



REQUEST FOR  
PROPOSALS FOR  
STRATEGIC  
PLANNING SERVICES  
Allegany County, NYS

Allegany  
COUNTY  
New York

**ABSTRACT**

The Allegany County Administrator and the Office of Economic Development is requesting proposals for a consultant to develop a comprehensive five-year strategic plan to achieve workforce development, economic growth and job retention and expansion in Allegany County.

Proposals Due By: 4:00 p.m. on Friday,  
January 13, 2023.

# Request for Competitive Sealed Proposals for Strategic Planning Services Public Notification Provided week of December 5, 2022

## 1. General Provisions:

This Request for Proposals (RFP) is published in order to obtain competitive prices for Strategic Planning Services.

## 2. Project Manager:

Carissa M. Knapp, County Administrator, 7 Court Street, Room 213, Belmont, NY 14813.

Telephone number: 585-268-9216. E-mail: [carissa.knapp@alleganyco.gov](mailto:carissa.knapp@alleganyco.gov)

## 3. Qualifications:

The County will be free to make any inquires deemed necessary to ascertain the qualification(s) of the contractor and/or the accuracy of statements made by the contractor as to its qualification(s).

## 4. Contact Information and Requirements:

Along with its response, the submitter of the RFP shall include the following information: name, address, telephone number, FAX number, e-mail address, and business website as applicable.

## 5. Proposal Cost; Budget Narrative and Justification:

The price shall be an *in toto* price per the proposed scope of services/ deliverables.

By *in toto* it is meant, the aggregate of all costs billable to Allegany County including, but not limited to, staffing, site/facilities, travel, freight, labor, materials, and equipment.

## 6. Selection of a Contractor:

Selection shall only be made from proposals submitted by qualified, responsive, and responsible entities who sufficiently meet the terms, conditions, and specifications stated herein. Allegany County however, under all circumstances and all statements to the contrary notwithstanding, reserves as its right, the right to determine the contractor in accordance with the best interest of the County. Determination of the contractor is not made at the opening of the proposals. All submitted proposals are subject to final review and acceptance by the appropriate personnel or committee(s) of the Allegany County Board of Legislators before a determination is made. Receipt of proposals by the County shall not be construed as authority to bind the County.

## 7. References:

Any response to this RFP shall contain as a minimum at least three (3) reference with contact names and phone numbers where the contractor has completed projects similar in nature in New York State.

## 8. Submission of Proposals:

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

**9. Contract Award:**

Award of the contract will be made following a review of the proposal by the County Administrator, members of the Planning & Economic Development Committee, and by any additional County staff as deemed appropriate, and approval will be made by a designated committee.

**10. Method of Award:**

The award may be made to the most responsible contractor whose proposal is determined to be in the best interest of Allegany County and who is deemed the best fit to serve the County's requirements based upon criteria stated under the scope of services of this RFP, the evaluation of references, corporate qualifications and, if deemed necessary, an interview with the contractor and the designated committee. Price will not necessarily be the determining factor in the award of the contract. All proposals will be evaluated to determine if they meet the required format and in compliance with all requirements of the Request for Proposals. Incomplete or non-responsive proposals may be rejected at the discretion of Allegany County.

**11. Contract Term:**

It is anticipated any contract resulting from this RFP shall be for a term beginning on March 1, 2023 and ending on February 29, 2024 by resolution by the Allegany County Board of Legislators. The County reserves the right to renew any contract resulting from this RFP for up to (2) two additional (12) twelve-month periods by mutual agreement of the parties in accordance with the terms of the contract, and subject to the approval of the Allegany County Board of Legislators by resolution.

**12. Cancellation of Contract:**

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

**13. Assignability:**

The contractor shall not assign, transfer, convey, sub-contract, sublet or otherwise dispose of all or portions of the contract; and/or work to be performed as a result of the contract; or its right, title or interest therein, or its power to execute such contract, or its responsibility therein to any other person, company or corporation, without the prior written consent of the Allegany County Attorney.

**12. Insurance:**

- a) This document includes an information sheet entitled: 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 Allegany County. Said insurance(s) are required to remain in effect throughout the term of the contract(s).

In the event that the contractor's insurance lapses during the term of the contract, the County 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 Allegany County being charged to the contractor. Credit shall not be issued to the contractor where open market cost(s) to the County are less than the cost(s) contracted with the contractor.

- b) Allegany County 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 only read: Allegany County, 7 Court Street, Belmont, NY 14813.

- c) Contractor will be indemnifying and insuring for cloud-based breaches not caused by the fault of Allegany County.
- d) 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, NY 14813.
- e) 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.
- f) Self-employed persons must carry Worker's Compensation coverage as directed by the Allegany County Attorney. Contractor shall submit an original Certificate of NYS 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.
- g) 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.

**13. Non-Collusive Bidding Clause and Certificate:**

- a) Clause – “By submission of this bid, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - 1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
  - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - 3) No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.”
- b) The contractor shall submit a signed and dated Non-Collusive Bidding Certificate with its bid. 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.

**14. Hold Harmless Clause and Form:**

- a) Clause – “The contractor agrees that it shall at all times save harmless the County of Allegany 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 the 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 bid. Reference the “HOLD HARMLESS CLAUSE” form included in this bid document.

**15. 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 this 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.

**16. Addendum/Addenda:**

- a) If an addendum has been issued prior to the County’s receipt of proposals, then Allegany County shall attempt to notify potential contractors known to have received the proposal documents and whose contact information is on file with the County about the addendum.

Allegany County does not ensure the potential contractor receipt of an addendum. It shall be the responsibility of each contractor, prior to submitting its proposal, to contact the County Administrator at 585-268-9217 to determine if an addendum has been issued.

- b) An addendum shall be available for review and/or copy at the County Administrator’s Office, 7 Court Street, Room 213, Belmont, NY 14813, and will also be available on the county web site at [www.alleganyco.gov](http://www.alleganyco.gov).
- c) It is a requirement that the contractor sign, date, and include the addendum with its submission.

**17. Submission of Proposals:**

- a) The contractor shall submit three (3) sets of its RFP, including all required documents (e.g. signed clauses, statements, forms, bonds, insurance, manufacturer’s specifications, etc.)
  - 1) One (1) set shall be stamped (or otherwise indicated) as being the “ORIGINAL.”
  - 2) A second set shall be stamped (or otherwise indicated) as being the “DUPLICATE” or “COPY.”
  - 3) A third set shall be a pdf scan of the entire application emailed to Carissa M. Knapp, County Administrator at [Carissa.knapp@alleganyco.gov](mailto:Carissa.knapp@alleganyco.gov).
  - 4) Information presented in the “ORIGINAL” set of the RFP submission shall prevail.
- b) The RFP shall be submitted in a sealed, opaque envelope marked on the outside with the contractor’s name and address and the designation: “Sealed Proposal: Strategic Planning Services Proposal”.

- c) The envelope shall be addressed to Carissa M. Knapp, County Administrator, Allegany County Office Building, 7 Court Street, Room 213, Belmont, N.Y. 14813. Proposals shall be received at the County Administrator's Office and will be acknowledged as received at such time.
- d) Facsimile transmitted proposals are not acceptable and shall be rejected.
- e) Security procedures are in effect at the Allegany County Office Building. Interested parties, especially respondents who intend to hand deliver bids and/or conduct business with the Allegany County Administrator's Office, should allow sufficient time for any delay which may arise as a result of security procedures. To be considered "delivered on time," a submission must be received at the County Administrator's Office by the appointed hour.
- f) You must submit a separate RFP response for each different solution you are proposing.

**18. Late Proposals:**

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

**19. Right of County to Seek Clarification, Accept, or Reject Proposal(s), etc.:**

- a) Allegany County reserves its right to require clarification from contractors for the purpose of assuring a full understanding of the contractor's responsiveness to the solicitation requirements.
- b) Allegany County reserves its right to accept or reject any and all proposals (or separable portions thereof), to waive irregularities and technicalities, and to request resubmission of proposals.

**20. 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 that it will affirmatively ensure that any contract awarded as a result of this RFP will be awarded without discrimination on the grounds of race, color, sex or natural origin.

**21. Information to be Included in the Proposal:**

- a) Title page: show the RFP subject, name of contractor's firm, local address, telephone number, name of contact person, and the date.
- b) Letter of transmittal: limit to one or two pages with the following:
  - Briefly state the contractor's understanding of the work to be done.
  - Give the names of the persons who will be authorized to make representations for contractor, their titles, addresses, and telephone numbers.
  - Give the firm's federal taxpayer's identification number.
- c) Contractor profile: State whether the firm is local, regional, or national.

Give the location of the office from which the work is to be performed and the number of partners, managers, supervisors, seniors, and other professional staff employed at that office.

- d) Summary of contractor's qualifications: in addition to minimum qualifications, identify partners, managers, and supervisors who will work on the project.

**22. Modification or Withdrawal of Proposals:**

- a) A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where proposals are to be submitted at any time prior to the scheduled time for opening of proposals.
- b) No proposal may be modified, withdrawn, or canceled for a period of one hundred twenty (120) days after the date of the proposal opening, and all proposals shall be subject to acceptance by the County during this period.

**23. Responsibilities for Work:**

The contractor assumes full responsibility for the acts and omissions of all his employees and all sub-contractors, their agents and employees, and all other persons performing work under the contract.

**24. Consideration of Proposal; Acceptance of Proposal (Award):**

- a) The award of the contract will be made by written notice of award signed by a duly authorized representative of the County and no other act of the County shall constitute the acceptance of a proposal.
- b) The acceptance of the proposal shall bind the successful contractor to execute a contract.

**25. Execution of Contract/Certificate of Insurance:**

The contractor to whom the award is made shall assist and cooperate with the County as necessary in preparing the standard County agreement for execution.

**26. Commencement of Work:**

Notwithstanding any delay in the preparation and execution of the agreement, the successful contractor shall be prepared, upon receipt of the notice of award, to commence work within a time period mutually acceptable to contractor and the County.

**27. Supportive Specifications:**

The contractor shall be responsible for obtaining all permits required to fulfill this contract and shall comply with all laws, ordinances, rules, and regulations of the jurisdictions in which the work is performed.

**28. Sales Tax Exemption:**

The County 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.

**29. Protection from Claim Against "Or Equal":**

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

**30. Evaluation Process:**

- a) After determining that a proposal satisfies the mandatory requirements stated in the request for proposal (see the section regarding eligibility criteria) the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. The award of a contract resulting from this RFP shall be based on the lowest and best proposal received in accordance with the evaluation criteria stated below.
- 1) Demonstration of successful similar projects, preferably in public sector environments.
  - 2) Qualifications of individuals assigned to the project.
  - 3) Demonstration of clear understanding of the requirements of the project.
  - 4) Ability to deliver a quality service at a reasonable cost.
  - 5) Proposal review criteria/application review process and scoring.
- b) After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the County, to clarify or verify the contractor's proposal and to develop a comprehensive assessment of the proposal.
- c) Allegany County reserves the right to consider historic information and fact, whether gained from the contractor's proposal, question and answer conference, references, or any other source in the evaluation process.
- d) It is the contractor's responsibility to submit information related to the evaluation categories, and Allegany County is under no obligation to solicit such information if it is not included with the contractor's proposal.

**31.** As a result of this RFP, Allegany County intends to enter into contract with the selected contractor to provide the services described in the scope of services section. However, this intent does not commit the County to award a contract to any responding contractor. Allegany County reserves the right, with agreement by the applicant, to accept or reject, in part or in its entirety, any proposal received as a result of this RFP if it is in the best interest of the County to do so.

**32. Questions:**

Contractor's questions will be accepted until Friday, January 13, 2023 at 4:00 p.m., and shall be submitted in writing to Carissa M. Knapp, County Administrator, 7 Court Street, Room 213, Belmont, NY 14813 or by email to [Carissa.knapp@alleganyco.gov](mailto:Carissa.knapp@alleganyco.gov). No questions will be accepted after the RFP deadline.



## **GENERAL TERMS AND CONDITIONS**

### **Scope:**

It is the intent of this RFP to obtain competitive prices for Comprehensive Strategic Planning Services. This includes developing and producing electronic copies of a draft version of the written plan for review by the County to ensure adequate opportunity will be provided for discussion of the draft plan prior to finalization. It is anticipated that a final written report (20 copies) in printed and electronic format will be provided to the County. The written report will be due by June 1 2023, or a subsequent date agreed to by the County and will include, but not be limited to:

- An executive summary describing the nature of the report, the method(s) of analysis, the primary findings, and critical recommendation(s);
- Detailed narrative analysis of each report component structured in easy-to-read sections and accompanied by explanatory support to encourage understanding;
- Clearly designated recommendations highlighted for easy reference and cataloged as necessary in a report appendix;
- Supportive charts, graphs, and diagrams, where appropriate;
- Appendices, exhibits, and attachments, as necessary.
- Present the findings in a public forum(s) to be designated by the County Administrator.

NOTE: Allegany County does not have staff to gather, collect, solicit or compile information and materials for the successful proposer. The expectation is that the successful proposer will provide an onsite presence for such activities.

### **Qualifications:**

The County shall be free to make any inquiries it deems necessary to ascertain the qualifications of the contractor and/or the accuracy of statements made by the contractor as to its qualifications.

### **Quantities:**

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

### **Price Bid:**

The contractor shall submit an *in toto* price bid. The term “*in toto* price bid” shall be understood to mean – the aggregate of all costs billable to Allegany County, as a whole cost, lump sum.

### **Standards, Codes, and Laws:**

The item proposed for sale to Allegany County shall comply with all applicable standards, codes, laws, rules, and regulations.

### **Manufacturer(s):**

The manufacturer shall be a company recognized within the industry as an experienced, reliable, and competent producer of the category specified herein.

### **Invoicing:**

Invoices shall be predicated upon quantities ordered, delivered, and accepted.

### **Contact Person:**

Questions, concerns, and/or requests for clarification specific to the RFP should be directed to Carissa M. Knapp, County Administrator, 7 Court Street, Room 213, Belmont, NY 14813, phone: 585-268-9217, or email [Carissa.knapp@alleganyco.gov](mailto:Carissa.knapp@alleganyco.gov).

## **PURPOSE**

Allegany County, through the Allegany County Administrator and the Allegany County Office of Economic Development, is seeking a request for proposals for the development of a comprehensive five-year strategic plan.

## **BACKGROUND**

Allegany County, New York is situated along the upper Genesee River and shares borders with Livingston County to the northeast, Steuben County to the east, Cattaraugus County to the west and Wyoming County to the northwest. Allegany County borders Potter County, PA to the southeast and McKean County, PA to the southwest. The County is known as the Western NY Wilds and is home to about 47,000 year-round residents, in addition to numerous second home owners. The county is comprised of 29 towns and 10 quaint villages and geographically spans 1,035 square miles of wildly beautiful, mostly rural landscape.

The requested study is part of the County's efforts to define and implement strategic goals to promote economic development in the County. Government leadership is dedicated to cultivating an environment that embraces the Western New York Wilds — a wildly beautiful destination to live, work, and play in Allegany County.

## **OVERVIEW OF THE ALLEGANY COUNTY OFFICE OF ECONOMIC DEVELOPMENT**

The Allegany County Office of Economic Development *works in collaboration with the Allegany County Industrial Development Agency (ACIDA) and the Allegany County Capital Resource Corporation (ACCRC)*. Together, these organizations assist companies, not-for-profits, and aspiring entrepreneurs with achieving capital gains, economic growth, and job retention and expansion in Allegany County.

**The ACIDA** was formed in 1972 to provide incentives to qualifying businesses that make significant capital investments in Allegany County and create and retain jobs. These incentives take the form of real property tax abatement and sales tax and mortgage recording tax exemptions for a period of time on the new investment.

**The ACCRC** was formed to assist in economic development initiatives in Allegany County and to provide support and assistance to not-for-profit organizations. The ACCRC provides incentives to qualifying civic and not-for-profit businesses that contribute to the quality of life in Allegany County and create and retain jobs. ACCRC may issue tax-exempt financing for civic facilities. Financing may take the form of bonds, notes, and other obligations.

Together these organizations work to accomplish a common mission by:

- Supporting entrepreneurship and innovation in strategic sectors of the economy by providing a world-class environment for technology-led development.
- Providing technical assistance, incentives, and other forms of direct support to enable strategic industry sectors to succeed in the global economy.
- Working with a variety of public and private organizations to ensure that Allegany County's workforce has world-class technical skills.
- Actively participating in efforts that maintain and improve the County's quality of life, especially in its communities so that it can continue to attract and retain world-class talent and enterprises.
- Continually monitoring the County's business climate to ensure that it remains a premium location for technology-led development.
- Working to develop and maintain the necessary 21<sup>st</sup> century economic development infrastructure.

## **SCOPE OF WORK**

The contracted consultant will develop a comprehensive strategic plan to include, but not be limited to, the following key areas of work:

- Assessing the county's economic development outcomes compared to regional, state, and national outcomes
- Analyzing local data and trends to identify issues that impede economic development in the County
- Defining solution and results oriented steps to overcome identified barriers for success
- Facilitating meetings and strategic planning interviews with advisory boards, staff, and external stakeholders as needed for an in-depth understanding and to encourage stakeholder and community involvement in the

- strategic planning process.
- Completing a SWOT analysis.
- Using available data and industry trends identify strategic goals focused on workforce development including recommending organizational framework and enhancing resources in Allegany County.
- Identifying and prioritizing short and long-term goals and strategies to effectively position Allegany County Economic Development for continued success.
- Recommending methods to support, monitor and evaluate outcome results and achievement of goals.
- Assist staff and Advisory Board with presenting the Economic Development Strategic Plan for formal approval and adoption by the Allegany County Board of Legislators, the ACIDA Board and the ACCRC Board.
- A written description of the proposed process, activities, and the anticipated timeline for completion.

## **QUALIFICATIONS**

Eligible proposers will be those individual consultants, companies, and institutions that have the following qualifications:

- Proposer should have relevant experience working with non-profit, public, and private economic development organizations to develop strategic plans that respond effectively to internal, external, political, and fiscal realities.
- Proposer should have experience working with governments and private agencies responsible for the administration or operation of Economic Development services.
- Proposer should possess a proven track record of reviewing economic development outcomes and operations and making “attainable” recommendations that are legal, ethical, take into consideration existing service agreements and budgets, and can actually result in positive outcomes.
- Knowledge of federal and New York state laws, regulations, and accepted standards for economic and workforce development.
- The contractor shall propose and use industry recognized research methodologies to accomplish this scope of work.
- Proposals that demonstrate regular engagement in similar work covered by the specifications for at least three (3) years prior to the date of the work subject to this RFP will be evaluated more favorably. In order to assist the County in determining the responsibility of the proposer, the proposer shall provide the County, in writing, with evidence of their experience and familiarity with the work specified and the financial ability to undertake the proposed work. The evidence requested, without being limited, should include the following:
  - The proposer’s performance record with listing of work of a similar character; and
  - Such additional information as will satisfy the County that the proposer is adequately prepared to perform the work subject to this RFP.

# REQUEST FOR PROPOSALS FOR ECONOMIC DEVELOPMENT STRATEGIC PLANNING SERVICES

**PROPOSAL DUE DATE:** Friday, January 13, 2023

Submission may be mailed or hand delivered. In addition, a pdf scan of the entire proposal must be emailed to Carissa M. Knapp, County Administrator at [Carissa.knapp@alleganyco.gov](mailto:Carissa.knapp@alleganyco.gov).

**SUBMIT TO:** Carissa M. Knapp, County Administrator  
7 Court Street, Room 213  
Belmont, NY 14813

The undersigned, having an integral understanding of the objective, terms and conditions, specifications and contractor's responsibility as stated in these documents, does hereby submit a quote for the provision of services as stated below and pursuant to the Request for Proposal.

PLEASE PRINT OR TYPE	
Company Name:	Federal Employer ID:
Company Address:	
Name:	Title:
Signature:	Date:
Telephone Number:	Fax Number:
E-mail Address:	
Business Website:	

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

IRANIAN ENERGY SECTOR DIVESTMENT

1. Contractor/proposer hereby represents that said contractor/ proposer follows 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 (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.
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)."

Allegany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
  - a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  - b) The County of Allegany has decided 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.

IRANIAN ENERGY SECTOR DIVESTMENT

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

STATE OF NEW YORK, COUNTY OF ALLEGANY) 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 of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

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

**NON-COLLUSIVE CERTIFICATE**

By submission of this 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 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 contractor or with any competitor;
2. Unless otherwise required by law, the prices which have been proposed in this proposal have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or in-directly, to any other contractor or to any competitor; and
3. No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose or restricting competition.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME PRINTED/TYPED: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

PROPOSAL TITLE: \_\_\_\_\_

**HOLD HARMLESS CLAUSE**

As a successful contractor, I shall hold harmless the County of Allegany and representatives thereof from all suits, actions or claims of any kind brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safe-guarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising or recovered under any law, ordinance, regulation or decree.

NAME OF COMPANY: \_\_\_\_\_

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

PROPOSAL TITLE: \_\_\_\_\_



**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/or agency or broker licensed by the Insurance Department of the State of New York. The "ACORD" 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 to the fullest extent allowed by law. The contractual liability coverage evidenced 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:**

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

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 or particular contracts, leases, or agreements may require alternative coverage and limits, which must be evidenced 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 or final delivery of any products.

## APPENDIX B

### INDEPENDENT CONTRACTOR / AGENTS / VENDORS ACKNOWLEDGEMENT FORM

Allegany County has developed a Corporate Compliance Plan (the “Plan”) that states that the County, its employees, contractors, and County Legislators will adhere to applicable federal, state and local laws and regulations and internal policies and procedures.

The Plan is a combination of policy and procedure that assists the County to monitor, detect and correct actions that are not in compliance with applicable laws or County policies and procedures.

As our Agent, we expect that you will act in compliance with the laws that are applicable to the County and in compliance with County policies and procedures that set forth the overarching principles for conducting County business with integrity based on sound ethical and legal standards.

As our Agent, we also expect you to report any suspected or potential violations of law or County policies and procedures of which you become aware by contacting the County Administrator at (585) 268-9217.

As our Agent, we expect you to understand your role in the Plan and we expect you to review any policies and procedures that are applicable to you and your organization. You may contact the County Administrator for any questions or clarifications of your responsibilities.

As an Agent of the County of Allegany, I hereby acknowledge the following:

- I acknowledge that on behalf of myself and my organization that I have read, have had an opportunity to ask questions about and that I understand the policies and procedures of the Plan that are applicable to the services that are provided to the Department.
- I understand and agree that I and all those in my organization who provide services to Allegany County must comply with the Plan and all laws, regulations, policies, procedures and other guidance applicable to the services.
- I agree on behalf of myself and my organization to fully cooperate with the implementation of the Plan, to participate in any auditing or monitoring processes and to report any instances of possible violations of law, regulations or policies that are applicable to Allegany County of which I become aware.
- I acknowledge that Allegany County maintains a hotline for the purpose of receiving notifications of possible violations of law, regulation and the Plan.
- I understand that my failure to report any concerns regarding possible violations of law, regulations or the Plan may result in corrective action, up to and including termination of my agreement with Allegany County.
- I attest on behalf of myself, my organization, and my employees, that I am not currently excluded from participation in federal or state health care programs, am not the subject of any pending exclusion proceeding, and have not been adjudicated or deemed to have committed any action that could subject me or my organization to exclusion from government programs such as Medicare or Medicaid.

- I will notify Allegany County within three (3) business days of receipt of notice of (a) exclusion or proposed exclusion from a state or federal health care program, or (b) adjudication or other determination that I, my organization, or the organization employees, have committed any action which could lead to exclusion from a government program.
- I acknowledge that I will be responsible to make the County whole for any federal or state-imposed losses that were a result of federal or state exclusions of our agency or employees.
- I acknowledge that Allegany County may terminate my contract immediately upon notice that I or my organization has been excluded from participation in a state or federal health care program or that I or my organization have been adjudicated or determined to have committed an action which could subject it to mandatory exclusion.

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Agency Signature

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Print name

---

Title

---

Date

**CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p><b>1a. Legal Name &amp; Address of Insured (Use street address only)</b></p>   <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p><b>1b. Business Telephone Number of Insured</b></p> <p><b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b></p> <p><b>1d. Federal Employer Identification Number of Insured or Social Security Number</b></p>
<p><b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b></p>	<p><b>3a. Name of Insurance Carrier</b></p> <p><b>3b. Policy Number of entities listed in box</b></p> <p><b>"1a" 3c. Policy effective period</b></p> <p><b>3d. _____ to _____</b></p> <hr/> <p><b>3e. The Proprietor, Partners or Executive Officers are included. (Only check box if all partners/officers included)</b>  <b>all excluded or certain partners/officers excluded.</b></p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.***

**Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

(Pri Name of authorized representative or licensed agent of insurance carrier.

Approved by: \_\_\_\_\_  
 Title:  
 Date:

Telephone Number of authorized representative or licensed agent of insurance carrier:  
**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF \_\_\_\_\_ }

: SS.: \_\_\_\_\_

COUNTY OF \_\_\_\_\_ }

On the \_ day of \_\_\_\_\_ in the year 2021, before me personally appeared,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did \_\_\_\_\_  
depose and say that

he resides at \_\_\_\_\_, Town

of \_\_\_\_\_,

County of \_\_\_\_\_, State of

\_\_\_\_\_ ; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

(If an individual): \_he executed the foregoing instrument in his/her name and on his/her own behalf.

(If a corporation): \_he is the \_\_\_\_\_

of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(If a partnership): \_he is a \_\_\_\_\_

of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

(If a limited liability company): \_he is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that \_he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public Registration No.

\_\_\_\_\_