

# CHAUTAUQUA COUNTY PURCHASING DEPARTMENT

## REQUEST FOR PROPOSALS



PROPOSAL NO. RFP-3-25 DMHDSS  
ADMINISTRATOR FOR RENTAL SUPPLEMENT PROGRAM

PROPOSAL ISSUE DATE:	March 25, 2025
QUESTIONS DUE BY:	April 8, 2025
PROPOSAL DUE DATE:	April 22, 2025
TIME:	3:30 PM

RESPOND TO:

ATTN: BRANDI McINTYRE, PURCHASING AGENT  
454 N. WORK STREET  
FALCONER, NY 14733  
EMAIL: [mcintyrb@chqgov.com](mailto:mcintyrb@chqgov.com)

*PJ WENDEL, JR.*  
COUNTY EXECUTIVE

*KITTY CROW*  
DIRECTOR OF FINANCE

*BECKY ANDERSON*  
PURCHASING MANAGER

*BRANDI McINTYRE*  
PURCHASING AGENT

*NICOLE PATTISON*  
PURCHASING AGENT

*TINA HUCKABONE*  
PURCHASING AGENT

### **1. Intent of Proposal:**

The Chautauqua County Department of Mental Hygiene and Social Services, Division of Social Services is seeking proposals for the purposes of administering the County's Rental Supplement Program. The intended Contract period is April 1, 2025 through March, 31 2028.

### **2. Background:**

The New York State Fiscal Year 2023 – 2024 Budget appropriates \$100 million to provide rental supplement to individuals and families, both with and without children, who are experiencing homelessness or are facing an imminent loss of housing, regardless of immigration status. While all funding is subject to legislative enactment each year, continuing funding support is expected.

To distribute these funds, the New York State Office of Temporary and Disability Assistance (OTDA) created the New York State Rental Supplement Program (RSP) in 2022. The program is currently administered by Chautauqua County Department of Mental Hygiene and Social Services, Division of Social Services.

The program year 2024-2025 RSP district allocations have been determined based on each district's relative share of TA households as of March 31, 2022, as well as the distribution of renter households under 30% of the local AMI, based on the US Census Bureau 2015-19 Public Use Microdata Sample. RSP allocations may be adjusted in future award years based on factors including statewide utilization and ongoing local rental supplement needs.

### **Priority Consideration will be based on proposals with any of the following components:**

- Agencies with existing programs assistance with eviction prevention, rapid rehousing, and rental subsidy programs.
- Agencies with existing payment relationships with Chautauqua County landlords
- Agencies with existing relationships with DSS and the local Continuum of Care (COI)
- Agencies participating in coordinated entry.
- Agencies that minimize administrative costs to below 15% spending limit

### **3. Specification for Services:**

Funding availability through the New York State Rental Supplement Program (24-LCM-02) is available on a yearly basis and subject to yearly plan approval by OTDA. Chautauqua County's allocation from New York State for program costs in its entirety is \$645,332 for April 2024 – March 2025 and is expected to be renewed for the same amount starting April 2025. The full amount of allocation is available for the

contracted agency through this RFP starting the new program year, April 2025. Funding has a 15% spending limitation on administrative costs.

It is expected that the contracted agency participates with DSS to develop a RSP plan based on the following requirements. The plan development should make all efforts possible to maintain eligibility for existing customers in the RSP based on the County's current plan.

*RSP eligibility and program requirements:*

- Eligible participants are individuals and/or families, both with and without children, who are experiencing homelessness or facing an imminent loss of housing, regardless of immigration status;
- Household income shall be no more than 50% of area median income (AMI) at the time of application based on location and household size, with initial priority given to households who earn no more than 30% of AMI;
- Rental supplement amounts shall be set at 85% of local Fair Market Rent (FMR) values
- At least 50% of the supplements shall be allocated for households who are currently in a shelter or experiencing homelessness, unless sufficient demand does not exist for such households within the district;
- A household's financial contribution will be limited to 30% of their household's total earned and/or unearned income, temporary assistance benefits are excluded from financial contribution determination;
- Supplements are to be provided until a household's total monthly rent is 30% or less than their total monthly income, at which point the housing will be considered affordable for the individual/family and the supplement will end; and
- Receipt of TA is not a requirement for determining eligibility for the RSP.

*Additionally, agency must make sure they have policies and procedures in place to:*

- Establish that the supplement recipient is the primary tenant (e.g., require a lease or other documentation);
- Establish the rent obligation of the supplement recipient and how contributions from individuals outside the household will be taken into consideration;
- Take reasonable steps to prevent the duplication of benefits;
- Establish a process for handling fraudulent applications, including a procedure for recouping funds, if necessary; and
- Establish a process for reviewing and considering appeals of applications that are denied or vouchers that are reduced or ended.

*RSP Plans must provide a comprehensive outline of the agency's proposed program and must address, at minimum, the following:*

1. Specific details regarding how eligibility for a rental supplement will be determined as well as any target populations identified;
2. The process for handling modifications (moves, rent increases, changes in household composition, etc.);
3. A description of the forms and/or notices that will be used to facilitate the application and determination process. When households requesting a supplement do not meet the criteria set forth in the district's plan, the denial/closing letter must support the decision by explaining the criteria and the district's decision that the household does not meet such criteria. An award letter must be provided to both the tenant and landlord and must detail the amount approved to be paid on a monthly basis, months/term included and any applicable tenant protections resulting from receipt of the RSP; Chautauqua County has forms available for all required elements that the agency can choose to adopt.
4. An explanation of whether there will be any health and safety standards that must be adhered to prior to paying rental supplements at a specific location.

Eligibility is determined based on a household's current monthly income at the time of application. Applications are to be accepted on a first come, first-served basis according to the eligibility parameters set forth at the local level. Districts must establish a recertification process, including the length of the local recertification period, but recertifications shall occur at least annually.

While agency has flexibility in determining the overall design of their local RSP, they are encouraged to make extra efforts to ensure prioritization of certain households, such as those with children under the age of six, single individuals with a history of housing instability, veterans, individuals and families experiencing domestic violence (DV), and other victims of violence. Though TA eligibility is not a factor in determining eligibility for the RSP, operators are encouraged to refer RSP applicants for assistance applying for applicable benefit programs, such as TA, Home Energy Assistance Program (HEAP), Supplemental Nutrition Assistance Program (SNAP), Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI).

Notifications regarding eligibility determinations (e.g., approvals, denials, and closings) must be maintained in the case record for a minimum of six years following submission of the final expenditure report.

#### *Reporting Requirements*

As part of their participation in the RSP, agency must keep data about each household that participates in the RSP program, from the point of application throughout participation in the program and must submit the Excel RSP Reporting Workbook each quarter to DSS for submission to OTDA. These quarterly reports are the basis for the annual report required by the RSP

legislation. These quarterly reports will also allow districts and the State to answer questions, many required by the RSP legislation, about how the RSP is being implemented in each district and to inform future programs to support those in need of housing in New York State.

OTDA has provided a template with the household-level data elements that are required to complete the Excel RSP Reporting Workbook. The Excel RSP Reporting Workbook must be submitted as long as there are still clients receiving a supplement through this program.

## **GENERAL TERMS AND CONDITIONS**

### **SECTION 1: INSTRUCTIONS**

- 1.1. **RFP** - The services that are required herein are not subject to formal competitive bidding under Section 103 of New York State General Municipal Law. Chautauqua County Purchasing Policy rules in this case require selection of a contractor through a Request for Proposal process.
- 1.2. Chautauqua County encourages all qualified applicants, including Minority-Owned Business Enterprises, Women-Owned Business Enterprises, Small Business Enterprises and Disadvantaged Business Enterprises, to partake in the solicitation of these and all other services. The successful proposer must be an Equal Opportunity Employer.
- 1.3. Chautauqua County is exempt from all Federal and State taxes.
- 1.4. Insurance shall be in place prior to execution of the agreement and shall be up to date and maintained for the contract term. It is preferred that you attach samples or original certificates of insurance along with your proposal.
  - Within (5) five days receipt of the notice of award the proposer shall supply up-to-date certificates of insurance. Certificates may be e-mailed to the insurance department representative at the following address email wakamata@chqgov.com.
  - Failure to do so may be cause for the County to declare a proposal non-responsive, with the result that the award may go to the next highest scoring proposal.
- 1.5. A copy of the Chautauqua County Minimum Insurance Requirements is attached, along with a sample copy of the contract or agreement of service with terms and conditions.

- 1.6 The successful proposer must obtain Chautauqua County approval prior to utilizing a subcontractor in order to perform the requirements of this RFP.

**SECTION 2: SUBMISSION OF PROPOSALS:**

Sealed proposals shall be submitted to Chautauqua County Finance Department, Purchasing Division, 454 North Work St., Falconer, NY by April 22, 2025 at 3:30p.m.

Please include the following information on the front of the sealed envelope:

<b>Attention:</b>	<b>Brandi McIntyre, Purchasing Agent</b>
<b>Proposal No:</b>	<b>RFP-3-25 DMHDSS</b>
<b>Title of Proposal:</b>	<b>Administrator for Rental Supplement Program</b>

Any proposals, or unsolicited amendments to proposals, received after the due date and time specified on the cover page may not be considered in the review process. No faxed or e-mailed documents will be accepted. Chautauqua County takes no responsibility for any third party error in the delivery of the applications (e.g., U.S. Post Office, Federal Express, UPS, courier, etc.).

Copies of proposals shall be available in a Microsoft Word or PDF document by e-mail after all proposals have been opened and awarded.

- 2.1 No proposal will be considered which is not accompanied by pricing information for services to be rendered, and all proposals shall be signed by an authorized individual.
- 2.2 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (NYS Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: “THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW”. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

**SECTION 3: MODIFICATIONS OR WITHDRAWAL OF PROPOSAL:**

- 3.1 Questions about or requests for clarification of an item for this RFP must be submitted in writing to Brandi McIntyre, Purchasing Agent [mcintyr@chqgov.com](mailto:mcintyr@chqgov.com). Questions must be submitted prior than the date on the front of this solicitation. County responses will be submitted to all parties in the form of an Addendum to the original RFP, receipt of which must be acknowledged with each proposal submittal.
- 3.2 **Other than the contact person identified in the proposal, or their designee, prospective**

**proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.**

- 3.3 A proposal that is in the possession of Chautauqua County may be altered by a sealed letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the proposal due date. Fax, email, telephone or verbal alterations will not be accepted. A proposal that is in the possession of Chautauqua County may be withdrawn by the proposer up to the time of the proposal due date. Failure of the successful proposer to furnish the service awarded, as a result of this Request for Proposal, may eliminate the proposer from the active vendors list for a period of time as determined by the Purchasing Manager.

**SECTION 4: EVALUATION CRITERIA:**

- 4.1 The County reserves the right to seek any clarifications needed to determine the most qualified submittal and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposer's proposal and/or to determine compliance with the requirements of the solicitation.
- 4.2 **Alternatives/Value-Added Considerations:** The Proposer may include items not specified in this RFP in their proposal in which the vendor feels can be pertinent to or an added benefit to the services requested. All such alternatives must be listed separately from the proposal and the cost thereof must be separated and itemized.
- 4.3 A contract may be awarded to the proposer whose proposal achieves the highest evaluation score by the evaluation committee based on the specified criteria, and not solely on the basis of price.
- 4.4 Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of sixty (60) days from the due date of the proposals.
- 4.5 Evaluation will be performed to determine the proposers understanding of work to be performed, technical approach, potential for completing the work as specified herein, cost reasonableness, the probable cost to the County, and ranking with competing proposers.

**SECTION 5: PROPOSAL FORMAT AND SUBMITTALS:**

- 5.1 The County requests that the following format be followed when submitting your proposal:
- ✓ The title page: RFP Subject, name of proposer, address, telephone, email address,

contact person and table of contents.

- ✓ Qualifications: List of qualifications and experience to carry out the requested services. Qualification to do business in NYS, number of years in business and length of experience. Limit this to two (2) pages maximum.
- ✓ References: Include at least two references from supervisors of previous projects. Provide a list of municipal clients whom you have had past projects with that are of similar size and quality.
- ✓ Plan Implementation: This is the scope of services in terms of the proposer's plan to carry out the requested services. Limit of a total of 6 pages maximum.
- ✓ Cost Proposal Section: This shall include *all costs* associated with the proposer's plan to carry out the requested services as specified. Any cost proposal forms furnished by the County must be included in this section. Alternatives must be separated and itemized.
- ✓ Mandatory Documents: Please use the Response Checklist when submitting your proposal.

#### **SECTION 6: PREPARATION OF PROPOSAL**

- 6.1 In case of error in the extension of prices in the proposal, unit prices will govern, where applicable.
- 6.2 Proposers are expected to examine special provisions, the scope of work, schedules and instructions included in this Request. Failure to do so will be at the proposer's risk
- 6.3 The County will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

#### **SECTION 7: PROPOSER QUALIFICATIONS:**

- 7.1 Each proposer shall submit a statement of the proposer's qualifications, experience, organization, equipment, and facilities available to adequately provide the service and material necessary to fulfill the minimum specifications for this RFP, unless otherwise specified in the scope of work.
- 7.2 The County shall have the right to take such steps as it deems necessary to determine the ability of the proposer to perform obligations under the contact, and the proposer shall furnish to the County all such information and data for this purpose as may be requested.



**SECTION 8: AWARD AND CONTRACT INFORMATION:**

- 8.1 The proposer agrees that should their firm be awarded a contract, proposer will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.
- 8.2 The proposer expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and in so doing shall use the highest standards of professional workmanship.
- 8.3 Chautauqua County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the County to do so. Explanations of County decisions shall not be required except as otherwise provided by law.
- 8.4 The successful proposer will be required to enter into and sign an Agreement or an Agreement of Services (Contract) with the County with reasonable adjustments acceptable to the County. This RFP and the response of the successful proposer may become a part of the Contract and will be in effect for the duration of the contract. The Contract language will control over any conflicting language contained within this RFP.
- 8.5 The successful proposer will not commence any work, which could be billed, until a valid Contract has been executed by both the proposer and the County.

AGREEMENT

Administration of Chautauqua County's Rental Assistance Program

This Agreement is made as of [     ], by and between the following parties:

COUNTY:                    COUNTY OF CHAUTAUQUA, NEW YORK  
                              A Municipal Corporation  
                              Gerace Office Building  
                              Mayville, New York 14757-1007  
                              hereinafter called "County,"

-and-

CONTRACTOR:

hereinafter called "Contractor."

WITNESSETH:

WHEREAS, the Chautauqua County Department of Mental Hygiene and Social Services, Division of Social Services (DSS) is seeking a contractor to provide administration of the County's Rental Supplement Program; and

WHEREAS, New York State through its Department of Temporary and Disability Assistance (OTDA) created the New York State Rental Supplement Program (RSP) in 2022 with the purpose of providing rental supplement to individuals and families, both with and without children, who are experiencing homelessness or are facing an imminent loss of housing, regardless of immigration status; and

WHEREAS, County issued a Request for Proposals for Administration of Chautauqua County's Rental Assistance Program [#     ] on [     ] seeking proposals for the work encompassed by this Agreement; and

WHEREAS, Contractor submitted its proposal, dated [     ], and was selected based on the RFP's evaluation criteria; and

WHEREAS, Contractor is qualified and capable of providing

the required services for the foregoing initiative,

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Contract Documents. The contract documents consist of the following, including all current and future appendices, attachments, addendum, adjustments, updates, and amendments: this Agreement; County RFP No. [ ] issued [ ]; Contractor's Proposal dated [ ], attached hereto as **Appendix B**; and all applicable federal, state, and local laws, regulations, resolutions, ordinances, policies, procedures, manuals, circulars, licenses, permits, certifications, standards, guidelines, guidance and implementation memos, including, but not limited to, 24 LCM 02, attached hereto as **Appendix C**; Chautauqua County's 2025 RSP Plan and any amendments, as approved by OTDA, attached hereto as **Appendix D**; the provisions of the Health Insurance Portability and Accountability Act (HIPAA) as set forth hereto in Appendix A; and an executed HIPAA Business Associate Agreement between parties. The Contract Documents are as fully a part of this Agreement as if attached hereto or repeated herein.

The Contract Documents are as fully a part of the Agreement as if attached hereto or repeated herein. Contractor may request a copy of a specified contract document from County, in which case County will provide either a link to or a copy of such document. All services, including those provided by subcontractors, shall be provided in furtherance of and in conformance with the Contract Documents. It is Contractor's responsibility to make itself and any subcontractors aware of applicable Contract Document requirements.

In the event of a conflict between the terms of this Agreement and the terms of another Contract Document, the terms of this Agreement shall prevail, provided, however, that where the other Contract Document provides greater detail about or

elaboration of an obligation set forth in this Agreement, the provisions of the other Contract Document shall be considered as additional requirements to the duty or obligation found in this Agreement, enforceable at the option of County. This Agreement is to be construed as requiring conformance with all federal, state, and local, requirements.

2. Services. Contractor shall provide administrative services of the County's allocation for New York State Rental Supplement Program (RSP), which provides vital shelter supplements to help eligible households obtain and retain housing pursuant to the Contractor's proposal attached and incorporated into this Agreement as **Appendix B**.

Applicants will be told to apply through the Contractor, and the Department of Social Services shall forward any applications it receives to the Contractor who shall properly and fully vet all household applications for RSP pursuant to this Agreement and yearly RSP Plan approvals from OTDA.

*2025 RSP eligibility and program requirements:*

- Eligible participants are individuals and/or families, both with and without children, who are experiencing homelessness or facing an imminent loss of housing, regardless of immigration status;
- Household income shall be no more than 50% of area median income (AMI) at the time of application based on location and household size, with initial priority given to households who earn no more than 30% of AMI;
- Eligibility is determined based on a household's current monthly income at the time of application. Applications are to be accepted on a first come, first-served basis according to the eligibility parameters set forth at the local level.

Districts must establish a recertification process, including the length of the local recertification period, but recertifications shall occur at least annually.

- Rental supplement amounts shall be set at 85% of local Fair Market Rent (FMR) values
- At least 50% of the supplements shall be allocated for households who are currently in a shelter or experiencing homelessness, unless sufficient demand does not exist for such households within the district;
- A household's financial contribution will be limited to 30% of their household's total earned and/or unearned income, temporary assistance benefits are excluded from financial contribution determination;
- Supplements are to be provided until a household's total monthly rent is 30% or less than their total monthly income, at which point the housing will be considered affordable for the individual/family and the supplement will end; and
- Receipt of TA is not a requirement for determining eligibility for the RSP.

\*\*A change in eligibility requirements shall not be construed as a violation of the terms of this agreement. Should RSP plan and eligibility requirements change during the term of this Agreement, DSS shall inform Contractor of such change via a contract amendment letter, to be duly executed by both parties. Once the contract amendment letter is executed, Contractor agrees to incorporate said changes to the services provided pursuant to this Agreement immediately, or as otherwise required by OTDA or County.

Additionally, Contractor agrees to adopt policies and procedures to:

- Establish that the supplement recipient is the primary tenant (e.g., require a lease or other documentation);
- Establish the rent obligation of the supplement recipient and how contributions from individuals outside the household will be taken into consideration;
- Take reasonable steps to prevent the duplication of benefits;
- Establish a process for handling fraudulent applications, including a procedure for recouping funds, if necessary; and
- Establish a process for reviewing and considering appeals of applications that are denied or vouchers that are reduced or ended.

Further, RSP Plans must provide a comprehensive outline of the agency's proposed program and must address, at minimum, the following:

- Specific details regarding how eligibility for a rental supplement will be determined as well as any target populations identified; and
- The process for handling modifications (moves, rent increases, changes in household composition, etc.); and
- A description of the forms and/or notices that will be used to facilitate the application and determination process. When households requesting a supplement do not meet the criteria set forth in the district's plan, the denial/closing letter must support the decision by explaining the criteria and the district's decision that the household does not meet such criteria. An award letter must be provided to both the tenant and landlord and must detail the amount approved to be paid on a monthly basis, months/term included and any applicable tenant protections resulting from receipt of the RSP; Chautauqua County has forms available for all required elements that the agency can choose to adopt; and

- An explanation of whether there will be any health and safety standards that must be adhered to prior to paying rental supplements at a specific location.

3. Staffing and Independent Contractor. Contractor's services shall be provided by fully vetted, educated, experienced, and well-qualified staff. Contractor and all staffing hired by Contractor for purposes of fulfilling the terms of this Agreement shall comply with any and all trainings as required by New York State or Chautauqua County, including but not limited to annual sexual harassment prevention training as mandated by New York Labor § 201-G . Contractor shall not, in any manner, represent or claim that it is an agency or department of County. Contractor and all staffing hired by Contractor for purposes of this agreement are independent contractors and not employees, servants, or agents of the County. Contractor and all staffing hired by Contractor for purposes of this agreement shall not be entitled to any of the benefits afforded to County employees including, but not limited to, paid personal, sick, or vacation time, health insurance, and retirement benefits.

4. Reports. Contractor shall coordinate with the designated Principal Social Welfare Examiner in charge of RSP at DMHSS to ensure timely submission of Chautauqua County annual RSP plan approval to OTDA; such coordination may include in-person conferences, phone calls, requests for data, and requests for Contractor's policies and procedures regarding services provided by this Agreement. Contractor shall report and keep data about each individual household that participates in the program. Contractor will have the option of maintaining appropriate information on the Household Tracker template supplied by OTDA or using their own mechanism as long as all information from the Household Tracker template is included.

Contractor shall submit quarterly reports using the RSP Reporting Workbook template to the designated Principal Social Welfare Examiner a minimum of three business days prior to the due date for submission to OTDA. The RSP Reporting Workbook is due to OTDA on or before July 10 (for the period April 1, through June 30); October 10 (for the period July 1, through September 30); January 10 (for the period October 1, through December 31); and April 10 (for the period January 1, through March 31). Failure of Contractor to submit timely and/or complete reports may result in County withholding invoice payments until the reports are submitted.

5. Payment. County shall pay Contractor a total sum not to exceed \$1,935,996.00 for the term of this Agreement. This amount shall be broken down as follows:

April 1, 2025 through March 31, 2026: the maximum allowable is \$645,322;

April 1, 2026 through March 31, 2027: the maximum allowable is \$645,332; and

April 1, 2027 through March 31, 2028: the maximum allowable is \$645,332.

Payment shall be made pursuant to fee schedule attached hereto as **Appendix E**. In no event shall more than fifteen percent (15%) of the total sum each annual amount as indicated above be used for administrative costs.

Contractor understands and agrees that the program is dependent on funding by the New York State Department of Social Services. Funding for the activities, services, and performance of Contractor will come from federal and state funds and are subject to New York State and/or federal legislative appropriation. This Agreement shall be considered executory to the extent of such funds. In the event such funds are terminated or reduced, this Agreement shall automatically terminate unless



County in its discretion notifies Contractor that the program will continue with County funds.

Payment shall be made monthly upon submission by Contractor to County DSS of properly itemized, certified, and executed County claim vouchers in form and content approved by the Commissioner of the Department of Mental Hygiene and Social Services or duly authorized subordinate and accompanied by such records or documentation as reasonably requested.

6. Term. The term of this Agreement shall be from April 1, 2025 to March 31, 2028. County can terminate or cancel this Agreement in whole or in part, upon thirty (30) days written notice to Contractor with accounts between the parties to be adjusted and prorated as of such termination date. County can immediately by written notice terminate this Agreement in the event Contractor violates any of the provisions of this Agreement.

7. Records. Contractor and County each agree to provide reports, documents, and other information that will enable the other party to perform its duties under this Agreement. All information exchanged between agencies is confidential and shall be used only for its intended purposes. Each party shall take appropriate measures to safeguard the confidentiality of such information to the extent required by any applicable state and federal laws and regulations.

Contractor shall, as part of the Agreement, include specific procedures ensuring the protection of health history information related to an individual who has been diagnosed as have AIDS or an HIV-related illness, or an HIV infection or laboratory test performed on an individual for HIV related illness. All program staff to whom confidential HIV-related information is disclosed as a necessity for providing services and in accordance with 18 NYCRR Part 357 and Section 2782 of the Public Health Law are fully

informed of the penalties and fines for re-disclosure in violation of state law and regulation. Any disclosure of confidential HIV-related information must be accompanied by a written statement as follows:

"The information has been disclosed to you from confidential records which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

All applicable records hereunder shall be kept for a period of six years. When requested, such records shall be made available for audit purposes to the NYS Office of Temporary and Disability Assistance, Chautauqua County Department of Mental Hygiene and Social Services, or NYS Office of the State Comptroller. Contractor shall keep all records and notifications regarding eligibility determinations (e.g., approvals, denials, and closings) in the case record for a minimum of six years following submission of the final expenditure report.

8. Statutory Compliance. The Contractor shall comply with all the provisions of laws in the County of Chautauqua, the State of New York, and of the United States of America which affect municipalities and municipal contracts, and provide at its expense, any and all permits, licenses and registrations required for the fulfillment of this agreement, and more particularly the Labor Law, the Immigration and Naturalization Laws and Regulation, the General Municipal Law, the Workers' Compensation Law, the Lien Law, Personal Property Law, State

Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, Rules and Regulation, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.

9. Confidentiality. To the extent applicable, Contactor agrees to comply with all applicable laws, rules, regulations, and Contract Documents regarding confidentiality and privacy, including but not limited to the provisions of HIPAA and state privacy/confidentiality laws, including but not limited to Social Services Law and Mental Hygiene Law. Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to this Agreement, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of carrying out the purposes of this Agreement and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). The Contractor shall provide training to all staffing on confidentiality in accordance with this Agreement. A Business Associate Agreement may be made a part of the resulting Agreement.

10. Digital Signatures and Document Storage. Each party may affix a digital signature to this Agreement by electronic means. By affixing a digital signature the parties are affirming they have authority to enter into this Agreement, and

that this Agreement executed by digital signature or other electronic means shall be legally binding and effective. Each party also agrees that this Agreement, and any document including or relating to this Agreement, may be imaged and stored electronically and may be introduced as evidence as original business records and neither party shall contest their admissibility.

11. Execution in Counterparts. This Agreement, and any amendment or modification, may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. The exchange of copies of signature pages by scanned portable document format (pdf) email attachment, or through any digital signature program, shall constitute effective execution of this Agreement, and .pdf copies of this Agreement shall have the same force and effect as an original.

12. Additional Terms and Conditions. Contractor shall comply with all provisions contained in Appendix A attached hereto and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

COUNTY OF CHAUTAUQUA

BY \_\_\_\_\_ DATE \_\_\_\_\_

Paul M. Wendel, Jr., County Executive

[ ]

BY \_\_\_\_\_ DATE \_\_\_\_\_



**CHAUTAUQUA COUNTY**  
**RESPONSE CHECKLIST - PROPOSAL NO. RFP-3-25 DMHDSS**

Please note below a list of documents which must be submitted in full as part of this proposal. Failure to submit any of the documents as part of your proposal or failure to acknowledge any addendum in writing with your proposal may be cause for rejection of the proposal.

Submitting a proposal on any condition, limitation or provision not officially invited in this RFP (Request for Proposal) may also be cause for rejection.

**Please check each item indicating your compliance:**

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL.

- RESPONSE CHECKLIST
- NON-COLLUSION CERTIFICATE
- IRANIAN DIVESTMENT CERTIFICATE
- FINANCIAL AFFIDAVIT
- AFFIDAVIT OF A FOREIGN CORPORATION
- CORPORATE ACKNOWLEDGEMENT CERTIFICATE
- EXCLUSION CHECK
- PRICING SUBMISSION SHEET (PROPOSAL FORM) IF INCLUDED OR VENDOR'S OWN SUBMISSION
- REQUIRED FORMS AS LISTED IN RFP
- ADDENDUM(S) ACKNOWLEDGE (IF APPLICABLE)
- ONE (1) ORIGINAL AND ONE (1) COPY OF YOUR SUBMITTED PROPOSAL
- INSURANCE CERTIFICATES

COMPANY	TELEPHONE NUMBER
ADDRESS	EMAIL ADDRESS
AUTHORIZED REPRESENTATIVE (PRINT)	TITLE
AUTHORIZED SIGNATURE	DATE

**PROPOSAL RESPONSE FORM**  
**Proposal No. RFP-3-25 DMDSS**

**Proposal Title: Administrator for Rental Supplement Program**

**VENDOR NAME:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**REPRESENTATIVE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_ **/PH.** \_\_\_\_\_

Below are two options, please indicate which one is applicable to your response and return to the contact below:

We the above referenced Company will be preparing a proposal to submit for this project. I am returning this document to assure that I receive all further communication regarding the RFP including any addendums issued.

We the above referenced Company will not be preparing a proposal to submit for this project for the following reasons listed below.  
**Please check where applicable:**

\_\_\_\_\_ Project or scope not suited to our Company.

\_\_\_\_\_ Our items and/or materials do not meet your specifications.

\_\_\_\_\_ Insurance Requirements

\_\_\_\_\_ Bond Requirements too restrictive (when required)

\_\_\_\_\_ Scope of services are not clearly understood or applicable \_\_\_\_\_ too vague \_\_\_\_\_ too rigid

\_\_\_\_\_ Insufficient time allowed for preparation of proposal

\_\_\_\_\_ Other reason not listed above (or) elaborate on the checked marked reason above:

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Please send your response to:

Brandi McIntyre, Purchasing Agent  
Phone: 716-661-8213  
Email: [mcintyrb@chqgov.com](mailto:mcintyrb@chqgov.com)

**NON-COLLUSION BIDDING CERTIFICATION**

By submission of this bid, the bidder and each person signing on behalf of the bidder certifies, subject to the terms of Section 103-d of the General Municipal Law, as amended, and under penalty of perjury, that to the best of its knowledge and belief:

- (a) 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;
- (b) 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 the bid opening, directly or indirectly, to any other bidder or to any competitor; and
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (d) The person signing this bid certifies that s/he has fully informed him/herself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury affirms the truth hereof, such penalties being applicable to the bidder as well as to the person signing on the bidder's behalf.

Signature \_\_\_\_\_

Title \_\_\_\_\_

STATE OF NEW YORK     )  
COUNTY OF            )   SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that s/he resides at \_\_\_\_\_, New York: that s/he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the within instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of said corporation.

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



**IRANIAN DIVESTMENT CERTIFICATION**  
**NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-G**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (see <https://ogs.ny.gov/iran-divestment-act-2012> ).

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

*On 1/13/12, Chapter 1 of the Laws of New York for 2012 was signed into law by Governor Andrew M. Cuomo. The law is known as the "Iran Divestment Act of 2012" (the "Act") and can be found at § 165-a of the NY State Finance Law. The Act became effective on April 12, 2012. The Act imposes limitations on "persons" that are determined to be engaged in investment activities in the Iranian energy sector, as defined in the Act. On 7/17/12, Governor Cuomo signed into law Chapter 106 of the laws of 2012, which extended the Iran Divestment Act to State and local public authorities, the State University of New York, and the City University of New York.*

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**EXCLUSION CHECKS CERTIFICATION**

Chautauqua County reserves the right to conduct exclusion checks on those who respond to its solicitations and on those with whom it contracts to verify that the contractor and its employees, subcontractors, and agents have not been sanctioned, excluded, debarred, suspended, or the subject of adverse governmental action by law enforcement, regulatory authorities, or licensing entities. This may include a check for exclusion from Federal healthcare programs. By submitting this bid, you are: certifying that you are not prohibited from providing these services and/or goods as a result of being sanctioned, debarred, suspended, or excluded; agreeing that the County has the right to decline to enter into a contract with you in the event the County finds there to be a legal or funding source impediment to contracting with you; agreeing to provide written notice to the County immediately upon the occurrence of any sanction, exclusion, debarment, or suspension relating to your contract with the County; and agreeing that upon the occurrence of any such sanction, exclusion, debarment, or suspension, the County has the right to declare its contract with you to be terminated effective as of the moment of such occurrence or at such later date as is deemed by the County to be in the best interest of the County.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

**FINANCIAL AFFIDAVIT**

STATE / COMMONWEALTH OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, deposes and says that I have made a complete and thorough examination of the financial records of the bidder, \_\_\_\_\_; and that I have determined that said bidder is currently not in arrears in taxes or upon debt or contract to or with the County of Chautauqua, that said bidder has not defaulted as surety or otherwise upon a contract or obligation to the County of Chautauqua, and that said bidder is not disqualified to bid upon municipal or state contracts under any act of New York State Legislature.

\_\_\_\_\_  
Signature of above-named individual

Sworn to before this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**AFFIDAVIT OF A FOREIGN CORPORATION**

STATE / COMMONWEALTH OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ as \_\_\_\_\_  
of \_\_\_\_\_, a corporation  
incorporated under the laws of \_\_\_\_\_ authorized to do business in the State of  
New York, do hereby certify and affirm that the above named corporation has complied Article 13 of the  
Business Corporations Law of the State of New York. As proof I submit a copy of:

[ ] A receipt of filing an application with the New York Secretary of State to conduct business in The  
State of New York; **OR**

[ ] A copy of our application for authority to conduct business in the State of New York filed  
with the Secretary of State on \_\_\_\_\_, 20\_\_\_\_.

As said corporation has complied with Article 13 of the Business Corporations Law of the State of New  
York, I hereby swear and affirm that the above-named corporation is authorized to conduct business in  
the State of New York.

Under penalty of perjury, I declare that the facts presented herein are true and, to the best of my  
knowledge and belief, are true, correct and complete.

In witness thereof, I set my hand and attach the corporate seal this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

*Business Corporation Law of New York, Section 102(7):  
"Foreign Corporation" means a corporation...formed under laws other than the statutes of (New  
York)... "Authorized," when used with respect to a foreign corporation, means having authority,  
under Article 13 of the Business Corporation Law, to conduct business in New York State.*

**BID AUTHORIZATION CERTIFICATE**

Individual, Corporation, Partnership, or LLC Acknowledgement

STATE / COMMONWEALTH OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, 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 s/he resides in the Town of \_\_\_\_\_, County of \_\_\_\_\_, State / Commonwealth of \_\_\_\_\_, and that

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

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

(If a corporation): this person is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, this individual is authorized to execute the foregoing bid documents on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, s/he has executed the foregoing bid document(s) in the name of and on behalf of said corporation as the act and deed of said corporation.

(If a partnership): this person is the \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, this individual is authorized to execute the foregoing bid document(s) on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, s/he has executed the foregoing bid document(s) in the name of and on behalf of said partnership as the act and deed of said partnership.

(If a limited liability company): this person is a duly authorized member of \_\_\_\_\_ LLC, the limited liability company described in said instrument; that, by authority of the Board of Directors or Members of said company, this individual is authorized to execute the foregoing bid document(s) on behalf of the company for purposes set forth therein; and that, pursuant to that authority, s/he has executed the foregoing bid document(s) in the name of and on behalf of said company as the act and deed of said company.

\_\_\_\_\_  
Date Signature Printed Name

\_\_\_\_\_  
NOTARY PUBLIC

**Amendment.** No waiver, modification, or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereto. A waiver of any breach hereof shall not prevent forfeiture for any succeeding breach.

**Assignment.** Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any of its right, title, or interest therein, or the power to execute this Agreement, without the prior written consent of the County. (GML Section 109)

**Audit.** County, itself or through a third party, reserves the right to audit Contractor upon reasonable notice to ensure compliance with this Agreement. Contractor shall fully comply with any such audit.

**Binding Agreement.** This Agreement shall be binding on the parties, their successors, heirs, and assigns.

**Confidentiality.** Information relating to individuals who may receive services pursuant to this Agreement shall be confidential, and maintained and used only for the purposes intended under this Agreement, in accordance with all applicable State and Federal laws, rules and regulations and industry standards. If Contractor is a Business Associate of the County as defined by HIPAA, Contractor shall comply with the terms of County's standard Business Associate Agreement, as the same may be amended from time to time, unless otherwise agreed upon in writing by the parties. This requirement shall survive termination of this Agreement.

**Conflict.** In the event of a conflict between the terms of this Agreement and the terms of any other Contract Document, the terms of this Agreement shall be controlling notwithstanding anything in Contractor's documents to the contrary.

**Debarment/Suspension** – see County solicitation documents.

**Digital Signatures and Document Storage.** Each party may affix a digital signature to this Agreement by electronic means. By affixing a digital signature the parties are affirming they have authority to enter into this Agreement, and that this Agreement executed by digital signature or other electronic means shall be legally binding and effective. Each party also agrees that this Agreement, and any document

including or relating to this Agreement, may be imaged and stored electronically and may be introduced as evidence as original business records and neither party shall contest their admissibility.

**Entire Agreement.** This Agreement contains the sole and entire Agreement between the parties relating to the goods and services provided hereunder and shall supersede any and all other Agreements between the parties. Any other statements or representations made by either party are void and have no force or effect.

**Execution in Counterparts.** This Agreement, and any amendment or modification, may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. The exchange of copies of signature pages by scanned portable document format (".pdf") email attachment, or through any digital signature program, shall constitute effective execution of this Agreement, and .pdf copies of this Agreement shall have the same force and effect as an original.

**Force Majeure.** Either party may terminate or suspend its performance under this Agreement, in whole or in part, immediately upon the occurrence of a "force majeure." A "force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the County which render performance of its obligations impossible.

**Governing Law.** Notwithstanding any statement in this or any other document to the contrary, this Agreement shall be governed by the laws of the State of New York, without regard to its principles on conflicts of law, and Contractor consents to New York State Court jurisdiction in Chautauqua County, New York as the exclusive jurisdiction for this contract, and any disputes hereunder shall be heard by a court of competent jurisdiction in Chautauqua County, New York, unless this paragraph is physically crossed out and initialed by both parties, or unless the Federal supremacy clause requires otherwise.

**Guarantee.** Contractor shall fully guarantee the quality and workmanship of the services and/or goods provided, and shall represent and warrant that such goods or services meet or exceed all applicable industry standards.

**Indemnification.** Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the goods provided or services to be rendered by Contractor or its subcontractors pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold County and its officers and employees harmless from any liability, claim, demand, loss, judgment, expense, and cost of every type, amount, and nature, direct and indirect and without limitation, including the costs of defense, arising from Contractor's performance or failure to perform the terms of this Agreement. In the event that this Agreement is funded by Federal or State funds, and County is required to indemnify the funding source(s) of this Agreement, Contractor shall be required to indemnify the funding source to the full extent that County is contractually obligated to do so, to the extent such obligation arises from Contractor's action or failure to act in accordance with this Agreement.

All money expended by County as a result of such claims, actions, damages, losses, expenses, and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by Contractor to County.

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, including attachments and referenced items, deemed to be in conflict, unless specifically stated otherwise.

**Independent Contractor.** Contractor is an independent contractor and not an employee, servant, or agent of the County. Contractor shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement.

**Insurance.** Unless waived by the County Attorney or his/her designee in writing, Contractor shall secure and maintain the insurance specified at <https://chqgov.com/finance/insurance-requirements> incorporated by reference as though fully set forth herein, with County named as an additional insured for purposes of coverage on a direct, primary, and non-contributory basis. The insurance afforded the additional insureds shall be at

least as broad as that afforded to the first named insured. County as additional insured will be entitled to the limits stated in the contract or the full limits of the policy, whichever is greater. Contractor shall file a certificate of insurance with the County prior to performing pursuant to this Agreement or receiving any payment. Contractor shall provide new insurance certificates when the existing certificates expire, without demand.

Contractor shall immediately forward to County (fax (716) 753-4888) any notice of actual or pending termination, suspension, or non-renewal of insurance. In the event Contractor's insurance expires or is terminated or suspended, County shall have all rights available for breach of contract, and may declare this Agreement to be automatically and immediately terminated effective as of the moment of expiration, termination, or suspension. In addition, County reserves the right to withhold payment to Contractor until such new certificates have been provided and approved. County shall have unlimited access to Contractor's insurance company and policies.

Licenses and Permits. Contractor shall secure and maintain throughout the term of this Agreement all necessary licenses, permits, and other certifications and qualifications required for its performance of this Agreement. Contractor shall immediately notify the County of any notice of, or actual, revocation or restriction of a license, permit, or other certification necessary for its performance of this Agreement. In the event of a revocation which prohibits Contractor from being able to perform this Agreement, this Agreement shall automatically terminate effective as of the moment of such revocation.

Medicaid/Medicare Programs If this contract involves the provision of goods or services funded by the United States Medicaid or Medicare program, all contract services shall be fully compliant with program requirements. County shall have the right to immediately terminate this Agreement upon Contractor's failure to comply in any manner with a program requirement.

Non-Discrimination. In the performance of this Agreement, Contractor will not discriminate or permit discrimination against any individual or group on the grounds of age, color, creed, disability, domestic violence victim status, handicap, marital status, military status, national

origin, political affiliation, predisposing genetic characteristics, race, religion, sex (including gender identity or expression), sexual orientation, or veteran status. Contractor shall comply with County's Title VI (non-discrimination) policy, which can be obtained by contacting the County Compliance Officer at (716) 753-4714, and with the County's DBE policy.

Notice of Investigation. Contractor shall notify County in writing within five (5) calendar days of obtaining knowledge of the commencement of any investigation or audit or adverse action against Contractor by any governmental agency, to the extent such audit, investigation, or action relates in any way to contract goods or services.

Payment. Contractor shall invoice County within ninety (90) days of the date of service. Payment will be made upon timely receipt of a properly executed invoice in form and content approved by the Department Head, or a duly authorized subordinate of the department requesting services, accompanied by such documentation as is reasonably requested. By submitting a claim to County for payment, Contractor certifies that: claims are just, true and correct; goods are of the quantity and quality stated and/or that the services were actually performed; that prices are reasonable and in accordance with the Agreement; that no portion of the claim has been paid; that there exist no offsets or counterclaims on this or any other Agreement with the County; and that no tax is included. Contractor acknowledges that County issues vendor payments electronically, and shall complete payment forms as required by the County for that purpose. Electronic Payment Methods forms can be found at: <http://www.co.chautauqua.ny.us/218/Form s-Applications>.

Performance Time. Notwithstanding the stated Agreement date or term, County shall not be obligated to pay for goods or services which are furnished: prior to the date this Agreement is executed by both parties; or during any time when the required insurance is not in place.

Records. Contractor shall keep and maintain records and other documents as required by the Agreement. Contractor shall submit to County upon request such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data that County may request concerning work performed or to be performed under this Agreement. All books and records of Contractor shall be

available upon request for inspection and/or audit and/or copying by the County during the time hereof and for a period of six (6) years hereafter. Contractor shall also comply with audit requirements of third parties, as identified in Contract Documents.

Set-Off Rights. County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the option to withhold for the purposes of set-off any money due to Contractor under this or any other Agreement, up to any amounts due and owing to County with regard to any contract with any Chautauqua County department, office or agency.

Severability. Should any part, term, or provision of this Agreement be determined, by a court of competent jurisdiction, to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be impaired or affected.

Statutory Compliance. Contractor shall perform in accordance with all applicable federal, state, and local laws, rules and regulations, including without limitation any applicable provisions of the Labor Law of the State of New York. All statutory and regulatory provisions applicable to this Agreement are hereby incorporated by reference. Contractor shall provide, at its own expense, all permits, licenses, and certifications required for the performance of its services and provision of goods pursuant to this Agreement and shall be solely responsible for paying any and all fines or penalties incurred as a result of any improper activities. Contractor's performance shall meet or exceed industry standards.

Subcontracts. Contractor shall: (a) require any subcontractor, agent, volunteer, or other third party (Third Party) performing Agreement services to comply with all applicable Federal, State and Local laws, rules and regulations; (b) adopt and perform such review and inspection procedures as are necessary to ensure compliance by Third Party with this Agreement; (c) require any third party to indemnify County against any and all claims arising out of such Third Party's performance of, or failure to perform, the Agreement, with Contractor assuming such indemnification itself to the extent a Third Party fails to do so; and (d) remain fully obligated under this Agreement notwithstanding its delegation of a Third

Party to undertake all or any portion of the performance of this Agreement. Contractor shall inform Third Parties, and require Third Parties to abide by, all relevant provisions of this Agreement.

Survival. The terms and conditions of this Agreement shall survive the expiration of this Agreement to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.

Termination Obligations. Upon receipt of notice of termination of this Agreement, Contractor shall cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, unless otherwise directed by County, and shall not incur any new obligations after receipt of the termination notice without written approval of County.

USA Technology Requirement. All information stored by Contractor on their database(s), server(s), or otherwise stored or backed up on servers operated or sub-contracted by Contractor for purposes of this Agreement, shall be located and maintained solely within the jurisdiction of the United States of America. Contractor shall institute and at least annually review the sufficiency of its Technology Policy and compliance with all Federal and New York State privacy and security requirements. Contractor shall ensure that all electronic communications from Contractor to County shall be from US-based servers.

Wages and Hours. When applicable, Contractor shall comply with §§220-e and 239 of New York State Labor Law. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, if this is a public work contract covered by Article 8 of the Labor Law, Contractor understands and agrees

that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by County of any County-approved sums due and owing for work performed upon the project.

Waivers. Any waiver of a breach of this Agreement shall not be deemed to be a waiver of any preceding or future breach of the same or any other covenant, term, or condition.

Workers Compensation Coverage. If this Agreement is of such a character that the employees engaged thereon are required to be insured under the workers' compensation law, then, in accordance with General Municipal Law §108, this Agreement is void and of no effect unless the person or corporation making or performing this Agreement shall secure compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance with the provisions of the workers' compensation law.

**CHAUTAUQUA COUNTY MINIMUM INSURANCE REQUIREMENTS**

**INSURANCE SHALL BE PROCURED AND CERTIFICATES DELIVERED BEFORE COMMENCEMENT OF WORK OR DELIVERY OF MERCHANDISE OR EQUIPMENT.**

This document shall be attached to and become part of the contract/agreement/service order. The contractor shall immediately forward to County, via facsimile to the County Department of Insurance (716) 753-4888 any notice of actual or pending termination, suspension or non-renewal of any of its policies. In the event the contractor's insurance expires or is terminated or suspended, County shall have all rights available for breach of contract and the contract/agreement/service order shall automatically and immediately terminate effective as of the moment of expiration, termination or suspension. The contractor agrees that County shall have unlimited access to its insurance company and policies.

**Certificate Requirements** The certificate must:

- A. be addressed to **CHAUTAUQUA COUNTY**, Department of Insurance, 3 N. Erie Street, Mayville, NY 14757-1007;
- B. specify all coverage required below and elsewhere in the contract. **Bid specifications or particular contracts, leases or agreements may require alternate coverages and limits, which must be evidenced on the Certificate in lieu of the coverages and limits specified below;**
- C. be issued by an insurer which has at as a minimum, BEST'S RATING of A- and be size category VII or higher;
- D. state "**CHAUTAUQUA COUNTY** shall be an additional insured, as well as a certificate holder, on a direct, primary and non-contributory basis including products and completed operations"  
Note: Professional Liability, Worker's Compensation, and Disability Benefits Liability Insurance policies are not required to have the County as an additional insured, however County shall be named as certificate holder;
- E. include a waiver of subrogation for "**Construction and Maintenance**" and "**Property Leased to Others or Use of Facilities or Grounds**" coverage;
- F. state "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions"; and
- G. be delivered to the Chautauqua County, Department of Insurance, 3 North Erie Street, Mayville, New York 14757, Fax No. (716) 753-4888

**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
Commercial General Liability *	\$1,000,000 per occurrence, \$2,000,000 aggregate	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
- Premises & Operations	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Completed OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independent Contractors	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form PD	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE
- X, C, U	INCLUDE		INCLUDE			
- Personal Injury			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	\$ 5,000,000	\$1,000,000
NYS Disability Benefit **	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Worker's Compensation **	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
& Employer's Excess Liability	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
Owners Contractors Protective	\$1,000,000					
Professional Liability		\$1,000,000				

\*The comprehensive/commercial general liability limits can be met by one or more policies or in combination with an excess and/or umbrella liability policy. The COI must indicate if the coverage trigger is an 'occurrence' form or a 'claims-made' form.

\*\* NYS Work Comp Board requires special certificates of insurance for these coverages. WC needs to be on C-105.2 (9-07) or U-26.3. Any business with a location in NYS must show DB on a DB-120.1(5-06) showing beginning and ending dates or DB-155. Self Employed vendors must use CE-200 to waive WC and DB. Form can be completed on NYS WCB website electronically.

Construction and Maintenance contractors shall carry insurance for a minimum of two years after completion of the work. 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. All claims made policies shall continue to provide evidence of coverage three (3) years after completion of work or product delivery.

NOTE: Childcare providers minimum liability coverage is \$1,000,000 and must include sexual abuse coverage, with cancellation notice as provided for in the insurance policy. The naming of Chautauqua County as an additional insured on Day Care insurance is required.