

CHAUTAUQUA COUNTY PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS



PROPOSAL NO. RFP-5-23 YB

To Provide Youth Team Sports Funding

January 1, 2024 – September 30, 2024

In conjunction with the

Chautauqua County Youth Bureau

PROPOSAL ISSUE DATE:	December 29, 2023
QUESTIONS DUE BY:	January 19, 2024
PROPOSAL DUE DATE:	January 26, 2024
TIME:	3:30 PM

Rebecca Anderson  
Chautauqua County Purchasing Division  
454 N. Work Street  
Falconer, NY 14733

PAUL M. WENDEL, JR.  
COUNTY EXECUTIVE

KITTY CROW  
DIRECTOR OF FINANCE

BECKY ANDERSON  
PURCHASING MANAGER

BRANDI PETERSON  
PURCHASING AGENT

JOSE SOLER  
PURCHASING CLERK

NICOLE PATTISON  
PURCHASING AGENT

## NOTICE OF REQUEST FOR PROPOSALS

Advertisement Date: December 29, 2023

Chautauqua County Department of Health & Human Services, Youth Bureau is requesting sealed proposals for the **Youth Team Sports Funding**

Such sealed proposals must be filed at the Chautauqua County Division of Purchasing, 454 N. Work Street, Falconer, NY 14733 **PRIOR TO 3:30 PM, January 26, 2024.**

Please indicate the title and proposal number on the front of the sealed envelope: Proposal No. RFP-5-23 YB, Title: **Youth Team Sports Funding**

Proposal documents may be viewed and/or downloaded from the Chautauqua County Youth Bureau website, <https://chggov.com/humansocial-services/legal-services-rfp>, they may also be requested by emailing [kimballn@chggov.com](mailto:kimballn@chggov.com).

Becky Anderson  
Purchasing Manager

## CHAUTAUQUA COUNTY RESPONSE CHECKLIST - PROPOSAL NO. RFP-5-23 YB

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 Request for Proposal (RFP) may also be cause for rejection.

**THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL (Please check each item indicating your compliance)**

- \_\_\_\_\_ Chautauqua County Response Checklist
- \_\_\_\_\_ [OCFS-5011 Universal Application for Youth Sports Funding](#)
- \_\_\_\_\_ [OCFS-5001 Individual Program Application](#)
- \_\_\_\_\_ [OCFS-5002 Agency Program Profile](#)
- \_\_\_\_\_ [OCFS-5003 Program Summary Components](#)
- \_\_\_\_\_ Copy of the Organizations/program's child protection policy/procedure.
- \_\_\_\_\_ Copy of your program's budget.
- \_\_\_\_\_ Proposed line-item budget for these funds, should this award be granted.
- \_\_\_\_\_ Insurance Certificates
- \_\_\_\_\_ Proof of non-profit status, as applicable.

Name of Organization	Organizational Mailing Address:
Agency Website address (if applicable):	E-mail address:
Executive Director:	Program Contact:
Executive Director Phone Number:	Program Contact Phone Number:
Executive Director Email Address:	Program Contact Email Address:
Federal Employee ID# (FEIN):	Is organization debarred/suspended from receiving funds/doing business with the Federal Government?
Is agency a non-profit or unit of government?	If non-profit, please provide 501(c)(3) not0for-profit entity ID# and date established as such:
Authorized Representative (Print):	Title:
Authorized Signature:	Date:

## **SECTION 1: INTRODUCTION AND INSTRUCTIONS**

- 1.1. **RFP** - The services 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 (RFP) 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 must be in place prior to execution of the agreement and shall be up to date and maintained for the contract term. Please attach your updated certificates of insurance along with your proposal. Failure to supply up-to-date certificates of insurance within (5) five days of receipt of the Notice of Award 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:**

- 2.1 Sealed proposals shall be submitted to Chautauqua County Purchasing Division, 454 N. Work Street, Falconer, New York by Friday, January 26, 2024, at 3:30 p.m. 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 must be available in a word document by e-mail after all proposals have been opened and awarded.
- 2.2 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.
- 2.3 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 (New York State 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 Becky Anderson at [andersob@chqgov.com](mailto:andersob@chqgov.com). Questions must be submitted no fewer than fourteen (14) days prior to the scheduled proposal submission date. County responses will be posted on the Youth Bureau page of the Chautauqua County Website at <http://chautauqua.ny.us/289/Youth-Bureau>

**Deadline for Questions will be January 19, 2024.**

- 3.2 Other than the contact person identified in the request for 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 RFP proposal due date. Fax, e-mail, 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 RFP proposal due date. Failure of the successful proposer to furnish the service awarded as a result of this RFP 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 which the proposer 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 Proposals will be read and evaluated by the members of the Chautauqua County Youth Board and Department of Social Services employees. The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate.
- The proposer submitted a complete and responsive proposal as required by this RFP
  - The Proposer’s demonstrated capability to provide the services.
  - Evaluation of the benefits(s) or need(s) which the proposed program is intended to address.
  - Evaluation of the Proposer’s fee line item budget.
  - An evaluation of the Proposer’s projected approach and plans to meet the requirements of this RFP.
  - Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Any information shared by the proposer’s presentation

will be considered while scoring.

- To ensure that funding is going to the intended population, municipal youth bureaus must distribute funds based on local need, considering factors including, but not limited to the following:
  - Historically under-resourced communities.
  - High rates of public housing and/or family homelessness.
  - Opportunity zones or neighborhoods/cities/areas deemed “low-income” via externally available tools like the New York State Council on Children and Families Kids’ Well-being Indicators Clearinghouse.
  - Marginalized communities or groups with higher barriers to participation in team sports (e.g., youth with disabilities; girls; transgender/gender non-binary youth; and youth who identify as lesbian, gay, bisexual, or questioning).
  - Federally and/or New York State-recognized tribes and tribal organizations.
  - Neighborhoods that experience higher rates of crime and violence and low-performing schools.

## **SECTION 5: PREPARATION OF PROPOSAL**

- 5.1 In case of error in the extension of prices in the proposal, unit prices will govern, where applicable.
- 5.2 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.
- 5.3 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 6: PROPOSER QUALIFICATIONS:**

- 6.1 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 contract, and the proposer shall furnish to the County all such information and data for this purpose as may be requested.
- 6.2 The County reserves the right to reject any proposal where an investigation of the available evidence or information does not satisfy the County that in its sole discretion, the proposer is qualified to properly carry out the terms of the contract.

## **SECTION 7: AWARD AND CONTRACT INFORMATION:**

- 7.1 The proposer agrees that should their firm, agency, and/or organization 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.
- 7.2 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.
- 7.3 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.
- 7.4 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 term. The Contract language

will control over any conflicting language contained within this RFP.

## **SECTION 8: CONTRACT TERM:**

**8.1 Contract Term (Funding Period):** Services must be delivered January 1, 2024 – September 30, 2024 to be eligible to receive funds offered in this RFP. Programs must apply for funds each year. Funding is not automatic or guaranteed.

**8.2 Insurance & Bonds:** Please attach your insurance certificates and bonds (if applicable). Certificates must match the County's attached "Minimum Insurance Requirements" and sample certificates. Bonds must meet the attach "Bond Requirements" (when required). All required documents are to be attached to your proposal.

The County may allow a five (5) day grace period for insurance certificates and bonds (if applicable) that may need corrections. This period will begin from the time that the proposal is awarded. If all certificates and/or bonds have not been received within the five (5) days from said request, the County may decide the go to the next highest scoring proposal.

## **1. RFP-SPECIFIC INFORMATION:**

### **A. PURPOSE**

Chautauqua County, in conjunction with The Chautauqua County Youth Bureau, is issuing a Request for Proposal (RFP) to solicit applications from community-based organizations, and not-for-profits for Youth Team Sports Services. All awards are appropriated by the Chautauqua County Youth Bureau and Department of Social Services. Awards are given to local applicants to provide positive youth development through youth team sport activities for those under age 18 in communities where such programs may be scarce or under-resourced. Each applicant may request up to \$15,000 in funding to support programming.

Programs may run from January 1, 2024 through September 30, 2024.

### **B. HISTORY**

A new fund was created under the New York State Office of Children and Family Services (OCFS) in the state fiscal year 2023-2024 budget to provide awards to support youth team sports programs for underserved youth under age 18. The funding supports youth development through team sports programs. The funding, which will be allocated to the municipal youth bureaus, must be awarded to local community-based organizations and nonprofits.

### **C. SCOPE**

Sports are effective tools in positive youth development and family engagement, when delivered well by programs and minimum quality measures are met. This funding seeks to improve the lives of young people by promoting positive social, emotional, health, and educational outcomes and have important life-long impacts through sports, and foster the following developmental outcomes:

- Educational connection and achievement – More youth attending and completing school with increased attainment, including programs that have collegiate placement success
- Physical health and well-being – Increasing physical activity and positive relationships to one's body and physical activity
- Mental health and well-being – Improving outcomes related to youth mental health and social and emotional skills development and connectedness
- Employment – Increasing qualifications and skills, such as collective problem solving, teamwork and dispute resolution, which help prepare youth for suitable employment
- Community cohesion – Breaking down barriers to reduce discrimination, crime and violence in communities and help young leaders emerge.

Youth Team Sports funding awards are guided by the following principles:

- Sports are effective tools in positive youth development and family engagement.
- Sports improve the lives of young people by promoting positive social, emotional, health and educational outcomes and have important life-long effects.
- Sports enable opportunities for young people to thrive through leadership roles.
- Coaching education greatly improves young people's sports experience and development outcomes.

Approved costs include but are not limited to the following:

- Coaches/instructors/direct service staff/mentors (including training/professional development).
- Referee fees.
- Purchase of equipment or uniforms.
- Scholarships/offset cost of youth registration
- Infrastructure improvement (e.g., swimming facilities, fields, fences, storage, lighting).
- Instruction or coaching necessary to support youth's ability to participate in team sports.
- Facility/field space cost.



- A maximum of 10% of the total allocation may be used to support administrative/overhead costs by the municipal youth bureau.

A “team sport” is defined as an organized physical activity in which groups of two or more individuals are in competition with two or more opposing individuals. Sporting activities where individuals engage in competition on behalf of an organized group (such as singles tennis, team golf, or racing sports such as swimming or skiing) are included in this definition. Key elements of a team sport include multiple individuals playing together/for the same entity (team), and individuals playing against each other in a competitive way.

#### **D. ELIGIBLE APPLICANTS**

Applicants eligible for funding through this RFP must meet the following criteria:

- Community-based organizations and not-for-profits
- Provide Youth Team Sports activities for youth ages 6-17 in under-resources communities.
- Serve youth in Chautauqua County, New York
- Demonstrate basic competency in the areas of governance, monitoring and evaluation, partnership and financial stewardship
- Have a child protection policy in place that includes adherence to local city, agency, school district and state child protection guidelines
- Collect registration data, including participant demographic information, as required by OCFS in a manner that allows for accurate reporting of anonymized aggregate data

Organizations and activities not eligible for funding are the following:

- For-profit organizations or businesses
- Private foundations, as defined in section 509(a) of the U.S. Internal Revenue Code
- Organizations that discriminate based on age, ethnicity/race, political affiliation, religion, sexual orientation, gender, gender identity, physical or other disability, national origin or any protected characteristic under local, state and/or federal law
- Research or project planning activities
- Support for elite or private sports camps, programs, or teams
- Endowments, memorials, budget deficits, or fundraising activities
- Religious organizations whose sports programs do not have a secular and community focus
- Lobbying, political, or fraternal activities
- School districts are not eligible for funds, but if a community-based organization or not-for-profit operates programming at a school site, that programming may be eligible.

#### **E. APPLICANT PRESENTATIONS**

Presentations will be at the discretion of the Chautauqua County Youth Board and the Youth Bureau. Presentation requests will be sent via e-mail to the contact person identified on the cover page of the program narrative no later than one (1) week prior to the scheduled interview time.

#### **F. PERFORMANCE MEASURES AND DATA COLLECTION**

The Life Area and Services, Opportunities, and Supports (SOS) selections that will be required in Quality Youth Development System (QYDS) for Youth Sports Funding are as follows:

- Life Area: 2PEH Physical and Emotional Health
- SOS: 0232 Year-Round/Seasonal Activities
- Performance Measures:
  - o How Much: 0232A.1 # of youth participating (unduplicated)
  - o How Well: 0232B.4 % of youth completing the program
  - o Better Off: 0232C.1 #/% reporting they have improved their ability to socialize/interact with peers/family/other members of the community

Eligible programs must be outcome based and provide quantifiable and verifiable indicators by which performance will be measured.

## **G. REIMBURSEMENT PROCESS**

Funding is reimbursement based. Contractors shall submit their claims on a quarterly basis, no later than the fifteenth of the month following the end of the quarter. Any invoices, vouchers, or claims not submitted by Contractor to County by March 31, 2025 will be disallowed.

## **H. AVAILABLE FUNDING**

The amount of funding will be subject to the availability of annual OCFS appropriations. **Each applicant may request up to \$15,000 in funding to support programming.** In awarding funds, all program proposals are considered new and competitive. Chautauqua County reserves the right to cap the amount given to any program based on the total amount requested by all applicants and the amount of funds available. Do not request funds for the agency/organization as a whole; funding requests must be specific to sports opportunity programs. Agencies seeking funding for more than one program must submit an RFP specific to each program. Matching funds are not required, though the strongest proposals will demonstrate support from other sources in addition to the Youth Bureau. Partnerships and/or collaborations with other organizations is highly encouraged.

## **I. USE OF FUNDS**

Municipal youth bureaus will contract with community based organizations and not-for-profit entities directly. Funding may provide general operating dollars to give programs flexibility to efficiently allocate resources for quality programming. Funds may be used to help agencies pay for the following which are needed to provide the proposed services to the youth of Chautauqua County:

- Personnel costs (coaching/instructors/direct service staff/mentors/education/instruction of youth, overhead/admin (including training and professional development)
- Referee fees for youth sports teams.
- Purchase of equipment or uniforms.
- Infrastructure Improvement (e.g., swimming facilities, fields, fences, storage, lighting).
- Scholarships
- Facility/field space cost

Office for Children and Family Services (OCFS) and the Chautauqua County Youth Bureau will be identified as the funding source in all publications and press releases.

## **H. REPORTING REQUIREMENTS**

Programs will be required to maintain adequate program records to report on program activities and participant outcome attainment on an annual basis using forms provided by the Chautauqua County Youth Bureau. Failure to adequately document the provision of services and outcome attainment could result in the loss of funding.

New York State Annual Assessment (using the OCFS Program Annual Report form) - Complete and submit thirty (30) days upon completion of the program year.

This report must contain the following elements:

- Number of youth participating (by gender, ethnicity and age)
- Number of youth completing the program
- Number of youth who report they have improved their ability to socialize/interact with peers/family/other members of their community.

Agency's awarded Youth Sports Funding through the Chautauqua County Youth Bureau are required to attend training on Human Trafficking and Sexual Exploitation specific to Chautauqua County. This training is available to youth serving agencies through Chautauqua County Safe Harbour, both in-person and virtually. The training must be completed by at least one person in a leadership role within the

program, but open and suggested for all program staff. The training must occur during the contract period in which the award was given. Proof of attendance will be provided to the Chautauqua County Youth Bureau at the conclusion of the contract year as part of the year-end report.

NEW YORK STATE OFFICE  
OF CHILDREN AND FAMILY SERVICES  
**UNIVERSAL APPLICATION FOR YOUTH SPORTS FUNDING**

**Instructions for applicants:** Complete this form and submit it, along with all required attachments, to the applicable municipal youth bureau by the local deadline. Programs may receive one or more awards dependent on the information provided in this application. Each award may be for no more than \$50,000. Please contact your municipal youth bureau for more information. Municipal youth bureau contact information can be found at <https://ocfs.ny.gov/programs/youth/ya-services/youth-bureaus.php>.

**Program name**

Agency that operates program, if applicable: \_\_\_\_\_

Phone number for program: (     )     - \_\_\_\_\_

Email for program: \_\_\_\_\_

Program/agency website: \_\_\_\_\_

**Contact person for application**

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

Phone number: (     )     - \_\_\_\_\_

Email: \_\_\_\_\_

Title/role/relation to program: \_\_\_\_\_

**What sport, physical recreation, or athletic instruction does this program offer youth?****Describe the population of youth the program is designed to serve:**

- Number of youth to be served:
- Ages of youth to be served (Select one.):
  - ☐ Youth under age 18
  - ☐ Youth between the ages of     and
- Gender(s), check all that apply:
  - ☐ Girls (including transgender girls)
  - ☐ Boys (including transgender boys)
  - ☐ Non-binary
- Youth with the following disabling condition(s):
- Geographic area(s) served by program (town/city, county, etc.):
- Other, please define:

Describe the traditionally underserved or disadvantaged youth population(s) to be supported by this program and how the program will outreach to these population(s). Consider youth of all genders, youth with disabilities, youth in "opportunity deserts," youth living in traditionally under-resourced communities, etc.

**How will these funds be used? Complete each field as applicable.** Each selection will be considered, and potentially awarded, separately.

Purpose of request	Amount Requested
Permits/fees, including access to fields, courts, etc.	\$
Infrastructure improvement (repave courts/reseed fields, new nets, storage for equipment, etc.)	\$
Purchase of gear, uniforms, or equipment for youth	\$
Scholarships/offset cost of youth registration	\$
Personnel costs (coaching, education/instruction of youth, overhead/admin, etc.)	\$
Consumable supplies for youth participants (first-aid supplies, snacks, etc.)	\$
Costs associated with adaptability/making the activity accessible for youth with disabilities	\$
Other, please describe:	\$
<b>Total amount:</b>	<b>\$</b>

**Please describe how one or more of the following will be incorporated into the program:\***

1. Educational connection and achievement – More youth attending and completing school with increased attainment, including programs that have collegiate placement success.
2. Physical health and well-being – Increasing physical activity and positive relationship to one's body.
3. Mental health and well-being – Improving outcomes related to youth mental health and social and emotional skills development and connectedness.
4. Employment – Increasing qualifications and skills, such as collective problem solving, teamwork, and dispute resolution, which help prepare youth for suitable employment.
5. Community cohesion – Breaking down barriers to reduce discrimination, crime, and violence in communities, and help young leaders emerge.

**Please describe the efforts to be taken by the program to ensure the physical and psychological safety of youth participants. Consider policies, procedures, trainings, and activities conducted by the program that will prevent child abuse and enhance interpersonal safety of youth participants. \***

*\*Please refer to <https://ocfs.ny.gov/programs/youth/ya-services/> for a list of suggested resources.*

**Please check each box below to indicate that the required documents are included in this application:**

- ☐ A copy of your program's child protection policy/procedure.
- ☐ A copy of your program's budget.
- ☐ A proposed line-item budget for these funds, should this award be granted.
- ☐ Proof of non-profit status, as applicable.

I attest that the information included in this application is accurate to the best of my knowledge. I agree to provide the municipal youth bureau additional information upon request should award(s) be granted from this application.

SIGNATURE

PRINTED NAME

DATE

***To be completed by the municipal youth bureau only:***

*Date application was received:* Click or tap to enter a date.

*Application was:* ☐ *approved in full*    ☐ *approved in part*    ☐ *denied*

*Program will be funded using:*    ☐ *YSEF*    ☐ *YSEF infrastructure allocation \$*    ☐ *YTS*

*Applicant was notified on (date):* Click or tap to enter a date.

AGREEMENT

Youth Team Sports Program

This Agreement is made as of January 1, 2024, 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, County issued RFP-[ ] dated [ ], soliciting proposals for Youth Team Sports Programs which provide services, opportunities, and supports in life areas to youth under eighteen (18) years of age in Chautauqua County, New York; and

WHEREAS, New York State's Office of Children and Family Services (OCFS) has approved funding for 2023-2024, intended to provide support to local team sports programs across New York state in communities where such programs may be scarce or under-resourced, solely focusing on team sports; and

WHEREAS, for the purposes of Youth Teams Sport Grant, a "team sport" is defined as an organized physical activity in which groups of two or more individuals are in competition with two or more opposing individuals. Sporting activities where individuals engage in competition on behalf of an organized group (such as singles tennis, team golf, or racing sports such as swimming or skiing) are included in this definition; and

WHEREAS, Contractor submitted a proposal in response to said RFP and completed a Universal Application for Youth Team Sports Funding to provide a program to students that

incorporates athletic, nutritional, academic, and social/emotional enrichment throughout Chautauqua County, additionally the teams provide competition, coaches, and scorekeeping; and

WHEREAS, said program is eligible for funding from the New York State Office of Children & Family Services (OCFS) pursuant to Article 19-G of the New York State Executive Law, and

WHEREAS, County, through its County Youth Services Bureau and pursuant to Section 95 of the General Municipal Law, has agreed to act as a local sponsor for the receipt and disbursement of funds received from OCFS for Contractor's program, and

WHEREAS, County is authorized through Resolution No. 162-19 to enter into this Agreement,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Services. Contractor shall provide a Youth Teams Sports Program for Chautauqua County youth under the age of eighteen (18) years of age and will provide services, opportunities, and supports designed to improve youth outcomes in the life areas outlined by the Touchstones framework. Touchstones framework is organized by major life areas: Economic Security; Physical and Emotional Health; Education; Citizenship; Family; and Community.. Contractor asserts it is a local, community-based organization or nonprofit.

Contractor's program aims to foster the following:

- Physical health and well-being - Increasing physical activity and positive relationships to one's body.



- Mental health and well-being - Improving outcomes related to youth mental health, and social and emotional skills development and connectedness.
- Employment - Increasing qualifications and skills, such as collective problem solving, teamwork, and dispute resolution, which help prepare youth for suitable employment.
- Community cohesion - Breaking down barriers to reduce discrimination, crime, and violence in communities, and help young leaders emerge.

Contractor's program shall be provided substantially in accordance with Contractor's program narrative and accompanying documents which are incorporated into this Agreement as if repeated herein, and attached hereto as Appendix B. County is authorized to monitor the total operations of the program, including actual program activities, the preparation of progress reports, and evaluations.

Contractor's services will be provided by fully vetted, educated, experienced, and well-qualified staff. Contractor will provide County with a copy of its child protection policy that includes adherence to local city, agency, school district, and state child protection guidelines.

Contractor shall not, in any manner, represent or claim that it is an agency or department of County. Contractor and all staffing hired through Contractor for purposes of this agreement are independent contractors and not employees, servants, or agents of the County. Contractor and all staffing hired through 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.

Contractor will, however, in all public statements indicate

that funding for the above program has been made available through the assistance of the Chautauqua County Youth Services Bureau and OCFS. All public statements by the Contractor regarding this youth programming should be approved in writing by the Chautauqua County Director of Mental Hygiene and Social Services prior to publication.

All of Contractor's youth development staff including front-line and management are required by County to attend and successfully complete Human Trafficking and Sexual Exploitation training specific to Chautauqua County, which must be completed no later than September 30, 2024.

No current officers, directors, or incorporators of Contractor shall be hired or retained by Contractor to fill any staff position or perform any service required under the Agreement and parents, spouses, siblings, and children of current officers, directors, or incorporators will not be employees paid from these funds without prior written approval of County. Contractor agrees that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion.

Contractor further warrants it will not use Youth Team funding for any of the following:

- Private foundations, as defined in section 509(a) of the U.S. Internal Revenue Code.
- Organizations that discriminate based on age, ethnicity/race, political affiliation, religion, sexual orientation, gender, gender identity, physical or other disability, national origin, or any protected characteristic under local, state, and/or federal law.
- Research or project-planning activities.
- Support for elite or private sports camps, programs, or teams.

- Endowments, memorials, budget deficits, or fundraising activities.
- Religious organizations whose sports programs do not have a secular and community focus
- Lobbying, political, or fraternal activities.

2. Payment. The maximum amount payable under this Agreement is [                    ] payable as laid forth in the Program Budget attached as Appendix C. The Agreement may be amended to include additional funding if so available.

Payment will be made to Contractor based on the attainment of approved performance measures as required by OCFS and shall be documented in an end-of-the-year report to be submitted to the County Youth Services Bureau. Contractor shall collect registration data, including participant demographic information, as required by OCFS in a manner that allows for accurate reporting of anonymized aggregate data. Approved performance measures submitted by Contractor to the County Youth Services Bureau must include measurable performance outcomes as defined by Contractor in Appendix B. Lesser payment may be negotiated based on partial completion of performance measures. The performance measures to be met are laid forth in Contractor's Universal Application for OCFS. The application, which was approved by OCFS and submitted as part of County's 2024 Resource Allocation Plan Youth Development, is found in the Quality Youth Development System (QYDS).

Program effectiveness shall be measured through attendance, rubrics conducted at the beginning and end of each semester, and satisfaction surveys completed by the youth.. Contractor shall collect all data required by the County Youth Services Bureau in order to design more detailed outcomes for any future contracts. Providing verifying documentation on regular participation is

solely the responsibility of Contractor. Contractor shall also submit to County an end of the year report within thirty (30) days upon completion of program year. Contractor's end of the year report shall include information about the number of youth served; demographics including age, race and ethnicity, sex, and primary language spoken at home; services and opportunities provided; and outcomes related to one (1) of the Touchstones life areas, goal and objective(How Much; How well, Better Off).

Payment shall be made quarterly upon submission by Contractor to County of properly executed, itemized, and certified invoices in form and content approved by the County Youth Services Bureau and accompanied by documentation of program costs and expenses, time sheets, fiscal records, and other supporting documentation as may be reasonably requested by County evidencing proof of reimbursable expenditures. All Contractor's expenditures shall be documented in accordance with generally accepted accounting principles. Contractor shall submit its claim vouchers no later than the fifteenth (15<sup>th</sup>) of the month following the end of the quarter. Any invoices, vouchers, or claims not submitted by Contractor within this time frame may be disallowed.

The County Youth Services Bureau will authorize final payment to Contractor after review and approval of all documentation reasonably requested to evaluate program outcome attainment and document fiscal expenditures. In the event the State disallows any expenditure or payment made by County to Contractor, or if an overpayment be made by County to Contractor, Contractor shall within thirty (30) days thereof reimburse County for any overages or amounts disallowed.

Notwithstanding the payment provisions above, County may provide for additional reimbursement upon a showing by Contractor of extenuating circumstances. Under such

circumstances, Contractor must provide a written request for additional reimbursement to the County Youth Services Bureau, indicating under what circumstances such request is being made. Whether additional reimbursement will be provided is at the sole discretion of the County Youth Services Bureau.

Reimbursements to Contractor for services provided hereunder shall be retroactive to January 1, 2024.

3. Term. This Agreement shall commence as of January 1, 2024, and shall terminate September 30, 2024, provided either party may terminate this Agreement at any time upon at least thirty (30) days' advance written notice to the other party. Such notice shall be mailed to the respective signatory of this Agreement via certified mail, return receipt requested. County can immediately by written notice terminate this Agreement in the event Contractor violates any of the provisions hereof. In the event of termination, accounts between the parties shall be adjusted and prorated as of such termination date.

Contractor shall not incur any further obligations pursuant to this Agreement beyond the termination date, and shall provide County within thirty (30) days' of termination with a full report of receipts and expenditure of funds, program activities, accomplishments, and abstracts.

This Agreement shall be deemed executory to the extent of funds provided to County by OCFS and authorized by the County Legislature for the objects and purposes hereof. In the event of a reduction in funding, County reserves the right, by written notice, to immediately terminate this Agreement, in whole or in part, with accounts to between the parties to be prorated and adjusted as of such termination date.

4. Compliance with Laws. 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.

The Contractor agrees to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and any regulations adopted there under. A Business Associate Agreement may be made a part the resulting Agreement. Proposer warrants and represents that its practices, policies and procedures for patient/medical record confidentiality are in full compliance with the "Standards for Privacy of Individually Identifiable Health Information" set forth in 45 CFR160 et seq. as amended, if applicable.

5. 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.

6. 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.

7. 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

BOYS & GIRLS CLUB OF NORTHERN CHAUTAUQUA COUNTY, INC.

BY \_\_\_\_\_ DATE \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

**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.

**Certification.** By submitting a claim to County for payment, Contractor certifies: that claims are just, true, and correct; that goods are of the quantity and quality stated and/or that the services were actually performed; that prices are reasonable and in accordance with this Agreement; that no portion of any claim has been paid; that there exist no offsets or counterclaims; and that no tax is included.

**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 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.** The County 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.

**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.

**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.

**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.

**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 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.

**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.

**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.

**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.

**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 services.

**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 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.

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.

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.

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.

## 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 \_\_\_\_\_, 2023, 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.*

## 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 \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

\_\_\_\_\_, 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 \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

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