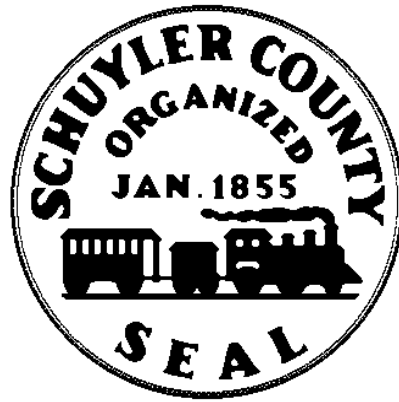


SCHUYLER COUNTY



Request for Proposal

Auctioneer for County Real Property Tax Foreclosure

May 15, 2017 – December 31, 2017

SUBMIT PROPOSAL BEFORE THE DUE DATE AND TIME TO THE ADDRESS BELOW

Due Date: May 1, 2017 at 10:00 a.m.

Schuyler Treasurer's Office
105 Ninth Street, Unit 17
Watkins Glen, NY 14891

Legal Notice
REQUESTS FOR PROPOSALS
Auctioneer Services for Real Property Tax Foreclosure
Pursuant to Article 11 – Real Property Tax Law

The Schuyler County Treasurer is requesting proposals for Auctioneer services to administrate and conduct the Real Property Tax Law Article 11 tax foreclosure auction.

Proposals must be submitted with an original signature in a sealed envelope marked clearly on the outside with the following:

- a. Your Company Name,
- b. RFP 2017 – Auctioneer Services for County Foreclosure
- c. Date and Time of Proposal Opening: **May 1, 2017 at 10:00 a.m.**

Facsimile or rubber stamp signatures will not be accepted. Proposals must be in the possession of the Schuyler County Treasurer no later than **10:00 a.m. May 1, 2017**. All proposals must be accompanied by a duly executed non-collusion statement in order to be considered. The complete legal name of the firm or corporation shall be used when executing RFP documents. DO NOT abbreviate. If a corporation, use the name as it appears on the corporate seal.

Proposals should be mailed or hand delivered to:

Schuyler County Treasurer
105 Ninth Street, Unit 17
Watkins Glen, NY 14891-1435

Any proposal may be withdrawn prior to the scheduled time of the opening of proposals or authorized postponement thereof. Proposals received after the specified date and time will not be considered and will be returned unopened. Facsimile (FAX) and electronic copies will not be accepted.

Any proposal received by the Treasurer's Office **after 10:00 a.m. on the due date will not be considered**. Proposals must be submitted in duplicate (one original and one exact copy). Included in the proposal shall be:

Required submissions:

Price Proposal Form

Non-Collusive Form

Waiver of Immunity

Iranian Energy Divestment Certification

W-9

The award of the proposal will be made within 30 days after the proposal opening. (Per Attachment 5: Notice of Award)

Proposal specifications may be obtained at the Schuyler County Treasurer's Office, 105 Ninth Street, Unit 17, Watkins Glen, NY, 14891, on-line at <http://www.schuylercounty.us/Treasurer> or emailing treasurer@co.schuyler.ny.us or calling 607-535-8185

Schuyler County reserves the right to forego any formalities and reject any or all proposals.

Schuyler County is an equal opportunity employer.

SPECIFICATIONS, TERMS AND CONDITIONS

INTRODUCTION:

Notice is hereby given, that sealed proposals are sought and requested by the County of Schuyler for Auctioneer Services to conduct a live auction on Article 11 tax foreclosure properties.

ELIGIBLE APPLICANTS:

Respondents to the RFP must be experienced professionals with a history of conducting similar projects with the capacity to work within specified parameters.

The County may investigate, as deemed necessary, to determine the qualifications and ability of a vendor, and the vendor shall promptly furnish the County all such information and data as the County may request for this purpose. The County may require proposer to illustrate their ability of services based on a phone or in person demonstration.

BACKGROUND:

The Schuyler County Treasurer as enforcing officer under Article 11 of the Real Property Tax Law is exercising the right to sale of property acquired through tax enforcement. Properties acquired through foreclosure proceedings will be sold to the highest bidder at public auction.

Scope of Services

1. Auctioneer is responsible for preparation and expense of any and all advertising material for auction based on information provided by Treasurer's Office in regard to property acquired for delinquent taxes. Please detail the proposed marketing plan in your proposal. All advertising/marketing must be proofed and approved by the County Treasurer before publication. Advertising shall be clear, concise and accurate and shall include but is not limited to advertising in at least two local newspapers and a professional posting to add to the Schuyler County website to ensure the public is duly informed of the impending public auction. Any/all advertising shall comport with the requirements of the Real Property Tax Law of the State of New York, as determined by the County.
2. Schuyler County will provide cooperative services between the County Treasurer, Director of Real Property Tax Services, respective staffs of each department, and the approved Auctioneer Firm. The catalog of parcels for sale will be completed by the County Treasurer in conjunction with the auctioneer. The catalog will be posted on the County's website and will also be available at the Schuyler County Office Building and other venues as approved by each party. All deeds and closing documents will be prepared by Schuyler County. The County also reserves the right to add, delete, or withdraw parcels from the delinquent tax inventory up to the actual sale.
3. Auctioneer will hold two public informational forums. These forums will be held in the evening on the two consecutive weeks prior to the auction. Such informational meeting will provide information on bidding procedures, basic real property law, rights of former owner or interested parties, easements, etc., and shall provide information regarding each of the parcels up for auction.
4. Proposers are encouraged to provide additional services that would enhance and maximize the sale price of the properties.
5. The auction is anticipated to be held in the month of June, 2017, or such other date as selected by the County, and will be held on a Saturday at the Schuyler County Court House, 105 Ninth St, Watkins Glen, New York.

6. Auctioneer will provide up to date bidder information packets at public forums as well as at the public auction. Such packets will include photos and other identifying information for each parcel on the auction block. (Information/photos provided by Treasurer's Office)
7. Selected Auctioneer will be required to provide the expertise, knowledge and labor to conduct the sale of foreclosure auction in a live setting.
8. Selected Auctioneer will provide auction sheets categorizing parcels, sign in registers, and any and all products necessary to conduct the sale in a professional manner.
9. Auctioneer must be able to provide proof of qualifications and a brief history of prior experience, including three client references including name, address and telephone number.
10. Auctioneer will advertise, offer and sell all properties under the terms and conditions of the County's "Sale Bid Form," a sample of which is annexed hereto and incorporated by reference (**Attachment 2**).
11. No commission or other charges/fees will be paid by the County on any property withdrawn from the tax sale. The County will provide prompt notice of any such property removed from the public sale.

Last Date for Questions: Final date for written questions April 28, 2017. All questions about the meaning or intent of the specifications must be submitted in writing or email treasurer@co.schuyler.ny.us. Proposers shall provide their email address for response. Any questions the County feels are pertinent to all proposers will be distributed as an addendum to the RFP to all parties recorded as having received the proposal documents and become part of the ensuing contract. Only questions answered by formal written Addenda will be binding. Verbal inquiries will not be responded to. Please place "Auctioneer Services for Foreclosure" in the subject line when sending questions by email.

Withdrawal of Proposal: A proposal may be withdrawn/resubmitted at any time prior to the submittal deadline. No proposal may be withdrawn after the submittal deadline without the consent of Treasurer. Proposals may not be amended.

Amendment of Proposal: A proposal may not be amended. However, a proposal may be withdrawn and resubmitted pursuant to (Withdrawal of Proposal) section above.

Cost of Proposal Preparation: Any and all costs incurred by a proposer in preparing or submitting proposal are the proposer's sole responsibility. Schuyler County will not reimburse any proposers for the costs incurred preparing proposal, preparing or submitting additional information requested by the County, or for the participation in a selection interview.

Award Decisions: The award shall be made to the proposer at the County's sole discretion. The County will select a vendor that is determined will provide the best services and meet the needs, goals and objectives of the County. Proposal fees will be considered in the selection of an auctioneer; it will not be the only determining factor.

Proposal Subject to Disclosure: Schuyler County shall treat all information, documentation and other materials set forth in each and every proposal as confidential until such time as the Legislature accepts a particular proposal for the performance of the services described herein. Once the proposal has been selected, the Legislature may, at its discretion, treat all information, documentation and other material set forth in each and every proposal as non-confidential, non-proprietary and subject to public disclosure. Accordingly, any respondent contemplating the preparation of a proposal must be cognizant, during the course of said preparation, of the potential public disclosure thereof after the proposal selection process has concluded. A respondent must not present any information, documentation or other material in a proposal that the respondent considers proprietary or confidential. Release of information is subject to the Freedom of Information Law (FOIL).

Contract Term: The contract shall be 5/15/2017 – 12/31/2017. The successful proposer shall be expected to begin service upon execution of said contract.

The contract may then be renewed for two (2) additional one (1) year periods (January 1-December 31) upon the same terms and conditions, at the County's sole election and subject to the approval of the Schuyler County Legislature.

Proposal pricing shall remain in effect for the duration of the contract and any renewal period.

Right to Submitted Materials:

All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, display, schedules, exhibits and other documentation submitted by the proposers, will become the property of the County when received.

Addenda:

Schuyler County may, at any time, by written notification to all vendors, change any portion of the RFP described and detailed herein. These changes will be communicated to the vendors in the form of Addenda. Addenda will be mailed to all who are known by the County to have received a complete set of specification documents. Copies of addenda will be made available for inspection at the Treasurer's Office. No addenda will be issued later than forty-eight hours prior to the date and time for the proposal opening, except an addenda withdrawing the RFP, or addenda for postponement of the RFP due date/time.

Proposers shall ascertain, prior to submitting their offer, that they have received all addenda issued and acknowledged receipt of addenda by the return of the signed addenda form.

Exceptions:

Any exceptions to terms, conditions, or other requirements in any part of the RFP must be clearly pointed out in a distinct section of the appropriate cost proposal or technical proposal. Otherwise the County will consider that all items proposed are in strict compliance with the RFP, and the successful proposer will be responsible for compliance.

General Conditions

1. **SCHUYLER COUNTY APPENDIX A:** Schuyler County Appendix A (“Standard Clauses for All Schuyler County Contracts”) is annexed hereto, incorporated by reference as if set forth more fully herein and shall govern all terms and conditions of each proposal and any Resulting Contract.
2. **SCHUYLER COUNTY APPENDIX B:** Schuyler County Appendix B (“Minimum Insurance Standards for Schuyler County Contracts”) is annexed hereto, incorporated by reference as if set forth more fully herein and shall govern all terms and conditions of each proposal and any Resulting Contract. Contractor will, upon acceptance of a proposal, submit to the County a Certificate of Insurance that complies with the aforesaid Appendix B, “Category II.” Insurance shall be maintained in full force and effect during the term of this agreement.
3. Each proposal must include: **Form for Submission of Price Proposal, Attachment 3 - Non-Collusion Affidavit.**
4. Each proposal must include the **Attachment 4 - Iranian Energy Sector Divestment, properly executed.**
5. If written notice of the acceptance of this Proposal is delivered to the successful proposer, the successful proposer will, within ten (10) business days after the date of such delivery, execute and deliver a Contract in a form acceptable to the County/its County Attorney, incorporating the terms and conditions of this Request for Proposals, together with all necessary Attachments, Exhibits and /or Appendices.
6. Default: Provided always, these entire agreements are upon this condition, that if Proposer 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 Proposer in writing of Proposer’s default hereunder and the Proposer has failed to correct such default within said seven (7) days, or if Proposer 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 Proposer and those claiming by, through or under Proposer, and remove Proposers 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.
7. 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.
8. License Requirement: Proposer shall agree to maintain continuously applicable state, county, city and federal licenses. The County of Schuyler 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.

Attachment 1

FORM FOR SUBMISSION OF PRICE PROPOSAL

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

Total Price of Proposal*: _____

Total Price of Proposal* in Words: _____

*Total price as a percentage of gross sales at auction. 50% of deposit split with Auctioneer for failed sales.

(Total Gross Sum of Proposal shall include, but is not limited to all costs associated with: advertising, preparation, travel, copies, material, labor, and allocated overhead.)

Schuyler County will not pay any costs in addition to the Total Price per Parcel Fee.

If written notice of the acceptance of this Proposal 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, incorporating the terms and conditions of this Request for Proposals together with all necessary Exhibits and Appendices, or in a special Contract form that may be drawn up in accordance with the County Attorney's requirements. In the event that an addenda, 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

Email Address of Authorized Representative

Attachment 2

Sample Sale Bid Form

SALE BID FORM: TO THE COUNTY OF SCHUYLER

Town/Village: _____	Sale Price: \$ _____
Former Owner: _____	Filing Fees:
Parcel I.D.#: _____	a)Deed \$ _____ 45.00
BIDDER Name: _____	b)Gains Affidavit \$ _____ 5.00
Address: _____	c)Transfer Tax \$ _____
_____	d)EA5217 Form \$ _____
_____	TOTAL DUE \$ _____
	Amt Deposited \$ _____
	Balance Due \$ _____

MINIMUM DEPOSIT REQUIRED – 10% OR \$100 (WHICHEVER IS GREATER)

INSTRUCTIONS AND TERMS OF SALE

- A) I am attaching to this bid a minimum of 10% of the knockdown bid or \$100.00, whichever is greater, in the form of cash, cashier’s, bank or certified check or money order, payable to the Schuyler County Treasurer.
- B) I understand that Schuyler County owns this property as the result of enforcement of collection of delinquent taxes under the New York Real Property Tax Law, and that redemption periods have expired.
- C) NO WARRANTY, RESEARCH BEFORE YOU BID.
 - 1) I understand and agree that the property will be sold “as is” and that if this sale is confirmed by the County Legislature, I will accept a Quitclaim Deed from the County of Schuyler, subject to the following agreement: By acceptance of this deed, the Grantee/Party of the Second Part acknowledges and agrees that: There is no representation, express or implied, as to condition of parcel, warranty of title, right of access, or suitability for a particular use. The premises has been transferred in “as is” physical order and condition and subject to: (a) rights of the public and others in and to any part of the premises which lie within the bounds of any street or highway; (b) restrictions and easements of record; (c) any state of facts that an accurate survey would show; (d) the rights of tenants, if any, and it shall be the responsibility of the purchaser to evict or remove any such tenant in possession of the premises; (e) any local zoning, building and land use planning ordinances and laws; (f) boundary disputes, local assessment practices, environmental issues, liens and encumbrances including, but not limited to, bankruptcy proceedings, federal tax liens and/or village tax liens; (g) the disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the recording of the deed. All prior understandings, agreements, representations, and warranties, oral or written, between parties, including, but not limited to the terms and conditions of sale, presented at any tax sale/public auction conducted herein, are merged in this deed; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this deed. There being no warranties of title or other representations made by the County of Schuyler, or its officers, agents or employees, including, but not limited to, the Schuyler Treasurer. The County of Schuyler, its officers, agents or employees, including, but not limited to, the Schuyler Treasurer, shall in no event be or become liable for any defects in the title hereby conveyed, for the condition of the property or for any cause whatsoever. No claim or demand of any nature that arises from this sale or any of the proceedings leading

hereto shall ever be made against the County of Schuyler, the Schuyler County Treasurer or their officers, agents or employees.

- 2) All informational material such as slides, tax maps, deeds, photos, auction listings, auction catalogs, auction signs, property record cards, and verbal descriptions are for identification purposes only and represent no warranty or guarantee as to accuracy or otherwise.

D) I also agree to the following:

- 1) The County will not furnish me with an abstract of title or title insurance.
- 2) The County does not guarantee that I will be able to obtain title insurance on this property.
- 3) This bid is subject to confirmation by the Schuyler County Legislature.
- 4) The Schuyler County Legislature may reject any or all bids.
- 5) In addition to my bid price, I will have to pay the following fees at the time of settlement with the Schuyler County Treasurer:
 - a) \$45.00 recording fee
 - b) The real estate transfer tax based upon the amount of consideration bid
 - c) \$5.00 filing capital gains statement, and
 - d) \$ _____ filing fee for EA5217 form.

The County Treasurer's Office will record the deed and pay filing fees and transfer tax after the balance of the bid is received.

- F) I understand and agree that if I am notified that my bid has been accepted by the County of Schuyler, I must deliver the balance of the purchase price to the County Treasurer's Office not later than 30 days after Legislature approval. Time is of the essence.
- G) I understand and agree that if I do not pay the balance of the purchase price within 30 days after confirmation by the County Legislature, I will forfeit my bid deposit to the County and will not be entitled to the return of the deposit. I understand that following forfeiture, the County will have the right to sell the property to someone else.
- H) I understand and agree that any and all unpaid village and/or school taxes and/or liens are the responsibility of the purchaser.
- I) Bidders at this auction sale may not have delinquent taxes due on any other parcel owned by them or in which they have an interest personal, corporate or otherwise in Schuyler County.
- J) Personal Property: No personal property is included in the sale of any parcel by Schuyler County. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the recording of the deed.
- k) Evictions: Evictions, if necessary, are the sole responsibility of the purchaser following the recording of the deed.
- l) Possession and Entry: The purchaser shall not take possession of, nor enter upon, the parcel until recording of the deed by Schuyler County.
- m) Signature hereof by the undersigned bidder(s) shall constitute a POWER OF ATTORNEY pursuant to Article 5, Title 15 of the New York General Obligations Law. Accordingly, I/We _____ do hereby appoint the Schuyler County Treasurer, County Office Building, Watkins Glen, New York, my Attorney-In-Fact to act in my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters in connection with my Tax Sale Bid/Offer to Purchase as each of them is defined in Title 15 of Article 5 of the New York General Obligations Law to the extent that I am permitted by law to act through an agent.

Initial in the opposite box any one or more of the subdivisions as to which the principal WANTS to give the agent authority.

[NOTICE: The principal must write his or her initials in the corresponding blank space of a box below with respect to each of the subdivisions (A) through (C) below for which the principal WANTS to give the agent(s) authority. If the blank space within a box for any particular subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for matters that are included in that subdivision.]

- (A) real estate transactions [] Initials
- (B) full and unqualified authority to my Attorney-In-Fact to delegate any or all powers to any person or persons whom my Attorney-In-Fact shall select [] Initials
- (C) if the blank space in the box to the right is initialed by the principal, this Power of Attorney shall not be affected by the subsequent disability of incompetence of the principal [] Initials

NOTE: IF THE BIDDER REFUSES TO GIVE THE TREASURER POWER OF ATTORNEY, THE BID WILL NOT BE ACCEPTED.

BIDDER/PURCHASER:

DATE: _____

SIGNED: _____

PRINT NAME: _____

SSN: _____*

CURRENT ADDRESS: _____

* Disclosure of Social Security number is required by NYS Tax Law.

STATE OF NEW YORK)
) SS:
 COUNTY OF SCHUYLER)

On this _____ day of _____, 20_____ before me, the undersigned, a Notary public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

 NOTARY PUBLIC

ACCEPTANCE OF POWER OF ATTORNEY:

I, HARRIETT E. VICKIO, as Schuyler County Treasurer, have read the foregoing Power of Attorney. I am the person identified therein as agent for the principal named therein.
I acknowledge my legal responsibilities.

DATE: _____

SIGNED: _____

HARRIETT E. VICKIO
Schuyler County Treasurer

STATE OF NEW YORK)
) SS.:
COUNTY OF SCHUYLER)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared HARRIETT E. VICKIO, personally known to me on the basis of satisfactory evidence, that she resides in Watkins Glen, New York, that she is the Treasurer of the County of Schuyler, the corporation described herein, and acknowledged to me that she executed the same in her capacity as Treasurer, that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of said Schuyler County Legislature, and that by her signature, she has executed the instrument.

NOTARY PUBLIC

Attachment 3

NON-COLLUSION AFFIDAVIT

By Submission of this quote, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint quote each party thereto certifies as to their own organization, under penalty of perjury, that to the best of knowledge and belief;

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

WAIVER OF IMMUNITY

Upon the 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 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 calling to or submitting proposals to or receiving awards from or entering into any contracts 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 (5) 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 on or after the first day of July, Nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or before the first day of July, Nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, Nineteen hundred sixty, 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 moneys owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

(c) By signing and submitting this quote for consideration by Schuyler County, the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservations or alterations. The undersigned further agrees that he is an equal opportunity employer meeting the County and State requirements.

PROPOSER _____ (Name of Corporation)

SIGNED _____ (Authorized Signature)

NAME _____ (Print Name)

TITLE _____ (Title)

ADDRESS _____ (Street Address)

ADDRESS _____ (City / State / Zip)

FEIN _____

Corporate Seal:

DATE _____

Attachment 4

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)."

Schuyler County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

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

(a) 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

(b) The County of Schuyler 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 Schuyler 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.

Signature

Title

Company Name

Date

Attachment 5

(SAMPLE) COUNTY OF SCHUYLER, NEW YORK

NOTICE OF AWARD

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

Proposal Number and Title _____

Proposal Due Date _____

Schuyler County Legislature Resolution Number _____ Date _____

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

Schuyler County Department of _____

Street Address _____

Post Office Box _____ City _____ State _____ Zip Code _____

Telephone _____ Fax _____

By:

Department Head Signature _____ Typed Name/Title _____

DATED the _____ day of _____, 20__.

ACCEPTANCE OF NOTICE OF AWARD

NOTICE OF AWARD is hereby acknowledged and accepted.

By:

Authorized Signature _____ Typed Name/Title _____

For: _____
Organization

DATED the _____ day of _____, 20__.

APPENDIX A

STANDARD CLAUSES FOR SCHUYLER COUNTY CONTRACTS

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

TABLE OF CONTENTS

Section.		Page.
1.	Relationship of parties.	2
2.	Executory clause	2
3.	Extensions, renewals, modifications.	2
4.	Non-assignment clause.	2
5.	Insurance and indemnification, hold harmless.	2
6.	Workers' compensation benefits.	3
7.	Non-discrimination requirements	3
8.	Wage and hours provisions for certain contracts	3
9.	Set-off rights.	3
10.	Records.	4
11.	Identifying information and privacy notification.	4
12.	Prohibition on purchase of tropical hardwoods for certain contracts.	4
13.	Compliance with New York State Information Security Breach and Notification Act.	4
14.	Non-collusive bidding certification for certain contracts.	4
15.	Iran divestment act requirements for certain contracts.	5
16.	HIPAA requirements for certain contracts.	5
17.	Prompt auditing of vouchers and late payment provisions	5
18.	Conflicting terms.	5
19.	Governing law.	5
20.	No arbitration.	5
21.	Giving of notices.	5
22.	County attorney's approval.	5
23.	Descriptive headings for convenience only.	5
24.	Accuracy of contractor representations.	5

**STANDARD CLAUSES FOR SCHUYLER COUNTY
CONTRACTS**

The parties to the attached contract, license, lease, amendment, renewal or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the County of Schuyler ("the County"), whether a contractor, vendor, licensor, licensee, lessor, lessee or any other party):

1. **RELATIONSHIP OF PARTIES.** Contractor shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim that any of its officers or employees are officers or employees of the County by reason of this Agreement. Contractor further agrees that it will not make against the County any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
2. **EXECUTORY CLAUSE.** (A) **All Contracts.** In accordance with § 362 of the County Law, the County shall have no liability under this contract to Contractor or to anyone else beyond funds appropriated and available for this contract. (B) **Certain Installment Purchase Contracts.** Further, in the case of an installment purchase contract, pursuant to General Municipal Law § 109-b, any such installment purchase contract is not a general obligation of the County. Neither the full faith and credit nor the taxing power of the County of Schuyler are pledged to the payment of any amount due or to become due under such installment purchase contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contract. Further, no liability on account thereof shall be incurred by the state of New York municipal bond bank agency beyond the amount of such monies. It is understood that neither this contract nor any representation by any employee or officer of such agency creates any legal or moral obligation to appropriate or make state monies available for the purpose of the contract.
3. **EXTENSIONS, RENEWALS, MODIFICATIONS.** Extensions or renewals to the Agreement or any modification including new products, terms, or price changes to the Agreement shall be submitted by the Contractor to the County for approval by the County Legislature of the County in order to be effective. No provision of a contract which states that the term of the contract shall be deemed renewed for a specified additional period shall be effective against the County, absent a subsequent resolution of the County legislature, specifically authorizing such renewal.
4. **NON-ASSIGNMENT CLAUSE.** In accordance with § 109 of the General Municipal Law, this contract may not be assigned by Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so without such consent are null and void.
5. **INSURANCE AND INDEMNIFICATION, HOLD HARMLESS.** (A) **Insurance.** (i) (a) Contractor covenants and agrees to maintain in full force and effect during the term of this Agreement, and any subsequent term, comprehensive insurance in form, term and content satisfactory to the annexed standards of the County, which are incorporated herein (*Appendix B: County Insurance Requirements For Contractors*) and, to prove as evidence of such compliance, insurance certificate(s) which shall be annexed to and made part of this Agreement and shall, except as applicable under Categories IV, V and VII, name the County of Schuyler, and its officers, employees and agents as Additional Insureds (not simply "certificate holder") in all the categories listed (except Worker's Compensation/Disability Benefits) in connection with the work being performed. (b) The applicable Category of insurance requirements shall be stated in the face sheet of the contract and/or the Bid documents and/or the response to a Request for Quotes/Proposals. (c) Said certificate(s) shall be annexed hereto prior to or at the time of execution of this Agreement by the County. (d) Contractor acknowledges that failure to obtain or maintain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The County shall, if it deems it necessary, have the right to ask for additional certification at different points throughout the life of the contract. OR ALTERNATIVELY (ii), the County shall be protected against the activities of Contractor by the insurance carrier of the County under Category V of the insurance standards (*Appendix B*) established by the County of Schuyler and there is annexed to this Agreement prior to execution by the County of Schuyler as evidence of compliance of the foregoing a written statement from the County's insurance carrier and/or agent. (B) **Indemnification, Hold Harmless.** Notwithstanding the limits of any policy of insurance provided or maintained by Contractor, Contractor shall defend, indemnify and hold harmless the County of Schuyler and its officers, employees and agents from all claims, actions, suits, liabilities, damages, awards, costs and expenses (including, without limitation, attorneys' fees) of every nature and description arising out of or related to the services provided by Contractor under

this Agreement and arising out of or caused by any act, omission, breach or negligence of Contractor or its officers, employees, volunteers, or agents. Contractor's duties and obligations pursuant to this paragraph shall survive the termination or expiration of this Agreement.

6. **WORKERS' COMPENSATION BENEFITS.** This contract shall be void and of no force and effect unless Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law (WCL). Contractor understands and agrees that pursuant to WCL § 57 (workers' compensation requirements), Contractor must provide one of the following forms to the government entity issuing the permit or entering into a contract: (A) Form CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; (B) Form C-105.2, Certificate of Workers' Compensation Insurance; or (C) Form SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Worker's Compensation Group Self-Insurance. Pursuant to WCL § 220(8) (disability benefits requirements), Contractor must provide one of the following forms to the entity issuing the permit or entering into a contract: (A) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (see above); (B) DB-120.1, Certificate of Disability Benefits Insurance; or (C) DB-155, Certificate of Disability Benefits Self-Insurance. (In the case of NYS Agencies acceptable proof consists of a letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation). Contractor acknowledges and agrees that, pursuant to the New York State Workers' Compensation Board, ACORD forms are not acceptable proof of such coverage.

7. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Art. 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with § 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b)

discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in § 230 of the Labor Law, then, in accordance with § 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of § 220-e or § 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation. It is the sole responsibility of Contractor to determine if Contractor is subject to this contract provision and to ensure compliance with same.

8. **WAGE AND HOURS PROVISIONS FOR CERTAIN CONTRACTS.** If this is a public work contract covered by Art. 8 of the Labor Law or a building service contract covered by Art. 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Art. 8 of the Labor Law, Contractor understands and agrees that the filing of payrolls in a manner consistent with Subd. 3-a of § 220 of the Labor Law shall be a condition precedent to payment by the County of any State approved sums due and owing for work done upon the project. It is the sole responsibility of Contractor to determine if Contractor is subject to this contract provision and to ensure compliance with same.

9. **SET-OFF RIGHTS.** The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any moneys due to Contractor under this contract up to any amounts due and owing to the County with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Treasurer.

10. **RECORDS.** Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Legislature, County Treasurer and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under § 87 of the Public Officers Law (the "Statute") provided that: (i) Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (A) Pursuant to Tax Law § 5, Contractor understands and agrees that, notwithstanding any other provision of law, the County shall, at the time the County contracts to purchase or purchases goods or services or leases real or personal property from any person, require that each such person provide to the County such person's federal social security account number or federal employer identification number, or both such numbers when such person has both such numbers, or, where such person does not have such number or numbers, the reason or reasons why such person does not have such number or numbers. Such numbers or reasons shall be obtained by the County as part of the administration of the taxes administered by the New York State Tax Commissioner for establishing the identification of persons affected by such taxes. (B) Contractor further understands and agrees that, notwithstanding any other provision of law, the County shall, upon request of the commissioner, furnish to the commissioner the following information with respect to each person covered by this section: (1) business name or the name under which the applicant for a license or licensee will be licensed or is licensed; (2) business address or whatever type of address the County requires the applicant for a license or the licensee to furnish to it; and (3) federal social security account number or federal employer identification number, or both such numbers where such person has both such numbers, or the reason or reasons, furnished by such person, why such person does not have such number or numbers. Notwithstanding
- Art. 6 of the Public Officers Law or any other provision of law, the report to be furnished by the County to the commissioner pursuant to this section shall not be open to the public for inspection. (C) For the purposes of this section, "Person" shall mean an individual, partnership, limited liability company, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, or any combination of the foregoing. However, such term shall not include any public corporation, corporation formed other than for profit or unincorporated not-for-profit entity, except such term shall include an education corporation of the type dealt with in § 221 of the Education Law, an education corporation subject to Art. 101 of the Education Law and a cooperative corporation.
12. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** Contractor certifies and warrants that any and all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of § 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subd. (including the County) or public benefit corporation. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Except as might be specifically authorized by State Finance Law § 165, any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or wood product in performance of the contract shall be deemed non-responsive.
13. **COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** In the event Contractor conducts business in New York state, and owns or licenses computerized data which includes private information, Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa) as applicable.
14. **NON-COLLUSIVE BIDDING CERTIFICATION FOR CERTAIN CONTRACTS.** In accordance with General Municipal Law § 103-d(1), if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury: (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under

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

15. **IRAN DIVESTMENT ACT REQUIREMENTS FOR CERTAIN CONTRACTS.**

In accordance with General Municipal Law § 103-g, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of Subd. 3 of § 165-a of the State Finance Law.

16. **HIPAA REQUIREMENTS FOR CERTAIN CONTRACTS.**

In the event that Protected Health Information is used or disclosed in connection with or in the course of the performance of the Agreement, a "Business Associate Agreement" (*Appendix C: Business Associate Agreement*), shall be attached to and incorporated by reference in the contract, in a form and content approved by the County and shall apply in the event that Protected Health Information is used or disclosed in connection with or in the course of the performance of the Agreement by the party signing this Agreement as Business Associate, and pursuant to which Business Associate may be considered a "business associate" of the County as such term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including all pertinent regulations issued by the U.S. Dept. of Health and Human Services, as amended.

17. **PROMPT AUDITING OF VOUCHERS AND LATE PAYMENT PROVISIONS.**

Consistent with accepted business practices and with sound principles of fiscal management, the County shall audit vouchers and make payments expeditiously and subject to proper and reasonable financial oversight activities designed to ensure that the County receives the quality of goods and services to which it is entitled and to ensure that public funds are spent in a prudent and responsible manner. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by General

Municipal Law § 3-a and General Municipal Law Art. 5-a, to the extent required by law.

18. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

19. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise. Pursuant to Civil Practice Law and Rules 504(1), the place of trial of all actions related to this contract by or against the County or any of its officers, boards or departments shall be in such county.

20. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily directed), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

21. **GIVING OF NOTICES.** Any notice, request, or other communication required to be given pursuant to the provisions of this agreement shall be in writing and shall be deemed to have been given when delivered in person or five days after being deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, and addressed to the address listed on the face sheet of this contract. The address of either party to this agreement may be changed by notice in writing to the other party served in accordance with this provision.

22. **COUNTY ATTORNEY'S APPROVAL.** Contractor understands and agrees that the Schuyler County Attorney's office may approve and make or require modifications, other than price and dates, prior to execution by the County to ensure compliance with applicable federal, state and local laws and with all provisions of the county's contract policy manual and insurance standards.

23. **DESCRIPTIVE HEADINGS FOR CONVENIENCE ONLY.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Contract.

24. **ACCURACY OF CONTRACTOR REPRESENTATIONS.**

Contractor understands, acknowledges and agrees that this Contract will be relied upon by, and filed with, registered or recorded in or otherwise become a part of the records of, the County of Schuyler. Contractor affirms, under penalty of perjury, to the best of his/her/its knowledge, information and belief, that the representations, agreements and promises made by Contractor in this Contract, and all attachments thereto, including any and all exhibits or appendices, is true, complete and accurate.

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

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

GENERAL PROVISIONS, ALL CATEGORIES.

Except as otherwise provided herein:

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

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

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

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

9. Completed Operations coverage must be maintained and evidenced for at least two (2) years after completion of the project.
10. Worker's Compensation Coverage. Pursuant to WCL Section 57 (workers' compensation requirements), businesses to enter into contracts **must** provide **one** of the following forms to the county:
 - A) Form CE-200, *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage*;
 - B) Form C-105.2, *Certificate of Workers' Compensation Insurance*. **Please Note:** The State Insurance Fund provides its own version of this form, the U-26.3; or
 - C) Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, or GSI-105.2, *Certificate of Participation in Worker's Compensation Group Self-Insurance*

Please note: The New York State Workers' Compensation Board has stated that ACORD forms are *not* acceptable proof of workers' compensation coverage.
11. Disability Benefits Coverage. Pursuant to WCL Section 220(8) (disability benefits requirements), businesses seeking to enter into contracts **must** provide **one** of the following forms to the county:
 - A) CE-200, *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage* (see above);
 - B) DB-120.1, *Certificate of Disability Benefits Insurance*; **or**
 - C) DB-155, *Certificate of Disability Benefits Self-Insurance*.

Please note: The New York State Workers' Compensation Board has stated that ACORD forms are *not* acceptable proof of disability benefits coverage.
12. Notwithstanding the limits of any policy of insurance provided or maintained by the Contractor, the Contractor shall defend, indemnify and hold harmless the Department, County of Schuyler and its officers, employees and agents from all claims, actions, suits, liabilities, damages, awards, costs and expenses (including, without limitation, attorneys' fees) of every nature and description arising out of or related to the services provided by the Contractor under this Agreement or arising out of or caused by any act, omission, or negligence of the Contractor or its officers, employees, volunteers, or agents. The contractor's duties and obligations pursuant to this paragraph shall survive the termination or expiration of this Agreement.
13. Waivers. The County Attorney, the Chairman of the Legislature and the County Administrator are authorized to grant waivers in rare instances, and only upon unanimous agreement.

CATEGORY I

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

A. REQUIRED COVERAGES

1. COMMERCIAL GENERAL LIABILITY

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

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

2. AUTOMOBILE LIABILITY

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

3. EXCESS "UMBRELLA" LIABILITY

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

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

CATEGORY II

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

and

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

A. REQUIRED COVERAGES

1. COMMERCIAL GENERAL LIABILITY

Premises/Operations
Products/Completed

Operations
Independent Contractors
Contractual Liability
Explosion, Collapse and Underground Hazard

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

2. AUTOMOBILE LIABILITY

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

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

4. EXCESS/UMBRELLA LIABILITY

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

5. SEXUAL ABUSE/MOLESTATION LIABILITY

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

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

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

CATEGORY III

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

A. REQUIRED COVERAGES

1. COMMERCIAL GENERAL LIABILITY

Premises/Operations
Products/Completed
Operations Independent
Contractors Contractual

Liability
Explosion, Collapse and Underground Hazard

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

2. AUTOMOBILE LIABILITY

Owned, Hired and Non-Owned autos

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

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

\$1,000,000 each occurrence

\$1,000,000 aggregate

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

CATEGORY IV

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

A. REQUIRED COVERAGES

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

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

CATEGORY V

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

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

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

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

CATEGORY VI

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

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

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

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

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

If applicable:

Our self insurance plan is partially funded via:

letter of credit with _____ (name of lending institution)

Or:

Surety Bond with _____ (name of Surety)

Or:

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

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

C. DISABILITY BENEFITS

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

CATEGORY VII

EXEMPT CONTRACTS

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

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

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

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

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