



County Manager's Office

1 DiPronio Dr.
Waterloo, New York 13165

Melissa Taylor
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Phone (315) 539-1705
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NOTICE IS HEREBY GIVEN

that the County of Seneca (the "County") will receive Proposals for an Electronic Health Record (EHR) System for the jail, RFP#2026-3110-1. Such proposals must be filed with the Seneca County Manager's Office, 1 DiPronio Dr., Waterloo, New York 13165, on or before **2:00 PM prevailing time, November 6, 2026.**

All questions pertaining to this RFP shall be forwarded in writing to the County Manager at the address shown above.

Seneca County reserves the right to reject any or all proposals.

Melissa Taylor
County Manager
Seneca County

INFORMATION FOR PROPOSERS

Method of Award

This contract is a professional services contract, and as such is not subject to the competitive bidding requirements. The award of this contract will be based on certain criteria identified in the Specifications below.

As part of their decision-making process, the County will evaluate and rank the proposals and may interview one or more proposers that submitted the highest ranked proposals. An administrative team will make a recommendation to the County's Public Safety Committee. The Committee will then determine whether a recommendation to award a contract be made to the Seneca County Board of Supervisors. The Seneca County Board of Supervisors will make the final decision on whether to award a contract.

Vendor Questions

Questions regarding this RFP must be submitted in writing to the County Manager's Office.

Questions should be submitted in writing. The deadline for submitting questions is October 29 by 12:00 pm. Questions will be answered in writing and if changes or additions to the scope or specifications become necessary, those changes or additions will be issued as addenda and posted to the Seneca County website. Verbal responses from County employees or responses from staff other than the County Manager must not be given or relied upon. In the event any such response is given; it should not be relied upon and is non-binding. Only that information which is distributed through written addenda will be binding upon the County.

Questions regarding the RFP must be directed to:

County Manager
1 DiPronio Dr.
Waterloo, NY 13165
Tel: (315) 539-1705 Fax: (315) 539-0207
Email: pbehm@co.seneca.ny.us

NOTE: The County shall not be held responsible for the completeness or accuracy of any RFP documents received by a vendor that were not directly issued to that vendor by the County Manager's Office or found on the County website. Any vendor submitting a proposal based on incomplete or inaccurate information resulting from documentation received from any third party, shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with the County Manager's Office.

It is HIGHLY suggested that all vendors interested in participating in this RFP, contact the County Manager directly to ensure they have received the most accurate and up to date material concerning this contract.

Submission of Vendor's Proposal

One (1) ORIGINAL, HARD-COPY SIGNED response – clearly labeled as original must be submitted in a sealed package **and One (1) COMPLETE ELECTRONIC COPY** must be emailed to pbehm@co.seneca.ny.us noting the RFP Village of Ovid Downtown Revitalization Plan in the subject line. If the electronic copy is not able to be emailed, it may be submitted on a USB drive in the sealed package, the drive must be marked with vendor name and proposal number.

The sealed package must be marked on the outside with the following information:

Title of RFP and RFP Number

Due Date and Time

Company Name and Address

This must be received at the address below in the Seneca County Manager's Office **on or before, November 6, 2026 at 2:00 p.m.** Eastern Standard Time:

SENECA COUNTY MANAGER

1 DiPronio Dr.

Waterloo, New York 13165

The proposal submitted by the individual vendor(s) is the document upon which the County will make its initial judgment regarding the contractor's qualifications, understanding of the County's scope and objectives, and ability to complete services under the contract. It is the sole responsibility of the respondent to ensure that their response arrives prior to the receipt deadline.

Those submitting proposals do so entirely at their own expense. There is no expressed or implied obligation by the County to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing, or submitting additional information requested by the County, or for participating in any selection interviews and/or other processes.

Submission of any proposal indicates acceptance of the conditions and the complete understanding of the requirements contained in this RFP unless clearly and specifically noted otherwise in the proposal.

The County reserves the right to reject any proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional proposals.

GENERAL INFORMATION

AWARD OF RFP:

The award, if any, will be made within forty-five (45) calendar days of the opening date.

TERM OF CONTRACT:

Any contract resulting from this RFP shall be for the term authorized by resolution of the County Board of Supervisors. The County reserves the right to renew any contract resulting from this RFP for (12) twelve-month periods by mutual agreement in accordance with the terms of the contract and by annual resolution by the Seneca County Board of Supervisors based on continuation of the funding.

PROHIBITION AGAINST ASSIGNMENT/TRANSER/SUBCONTRACT:

The vendor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this agreement, to any other person or corporation without previous consent, in writing, of the County.

NON-APPROPRIATIONS CLAUSE:

In accordance with New York State General Municipal Laws the County of Seneca will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the County harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the County. Issuance of a purchase order by the County indicates that the County currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Receipt of a resolution by the Seneca County Board of Supervisors is not in and of itself a binding contract with the County. Should it become necessary for the County to cancel a project or purchase after an order to proceed or purchase order has been issued, the County will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation. (see Bid Form for further notes)

NON-ASSIGNMENT:

In accordance with NYS General Municipal Law 109, at no time during the duration of any contract resulting from this RFP, shall the successful vendor be allowed to assign any portion of this contract to a third party without express written approval by the Seneca County Board of Supervisors

TERMINATION:

The County, upon thirty (30) calendar days' notice to the vendor, may terminate any contract(s) resulting from this RFP in whole or in part when the County deems it to be in its best interest, whether with or without cause. In such event, the vendor shall be compensated and the County shall be liable only for payment for goods, materials, equipment and/or services provided under any contract(s) awarded as a result of this RFP up to the effective date of termination.

In the event of a dispute as to the value of services rendered by the vendor prior to the effective date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the vendor. Such reasonable and good faith determination shall be accepted by the vendor as final.

In the event the County determines that there has been a material breach by the vendor of any of the terms of any contract(s) awarded as a result of this bid and such breach remains uncured for five (5) days after service on the vendor of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate any contract(s) awarded as a result of this bid and the County shall have the right, power and authority to complete that which is required by the contract awarded as a result of this RFP, and any additional expense or cost of such completion shall be charged to and paid by the vendor. Service of notice hereunder shall be effective on the date of mailing.

PAYMENTS:

Payments to all vendors will be made within thirty (30) calendar days of receipt of an approved and accepted invoice by the County. If the contract is for equipment, the County will pay the vendor awarded the contract within thirty (30) calendar days of receipt and acceptance of the equipment as fully functional and operational including training of County staff by the vendor in the operation and maintenance of the equipment and upon receipt and approval of a correct invoice from the vendor. Prior to any vendor receiving payment, the County requires that all vendors have a current completed IRS form W-9 on file with the County Finance Department. The County may, at its option, audit such books and records of the vendor as are reasonably pertinent to a contract awarded as a result of this bid to substantiate the basis for payment and compliance with the terms of the contract resulting from this bid.

JUDGMENTS/LEGAL FINDINGS:

By submitting this proposal for consideration, the vendor affirms that they currently have no judgments or other legal findings nor have any pending judgments or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this RFP. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the County.

IRAN DIVESTMENT ACT:

By submitting a proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should Seneca County receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, Seneca County will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the

Act within 90 days after the determination of such violation, then Seneca County shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

Seneca County reserves the right to reject any proposal, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award

INDEPENDENCE:

The vendor expressly understands and agrees that it is and shall in all respects be considered an independent contractor. The vendor, its employees, partners, associates, subcontractors, subconsultants and any others employed or retained by the vendor in the performance of a contract resulting from this RFP, are not and shall not hold themselves out nor claim to be an officer or employee of the County, nor make claim to any rights accruing thereto, including but not limited to Workers Compensation, Unemployment Benefits, Social Security or retirement plan membership or credit. Further, vendor, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this bid, and agrees if the County were to be assessed a penalty related to this bid that vendor will defend and indemnify the County for any said penalty or related penalty.

NON-DISCRIMINATION:

The vendor expressly agrees that:

(a) in the hiring of employees for the performance of a contract resulting from this bid, neither the vendor, any subcontractor, nor any person acting on their behalf, shall discriminate against any person on the basis of any characteristic or classification protected under New York State or federal anti-discrimination laws, who is otherwise qualified and available to perform the work to which the employment relates; and

(b) neither the vendor, any subcontractor, nor any person acting on behalf of such vendor or subcontractor shall, in any manner, harass, discriminate against or retaliate against any employee hired for the performance of work under this Agreement on account of any characteristic or classification protected under New York State or federal anti-discrimination laws; and

(c) in the course of performance of work under a contract resulting from this bid, neither the vendor, any subcontractor, nor any person acting on their behalf shall, in any manner, harass, discriminate against, or retaliate against any person on account of any characteristic or classification protected under New York State or federal anti-discrimination laws; and

(d) that there may be deducted from the amount payable to the vendor by the County under any contract resulting from this bid a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and

(e) that any contract resulting from this bid may be cancelled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of this section.

NO CONFLICT:

The vendor agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The vendor further agrees that, in the performance of a contract resulting from this bid, no person having any such interest shall be employed by it.

The vendor represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the vendor to solicit or secure a contract resulting from this bid, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the vendor) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making a contract resulting from this RFP. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate a contract resulting from this bid without liability, and to deduct the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

COMPLIANCE:

The vendor shall comply, at its own expense, with the provisions of all federal, state and local laws, rules and regulations applicable to its performance of any contract resulting from this RFP and any terms and conditions of a grant associated with any contract(s) awarded as a result of this RFP.

DEFENSE AND INDEMNIFICATION:

The vendor agrees to the fullest extent of the law:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the vendor shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the vendor or third parties under the direction or control of the vendor; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in Sub-paragraph "(a)" above and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the vendor by the County of the County's receipt of a Notice of Claim, service of process or other demand or claim.

These defense and indemnification obligations shall survive the expiration or termination of any contract resulting from this bid, whether occasioned by the contract's expiration or earlier termination.

EMPLOYEE VERIFICATION REQUIREMENTS:

All vendors and all municipal entities included under any contract(s) resulting from an award of this RFP are required to comply with all current state, federal and local laws, rules and regulations as they pertain to the verification of the ability of each employee to legally work in this state and country. This includes all employees, subcontractors and their employees engaged in work covered by said contract.

All vendors shall, upon request, supply the County with certified copies of U.S. Citizenship and Immigration Services Form I-9 for all employees, subcontractors and their employees. These forms should be on file at the vendor's home office and are available online at <http://www.uscis.gov/files/form/i-9.pdf> . By submitting a bid for consideration by the County, the vendor acknowledges that it has complied with and will continue to comply with all regulations and statutes concerning the verification of employee status.

RECORDS:

All original records compiled by the vendor in performing under a contract resulting from this bid, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The vendor may retain copies of such records for its own use.

MISCELLANEOUS:

If any provision of a contract resulting from this RFP is determined to be invalid or unenforceable, that shall not affect the validity or enforceability of the remaining portions of the contract resulting from this bid. Any such invalid or unenforceable provision shall be modified so as to give effect to the original intent of the parties to the maximum extent possible. Each and every provision of law and clause required by law to be inserted in a contract resulting from this RFP shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law. Any contract resulting from this RFP shall be construed and enforced in accordance with the laws of the State of New York.

PROPRIETARY INFORMATION:

The proposal and any accompanying documentation submitted in the proposal shall become the property of the County and shall not be returned. The proposal shall be subject to the FOIL, Freedom of Information Law, so the proposers should identify any business information supplied in confidence, do not mark all pages confidential only those with truly proprietary information.

SPECIFICATIONS SUBMITTED BY: Seneca County Sheriff
Seneca County Manager's Office

SPECIFICATIONS:

Request for Proposals (RFP)

Electronic Health Record (EHR) and Practice Management System RFP#2026-3110-1

Seneca County Sheriff's Office Corrections Medical Department

1. Introduction and Purpose

Seneca County, through its Corrections Medical and Mental Health Department (hereinafter referred to as the "County"), is soliciting sealed proposals from qualified vendors to provide an **Electronic Health Record (EHR) and Practice Management System (RFP#2026-3110-1)** to support an **integrated medical and mental health inmate electronic health record**.

The selected system must fully comply with all applicable **New York State, Federal, and regulatory** requirements. The system must support integrated medical, mental health and substance use disorder services within a single clinical and billing platform. This system must also support the transferability to NYSDOCCS that paperwork which it requires to follow the inmate upon transfer.

This RFP is intended to identify a vendor capable of delivering a secure, scalable, user-friendly, and regulation-compliant solution, including implementation, training, support, and ongoing system updates.

2. County Information

Issuing Agency: Seneca County Sheriff's Office
County: Seneca County, New York

Primary Contact Person: Captain Donald Borland

Title: Chief Administrative Officer

Contact Number: 315-220-3405

3. Procurement Schedule (Tentative)

Milestone	Date
RFP Release Date	10/15/2026
Deadline for Written Questions	10/29/2026
Responses to Questions Issued	11/2/2026 _____
Proposal Submission Deadline	11/6/2026
Anticipated Award Date	12/9/2026

Milestone	Date
Anticipated Contract Start Date	1/1/2027

The County reserves the right to modify this schedule at its discretion.

4. Scope of Services

The vendor shall provide a **fully integrated EHR and Practice Management System** that includes, at a minimum:

- Clinical documentation
- Scheduling and calendar management
- E-prescribing functionality
- Compliance reporting
- Data analytics and quality reporting
- Interoperability with state and federal systems
- Implementation, training, and ongoing technical support

The system must support **medical documentation, co-occurring mental health and substance use disorder treatment**.

5. Regulatory and Compliance Requirements

The proposed system **must fully comply** with all applicable New York State and Federal regulatory requirements.

Vendors must clearly describe how their system supports CCBHC certification and ongoing compliance.

6. Functional Requirements

6.1 Clinical Documentation

- Configurable templates for all applicable services
- Integrated treatment planning for co-occurring disorders
- Progress notes, assessments, screenings, and discharge summaries
- Electronic signatures
- Role-based access controls

6.2 Scheduling and Workflow

- All applicable service and medication scheduling

6.3 Reporting and Data Analytics

- Reports required by all applicable federal and state laws and regulations

- Custom report creation
- Real-time dashboards
- Export capabilities for audits and reviews

6.4 Interoperability

- Support for all applicable medical standards relating to inmate health records
 - Ability to transfer information with inmates who move to different facilities
 - Integration with labs, pharmacies, and other providers
-

7. Data Security and Privacy

The system must include:

- Data encryption at rest and in transit
 - Role-based access and audit trails
 - Compliance with NYS cybersecurity standards
-

8. Implementation and Training

Vendors must provide:

- A detailed implementation plan
 - Data migration services
 - Staff training (initial and ongoing)
 - Go-live support
 - Post-implementation optimization
-

9. Vendor Qualifications

Vendors must include:

- Company background and years in operation
 - Experience with incarcerated patient programs
 - References from at least three similar organizations
 - Disclosure of any pending or past litigation related to EHR services
-

10. Proposal Submission Requirements

Proposals must include the following sections:

1. Executive Summary
 2. Technical Description of the System
 3. Compliance with Regulatory Requirements
 4. Implementation and Training Plan
 5. Support and Maintenance Services
 6. Cost Proposal (clearly itemized)
 7. Vendor Qualifications and References
 8. Required Certifications and Attestations
-

11. Evaluation Criteria

Proposals will be evaluated based on the following criteria:

- Compliance with all federal and New York State requirements
- Functionality and usability
- Vendor experience and qualifications
- Implementation approach
- Cost and overall value
- Quality of references

The County reserves the right to request demonstrations, interviews, or additional information.

12. Terms and Conditions

- The County reserves the right to reject any or all proposals.
 - The County is not responsible for costs incurred in proposal preparation.
 - The selected vendor must enter into a contract with Seneca County.
 - All proposals become the property of Seneca County.
-

13. Required Forms and Attachments

- Proposal Cover Sheet
 - Non-Collusive Bidding Certification
 - Insurance and Indemnification Acknowledgment
 - HIPAA and 42 CFR Part 2 Compliance Attestation
 - Proposer's Statement on Sexual Harassment
-

14. Authorized Signature

Vendor Name: _____

Authorized Representative: _____

Title: _____
Signature: _____
Date: _____

16. Proposal Scoring Matrix

Proposals will be scored using the following weighted criteria:

Evaluation Category	Weight	Description
Regulatory Compliance	25%	Demonstrated ability to meet NYS and federal requirements
Functional Support	20%	Support for required services, quality measures, and cost reporting
Usability & Workflow	15%	Ease of use, integrated care workflows
Reporting & Data Analytics	10%	Required reports, dashboards, audit readiness, full data export
Implementation & Training Plan	10%	Realistic timeline, staff readiness
Vendor Experience & References	10%	Experience with correctional electronic health records
Cost & Overall Value	10%	Transparency and long-term value

Total Possible Score: 100%

18. Fillable Vendor Attestation and Signature

By signing below, the Vendor certifies that all information provided is accurate and that the proposed system meets the requirements outlined in this RFP.

Vendor Legal Name: _____

Authorized Representative Name: _____

Title: _____

Email: _____

Phone: _____

Signature: _____ **Date:** _____

CONTRACT TERMS

This section is intended to form the basis for the development of a contract to be awarded as a result of this RFP.

The selected Vendor(s) will be required to execute a contract with the County. Schedule A of said contract shall include:

- The County's RFP
- Any and all addenda
- The Vendor's response
- All necessary insurance information

A sample of the County's standard contract is attached hereto as Appendix A.

MANDATORY FORMS

The forms on the following pages are mandatory and must be included with your proposal:

- Proposal Form, completed and signed
- Individual, Corporate, Partnership or LLC Acknowledgement, completed and notarized
- Non-Collusive Bidding Certification, complete and signed
- Bidder's Statement on Sexual Harassment, signed and notarized

Please sign all documents in blue or other non-black ink.

INSURANCE REQUIREMENTS

Vendor covenants and certifies that it will comply, in all respects, with all applicable federal, state and local laws rules and regulations including, but not limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B. Further, if a grant is involved with funding of this Agreement, Vendor shall comply with all grant requirements.

Pursuant to New York Finance Law § 139-L, the Contractor/Vendor, by signing this Agreement, further certifies that it: (I) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement contract SHALL BE VOID and of no effect unless the Vendor shall secure Workers' Compensation for the benefit of, and keep insured during the life of the contract, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

For all of the Services set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Services to be performed. Except for Workers' Compensation insurance, the County shall be an additional insured with waiver of subrogation on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by Vendor shall not in any way limit Vendor's liability under this Agreement.

INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the Vendor hereby agrees to effectuate the listing of Seneca County as an unrestricted, additional insured on the contractor's insurance policy(ies), with the exception of workers' compensation and professional liability. If the contractor is self-insured, evidence of its status as a self-insured entity shall be provided to the County. If requested, the contractor must describe its financial condition and the self-insured funding mechanism(s).
- II. The policy listing Seneca County as an additional insured shall, without exception:
 - a. Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
 - b. Contain a 30-day notice of cancellation.
 - c. State that the insurer's coverage shall be primary coverage for Seneca County, its officers, and employees.
 - d. Seneca County shall be listed as an additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- III. The contractor agrees to indemnify Seneca County for any applicable deductibles.

IV. Required Insurance **MINIMUMS:**

a. **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate. General Aggregate to apply on a per project basis.

b. **Automobile Liability**

\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.

c. **Excess/Umbrella Insurance**

\$1,000,000 each Occurrence and Aggregate

d. **Workers' Compensation and N.Y.S. Disability**

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

e. **Professional Liability/Malpractice**

\$1,000,000 aggregate (If commercially available for your profession) \$1,000,000 per claim

- V. Vendor acknowledges that failure to obtain such insurance on behalf of Seneca County constitutes a material breach of this bid/contract. The Vendor is to provide Seneca County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. Proof of Worker's Compensation and Disability must be in a form accepted under New York State Law. The failure of Seneca County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by Seneca County.

Vendor shall attach to this Agreement certificates of insurance evidencing Vendor's compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- A. Policy retroactive dates coincide with or precede Vendor's start of the performance of the Services (including subsequent policies purchased as renewals or replacements);
- B. Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Services;
- C. If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Services performed for the County; and

- D. Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Services performed under this Agreement.

Workers' Compensation Requirements under Workers' Compensation Law §57

To comply with coverage provisions of the Workers' Compensation Law (WCL), businesses must:

- a) be legally exempt from obtaining workers' compensation insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer; or
- d) participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing WCL Section 57, businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the government entity issuing the permit or entering into a contract:

A) Form [CE-200](#), *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage*;

Form CE-200 can be filled out electronically on the Board's website, www.wcb.state.ny.us. Click on the last button in the lower right hand corner {WC/DB Exemptions Form CE-200 (In bright yellow letters)} Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any district office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract; or

B) Form [C-105.2](#), *Certificate of Workers' Compensation Insurance* (the business's insurance carrier will send this form to the government entity upon request). **Please Note:** The State Insurance Fund provides its own version of this form, the U-26.3; or

C) Form [SI-12](#), *Certificate of Workers' Compensation Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247), or [GSI-105.2](#), *Certificate of Participation in Worker's Compensation Group Self-Insurance* (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

Disability Benefits Requirements under Workers' Compensation Law §220(8)

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- a) be legally exempt from obtaining disability benefits insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or seeking to enter into contracts **must** provide one of the following forms to the entity issuing the permit or entering into a contract:

A) [CE-200](#), *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage* (see above);

B) [DB-120.1](#), *Certificate of Disability Benefits Insurance* (the business's insurance carrier will send this form to the government entity upon request); **or**

C) [DB-155](#), *Certificate of Disability Benefits Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247).

NYS Agencies Acceptable Proof: Letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation under Section 88-c of the Workers' Compensation Law and exempt from NYS disability benefits. <http://www.wcb.state.ny.us/content/main/forms/AllForms.jsp>

PROPOSAL FORM

PROPOSAL FORM FOR RFP#2026-3110-1 to be received at the date, time and location listed on the Notice.

Proposals must be submitted in a sealed envelope plainly marked as to its contents.

Required is (1) original signed hard copy proposal and (1) complete electronic copy. The electronic copy can be sent by email to: pbehm@co.seneca.ny.us.

Proposals must contain a statement of non-collusion as required by Section 103-d of the General Municipal Law. **The County reserves the right to reject any or all proposals.**

By signing and submitting this Proposal Form, the undersigned acknowledges that they have read, understand and agree to all of the terms of the RFP documents as presented without reservation or alteration including: the Notice to Bidders, Instructions to Bidders, General Information, Schedule B Insurance Requirements, RFP Specifications and Proposal Form and any Addenda upon which the proposal is based.

All prices are to include no taxes.

NAME OF FIRM: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

BY: _____

Signature of Representative **(Blue or other non-black ink required)**

BY: _____

Signature of Representative (PRINTED)

FEDERAL OR TAX ID # _____

Email Address for Purchase Orders _____

ADDENDA

The following is confirmation of all the addenda upon which this proposal is based.

– Addenda # _____ - Received _____, 202____

Initialed by Rep.

– Addenda # _____ - Received _____, 202____

Initialed by Rep.

INDIVIDUAL, CORPORATE, PARTNERSHIP OR LLC ACKNOWLEDGMENT

STATE OF _____)
)SS:
COUNTY OF _____)

On the ____ day of _____, in the year 20__ before me personally appeared _____, known to me to be the person who
(name of person signing contract)
executed the within instrument, who being duly sworn by me did depose and say that __he resides at _____ in the Town of _____, County of _____, State of _____, and further that:

[Check One]

(☐ **If an individual**): he executed the foregoing instrument in his/her name and on his/her own behalf, or
doing business as (d/b/a) _____.
 (name of company)

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

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

(☐ **If a limited liability company**): __he is a duly authorized member of _____, LLC, the limited liability company described in said _____
(name of company)

instrument; that __he is authorized to execute the foregoing instrument on behalf of the limited liability company for the purposes set forth therein; and that, pursuant to that authority, __he executed the foregoing instrument in the name of and on behalf of said limited liability company, as the act and deed of said limited liability company.

Notary Public

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 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.

Name of Bidder

Signature of Authorized Official

Printed or Typed Name of Official and Title

Date

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

Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid (R2025-006-2), each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- 3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

NAME OF FIRM _____
Individual or Legal Name of Firm or Corporation

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____
Signature of Representative of Firm or Corporation (blue or other non-black ink)

DATED: _____

Appendix A

SENECA COUNTY - VENDOR AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into by and between SENECA COUNTY, a municipal corporation by and of the State of New York, hereinafter referred to as the "County," with principal offices at 1 DiPronio Dr., Waterloo, New York, and _____, with principal business offices located at _____ referred to as "Vendor."

ARTICLE 1. SCOPE OF WORK

Vendor agrees to perform the Services and/or provide goods identified in Schedule A (the "Services/Goods"), which is attached hereto and is made a part of this Agreement. Notwithstanding anything to the contrary, if any of the terms and provisions of this Agreement conflict with or differ from any of the terms and provisions of Schedule "A," the terms and provisions of this Agreement shall control. Vendor agrees to perform the Services/Goods and/or supply goods in accordance with the terms and conditions of this Agreement, and with all proper licenses, certifications, permits and any other approval necessary to properly provide such Services/Goods. It is specifically agreed to by Vendor that the County will not compensate Vendor for any Services and/or Goods provided not within the scope of this Agreement as specifically identified in Schedule A without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the Chairman of the Legislature of the County after consultation with the County Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

ARTICLE 2. TERM OF AGREEMENT

Vendor agrees to perform the Services and/or supply Goods beginning _____, and ending _____. Upon agreement between both parties the Contract may be extended. Unless otherwise stated, all prices and discounts are to be quoted firm against increase on an F.O.B. destination, and freight pre-paid basis.

ARTICLE 3. COMPENSATION

For performance of the Services and/or receipt of conforming Goods in accordance with the terms of this Agreement, or as such Services or Goods may be modified by mutual written agreement, the County agrees to compensate Vendor in an amount not to exceed \$_____ pursuant to Schedule A attached hereto and made a part hereof. Vendor shall submit to the County a monthly-itemized invoice for Services rendered during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documents as the County may reasonably require.

The County will audit and pay the proper amounts due Vendor within thirty (30) days after receipt by the County of a County Claimant's Certification form or invoice, and, if either is objectionable, will notify Vendor in writing of the County's reasons for objecting to all or any portion of the invoice submitted by Vendor. A fee schedule has been established for the scope of Services and/or supply of Goods rendered by Vendor. Costs in excess of such not-to-exceed cost if any, may not be incurred without prior written authorization by the County, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by Vendor that the County will not be responsible for any additional costs or costs in excess of the above-noted not-to exceed cost if the County's authorization is not given in writing prior to the performance of the Services or the provision of additional Goods giving rise to such excess or additional costs.

ARTICLE 4. EXECUTORY CLAUSE

The County shall have no liability under this Agreement to Vendor or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Vendor represents and warrants that no person or selling agent has been employed or retained by Vendor to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Vendor further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Vendor makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole

remedy afforded the County for such falsity or breach, not shall it constitute a waiver of the County right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

Vendor represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Services herein provided. Vendor further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Vendor and each person signing on behalf of the Vendor represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices in this Agreement have been arrived at independently by Vendor without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;
- B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Vendor have not been knowingly disclosed by Vendor prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and
- C. No attempt has been made or will be made by Vendor to induce any other person, partnership, corporation, or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that Vendor (I) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quote, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the Services and/or supplying Goods and incurring expenses under this agreement Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Services and/or supplying the goods and shall have complete charge and responsibility for Vendor's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Vendor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Country including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Vendor shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Services to be performed by it under this Agreement, without the prior express written consent of the County. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any Services provided thereunder will not be compensated. Any subcontract or assignment properly

consented to by the County shall be subject to all of the terms and conditions of this Agreement.

Failure of Vendor to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Vendor, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Vendor's employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by Vendor for the benefit of its creditors made pursuant to the Laws of the State of New York.

ARTICLE 10. BOOKS AND RECORDS

Vendor agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

Vendor agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. County, or any State and/or Federal auditors, and any other persons duly authorized by the County, shall have full access and the right to examine any of said materials during normal business hours and after providing reasonable prior written notice to the Vendor.

ARTICLE 12. AUDIT BY THE COUNTY AND OTHERS

All Claimant's Certification forms or invoices presented for payment to be made hereunder, and the books, records, and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the County. Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be reasonably required by the County so that it may evaluate the charges for consistency with this Agreement, and Vendor shall make its records available to the County upon request. County, or any applicable State and/or Federal auditors authorized by law, shall have reasonable access and the right to examine materials relevant to this Agreement, to the extent required to comply with applicable legal requirements related to auditing of vendor contracts.

ARTICLE 13. INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this Agreement, the Vendor covenants and certifies that it will comply, in all respects, with all applicable federal, state and local laws rules and regulations including, but not limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B. Further, if a grant is involved with funding of this Agreement, Vendor shall comply with all grant requirements.

Pursuant to New York Finance Law § 139-L, the Contractor/Vendor, by signing this Agreement, further certifies that it: (I) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement contract SHALL BE VOID and of no effect unless the Vendor shall secure Workers' Compensation for the benefit of, and keep insured during the life of the contract, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law. For all of the Services set forth herein and as hereinafter amended, Vendor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Services to be performed. Except for Workers' Compensation, the County shall be an additional insured with waiver of subrogation on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, Vendor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by Vendor shall not in any way limit Vendor's liability under this Agreement.

INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the Vendor hereby agrees to effectuate the listing of Seneca County as an unrestricted, additional insured on its insurance policy(ies), with the exception of workers' compensation. If the Vendor is self-insured, evidence of its status as a self-insured entity shall be provided to the County. If requested, the Vendor must describe its financial condition and the self-insured funding mechanism(s).

II. The policy listing Seneca County as an additional insured shall, without exception:

- a. Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
- b. Contain a 30-day notice of cancellation.
- c. State that the insurer's coverage shall be primary coverage for Seneca County, its officers, and employees.
- d. Seneca County shall be listed as an additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. The contractor agrees to indemnify Seneca County for any applicable deductibles.

IV. Required Insurance MINIMUMS:

a. Commercial General Liability Insurance
\$1,000,000 per occurrence/ \$2,000,000 aggregate. General Aggregate to apply on a per project basis.

b. Automobile Liability
\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.

c. Excess/Umbrella Insurance
\$1,000,000 each Occurrence and Aggregate

d. Workers' Compensation and N.Y.S. Disability
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

e. Professional Liability/Malpractice
\$1,000,000 aggregate (If commercially available for your profession) \$1,000,000 per claim

V. Vendor acknowledges that failure to obtain such insurance on behalf of Seneca County constitutes a material breach of this bid/contract. The Vendor is to provide Seneca County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. Proof of Worker's Compensation and Disability must be in a form accepted under New York State Law. The failure of Seneca County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by Seneca County.

Vendor shall attach to this Agreement certificates of insurance evidencing Vendor's compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Vendor.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede Vendor's start of the performance of the Services

- (including subsequent policies purchased as renewals or replacements);
- B. Vendor will maintain similar insurance for at least six (6) years following final acceptance of the Services;
 - C. If the insurance is terminated for any reason, Vendor agrees to purchase an unlimited extended reporting provision to report claims arising from the Services performed for the County; and
 - D. Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Services performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

Vendor agrees that to the full extent of the law, that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, Vendor agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement). Whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Services performed and/or goods supplied pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Vendor, its employees, representatives, subcontractors, assignees, or agents. The duty to defend hereunder shall be triggered immediately upon the County's receipt of a notice of claim, demand or other action.

In the event that any third-party claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of any employee, representative, subcontractor, assignee or agent of Vendor, or arising out of Vendor's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF COUNTY PROPERTY

Vendor assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Vendor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Vendor as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Vendor agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. TERMINATION

The County may, by written notice to Vendor effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Vendor to comply with any of the terms or conditions of this agreement, or (3) upon the Vendor becoming insolvent or bankrupt.

Upon termination of this Agreement, the Vendor shall comply with any and all County closeout procedures, including, but not limited to:

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Vendor pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Vendor through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Goods or Services similar to those so terminated, and the Vendor shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any Services procured by the County to complete the Goods or Services herein will be charged to Vendor and/or set off against any sums due Vendor.

Notwithstanding any other provisions of this Agreement, Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of Vendor's breach of the Agreement or failure to perform in accordance with applicable standards, and the County may withhold payments to Vendor for the purposes of set-off until such time as the exact amount of damages due to the County from Vendor is determined. The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 17. GENERAL RELEASE

The acceptance by Vendor or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the COUNTY from any and all claims of Vendor arising out of the performance of this Agreement.

ARTICLE 18. SET-OFF RIGHTS

Seneca County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Vendor (i) under this Agreement, or (ii) from the County by operation of law.

ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the Chairman of the County Board of Supervisors, but must instead only be heard in the Supreme Court of the State of New York, with venue in Seneca County or if appropriate, in the Federal District Court with venue in the Western District of New York.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Vendor shall render all Services under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Services are rendered.

ARTICLE 21. ACCEPTANCE OF SUBSTITUTED SERVICE

The Vendor hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 22. TAXES

Seneca County is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any contract or bid price. A Tax-Exempt Certificate will be executed upon Vendor's request.

ARTICLE 23. CURRENT OR FORMER COUNTY EMPLOYEES

Vendor represents and warrants that it shall not retain the Services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Vendor has or may have with the COUNTY without the express written permission of Seneca County. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Vendor shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, not shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 24. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS.

- A. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Vendor certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Vendor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Vendor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- B. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
 - a. The Vendor certifies that it is its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - ii. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - iv. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and 2. Where the Vendor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

C. Drug-Free Workplace (Vendors other than individuals).

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610. The Vendor will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Vendor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - i. Abide by the terms of the statement;
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

D. Drug-Free Workplace (Vendors who are individuals).

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Vendors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- a. As a condition of the contract, the Vendor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Vendor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 25. NON-DISCRIMINATION REQUIREMENTS

To the extent required by Article 15 of the Executive Law (also known as the NYS Human Rights Law) and all other State

and Federal statutory and constitutional non-discrimination provisions, the Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Vendor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Vendor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Vendor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 26. WAGE AND HOUR PROVISIONS

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 the Vendor'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 supplemental schedules issued by the State Labor Department. Furthermore, the Vendor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Vendor 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 the County of any County approved sums due and owing for work done upon the project.

ARTICLE 27. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Vendor, any person signing on behalf of any Bidder/ Vendor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Vendor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Vendor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Vendor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that the Bidder/Vendor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Vendor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Vendor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility to review with respect to any Bidder/Vendor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

ARTICLE 28. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITYBREACH & NOTIFICATION

ACT

The Vendor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

ARTICLE 29. GRATUITIES AND KICKBACKS PROHIBITED

- A. Gratuities. It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
- B. Kickbacks. It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 30. TITLE VI – REQUIRED LANGUAGE

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

- A. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (Title of Modal Operating Administration) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (Title of Modal Operating Administration), as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (Title of Modal Operating Administration) may determine to be appropriate, including, but not limited to: a. withholding payments to the contractor under the contract until the contractor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.

- F. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (Title of modal Operating Administration) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- I. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 31. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 32. MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Services or specifications of Goods covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Services or the delivery of any Goods, the Chairman of the Legislature of the County, after consultation with the Department Head, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional Services and the amount of compensation and the extension of the time for performance, if any, for any such Services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with all force and effect to the terms and conditions contained in such Addendum or Change Order.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

SENECA COUNTY

VENDOR _____

Chairman of the Board of Supervisors
Date: _____

By: _____
Date: _____

Approved by Seneca County Attorney as to form:

Authorized by the Seneca County Board of Supervisors on the ____ day of _____, pursuant to Resolution No. _____.