COUNTY OF CHEMUNG

REQUEST FOR PROPOSALS

RFP-2929

SOLICITATION OF COUNTY OF CHEMUNG

YOUTH EMPLOYMENT PROGRAM (YEP) SERVICES

2026

Submitted by County of Chemung Purchasing Department, 150 Lake Street, Elmira, NY 14901

10/29/2026

County of Chemung-City of Elmira Purchasing Department
150 Lake Street, P.O. Box 588
Elmira, NY 14901
PH: 607-737-3577 FX: 607-873-1352

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

RFP-2929 – SOLICITATION OF COUNTY OF CHEMUNG
YOUTH EMPLOYMENT PROGRAM (YEP) SERVICES

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

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

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

Proposals must be made on and in accordance with the proposal documents and specifications for said contract. Proposal documents may be obtained on or after **October 29, 2026,** online at www.empirestatebidsystem.com. Vendors must first register for either the free service or the paid service at that site. The paid service is not required to obtain County or City bids or to submit your proposal electronically. After registration, click on *Chemung County/City of Elmira* from the list of participating agencies; click on the *title of the bid* or search the NIGP codes. Copies from any other source are not considered official copies. Only those proposers who obtain bidding documents from the Empire State Purchasing Group are guaranteed to receive addendum information, if such information is issued. Please note that if you choose a free subscription, you must visit the website up until the response deadline for any addenda.
If you have obtained this document from a source other than the Empire State Purchasing Group, it is recommended that you obtain an official copy by registering with this service.

By:
Tricia A. Wise, NIIGP-CPP, CPPO, CPPB
Purchasing Director
County of Chemung-City of Elmira

Advertised: Star Gazette, Morning Star and NYSCR October 29, 2026

SECTION 1 - CONDITIONS OF WORK

1.01 Receipt and Opening of Bids: The County of Chemung, New York (herein called the Owner) invites bids on the form attached hereto. Each Bidder shall submit their bid Electronically via the online bidding system, or deliver in hard copy.

1. Electronically via the online bidding system shall follow the following procedures.

ELECTRONIC PROPOSAL SUBMISSION PROCEDURES

- Required proposal documents must be uploaded and received on the date and time specified in the official notice online via the Empire State Purchasing Group at www.bidnetdirect.com/new-york. You will receive a time and date validation once your proposal has been uploaded and processed. Electronic proposal submissions received after the specified deadline will not be considered.

- Complete and upload all required forms as one single pdf document with your proposal submission.
  The Proposal Submission Form
  Regret Letter (If No Bid)
  Vendor Certification Form
  Non-Collusion Form
  Waiver of Immunity
  Iranian Energy Divestment Certification
  Certification on Sexual Harassment
  Documentation Required by Specifications
  All forms must be signed and witnessed according to the bid document instructions.

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

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

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

2. Deliver in hard copy in a **sealed envelope** which shall bear thereon the following inscription:

RFP-2929 – SOLICITATION OF COUNTY OF CHEMUNG
YOUTH EMPLOYMENT PROGRAM (YEP) SERVICES

HARD COPY RESPONSE:

Mail or deliver the bid document in person to the address specified in the Notice to Bidders. The outside of the bid envelope must bear the name and address of the company submitting the bid. The Bidder shall submit the following **in the sealed bid envelope (one original and one exact copy)**:

The Proposal Submission Form
Vendor Certification Form
Regret Letter (If No Bid)
Vendor Non-Collusion Form
Waiver of Immunity
Iranian Energy Divestment Certification
Certification on Sexual Harassment
Documentation Required by Specifications
All forms must be signed and witnessed according to the bid document instructions.

The original bid document shall be **clearly marked "ORIGINAL**". If any discrepancy exists between the original document and the copy, the original document **shall be binding.**

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

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

1.02 Specifications or Scope of Work: See Section 1.02

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

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

1.05 Contractor's Insurance: The Proposer, at their own expense, shall procure and maintain, until final acceptance by the Owner of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State covering all operations under the Contract whether performed by the Contractor or by sub-Contractors. Before commencing the work, the Contractor and each sub-Contractor shall furnish to the Owner one duplicate original policy together with two certificates of insurance for each of the kinds

of insurance required satisfactory in form to the Owner showing that the Contractor and each sub-Contractor has complied with this Section. The policies and certificates shall provide that the policies shall not be changed or cancelled until 15 days after written notice to the Owner.

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

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

The kinds and amounts of insurance are as follows:

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

CONTRACTOR is further required to furnish copies of proof of said coverages in Certificates of Insurance naming the COUNTY as an additional insured with respect to the general liability policy. These Certificates of Insurance must include the term of this Agreement or CONTRACTOR shall, on or before thirty (30) days of the expiration date of the above insurance, provide the COUNTY with a Certificate of Insurance with the same coverage for the balance of the term of this Agreement.

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

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

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

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

COMBINED SINGLE LIMIT OF $ 1,000,000.00

C. STATE PROVISIONS - WORKERS' COMPENSATION: Pursuant to Section 108 of the General Municipal Law, it is stipulated that the Contractor shall at all times during the life of this Contract provide adequate Workers' Compensation at his own cost and expense, and this Contract shall be void and of no

effect unless the said Contractor shall secure compensation for the benefit of, and keep insured during the life of said Contract, such employees in compliance with the provisions of Chapter 41 of the Laws of 1914, as amended.

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

1.07, 1.08, 1.09, 1.10 Not Applicable

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.24 Iranian Energy Sector Divestment:

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

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

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

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

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

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

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

1.25 NEW YORK STATE SEXUAL HARASSMENT LAWS

By submission of this Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the Proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the

NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: https://www.ny.gov/programs/combating-sexual-harassment-workplace.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

COUNTY OF CHEMUNG STANDARD INSURANCE REQUIREMENTS

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

ITEMS:

A. County of Chemung, 203 Lake Street, PO Box 588, Elmira, N.Y., 14902-0588 shall be named as an additional insured (for the purposes of coverage but not the payment of premium).

B. ACKNOWLEDGEMENT: The insurance companies providing coverage acknowledge that the named insured is entering into a contract with County of Chemung in which the named insured agrees to defend, hold harmless, and indemnify the County, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced will cover the liability assumed under the County-Contractor agreement.

C. Prior to non-renewal, cancellation or a change of coverage on this policy, at least thirty (30) days advance written notice shall be given to County of Chemung Attorney at County of Chemung Offices, 167 Lake Street, PO Box 588, Elmira, NY 14902-0588.

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

MINIMUM COVERAGES AND LIMITS ARE

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
Insurance Company information	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
VENDOR NAME **VENDOR ADDRESS**	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

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

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

SAMPLE

CERTIFICATE HOLDER

County of Chemung
PO Box 588
Elmira, NY 14902-0588

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD

SECTION 1.02 RFP -2929 SOLICITATION OF COUNTY OF CHEMUNG YOUTH EMPLOYMENT PROGRAM (YEP) SERVICES

A. BACKGROUND AND INTENT

1. County of Chemung Department of Social Services (DSS) seeks proposals from qualified community agencies ("the Contractor") to work collaboratively with the Chemung County Department of Social Services (lead agency), Chemung County Probation Department, Chemung County District Attorney's Office, and local Law Enforcement (such as the Elmira Police Department (lead agency) and Chemung County Sheriff's Office) to identify and engage TANF-eligible youth who are at risk of criminal justice involvement, including referrals from SNUG violence-prevention programs as well as youth experiencing homelessness, foster care involvement, disabilities, or other vulnerabilities. The contracted provider must also align program operations with local violence-reduction strategies and promptly report any concerns affecting youth safety or program compliance.

NYS Office of Temporary and Disability Assistance guidance for the Youth Employment Program (YEP) was issued on September 1, 2026, through Local Commissioner's Memorandum 26-LCM-16. The Youth Employment Program operates annually from September 1 through June 30, contingent upon NYS Office of Temporary and Disability Assistance funding and county participation in the New York State Gun Involved Violence Elimination (GIVE) initiative. YEP is a TANF-funded employment program for eligible youth ages 14 to 20, designed to reduce community gun violence and support long-term economic stability among at-risk youth.

2. It is the intent of the County to select a qualified contractor(s) to provide timely, cost-effective Youth Employment Program (YEP) Services.

B. TERM OF CONTRACT

1. A contract resulting from this RFP will be for the initial term of the date of enactment to June 30, 2027. The date of enactment will be within ten (10) business days of award by the Chemung County Legislature.

2. The contract may be extended for up to two (2) additional one-year terms. If applicable, the contract extensions will be on a July 1 to June 30 term for continuity of services. Any contract extensions shall be upon mutual agreement between the County and the successful contractor and are subject to the approval of the Chemung County Legislature.

C. CONTRACTOR MINIMUM QUALIFICATIONS:

The Contractor Proposal shall include:

1. A brief history and description of the Contractor.

2. Identify Contractors professional staff members who would be directly involved in the County engagement, the experience each possesses, and the location of the office from which each will work.

3. Provide a job description for program related staff.

4. Identify the period of time the Contractor has been providing services and programs in the community, and the date the Contractor was established as a 501(c)(3).

5. Provide reference or letter of testimony from other agencies for which you have provided this service or similar services, with contract information.

6. Provide any additional information that would distinguish this Contractor in its service to County of Chemung

D. EQUIPMENT, & TRANSPORATION

1. Equipment

The Contractor shall maintain adequate equipment necessary to perform all duties outlined in this RFP. Such equipment must include sufficient technology, equipment, and secure systems to support program operations, documentation, and communication requirements.

2. Transportation Requirements

The Contractor's shall possess a valid driver's license and have access to a reliable vehicle, whether personally owned or provided by the Contractor, for the purpose of conducting fieldwork, youth participant visits, and other duties required under this RFP. The Contractor is responsible for ensuring that all vehicles used for program activities meet applicable safety and insurance standards.

3. Insurance

Vendor must carry liability insurance, workers' compensation, and any other insurance required by Chemung County.

E. IMPLEMENTATION TIMELINE

Describe Contractors anticipated timeline associated with the implementation of Youth Employment Program services.

F. BUDGET/COST PROPOSAL

Contractor must submit an itemized budget for the Youth Employment Program not to exceed each year's allocation thresholds. For 2026-2027, the allocation is $481,979. The LDSS retains the right to apply for a portion of the 15% administration cost spending limit.

Price evaluations will focus on adherence, clarity, and administrative efficiency, rather than solely on cost. Any proposal exceeding the $481,979 annual allocation threshold or failing to properly segregate administrative costs from program costs will be deemed non-responsive

Youth Employment Program funding rules are governed by NYS Office of Temporary and Disability Assistance. As such, consistent with TANF guidelines, NYS Office of Temporary and Disability Assistance set a 15% spending limitation on administrative costs. It is expected that because the staff hired through this RFP are providing direct services, their salaries and most of the costs associated with the program will be considered non-administrative. However, NYS Office of Temporary and Disability

Assistance acknowledges that some program expenses may fall under the definition of administrative costs.

Non-administrative (program) costs are the direct salaries and fringe benefit costs of the staff providing direct services; providing program information to clients; developing employability plans, providing work activities for eligible program participants; providing post-employment services and work support; and performing case management services. Non-salary costs may include, but are not limited to, travel, training, postage, utilities, rental costs, maintenance, supplies, and equipment. Contracts whose main purpose is to provide services defined as program costs as above are considered program as well.

Administrative costs are the salaries, fringe benefits, and non-salary costs of staff performing activities related to eligibility determinations; preparing program plans, budgets, and schedules; monitoring programs and projects; performing procurement activities; providing public relations; performing accounting, legal, payroll and personnel activities, property management and preparing reports and other documents.

Submission Instructions: Proposers must complete and submit the Form for Submission of Price Proposal provided herein. The cost proposal must clearly itemize: (1) Personnel/Direct Services including FTEs, salaries, and fringe; (2) Program Operating Expenses (travel, training, supplies, tech, background checks); and (3) Administrative Costs, which are strictly capped at a maximum of 15%. Proposals exceeding the $481,979 annual allocation threshold or failing to properly segregate administrative costs will be deemed non-responsive.

G. SELECTION OF CONTRACTOR:

1. Any contract resulting from this solicitation will be awarded to the responsive and responsible Proposer(s) whose proposal, in the sole discretion of County of Chemung, best conforms to the solicitation and will most effectively meet the needs of the Department of Social Services (DSS).

2. Proposals will be evaluated by the Selection Committee based on the following criteria. Price evaluation will focus on adherence, clarity, and administrative efficiency, rather than solely on cost.

(a) Qualifications /Experience – 20%
(b) Service Approach & Delivery – 25%
(c) Coordination with DSS & Law Enforcement – 25%
(d) Equipment & Transportation – 10%
(e) Cost/Pricing Structure – 20%

3. Scoring Methodology

Each proposal will be scored on a scale of 0–100 points. Each evaluation category will be scored based on the following:

0–59: Does not meet requirements / high risk
60–74: Meets minimum requirements
75–89: Exceeds requirements
90–100: Exceptional / low risk

4. **Evaluation Process**

(a) Proposals will first be reviewed for completeness and responsiveness to the RFP requirements. Only proposals deemed responsive will be evaluated.
(b) An evaluation committee will review and score proposals based on the criteria listed above. Scores may be based on a consensus of the committee.
(c) The County reserves the right to request clarifications from Proposers, conduct interviews, and/or request additional information as needed.
(d) The County reserves the right to negotiate final terms and conditions with the selected Proposer prior to contract award.
(e) Award, if any, will be made to the Proposer determined to provide the best overall value to the County, based on evaluation criteria.

H. SCOPE OF SERVICES

The contractor shall provide, at minimum, the following services:

1. Program Activities and Services Components

The contractor must:

a) Deliver paid employment opportunities as the core program component, ensuring that a minimum of 80% of enrolled youth participate in traditional paid employment, with no more than 30% of hourly participation for these YEP participants in non-employment activities such as career exploration, mentoring outside the workplace, financial literacy, or education.
b) Program operators electing to offer education and/or career exploration components must limit these non-employment activities to no more than 20% of each program operator's total annual enrollments. Please note that education-only placements are optional and should be reserved for younger youth (i.e., 14- and 15-year-olds) or those who would otherwise be more difficult to place in traditional employment opportunities.
c) Financial Literacy Training is a required component for all YEP participants and must be provided at least annually. One Financial Literacy Training is sufficient for youth participating in both SYEP and YEP as long as one year has not passed. Copies of Financial Literacy Training materials must be submitted to OTDA annually.
d) All employers in New York State are required to adopt a sexual harassment prevention policy that meets the minimum standards developed by the Department of Labor (DOL) and the Division of Human Rights (DHR). Employers must also implement and provide a model training of their sexual harassment prevention policy to employees annually. Additionally, employers must provide employees with their policy in writing both at the time of hiring and during each annual training.
e) Comply with all New York State DOL Child Labor Laws and adhere to the provisions related to the type of employment and the maximum number of hours youth are permitted to work.

2. Compliance Requirements and Youth Eligibility Verification

The contractor will work closely with the Chemung County Department of Social Services (LDSS) to ensure eligibility determinations, documentation, and service coordination meet TANF requirements by

submission of the LDSS-4770 TANF Youth Services Application or an OTDA-approved equivalent. Eligibility includes youth ages 14–20 who are:

a) Current Family Assistance (FA) recipients, or
b) Former FA recipients who reached TANF's 60-month limit and transitioned to Safety Net Assistance (SNA); or
c) TANF-eligible households under the 200% federal poverty guidelines.

Programs must comply with all New York State Department of Labor child labor laws, implement a compliant sexual harassment prevention policy and annual training, and ensure appropriate supervision and documentation of all youth employment hours.

The Contractor shall comply with all federal, state, and local confidentiality and data-security standards applicable to TANF-funded programs and youth services. The Contractor is responsible for ensuring that all staff, subcontractors, volunteers, and partner organizations adhere to the requirements outlined below:

3. Confidentiality of Participant Information

a) The Contractor shall maintain strict confidentiality of all participant records, including eligibility documentation, case notes, payroll information, and referral sources.
b) Youth information may only be accessed or shared on a need-to-know basis with authorized individuals including LDSS, law enforcement partners, and SNUG personnel, when such sharing is necessary for program operations, safety planning, or eligibility determination.
c) The Contractor must comply with all Chemung County DSS confidentiality requirements, TANF privacy rules, and applicable state regulations governing youth records.

4. Data Storage and Security

a) All participant information must be stored in secure, access-controlled systems that protect against unauthorized access, modification, disclosure, or loss.
b) Electronic records must be encrypted where feasible and protected by password-restricted access.
c) Physical files must be kept in locked cabinets or secure offices accessible only to authorized program staff.

5. Communication Protocols

a) The Contractor must not transmit confidential participant information via unencrypted email, unsecured messaging applications, or personal devices.
b) When sharing information with LDSS or law enforcement, the Contractor must use secure methods approved by Chemung County.
c) Any suspected or confirmed breach of confidentiality must be reported to LDSS within 24 hours of discovery.

6. Mandatory Training

a) All Contractor staff must complete confidentiality and data-security training before having access to youth information.
b) Annual refresher training is required, and documentation must be made available to LDSS upon request.

7. Record Retention and Disposal

a) The Contractor shall retain all program records for the period required by OTDA, TANF guidelines, and Chemung County retention policies.
b) Upon contract termination, all physical and electronic records must be transferred to LDSS or securely destroyed according to county protocols.

8. Coordination With Law Enforcement and Chemung County Department Partners

a) When collaborating with the Elmira Police Department (EPD), SNUG, Chemung County department partners, only information relevant to youth safety, eligibility, or program compliance may be shared.
b) All communication involving law enforcement must follow confidentiality protections appropriate to minors and TANF-funded services.
c) The Contractor must follow LDSS direction regarding limits on disclosure and documentation standards.

9. Reporting, Performance, and Fiscal Expectations

The contractor must:

a.) Track and report program and service delivery consistent with OTDA guidelines:
   i) Enrollment Targets: The Contractor must enroll the number of TANF-eligible youth identified in coordination with LDSS and local law enforcement partners.
   ii) Attendance & Engagement: The Contractor must ensure youth maintain consistent attendance in their assigned employment or activity placements, with engagement documented in accordance with TANF guidelines.
   iii) Service Completion: The Contractor must ensure timely completion of all required program components, including mandatory financial literacy training for all youth.
   iv) Paid Employment Placement: At least 80% of enrolled youth must be placed in traditional paid employment positions that comply with New York State DOL Child Labor Laws.
   v) Work Participation Tracking: The Contractor must track and report hours worked, wages earned, and participate in allowable supportive activities (career exploration, mentoring, etc.).
   vi) Worksite Quality & Safety: The Contractor must document worksite visits, monitor employer compliance, and immediately report concerns related to youth safety, workplace conditions, or inappropriate placements.
   vii) YEP services must be delivered between September 1 and June 30, with expenditures submitted to the LDSS on a quarterly basis, with the final invoice submitted by July 31.

Providers are expected to maximize paid work placements and demonstrate measurable progress toward improving employment outcomes for at-risk youth.

I. RFP SCHEDULE

Event	Date
RFP Release	October 29, 2026
Deadline for Questions	November 23, 2026
Response to Question	November 25, 2026
Proposal Submission Deadline	December 3, 2026
Anticipated Award Date	February 2027
Contract Start Date	Date of Legislative Approval

J. CONTACT PERSON:

Questions concerning this proposal shall be directed to purchasing@chemungcountyny.gov

FORM FOR SUBMISSION OF PRICE PROPOSAL

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

FORM FOR SUBMISSION OF PRICE PROPOSAL: YEP SERVICES

TO THE COUNTY OF CHEMUNG: The undersigned proposes to furnish all YEP services as required under RFP-2929 for the annual allocation threshold of **$481,979**, strictly complying with OTDA guidelines.

1. Personnel / Direct Services

Position Title	FTE	Annual Salary / Rate	Fringe Benefits	Total Cost
Position Title #1	1.0	$	$	$
Position Title #2	1.0	$	$	$
Position Title (Supervisor) (Allocated)	---	$	$	$
Subtotal Personnel:				**$**

2. Operating & Administrative Expenses

Category	Description / Basis	Amount
Operating Expenses	Mileage/Travel, Training, Office Supplies, Tech, Communications, Background Checks	$
Administrative Costs *(Max 15% per OTDA/TANF)*	Executive Oversight, HR, Payroll, Accounting, Indirect Costs	$
Subtotal Other Expenses:		**$**

Form For Submission of Price Proposal Continued on next page

3. Summary Budget Proposal (Max: $481,979)

- **Program (Non-Administrative) Costs:** $_____
- **Administrative Costs (Max 15%):** $_____
- **TOTAL PROPOSAL PRICE: $_____**

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

Addendum Number_____ Date of Addendum _____

_____
Proposer or Authorized Representative

_____
Name of Company

_____
Address of Company

_____
Phone and Fax Numbers of Company E-Mail

Vendor Certification

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

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

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

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

Additional information concerning vendor responsibility, including electronic versions of forms, may be found at the Office of the State Comptroller's (OSC) website:
http://www.osc.state.ny.us/vendrep

Vendor Responsibility Form

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

ANSWER ALL QUESTIONS

A. an indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under governmental law? YES _____ NO _____

B. a government suspension or debarment, rejection of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement? YES _____ NO _____

C. any governmental determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful?" YES _____ NO _____

D. a consent order with NYS Department of Environmental Conservation, or a governmental enforcement determination involving a construction-related violation of federal, state, or local environmental laws? YES _____ NO _____

E. a finding of non-responsibility by a governmental agency or Authority for any reason, including but not limited to the intentional provision of false or incomplete information as required by Executive Order 127? YES _____ NO _____

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

ENTITY MAKING FINDING: _____

YEAR OF FINDING: _____

BASIS OF FINDING: _____

_____

_____

(Attach Additional Sheets if Necessary)
Overview on Executive Order #127 May be Accessed:
http://www.ogs.state.ny.us/aboutOgs/regulations/procurement/overview.html

REGRET LETTER

REQUEST NUMBER:	

TO WHOM THIS MAY CONCERN:

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

Thank you for your cooperation.

Very truly yours,

Tricia A. Wise
PURCHASING DIRECTOR

REASON FOR NOT BIDDING

	RECEIVED BID PACKAGE TOO
	LATE NOT ENOUGH TIME TO
	DEVELOP BID NOT SUFFICIENT
	DETAILS
	JOB TOO LARGE
	JOB TOO SMALL
	NOT INTERESTED IN THIS TYPE OF MATERIAL/SERVICE
	WORKING AT FULL CAPACITY AT THIS TIME
	CANNOT MEET TIME SCHEDULE FOR COMPLETION OF
	JOB SPECIFICATIONS TOO RESTRICTIVE
	OTHER:

_____

Contractor/Vendor

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

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

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

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

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

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

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

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

_____

Signature of Proposer

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

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

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

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

_____
Authorized Signature for Proposer

_____
Title

_____
Date

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

IRANIAN ENERGY DIVESTMENT CERTIFICATION

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

A. By submission of this bid/proposal, each Bidder/Proposer and each person signing on behalf of any Bidder/Proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Bidder/Proposer cannot make the foregoing certification set forth in Paragraph A above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

_____
Signature

_____
Title

_____ _____
Date Company Name

BIDDER'S STATEMENT ON SEXUAL HARASSMENT

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

In accordance with State Finance Law §139-l, which generally prohibits the County of Chemung from entering into contracts pursuant to the bid process with persons who fail to submit a certification affirming compliance with New York Labor Law §201-g, the Bidder submits the following certification under the penalty of perjury:

> By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Dated: _____, New York
_____, 20_____

_____
Name of Bidder

_____
Signature of Authorized Official

_____
Printed or Typed Name of Official and Title

Sworn to before me this
_____ day of_____, 20_____

COUNTY OF CHEMUNG, NEW YORK NOTICE OF AWARD

Issued to: **Company Name** _____

Company Address _____

Company City/State/Zip _____

Proposal Number and Title _____

Proposal Due Date _____

County of Chemung Legislature Resolution Number _____ Date _____

****

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

County of Chemung Department of _____

Street Address_____

Post Office Box_____ **City** _____ **State** _____ **Zip Code**_____

Telephone_____ **Fax** _____

By:

_____

Department Head Signature **Typed Name/Title**

DATED the _____ **day of** _____, **20**___.

****

ACCEPTANCE OF NOTICE OF AWARD

NOTICE OF AWARD is hereby acknowledged and accepted.

By: _____

Authorized Signature **Typed Name/Title**

For:_____

Organization

DATED the _____**day of**_____, **20**___ .

AGREEMENT

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

_____

_____

Hereinafter designated the **CONTRACTOR**.

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

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

_____

_____

_____

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

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

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

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

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

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

_____

_____

_____

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

By: (Contractor)

(Seal)

_____
Signature

_____
Company Name

_____

_____
Company Address

By: (Owner - County)

(Seal)

_____
Christopher J. Moss,
County of Chemung County Executive

SITE ENTRY AGREEMENT AND INDEMNITY

Date:_____

Owned and/or Operated by the following:

CONTRACTOR:_____ Print Name

_____ Address

_____

( ) _____ Phone

_____ Person to Contact

_____E-mail address

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

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

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

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

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

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

INDEMNITY: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless OWNER and its agents, employees and representatives from an against all liabilities, claims, damages, losses and expenses (including, but not limited to, attorney' fees, whether incurred as a result of a third party claim or to enforce this provision) arising out of or resulting directly or indirectly from the performance of the work or the enforcement of the contract documents, irrespective to whether there is a breach of a statutory obligation or rule of apportioned liability; provided, however, that Contractor's indemnification obligation shall not apply to the extent it is caused by the negligence of a person indemnified and indemnification of such person is precluded specifically by applicable law. Contractor's

indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any part or person described in this paragraph.

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

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

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

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

CONTRACTOR:

_____
(Name of Company)

_____
(Print Name & Title)

_____
(Signature)

APPROVAL OF OWNER:

_____
Christopher J. Moss,
County of Chemung County Executive