



Carissa Knapp, County Administrator  
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 Belmont, New York 14813  
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**SOLICITATION TO BID**

**Notice to Bidders**

SEALED BIDS are requested for the supply of **Forty (40) new and unused 2023 or current model year Heavy Duty Election Voting Machines with Accessories, Services, & Warranties as specified** for the Allegany County Board of Elections. Sealed bids should be addressed and delivered to: the Allegany County Administrator’s Office, 7 Court Street, Rm 213, Belmont, NY, 14813. Bids will be received until 1:00 p.m., ET, Friday, Dec. 1, 2023. Bids will be opened and read aloud at this time in Rm 221, the Legislative Chambers in the County Office Building located at 7 Court Street, Belmont, New York, 14813.

BID Release Date	November 13, 2023
BID Issuing Department	Allegany County Administrator for the Allegany County Board of Elections
BID Contact Information	Carissa Knapp, Allegany County Administrator <a href="mailto:Carissa.knapp@alleganyco.gov">Carissa.knapp@alleganyco.gov</a> (585) 268-9217 And Jodi Adams, Assistant to the County Administrator Allegany County <a href="mailto:Jodi.adams@alleganyco.gov">Jodi.adams@alleganyco.gov</a> (585) 268-9217
BID’s are to be submitted to	Allegany County Administrator’s Office, 7 Court Street, Rm 213, Belmont, NY, 14813 by 1:00 p.m., ET, Friday, Dec. 1, 2023.
Questions Due Date and Time	Questions must be submitted in writing to Carissa Knapp, Allegany County Administrator at <a href="mailto:Carissa.knapp@alleganyco.gov">Carissa.knapp@alleganyco.gov</a> and to Jodi Adams, Assistant to the County Administrator at <a href="mailto:Jodi.adams@alleganyco.gov">Jodi.adams@alleganyco.gov</a> by 4:00 p.m. on Monday, Nov. 20, 2023.
Questions & Answers Date and Time	Questions and answers will be posted on the Allegany County Website’s homepage, under the Notices section by 4:00 p.m. on Wednesday, November 22, 2023.
Bid Due Date and Time	Bids must be delivered to the Allegany County Administrator’s Office, 7 Court Street, Rm 213, Belmont, NY, 14813 by 1:00 p.m., ET, on Friday, Dec. 1, 2023. All bids received will be opened in a public forum at this time in Rm 221, the Legislative Chambers 7 Court, Street, Belmont, NY 14813.

Clearly write on the outside, in the lower left corner of the envelope with the bid: **Election Voting**

**Machines with Accessories, Services, & Warranties. E-mailed bids will not be accepted.**

Bidders must comply with regulatory and licensing requirements of the State of New York, and other applicable New York statutes.

Specifications for the above-listed items may be obtained on the Internet: Allegany County Website at [www.alleganyco.gov](http://www.alleganyco.gov) or by reaching out to contacts listed above. It shall be the responsibility of each bidder to reach out to the contacts listed to determine if an addendum has been issued.

The County of Allegany reserves the right to reject any or all bids and to accept the bid it determines to be in the best interest of the County of Allegany.

Upon mutual agreement of the parties, the County of Allegany reserves the right to renew the contract(s) awarded as a result of this bid for an additional four (4) one-year periods by resolution of the Allegany County Board of Legislators in accordance with the specifications of the contract.

**GENERAL PROVISIONS**

**Request for Competitive Sealed Bids**

**for**

**Forty (40) new and unused 2023 or current model year Heavy Duty Election Voting Machines with Accessories, Services, & Warranties.**

**Public Notification Provided week of November 13, 2023**

**Acquisition of Bid Documents**

Bid documents are available for download at [www.alleganycounty.gov](http://www.alleganycounty.gov). They are also available by contacting the County Administrators Office, 7 Court Street, Room 213, Belmont, New York, 14813. The office is open Monday – Friday, 8:30 a.m. to 4:00 p.m. Telephone number is (585) 268-9217.

Contractor bears sole responsibility for the acquisition of bid documents. Requests for bid documents to be forwarded are neither a guarantee nor an incurred obligation on the part of the County of Allegany to ensure contractors requested receipt of bid documents; timely or otherwise.

Receipt of these bid documents, unsolicited or otherwise, shall not be construed as a pre-determination of a contractor's qualifications to receive a contract award. Nor shall said receipt of these documents be interpreted as an endorsement that the contractor's equipment, materials, products, and/or services are in compliance with the bid specifications.

**Examination, Interpretation, Correction of Bid Documents**

Contractor shall examine all bid documents and judge all matters relating to the adequacy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this bid solicitation shall be in writing and submitted to the County Administrator's Office. The County of Allegany shall not be responsible for oral interpretations given by any county employee, representative or others. The issuance of written addendum/addenda is the only official method whereby clarification or additional information can be given.

**Preparation of Bid Documents**

Bids must be submitted on the forms provided in the bid documents and prepared in the following

manner:

All bid forms shall be legibly completed using a permanent medium (e.g. ink, typewriter, laser printer, etc.). Illegible entries will be rejected.

If submittal of unit price(s) is a requirement, said unit price(s) shall prevail. All mathematical functions (extensions, additions, etc.) are subject to audit. Each price bid shall be expressed as a numerical dollar value; indicators such as ditto marks, arrows, etc. are not acceptable.

All forms requiring the contractor's signature shall be signed by the contractor or the contractor's authorized representative. Erasures and/or alterations shall be initialed by the individual whose signature appears on the bid forms.

The contractor shall submit the bid in accordance with the bid documents and shall not make any changes in the wording of the bid forms or make any stipulations or qualify the bid in any manner.

All bids shall be firm for a period of sixty (60) days from the bid opening date; during which time, the County of Allegany shall render its decision.

### **Contract Term**

One-year contract with a fixed price per year after approval and the proper execution of the contract documents exercisable at the sole discretion of Allegany County. There will be an option for four (4) one-year extensions with the same margin over cost executed at the discretion of Allegany County.

### **Quantities**

Quantities are not guaranteed. A minimum and/or maximum quantity shall not be established. All purchases, and therefore the cumulative annual purchase quantity shall be "as required" by the County of Allegany.

If this bid document specifies "estimated quantities," said quantities are provided for bid purposes only. These quantities are not intended, nor should they be construed, to reflect the actual purchase requirements of the County of Allegany.

### **Non-Collusive Bidding Clause and Certificate**

- a. Clause – "By submission of this bid/proposal, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - i. The prices in this bid/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 contractor or with any competitor; and
  - ii. Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other bidder/proposer or to any competitor; and
  - iii. 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 bid/proposal for the purpose of restricting competition."
- b. The contractor shall submit a signed and dated Non-Collusive Bidding Certificate with its

bid/proposal. Said certificate is mandated by Chapter 956 of the Laws of New York State, pursuant to Section 103-D of the General Municipal Law. Reference the “NON-COLLUSIVE BIDDING CERTIFICATE” form included in this bid document.

### **Hold Harmless Clause and Form**

- a. Clause – “The contractor agrees that it shall at all times hold harmless Allegany County, to the extent permitted by law, from all claims, damages or judgements or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of the contractor and in particular as may arise from the performance under this contract. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon Allegany County within twenty-four (24) hours of any such injury.”
- b. The contractor shall submit a signed and dated Hold Harmless Clause form with its proposal. Reference the “HOLD HARMLESS CLAUSE” form included in this proposal document.

### **Iranian Energy Sector Divestment Certification**

Contractor hereby represents that said contractor follows New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”.

By submission of a proposal, each contractor and each person signing on behalf of any contractor 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 its knowledge and belief, that each contractor is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

The contractor shall submit a signed, notarized, and dated Iranian Energy Sector Divestment Certification with its proposal. Said certificate is mandated by Section 103-g of the General Municipal Law. Reference to the Iranian Energy Sector Divestment Certificate form is included in this document.

### **Required Insurance(s)**

- a. This document includes an information sheet entitled: APPENDIX A, ALLEGANY COUNTY STANDARD INSURANCE REQUIREMENTS. These requirements establish the minimum insurance(s) which the contractor(s) shall have in effect prior to entering into a contract to do business with the County of Allegany. Said insurance(s) are required to remain in effect throughout the term of the contract(s) plus 90 days.
- b. In the event that the contractor’s insurance lapses during the term of the contract, the County of Allegany reserves its right to cancel the contractor’s contract(s) and to purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to the County of Allegany being charged to the contractor. Credit shall not be issued to the contractor where open market cost(s) to the County of Allegany are less than the cost(s) contracted with the contractor.
- c. The County of Allegany shall be named as an additional insured in the contractor’s policy for all intents and purposes of contract(s) issued as a result of an award. The document number and title shall be referenced in the description/additional comments section of the certificate of insurance form. PLEASE NOTE: Additional insured and certificate holder must read: Allegany County, 7 Court Street, Belmont, New York 14813.
- d. The contractor will be indemnifying and insuring for cloud-based breaches not caused by the fault of the County of Allegany.

- e. Each contractor shall submit an original of its Certificate of Insurance (which indicates the contractor's compliance with the above sections a) and b) to Allegany County Administrator's Office, Room 213, 7 Court Street, Belmont, New York 14813.
- f. The Certificate of Insurance must be approved by the County Attorney prior to the contractor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.
- g. Self-employed persons must carry Worker's Compensation coverage as directed by the Allegany County Attorney. Contractor shall submit an original Certificate of New York State Worker's Compensation Insurance Coverage form WC 88 31 21 C, which indicates the contractor's compliance, to be approved by the County Attorney prior to the contractor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.
- h. Worker's Compensation Insurance Exemption: Contractors claiming to be exempt from the requirement to carry/provide Workers' Compensation Insurance shall submit a fully executed CE-200 form; the form to be complete, notarized, and stamped as received by the New York State Workers' Compensation Board.

### **Sales Tax Exemption**

The County of Allegany is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties within the State of New York.

### **Protection from Claim Against or Equal**

In the event of any claim concerning or relating to the issue of equal or better, the contractor agrees to hold the County of Allegany free and harmless from any and all claims, legal fees and court costs for loss or damage arising out of this transaction for any reason whatsoever.

### **Addendum/Addenda**

Addendum issued prior to the County's receipt of bids: It shall be the responsibility of each contractor, prior to submitting its bid, to check the Allegany County website: [www.alleganyco.gov](http://www.alleganyco.gov) for all addendums.

It is a requirement that the contractor sign, date and include the addendum with its bid submittal. Failure to do so may result in rejection of bid.

### **Multiple/Alternate Bid Submittal(s)**

For those contractors intending to submit multiple/alternate bids in response to this bid solicitation; the contractor is required and shall submit a completed bid document packet for each bid submitted. Note: If there is a bid surety requirement, one (1) surety instrument, written for the highest required amount, shall suffice.

### **Submittal of Bid(s)**

Those submitting bids do so entirely at their expense. There is no express or implied obligation by the County of Allegany to reimburse any firm or individual for any costs incurred in preparing or submitting a proposal, in preparing or submitting additional information requested by the County, or for participating in any selection interviews.

Sealed bids are due to the County Administrator Carissa Knapp, 7 Court Street, Rm 213, Belmont, New York 14813 by 4:00 p.m. Friday, December 1, 2023.

The bid shall be submitted in a sealed envelope with the following marked on the outside: Print your company's name in the upper left corner. In the lower left corner print: **"Sealed bid for Election Voting**

## **Machines with Accessories, Services, & Warranties.”**

The envelope shall be addressed to **County Administrators Office, 7 Court Street, Room 213, Belmont, New York, 14813**. Bids shall be received at the County Administrators Office, up to the time specified, at which time bids shall be opened and read publicly. **Facsimile and e-mail transmitted bids are not acceptable and shall be rejected.**

Security procedures are in effect at the Allegany County Office Building. Interested parties, especially contractors who intend to hand deliver bids and/or conduct business with the County Administrator's Office, should allow sufficient time for any delay which may arise as a result of security procedures.

All bid proposal pages shall remain intact and be submitted with the bid.

### **Business Hours**

Contractors will maintain normal business hours during the time in which the material bid will be needed by the County. Bidders agree that normal business hours shall mean 8:00 a.m. to 4:00 p.m. Bidders also acknowledge and agree that on some occasions it may be necessary to open before or remain beyond normal business hours in order to provide the county with the material.

Where in this bid, compliance with a certain standard (or standards) is required, the awardee shall be required to comply with said standard(s) in its most recent revised form: i.e. the most current revision. The term “standard(s)” shall include, but is not limited to, all laws, mandates, regulations, etc. established by government bodies, as well as established industry and professional standards.

Regardless of whether or not standards\* are specified herein, it shall be deemed a requirement that all awardees adhere to the most current Government, Industry and Professional standards; regardless of whether those standards are established via dictum or “common practice.”

### **Compensation:**

Payment shall be rendered to the contractor(s) for satisfactory compliance with general terms, conditions, and specification of this bid. Invoice terms shall be net 30 days. The County normally processes invoices for payment bi-monthly, according to a regular established schedule.

### **Late Bids:**

Contractors shall bear sole responsibility for the delivery of their bid in a timely manner. Reliance upon the U.S. Postal Service or other carriers is at the contractor's risk. Late bids will not be considered and shall be returned unopened.

### **Right of County to Seek Clarification, Accept or Reject Bid(s)**

The County of Allegany reserves, as its right, the right to require clarification from the contractor for the purpose of assuring a full understanding of the contractor's responsiveness to the solicitation requirements.

The County of Allegany reserves, as its right, the right to reject any and all bids (or separable portions thereof); the right to waive irregularities and technicalities; and the right to request resubmittal of bids (re-bid).

### **Civil Rights**

The County of Allegany, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Labor Law; Article 8- Public Work, Section 220e hereby notifies all contractors will affirmatively ensure that any contract awarded as a result of this bid solicitation will be awarded without discrimination on the grounds of race, color, sex or natural origin.

**Award of Bid**

For the purpose of this bid and subsequent award(s), it is intended that award(s) will be made on a line-item basis. Bids shall be awarded to qualified and responsible contractor(s) who sufficiently meet the terms, conditions, and specifications stated herein. However, under all circumstances and all statements to the contrary notwithstanding, the County of Allegany reserves as its right, the right to determine award(s)/awardee(s) in accordance with the best interest of the County of Allegany.

Award of bid is not made at the bid opening. All bids are subject to final review and acceptance by the County Administrator and by the Allegany County Board of Legislature before any award may be made.

**Executory Clause**

The County of Allegany shall have no liability under any contract or contracts to any contractor or to anyone else beyond funds appropriated and available for the purposes of this bid document and resultant contract(s).

**Assignability**

The contractor shall not assign, transfer, convey, sub-contract, sublet or otherwise dispose of all or portions of this contract (and/or work to be performed as a result of the contract) or its right, title, or interest to any other person, company, or corporation, without prior written consent of the County Administrator.

**Delivery**

Contractor shall guarantee delivery of services in accordance with such delivery schedule as may be provided in the specifications and Bid.

**Contractor's Failure to Comply**

The contractor's failure to perform in compliance with the bid award shall result in withholding of payment. The payment shall be withheld until such times as the contractor fulfills its responsibilities. Compliance shall be determined by and to the satisfaction of the County of Allegany. Such action would not necessarily preclude further initiatives on the part of the County of Allegany to protect and preserve its interest.

**Cancellation of Contract**

The County of Allegany reserves, as its right, the right to cancel the contract(s) resulting from an award of this bid solicitation at any time during the contract period, without penalty to the County of Allegany and without stated reason, by delivering a written ten (10) day notice of intent to the contractor(s) or its representative(s). Said notification mailed to the contractor or its representative via the U.S. Postal Service; First Class mail shall be considered sufficient and delivered.

Award will be made to the lowest responsible qualified bidder whose proposal complies with all of the provisions required to make it formal based on the total cost of the work listed.

**PURPOSE | BACKGROUND**

**The Allegany County Board of Elections is seeking bids from qualified vendors to replace its current voting system. This will include the purchase of a Voting System that will provide a Ballot Marking Device with paper trail and should include the following:**

- **ADA compliant ballot marking devices with paper trail capability**
- **Precinct ballot scanning devices**

- High-speed scanners for absentee
- Election management tabulation and reporting Software
- Election definition and ballot programming software

The Allegany County Board of Elections serves 26,245 registered voters. For a typical election, we have 30 Election Day Poll Sites with 39 precincts and 2 early voting locations.

The voting system purchased by the election commission must meet the following minimum requirements:

- Certified by the U.S. Election Assistance Commission to, at a minimum, the 2005 Voluntary Voting Systems Guidelines
- Certified by the New York State Board of Elections.
- Should have accessibility features to allow voters with disabilities to vote independently and privately.
- Should be delivered, fully implemented, and training completed by January 1, 2024, and ready for first use in the April 2, 2024, Election.

#### System Description and Implementation

- Describe the overall system for your proposed solution, including hardware and software. In that description, include the benefits of your system.
- Provide any manufacturing process certifications you have received for the components offered. Provide details regarding the location where components are sourced and where the voting system hardware and software are manufactured.
- Confirm that all equipment proposed shall be new or newly manufactured, not reconditioned or refurbished in any way.

#### ADA compliant Ballot Marking Device with paper trail

Describe the functionality of your proposed ADA ballot marking device with paper trail capability. Describe the following:

- Ease of use by voters and election officials
- Accessibility features
- Support of split precincts or multiple ballot styles on a single unit
- Options to ensure activation of the proper ballot style for each voter
- Preventing the voter from over-voting
- Allowing under-votes but notifying the voter of their right to cast votes for all contests for which they are eligible
- Allowing voters to make multiple selections for a single contest when applicable
- Process for casting a write-in ballot



- Sample ballot generated by ADA device and ballot features
- Differences between machine marked ballots and hand marked paper ballots
- Summary of selections presented to voters
- Troubleshooting features for election officials
- Opening and closing procedures for election officials
- Internal backup in the event of loss of power, including alerts to election officials
- Supplies needed for operation, such as paper and toner
- Provide picture of Ballot Marking device with included ADA accessories and ADA compliant stand for voting
- Provide dimensions of ballot marking device and stand
- Transportation, portability features of device and stand

#### **Precinct Ballot Scanner Device**

Describe the scanner used in precinct for scanning ballots and tabulation along with ballot box. Describe the following:

- Ease of use by voters and election officials
- Clarity to voter and election officials that ballot has been cast
- Poll opening and closing procedures, including printing of a zero tape in the morning and results tapes in the evening
- Safeguards to ensure votes are not cast until polls open and cannot be cast after the last voter in line at the close of polls casts a ballot
- Troubleshooting information for election officials
- Internal Battery backup in the event of loss of power, including alerts to election officials
- Procedures to clear any jammed cards or ballots
- Capability to read variety of selection marks on ballots
- Process for importing results for tabulation
- Method of preservation of scanned ballot images
- Supplies needed for operation, such as external memory devices
- Provide picture of scan device and ballot box
- Provide dimensions of scan device and ballot box
- Transportation, portability features of device and ballot box

**\*NOTES:**

While the County of Allegany has written this Bid to be as complete as possible in its statement of what the total system shall consist of, the proposer shall include and specifically explain and separately price in its proposal any item or service that is not mentioned in the Bid and that the proposer believes is necessary to include. Omission of essential items or functions by the successful proposer will result in the vendor providing the permitted item(s) at no cost to the County of Allegany as part of the total system installed.

**ALLEGANY COUNTY'S BID FOR THE SUPPLY OF FORTY (40) NEW AND UNUSED 2023 OR CURRENT MODEL YEAR HEAVY DUTY ELECTION VOTING MACHINES WITH ACCESARIES, SERVICES, DELIVERY, SETUP, & WARRANTIES AS SPECIFIED**

**YOU MUST COMPLETE AND RETURN THE BID PRICING FORM IN THIS DOCUMENT**

**BID PRICING FORM**

**NOTES:** Within reason, please submit any information that you think would be helpful to the County of Allegany in making their decision.

**Bidders must bid all items listed.**

<b><u>DESCRIPTION</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>QUANTITY</u></b>	<b><u>TOTAL PRICE</u></b>
<b><u>-Digital ballot scanner.</u></b>	\$ _____	<u>40</u>	\$ _____
<b><u>-Ballot box w/ transport bag and privacy screens for use with Digital ballot scanner.</u></b>	\$ _____	<u>40</u>	\$ _____
<b><u>-Bag for easy and secure removal and transport of ballots from ballot box.</u></b>	\$ _____	<u>40</u>	\$ _____
<b><u>-Wheeled cart to securely transport ballot box.</u></b>	\$ _____	<u>40</u>	\$ _____
<b><u>-Wheelchair-accessible voting booth w/ transport bag and privacy screens for ballot marking device.</u></b>	\$ _____	<u>35</u>	\$ _____

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>QUANTITY</u>	<u>TOTAL PRICE</u>
<u>ADA Compliant Ballot Marking Devices with Paper Trail Capability.</u>	\$ _____	<u>35</u>	\$ _____
<u>-Laser printer w/ toner cartridge for report printing.</u>	\$ _____	<u>35</u>	\$ _____
<u>-Small table for printer.</u>	\$ _____	<u>35</u>	\$ _____
<u>- High-speed Scanners for Absentee Ballots</u>	\$ _____	<u>1</u>	\$ _____
<u>-Build software; includes Data.</u>	\$ _____	<u>1</u>	\$ _____
<u>-Count software.</u>	\$ _____	<u>1</u>	\$ _____
<u>- Election Management Tabulation &amp; Reporting software w/ 5-year warranty.</u>	\$ _____	<u>1</u>	\$ _____
<u>-Election Definition &amp; Ballot Programming Software.</u>	\$ _____	<u>1</u>	\$ _____
<u>-24" Flat Panel Monitor for use with Workstation.</u>	\$ _____	<u>2</u>	\$ _____
<u>-Laser printer w/ toner cartridge for report printing.</u>	\$ _____	<u>2</u>	\$ _____
<u>-Flash memory card/audio card for use with devices.</u>	\$ _____	<u>100</u>	\$ _____
<u>-Electronic security token.</u>	\$ _____	<u>4</u>	\$ _____
<u>-6-bay charger for voting device battery.</u>	\$ _____	<u>1</u>	\$ _____
<u>-Implementation Services Includes training, acceptance testing, project management, and on-site support for the first election on the voting system.</u>	\$ _____	<u>1</u>	\$ _____
<u>-Annual license and support fee.</u>	\$ _____	<u>1</u>	\$ _____
<b><u>GRAND TOTAL - \$</u></b>			

**\*Delivery is to be within forty-five (45) days of the award of the Bid. Any deviation from this should be explained in writing.**

**PROPOSAL/BID**

THE UNDERSIGNED PROPOSES TO PROVIDE SAID SERVICES required by the County of Allegany as set forth in the enclosed bid. The successful bidder shall be obligated to furnish said services and products as set forth in this bid. The successful bidder shall be the person or corporation submitting the lowest bid meeting all specifications.

Where a definite brand is specified, it is not intended that a definite quality level is established. The determination as to whether an alternate product is or is not equal shall be made by Allegany County.

Sufficient information must be submitted with your bid to allow Allegany County to determine if the product is acceptable and meets the needs of Allegany County. Final determination shall be made by the County.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signed by Title

\_\_\_\_\_  
Date Email

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

**NON-COLLUSIVE BIDDING CERTIFICATION**

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:

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;

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

No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit, a bid for the purpose of restricting competition.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

State of \_\_\_\_\_ ) County of \_\_\_\_\_ ) ss:

On the \_\_ day of \_\_ in the year \_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis on 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 as instrument.

\_\_\_\_\_  
Notary Public

Note: If bidder is a corporation, the corporate name and title of officer signing must be stated.

**HOLD HARMLESS CLAUSE**

The agent shall at all times defend, indemnify and hold harmless the County of Allegany and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge, or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.

PLEASE PRINT OR TYPE:

Company Name: \_\_\_\_\_

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Federal Employee ID# \_\_\_\_\_

Bid Name: \_\_\_\_\_

## **IRANIAN ENERGY SECTOR DIVESTMENT**

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

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

Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

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.

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:

“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).”

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

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 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:

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

The County of Allegany 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 Allegany 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

\_\_\_\_\_

State of \_\_\_\_\_ ) County of \_\_\_\_\_ ) ss:

On the \_\_ day of \_\_ in the year \_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis on 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 as instrument.

\_\_\_\_\_  
Notary Public



**APPENDIX A**

**ALLEGANY COUNTY’S STANDARD INSURANCE REQUIREMENTS**

Insurance shall be procured and certificates of Insurance delivered to the County Attorney’s Office, The County department responsible for the agreement, and the Clerk of the County Board of Legislators prior to commencement of work or delivery of merchandise or equipment. The Certificates of Insurance shall be made to the County of Allegany, County Office Building, Belmont, New York 14813, they must comply with all coverage specifications of the contract; and they must be executed by an insurance company and/pr agency or broker licensed by the Insurance Department of the State of New York. The “ACCORD” form certificate may be used, provided the following two additions are added to the form verbatim:

- A. **ACKNOWLEDGMENT:** The insurance companies providing these coverages acknowledge that the named insured is entering into a contract with Allegany County in which the named insured agrees to defend, hold harmless, and indemnify the County, its officials, employees, and agents against all claims resulting from work performed, material handled, and services rendered by the fullest extent allowed by law. The contractual liability coverage evidence above covers the liability assumed under the County-Contractor agreement.
- B. Prior to non-renewal or cancellation of these policies, at least thirty (30) days advance written notice shall be given to the Allegany County Attorney’s Office and the County Department requesting this certificate before such change shall be effective, except that five (5) days advance written notice shall be sufficient for Certificates from the State Worker’s Compensation fund.

**MINIMUM COVERAGE LIMITS ARE AS FOLLOWS:**

Policy	Construction and Maintenance	Professional Services	Property Leased to Others or Use of Facilities or Grounds	Concessionaires Services	Livery Services	All Purposes Public Entity Contracts
Comp. Gen. Liab*	\$1,000,000 per occurrence, \$2,000,000 aggregate CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Prem. & Ops.	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Prods/Compl Ops	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Independent Cont	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Contractual	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE					
X.C.U	INCLUDE					
Personal Injury		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Liquor Law			INCLUDE			
Host Liquor						INCLUDE
Auto Liability	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess Umbrella Liability *	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Worker’s Compensation & Employers Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Professional Liab.		\$1,000,000				

Allegany County shall be named as additional named insured on all policies for purposes of coverage but not the payment of premium. \*The comprehensive general liability can be met by one or more policies or in combination with an excess umbrella liability policy. No umbrella policy is required if underlying coverage is at least \$1,000,000. Bid specifications of particular contracts, leases, or agreements may require alternative coverage and limits, which must be evidence on the certificate in lieu of the coverages specified above. The expiration date for any claims made policy must be at least ninety (90) days after the expiration of the contract for services for final delivery of any products.