

# CHEMUNG COUNTY

# REQUEST FOR PROPOSALS

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**RFP-2038**

**Wildlife Hazard Management for Elmira-Corning Regional Airport**

**2018**



**Submitted by Chemung County Purchasing Department, 203 Lake Street, Elmira, NY 14901**

**5/3/2018**

**Chemung County-City of Elmira Purchasing Department**

John H. Hazlett Building - 4<sup>th</sup> Floor  
203 Lake Street PO Box 588  
Elmira, NY 14901  
PH: 607-737-3577 FX: 607-737-2073

**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-2038 ~ Wildlife Hazard Management for Elmira-Corning Regional Airport**

The proposals will be received in the Chemung County-City of Elmira Purchasing Department, Room 403, Fourth Floor, John H. Hazlett Building, 203 Lake Street, Elmira, New York 14901, until **1:45 P.M. on May 17, 2018.**

**Please take note:**

The Purchasing Office is **not open** from 12:00 Noon to 1:00 P.M. daily.

The Purchasing Office receives one daily US Mail delivery **after 2:00 P.M.**

Any proposal received by the Purchasing Office **after 1:45 P.M. on the due date will not be considered.**

Bid proposals must be submitted in **triplicate** (one original and two exact copies).

Faxed or electronic proposals 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.

The County of Chemung officially distributes bidding documents through the Empire State Purchasing Group at [www.EmpireStateBidSystem.com](http://www.EmpireStateBidSystem.com). Bid documents will be available on the website on or after **May 3, 2018**. Vendors must first register for either the free service or the paid service at that site. The paid service **is not required** to obtain our bids. 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.

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

Purchasing Coordinator

Chemung County-City of Elmira

Inserted In the Star Gazette: May 3, 2018

Inserted in the Corning Leader: May 3, 2018

## **INFORMATION FOR PROPOSERS**

### **SECTION 1 - CONDITIONS OF WORK**

**1.01 Receipt and Opening of Proposals:** The County of Chemung, New York (herein called the Owner) invites Proposals on the form attached hereto. Each proposer shall submit his/her proposal in a sealed envelope which shall bear thereon the following inscription:

**RFP-2038 ~ PROPOSAL FOR: Wildlife Hazard Management for Elmira-Corning Regional Airport**

And either mail or deliver the same in person to the address specified in the Notice to Proposers. The outside of the proposal envelope must bear the name and address of the company submitting the proposal.

Included in the proposal (**one original and two exact copies**) shall be:

Submission of Price Proposal Form;  
All required submissions listed in Section 1.02 D;  
Vendor Certification;  
Regret Letter (If No Bid);  
Non-Collusive Form;  
Waiver of Immunity;  
Iranian Energy Divestment Certification;  
W-9

The original proposal 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 Contractor and each sub-contractor, 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 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 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) FOR EACH OCCURRENCE AND TWO MILLION DOLLARS (\$2,000,000.00) AGGREGATE.**

CONTRACTOR is further required to furnish copies of proof of said coverage 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 Not Applicable

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

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

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

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

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

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

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

**1.16 Default:** Provided always, these entire agreements are upon this condition, that if the Contractor shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than seven (7) days after the County has notified Contractor in writing of Contractor's default 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.

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

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

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

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

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

**1.22 Compliance with Law:** The Contractor/Proposer agrees to comply with and fulfill all laws, orders, ordinances, rules and requirements of Federal, State, City, County or other applicable governmental authority; all applicable OSHA and New York State Labor rules, regulations, and statutes. Chemung County is a Municipal Separate Storm Sewer System (MS4) entity, and its MS4 operators together with third party entities are required to meet the storm water discharge regulations of its Storm Water

Management Plan (SWMP). The bidder is advised it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards.

**1.23 Iranian Energy Sector Divestment:**

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

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

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

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

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

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

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

## SECTION 1.02: RFP-2038 - Wildlife Hazard Management for Elmira-Corning Regional Airport

### A. BACKGROUND AND INTENT; TERM OF CONTRACT:

**Purpose:** In order to provide for human safety and property protection, proposals are sought to contract with an agency for Wildlife Hazard Management at the Elmira/Corning Regional Airport, for a five year term.

**In the event a replacement contract** has not been issued, this contract may be awarded hereunder by the County, and may be extended unilaterally by the County for an additional period of up to one month upon written notice to the Contractor with the same terms and conditions as the original contract including. With the concurrence of the Contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

**Objectives:** The specific objectives of the agreement are:

- Establish a wildlife hazard monitoring program
- Alert airport personnel of potential wildlife hazards
- Remove wildlife hazards on an as needed basis
- Adhere and comply with the criteria contained in the airport's approved 14 CFR Part 139 Wildlife Hazard Management Program
- Conduct annual Bird Identification and wildlife hazard training as required by the FAA and NYSDEC

### B. CONTRACTOR MINIMUM REQUIREMENTS:

**Insurance:** The contractor shall provide proof of insurance in the amount of \$1,000,000 per incident and \$2,000,000 aggregate. See also section 1.05.

**Security Requirements:** The contractor shall comply with all security requirements for working on an airport. Fingerprint background checks will be completed at a cost to the contractor of \$50 per ID badge holder. A Transportation Security Administration threat assessment will also be completed. After the back ground check and threat assessment are completed each individual will need to complete a security training class.

**Licenses and Permits:** The contractor must maintain all necessary permits and licenses to conduct wildlife management on airports in New York State. The contractor shall also be listed as a sub-permittee on all appropriate depredation permits maintained by the airport. As a sub-permittee the contractor will adhere to the conditions set forth by the NYSDEC and USDA.

**Airfield Driving Privileges:** The contractor's personnel will be required to complete initial and recurrent annual vehicle operations training. The recurrent annual training must be completed within 12 consecutive months.

### C. CONTRACTOR MINIMUM QUALIFICATIONS:

**Contractor Personnel:** The contractor project manager shall be a Wildlife Biologist in compliance with FAA Advisory Circular 150/5200-36, current edition, for the requirement to conduct wildlife



assessments and provide the annual training to airport personnel as required in CFR Part 139. *The contractor must submit with their proposal, records documenting the Airport Wildlife Biologists qualifications to conduct Wildlife Hazard Assessments and Wildlife Hazard Management Plans.* Other personnel not trained to the level of AC 150/5200-36, current edition can be used to assist the project manager except will not be qualified to instruct the airport personnel annual training.

#### **D. SCOPE OF CONTRACT SERVICES:**

**Services provided:** The contractor shall provide the equipment necessary to address the wildlife hazard management needs of the airport. This shall include body gripping traps, cage traps, firearms, and pyrotechniques. These methods will be discussed with airport management prior to their use.

The contractor shall be on site one week (40 hours) per month during the months of April, May, June, July, August, September, October, and November performing the following services:

- Wildlife removal
- Two nocturnal studies
- Two diurnal studies
- Log incidental sightings

A small mammal survey will be completed annually.

A monthly status report will be generated logging the quantity and types of wildlife removed. The report shall also summarize the progress that the contractor's staff has had in achieving the goals of the wildlife hazard management plan.

A database shall be created and maintained to record and analyze the data from wildlife surveys, incidental sightings, wildlife strikes, and direct control of hazardous wildlife. This database as well as the monthly reports shall be used to produce an annual report of all wildlife hazard management activities.

Annually the wildlife biologist will conduct Bird Identification and Wildlife Hazard Management training for airport personnel as required by the FAA. The training shall include review of the Airport's Wildlife Hazard Management Plan and topics listed in 14 CFR Part 139. All Training shall meet the FAA compliance requirements of 14 CFR Part 139 and AC 150/5200-36, current edition.

The wildlife contractor shall log all wildlife removals in the notebook in the Operations Dept. All migratory bird removals will be logged onto the USDA form. All Whitetail deer removed will have a NYS DEC tag properly filled out and logged onto the form.

#### **E. SELECTION OF CONTRACTOR:**

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

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

- a. Responsiveness** of proposer in identifying and addressing the needs of the County related to the scope of services to be provided;
- b. Specific knowledge** and expertise in working in public areas and a high-security environment;
- c. Overall qualifications** and experience;
- d. Key personnel** assigned to the project;
- e. Price proposal** (Total Gross Sum Bid for Five-year Contract).

**F. CONTACT PERSON:** Questions concerning this proposal shall be directed to:

**Tony Rudy**

276 Sing Sing Road, Suite #1

Horseheads, NY 14845

Tel: 607-739-5621 ext. 231

Fax: 607-739-8539

Email: [trudy@co.chemung.ny.us](mailto:trudy@co.chemung.ny.us)

**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 following proposal prices:

<b>Pricing for Wildlife Hazard Management</b>	
Total Gross Sum Bid for Five-year Contract in <b>Figures</b> :	
Total Gross Sum Bid for Five-year Contract in <b>Words</b> :	
<b>For Budgetary Purposes, List Annual Costs:</b>	
Annual Cost for 2018 (Aug.1 - Dec. 31):	
Annual Cost for 2019:	
Annual Cost for 2020:	
Annual Cost for 2021:	
Annual Cost for 2022:	
Annual Cost for 2023 (Jan.1 - Jul. 30):	

**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 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

## **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.

# Vendor Responsibility Form

**Vendor Name:** \_\_\_\_\_

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

### 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: \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Attach Additional Sheets if Necessary)

# REGRET LETTER

REQUEST NUMBER:

RFB-

## 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,

KYLE M. WIEDER  
DEPUTY PURCHASING COORDINATOR

## 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 \_\_\_\_\_

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**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 therefore. 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.

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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

COUNTY OF CHEMUNG, NEW YORK NOTICE OF AWARD

Issued to: Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

Company City/State/Zip \_\_\_\_\_

Proposal Number and Title RFP-2038 \_\_\_\_\_

Proposal Due Date 5/17/2018 \_\_\_\_\_

Chemung County Legislature Resolution Number \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*

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

Chemung County Department of \_\_\_\_\_

Street Address \_\_\_\_\_

Post Office Box \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

By:

Department Head Signature \_\_\_\_\_ Typed Name/Title \_\_\_\_\_

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\*\*\*\*\*

ACCEPTANCE OF NOTICE OF AWARD

NOTICE OF AWARD is hereby acknowledged and accepted.

By: \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Typed Name/Title \_\_\_\_\_

For: \_\_\_\_\_ Organization \_\_\_\_\_

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**AGREEMENT**

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

\_\_\_\_\_  
\_\_\_\_\_

Hereinafter designated the **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:

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

By: (Contractor)

(Seal)

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Signature

---

Company Name

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Company Address

By: (Owner - County)

(Seal)

---

Thomas Santulli,  
Chemung County Executive

**SITE ENTRY AGREEMENT AND INDEMNITY**

Date: \_\_\_\_\_

Owned and/or Operated by the following:

**CONTRACTOR:** \_\_\_\_\_ Print Name

\_\_\_\_\_ Address

\_\_\_\_\_

(    ) \_\_\_\_\_ Phone

\_\_\_\_\_ Person to Contact

**SITE/PROJECT:** \_\_\_\_\_

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) for each occurrence and two million dollars (\$2,000,000.00) aggregate.

**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.

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

**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:**

\_\_\_\_\_  
Thomas Santulli,  
Chemung County Executive

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>OR</b>											
<b>Employer identification number</b>											
				-							

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.