S EQUIPMENT: All equipment owned by Consultant, and used at the Project, is at the sole responsibility of the Consultant and will be insured or self-insured by Consultant.

INDEMNITY: To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless OWNER and its agents, employees and representatives from an against all liabilities, claims, damages, losses and expenses (including, but not limited to, attorney' fees, whether incurred as a result of a third party claim or to enforce this provision) arising out of or resulting directly or indirectly from the performance of the work or

the enforcement of the contract documents, irrespective to whether there is a breach of a statutory obligation or rule of apportioned liability; provided, however, that Consultant's indemnification obligation shall not apply to the extent it is caused by the negligence of a person indemnified and indemnification of such person is precluded specifically by applicable law. Consultant's indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any part or person described in this paragraph.

LIMITATION ON ENTRY: Consultant's rights to enter onto the project are subject to cancellation if Consultant does not provide evidence of required insurance coverage to owner within 48 hours of owner's request.

AUTHORIZATION: The individual signing this Site Entry Agreement and Indemnity for Consultant is authorized to sign this document on behalf of Consultant (and if Owner requests will provide evidence of such authority to owner within 24 hours).

RECEIPT OF COPY: Consultant acknowledges receipt of a copy of this Site Entry Agreement and Indemnity.

IT IS AGREED that any clause of the Agreement that is found to be void and unenforceable will not affect the enforceability of any of the remaining provisions.

CONSULTANT:

(Name of Company)

(Print Name & Title)

(Signature)

APPROVAL OF OWNER:

Christopher J. Moss,
Chemung County Executive