



REQUEST FOR PROPOSALS

Allegany County Preliminary Engineering Reports for Sewer Study Priority Projects

ABSTRACT

Allegany County is soliciting proposals from qualified firms to complete eight (8) Preliminary Engineering Reports across Allegany County. This project is funded through an Appalachian Regional Commission Grant and an Empire State Development Grant. This is part of a multi-phase project in which three of the phases are nearly complete. The objective of this project is to complete eight (8) Preliminary Engineering Reports for areas identified in the County-Wide Sewer Study Phase 1, 2, and 4 Draft Report.

Minority-and Women-Owned Business Enterprises (M/WBEs) and Service-Disabled Veteran Owned Businesses (SDVOBs) are strongly encouraged to submit proposals.

All proposals due by 3:00 pm on Friday, September 25, 2026.

Request for Proposals (RFP): Allegany County Preliminary Engineering Reports for Sewer Study Priority Projects

1. General Provisions:

This Request for Proposals (RFP) is published to obtain competitive prices to complete eight (8) Preliminary Engineering Reports for areas identified in the County-Wide Sewer Study Phase 1, 2, and 4 Draft Report. This initiative will provide decision-makers, stakeholders, and community members with an understanding of the expected work, materials, and financing involved in bringing modern sewer infrastructure to the Priority Project areas.

Project Manager:

H. Kier Dirlam, Director of Planning
Allegany County Office of Planning
6087 State Route 19 N
Belmont, New York 14813
Telephone: 585-268-7472
Email: kier.dirlam@alleganyco.gov

2. Qualifications:

The County will be free to make any inquiries deemed necessary to ascertain the qualifications of the contractor and/or the accuracy of statements made by the contractor regarding its qualifications.

3. Contact Information and Requirements:

Along with its response, the proposer of the RFP shall include the following information:

- Name
- Address
- Telephone number
- Fax number (if applicable)
- Email address
- Business website (if applicable)

4. Proposal Cost; Budget Narrative and Justification:

The proposed cost shall be in alignment with the scope of services and deliverables outlined in this RFP. This project is funded through an Empire State Development grant and an Appalachian Regional Commission grant and is subject to all their requirements.

The total cost must represent the full amount billable to Allegany County, including—but not limited to - personnel, travel, materials, equipment, and any other necessary project-related expenses.

Proposals must include a clear and itemized budget narrative that explains how each cost supports the successful and timely completion of the project.

A breakout for each of the eight (8) Priority Areas work should be included showing major parts of the project and the sub-total for that Priority Area.

5. Minority and/or Women-Owned Business Enterprises Compliance

Pursuant to New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 of Title 5, for the purposes of this procurement, New York State Empire State Development establishes an overall goal of 30% for M/WBE participation on the total amount of State funds incorporated into the project. The contractor must help the County meet its M/WBE participation goals as either a certified M/WBE itself and/or through the use of sub-contractor(s).

6. Selection of a Contractor:

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

7. References:

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

8. Proposal Costs:

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

9. Contract Award:

Award of the contract will be made following a review of the proposal by the County Administrator and any additional County staff as deemed appropriate. Approval will be made by a designated committee and contract awarded by the Allegany County Board of Legislators.

10. Method of Award:

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

11. Contract Term:

This will be a one-time purchase.

12. Cancellation of Contract:

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

13. Assignability:

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

14. Insurance:

- a) This document includes an information sheet entitled: ALLEGANY COUNTY STANDARD INSURANCE REQUIREMENTS. These requirements establish the minimum insurance(s) which the contractor(s) shall have in effect prior to entering into a contract to do business with Allegany County. Said insurance(s) are required to remain in effect throughout the term of the contract(s).

In the event that the contractor's insurance lapses during the term of the contract, the County reserves its right to cancel the contractor's contract(s) and to purchase the contracted product(s)/service(s) on the open market, with any increase in cost(s) to Allegany County being charged to the contractor. Credit shall not be issued to the contractor where open market cost(s) to the County are less than the cost(s) contracted with the contractor.

- b) Allegany County shall be named as an additional insured in the contractor's policy for all intents and purposes of contract(s) issued as a result of an award. The document number and title shall be referenced in the description/additional comments section of the certificate of insurance form. PLEASE NOTE: Additional insured and certificate holder must only read: **Allegany County, 7 Court Street, Belmont, New York 14813.**
- c) Contractor will be indemnifying and insuring for cloud-based breaches not caused by the fault of Allegany County.
- d) Each contractor shall submit an original of its Certificate of Insurance (which indicates the contractor's compliance with the above sections a) and b)) to the Allegany County Office of Planning, 6087 State Route 19N, Belmont, New York 14813.
- e) The Certificate of Insurance must be approved by the Allegany County Attorney prior to the proposer's/contractor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.
- f) Self-employed persons must carry Workers' Compensation coverage as directed by the Allegany County Attorney. Contractor shall submit an original Certificate of NYS Workers' Compensation Insurance Coverage form WC 88 31 21 C, which indicates the contractor's compliance, to be approved by the County Attorney prior to the proposer's/contractor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.
- g) Workers' Compensation Insurance Exemption: Contractors claiming to be exempt from the requirement to carry/provide Workers' Compensation Insurance shall submit a fully executed CE-200 form; the form to be completed, notarized, and stamped as received by the New York State Workers' Compensation Board.

15. Non-Collusive Bidding Clause and Certificate:

- a) Clause – “By submission of this bid, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
 - Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.”
- b) The contractor shall submit a signed and dated Non-Collusive Bidding Certificate with its proposal. Said certificate is mandated by chapter 956 of the Laws of New York State, pursuant to Section 103-D of the General Municipal Law. Reference to the “NON-COLLUSIVE BIDDING CERTIFICATE” form is included in this RFP document.

16. Hold Harmless Clause and Form:

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

17. Iranian Energy Sector Divestment Certification:

- a) Contractor hereby represents that said contractor follows New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”.
By submission of this proposal, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each contractor is not the list created pursuant to New York State Finance Law Section 165-a(3)(b).
- b) The contractor shall submit a signed, notarized, and dated Iranian Energy Sector Divestment Certification with its proposal. Said certificate is mandated by Section 103-g of the General Municipal Law. Reference to the Iranian Energy Sector Divestment Certificate form is included in this document.

18. Ineligible Contractor Certification

Contractor hereby represents that it is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standard Provisions.

The contractor shall submit a signed Ineligible Contractor Certification with its proposal. Said certification is included in this document.

19. Certification of Non-Debarment

Contractor hereby represents to the best of its knowledge and belief that it and its principals:

- a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b) of this certification; and
- d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

The contractor shall submit a signed Certification of Non-Debarment or Suspension Certification with its proposal. Said certification, which is mandated by 2 CFR 200.214, Appendix II(H). Where the contractor is unable to certify any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

20. Byrd Anti-Lobbying Amendment:

The contractor hereby represents that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, offer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352.

The contractor shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. §1352.

The contractor hereby represents that any lower tier participant involved in the performance of this Agreement will comply with 49 CFR part 20, "New Restrictions on Lobbying."

21. Addendum/Addenda:

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

Allegany County does not ensure the potential proposer receipt of an addendum. It shall be the responsibility of each contractor, prior to submitting its proposal, to contact the Office of Planning, 585-268-7472, to determine if an addendum has been issued.

- b) An addendum shall be available for review and/or copy at the Allegany County Office of Planning, 6087 State Route 19N, Belmont, New York 14813, and will also be available on the county website at www.alleganyco.gov.
- c) It is a requirement that the proposer sign, date, and include the addendum with its submission.

22. Submission of Proposals:

The proposer shall submit five (5) sets of its RFP, including all required documents (e.g., signed clauses, statements, forms, bonds, insurance, manufacturer's specifications, etc.).

1. **One (1) set shall be stamped (or otherwise indicated) as being the "ORIGINAL".**
2. **The four copies shall be stamped (or otherwise indicated) as being the "DUPLICATE" or "COPY".**
3. **A pdf scan of the entire application emailed to H. Kier Dirlam at kier.dirlam@alleganyco.gov.**
4. **Information presented in the "ORIGINAL" set of the RFP submission shall prevail.**
 - The RFP shall be submitted in a sealed, opaque envelope marked on the outside with the proposer's names and address and the designation: "Sealed Proposal: Allegany County Planning – Priority Sewer Projects".
 - The envelope shall be addressed to Kier Dirlam, Allegany County Office of Planning, 6087 State Route 19N, Belmont, New York 14813.
 - Facsimile transmitted proposals are not acceptable and will be rejected.
 - You must submit a separate RFP response for each different solution you are proposing.

19. Late Proposals:

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

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

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

21. Civil Rights:

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

22. Information to be Included in the Proposal:

- a) Title page: include the RFP subject, name of proposer's firm, local address, telephone number, name of contact person, and date of submission.
- b) Letter of transmittal: limit to one or two pages with the following:
 - 1. Briefly state the proposer's understanding of the work to be done.
 - 2. Provide the name(s), title(s), address(es), and telephone number(s) of the individual(s) authorized to represent the proposer in matters related to this proposal.
 - 3. Give the firm's federal taxpayer's identification number.
- c) Proposer's profile: state whether the firm is local, regional, or national.

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

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

23. Modification or Withdrawal of Proposals:

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

24. Responsibilities for Work:

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

25. Consideration of Proposal; Acceptance of Proposal (Award):

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

26. Execution of Contract/Certificate of Insurance:

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

27. Commencement of Work:

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

28. Supportive Specifications:

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

29. Sales Tax Exemption:

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

30. Protection from Claim Against “Equal or Better” or “Or Equal”:

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

31. Evaluation Process:

- a) After determining that a proposal satisfies the mandatory requirements stated in the RFP (see the section regarding eligibility criteria), the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. The award of a contract resulting from this RFP shall be based on the best value of the proposals received, which optimizes quality, cost, and efficiency, among responsive and responsible offerors. Evaluation criteria are outlined in the RFP and are designed to support an objective and quantifiable review process.
- b) Allegany County reserves the right to consider historic information and facts, whether gained from the proposer’s proposal, question and answer conference, references, or any other sources in the evaluation process.
- c) It is the proposer’s responsibility to submit information related to the evaluation categories, and Allegany County is under no obligation to solicit such information if it is not included with the contractor’s proposal.

32. Evaluation Process:

As provided in the Allegany County Policy on Conflicts of Interest, no employee, officer, agent, or board member, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing individuals may participate in the selection, award, or administration of a contract supported with FTA assistance if a conflict of interest, real or apparent, would be involved. Such a conflict arises when any of those individuals previously listed has a financial or other interest in the firm selected. Furthermore, the County’s officers, employees, agents, or board members may neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontractors.

33. Contract Award:

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

34. Questions:

Proposer's written questions will be accepted until **4:00 p.m. on Thursday, September 17, 2026** and shall be submitted in writing to H. Kier Dirlam, 6087 State Route 19N, Belmont, New York 14813 or by email to kier.dirlam@alleganyco.gov. All questions and addendums will be posted on the County's website www.alleganyco.gov on Monday, **September 21, 2026, by 4:00 p.m.** No questions will be accepted after the RFP deadline.

GENERAL TERMS AND CONDITIONS

Scope:

It is the intent of this RFP to obtain competitive proposals for preparation of eight (8) Preliminary Engineering Reports for sewer facilities. The outcome will be the development of the Allegany County Preliminary Engineering Reports for Sewer Study Priority Projects, which will serve as engineering to comply with New York State and Federal guidelines as well as being complete for application for state and federal funding across the County.

Qualifications:

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

Quantities:

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

Cost Proposal:

The proposer shall submit a comprehensive cost proposal. The term "comprehensive cost proposal" is defined as the total aggregate cost billable to Allegany County, presented as a single, lump-sum amount encompassing all expenses related to the project.

Standards, Codes, and Laws:

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

Manufacturer(s):

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

Invoicing:

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

Contact Person:

Questions, concerns, and/or requests for clarification specific to the RFP should be directed to H. Kier Dirlam, Director of Planning, 6087 State Route 19N, Suite 180, Belmont, New York 14813, phone: 585-268-7472 or email kier.dirlam@alleganyco.gov.

Background Information and Purpose

Allegany County is in southwest New York State along the Pennsylvania border. The County is approximately 1,035 square miles of hilly terrain and elevations that reach over 2,500 feet in some areas. There are 29 towns and 10 villages, all rural in nature, with a total population of 46,778 estimated for 2026. The largest communities (Wellsville, Cuba, and Alfred) each have populations between 3,000 and 7,000, while remaining communities each have populations of less than 1,000.

Allegany County's last sewer study dated back to the 1960's. During the last few years Allegany County has been working with our consultant on undertaking three phases of the sewer study. The first phase was to analyze those municipalities that currently have municipal sewer infrastructure. The second phase was to analyze the municipalities that realistically could use municipal sewer infrastructure but do not currently have any as well as areas adjacent to existing facilities that should have been served. The fourth phase was a long-term maintenance and implementation Plan. This Request for Proposals (RFP) is for the third phase working on Priority Projects identified in the first two phases to develop Preliminary Engineering Plans. We have identified eight (8) Priority Project areas around the County.

Project Details.

Allegany County is soliciting proposals from qualified consultants to undertake the creation of Preliminary Engineering Reports for eight (8) Priority Project areas within the County to make them ready to apply for funding through New York State and Federal funding sources.

The project timeframe due to grant extension time limits **must be fully complete by June 30, 2027.**

This project is funded through the Appalachian Regional Commission and New York State Empire State Development. The project must comply with all requirements by these funding sources. The project's Preliminary Engineering Reports must comply fully with New York State Environmental Facility Corporation requirements for inclusion on the Intended Use Plan.

I. Scope of Work

Allegany County is seeking proposals from qualified firms to analyze and complete Preliminary Engineering Reports for eight (8) areas of the County as noted. Each of the eight reports will be stand-alone for the municipality(ies) to utilize. These Projects are located generally as follows:

Almond – Alfred: includes collection and transmission for the Village of Almond, parts of the Town of Almond, parts of the Town of Alfred and connection/upgrades to the Village of Alfred WWTP.

Angelica: includes collection and transmission as well as potentially processing the area for the Village of Angelica and parts of the Town of Angelica with options for treatment in Angelica or connection to the proposed Belfast system.

Andover: includes reviewing and updating the vintage 2018 Preliminary Engineering Report for the Village of Andover and parts of the Town of Andover to modern practices and cost estimates.

Belfast: includes collection and transmission as well as potentially processing the area of the Hamlet of Belfast and connections to the north to Houghton WWTP or creation of a WWTP facility in Belfast. Analyze potential upgrades needed to the Houghton WWTP to accommodate this additional material.

Bolivar: includes collection and transmission as well as potent upgrades to the Village of Bolivar WWTP. Identified multiple areas in the Town of Bolivar to add collection that have long term needs.

Burns: includes collection and transmission as well as potential upgrades to the Village of Canaseraga WWTP for unserved parts of the Village and Town of Burns. There is an option to extend service into the Town of Grove to the hamlet of Swain.

Cuba: includes a new line servicing an area south of the Village to the former Great Lakes Cheese facility and adjacent unserved residences and businesses with collection and transmission as well as potentially upgrades to the current Village of Cuba WWTP.

Rushford: includes collection and transmission as well as potentially options for treatment or connection to the Houghton WWTP. Analyze potential upgrades needed to the Houghton WWTP to accommodate this additional material. Area includes the Hamlet of Rushford, all the properties around Rushford Lake and potentially down to the Hamlet of Caneadea. May also include along NYS 19 from Caneadea to Houghton's current system.

Description of Requirements:

- This RFP includes the creation of Preliminary Engineering Reports (PER) for each of the eight (8) Priority Project areas.
- All PERs must strictly adhere to the New York State Environmental Facilities Corporation (EFC) Engineering Report Outline known as "Engineering Report Outline for New York State Wastewater Infrastructure Projects" available at <https://efc.ny.gov>. This ensures compliance with EFC and DEC standards for State Revolving Fund (SRF) financing or Wastewater Infrastructure Engineering Planning Grants.
- Provide adequate details to be eligible for Community Development Block Grants (CDBG).
- Provide adequate details to be eligible for USDA Rural Development grant funding.
- These PERs should be written to be compliant to score well on the aforementioned various funding sources and be in compliance with all New York State and Federal requirements.

- The consultant is expected to work closely with each Town and Village to assure that the project options are fully developed and carefully considered for future choices to be determined. When possible, multiple options should be considered for layout, cost efficiency, and processing of the waste stream.
- All PERs should be compliant with State Environmental Quality Review Act (SEQRA) and National Environmental Policy Act (NEPA).

Specific Information for the eight (8) Projects:

Project 1

Almond – Alfred: includes collection and transmission for the Village of Almond, parts of the Town of Almond, parts of the Town of Alfred and connection/upgrades to the Village of Alfred WWTP.

Description:

The Village of Alfred has sewer collection and treatment within the Village. The Towns of Alfred and Almond as well as the Village of Almond do not have any facilities. Growth has been extremely limited along one of the busiest roads in Allegany County despite the traffic numbers. Much of that stems from lack of sewer infrastructure. This project has been conceptually developed for more than 30 years.

In the 1990s, the Villages of Alfred and Almond and the Towns of Alfred and Almond expressed interest in public sewers. In 1995, the Alfred, Almond, and Hornellsville Sewer Authority was formed to support and administer a regional wastewater project that included the Towns of Alfred, Almond, and Hornellsville, and the Villages of Alfred and Almond. The 1995 project included a pump station with a transmission main that discharged to the Village of Hornell POTW. While the project did not advance to final design, the Towns of Alfred and Almond and the Village of Almond are still interested in a regional approach to public sewers. There is no discussion of sending the materials to the Hornell facility. The plan is to collect the effluent and pump it up to the Village of Alfred WWTP.

Parcels in the proposed Alfred-Almond Joint Sewer District service area face space limitations for septic system upgrade and/or replacement, and the lack of public sewers has restricted economic development. A low-pressure collection system discharging to the Village of Alfred POTW could support institutional, residential, and economic needs in this corridor. Revisiting the transmission main to Hornell is another alternative for treatment.

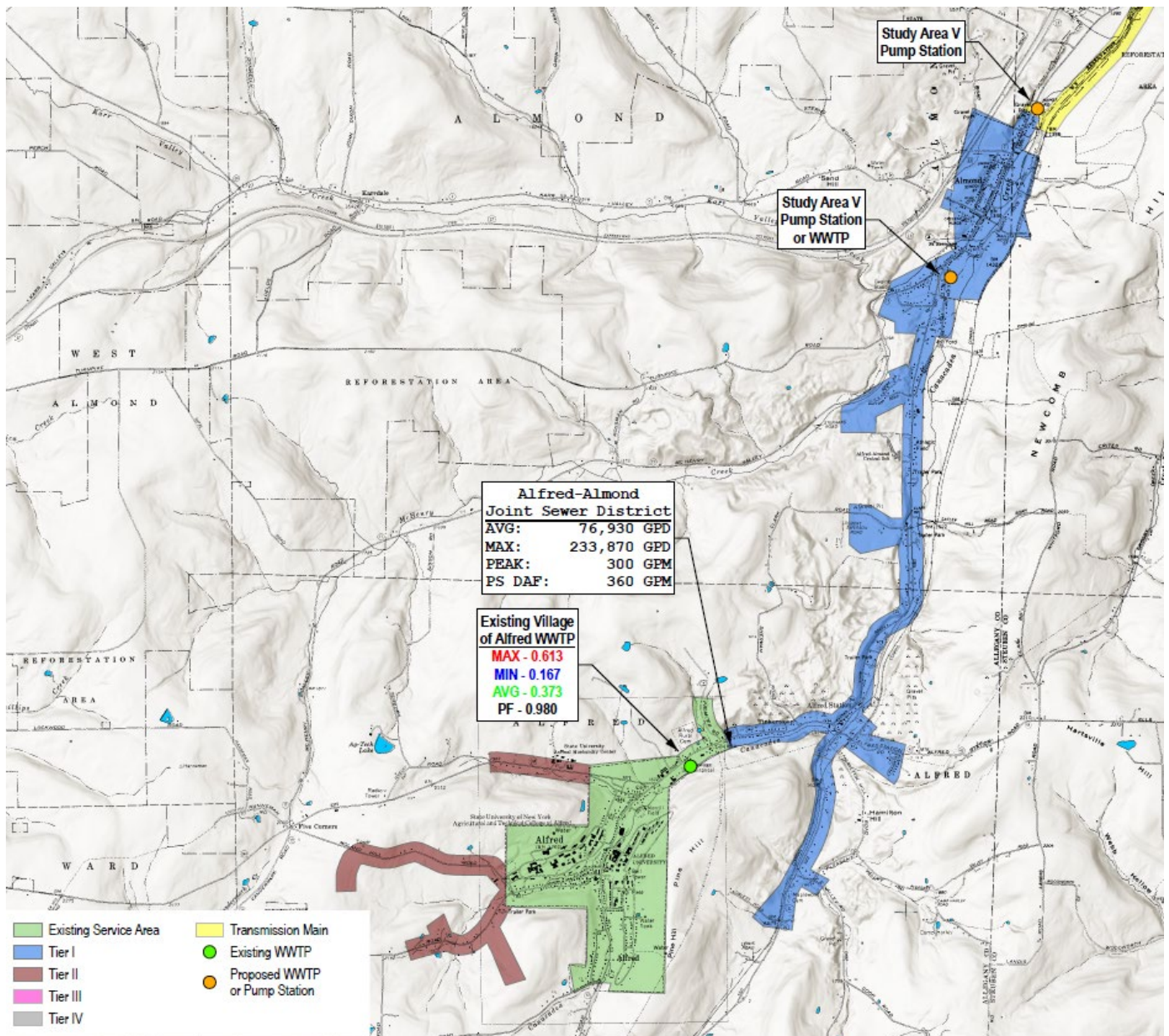
This project includes:

- All properties in the Village of Almond,
- In the Town of Almond:
 - Properties adjacent to the Village of Almond,
 - Properties along part of McHenry Valley Road,
 - Along NYS 21 south to the Town Line,
 - Along Old Whitney Road,
 - In the Whitney Valley Heights subdivision,
 - In the Twin Valley Terrace subdivision,
 - Alfred-Almond Central School,
 - Clark Road Ext. Subdivision,
 - Along Whitford Road, and
 - Any other areas or extensions determined by the Town during the PER development.
- In the Town of Alfred:
 - Along NYS 21 south from the Town Line to Sibley Road,

- Properties along Shaw Road,
- Properties along part of Alfred Station Road (CR 42),
- Properties along part of East Valley Road,
- Properties along NYS 244 to the Village line,
- Properties in Alfred Station on Hamilton Hill Extension,
- ASK Chemicals facilities, and
- Any other areas or extensions determined by the Town during the PER development.
- Village of Alfred
 - Analysis of upgrades to the Village of Alfred WWTP to handle all of these additional areas.
 - Any other areas or extensions determined by the Village during the PER development.

The area of interest for this project are shown on the map in blue.

Identified Initial Coordination: Sewer district formation, sewer department formation, and review existing sewer authority vs. Intermunicipal Agreements (IMA).



Specific Information for the eight (8) Projects: Project 2

Angelica: includes collection and transmission as well as potentially processing the area for the Village of Angelica and parts of the Town of Angelica with options for treatment in Angelica or connection to the proposed Belfast system.

Description:

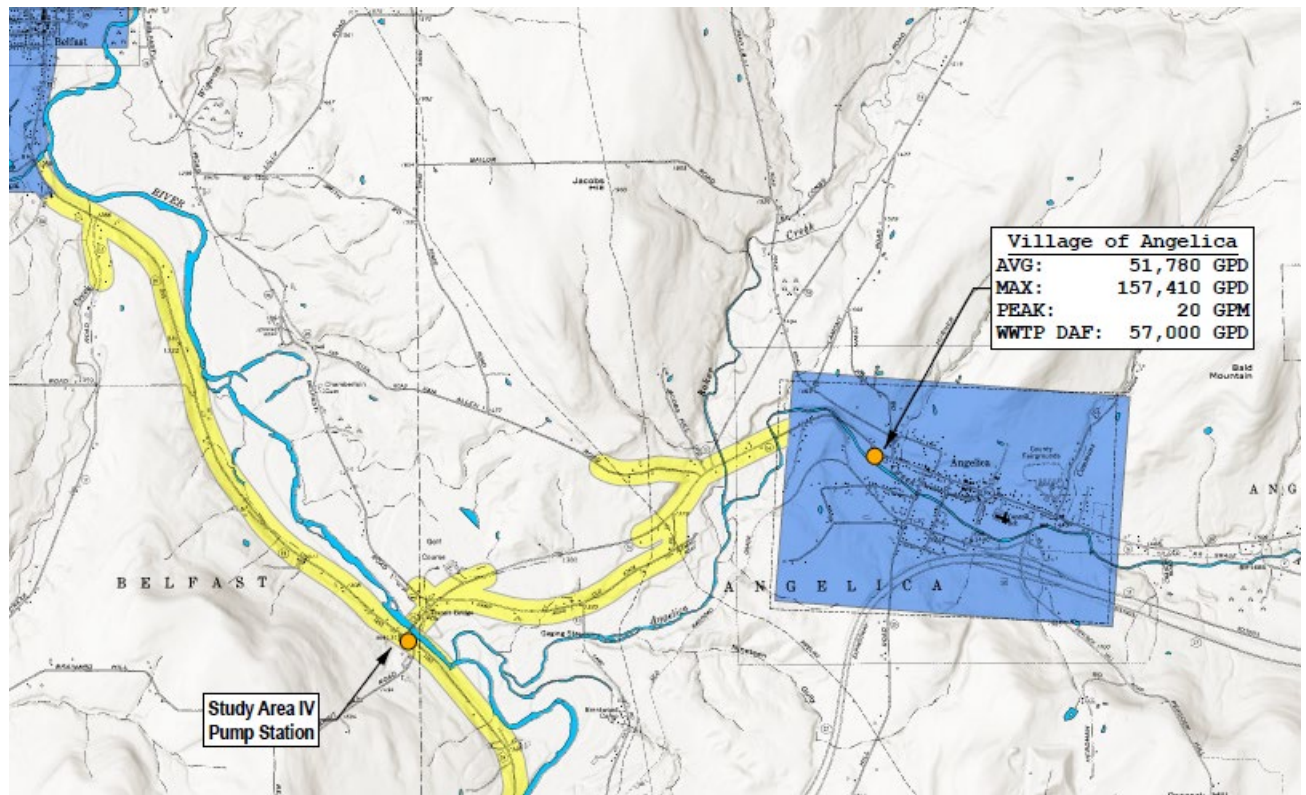
The Village of Angelica does not have sewer facilities. The Village of Angelica has experienced limited economic growth due, in part, to failing septic systems and limited ability to upgrade systems on existing parcels. In a few instances, the condition of individual treatment systems prohibits the sale or redevelopment of existing parcels. This project will include analysis of all options for treating effluent and collection systems. Two potential methods were initially identified to either build a WWTP in the Town of Angelica or run the lines to Belfast to connect to the Houghton WWTP if Belfast were to do their project.

This project includes:

- All properties in the Village of Angelica.
- in the Town of Angelica
 - May include properties east of the Village along CR 16 Birdsall Road (not shown on the map),
 - Includes option to connect west of the Village to Belfast's potential system,
 - Includes west on CR16 to Old State Road,
 - Includes Old State Road,
 - Includes part of Camp Road north of the Angelica Creek bridge,
 - Includes properties along CR 16 to Transit Bridge and buffer up CR 26, and
 - Includes potential properties along NYS 19 from Transit Bridge north to Hamlet of Belfast.

The areas of interest for this project are shown on the map in blue and yellow.

Identified Initial Coordination: Sewer district formation, sewer department formation, and Intermunicipal Agreements (IMA).



Specific Information for the eight (8) Projects:

Project 3

Andover: includes the review and updating the vintage 2018 Preliminary Engineering Report for the Village of Andover and parts of the Town of Andover to modern practices and cost estimates.

Description:

The Village of Andover does not have sewer facilities. The Village of Andover has experienced limited economic growth due, in part, to failing septic systems and limited ability to upgrade systems on existing parcels. In a few instances, the condition of individual treatment systems prohibited the sale or development of existing parcels. The Village of Andover sewer project includes a local WWTP in the Village. In place of the WWTP, a pump station with transmission main along SR417 that discharges to the Village of Wellsville can also be considered. The transmission main can expand the service area to include sewer districts in the Towns of Andover and Wellsville, including the potential Town of Wellsville Truax / Morningside Sewer District.

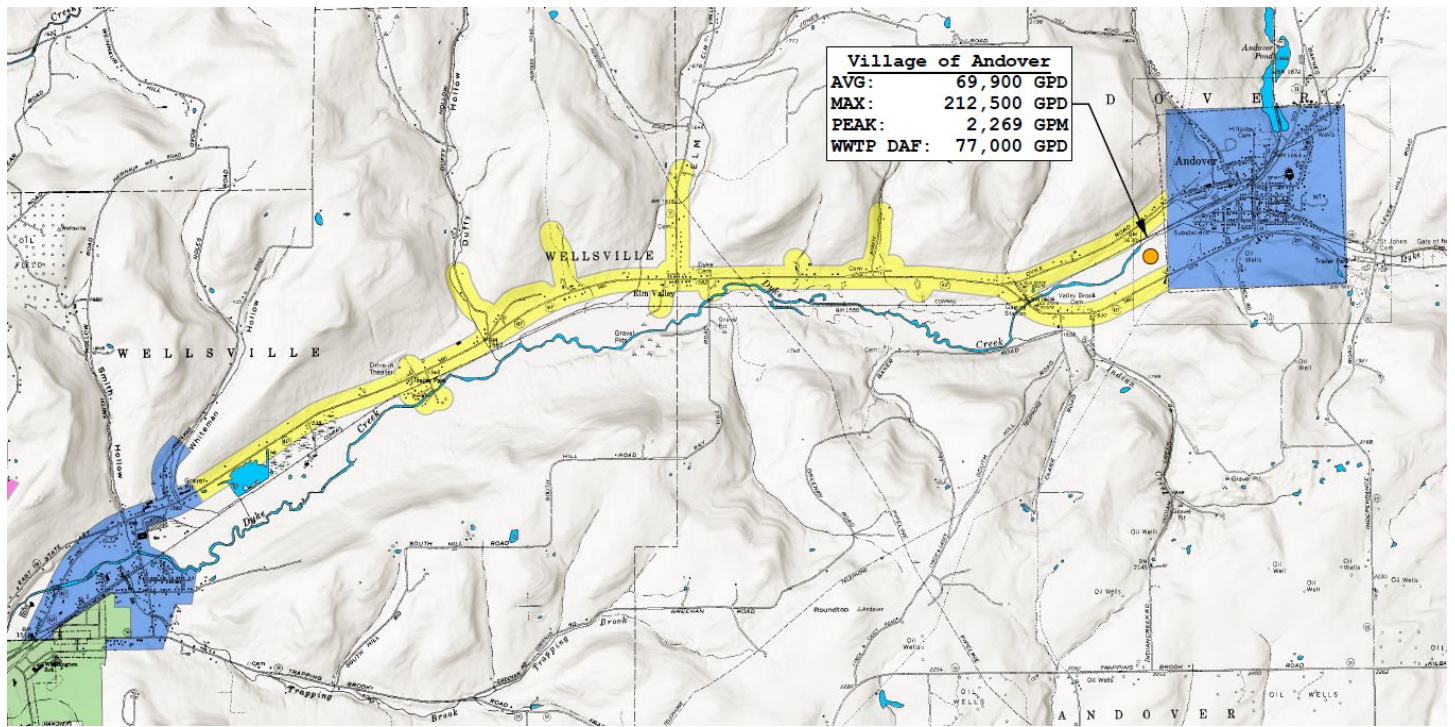
The Village currently has a project listed on the New York State Clean Water State Revolving Fund Intended Use Plan for planning, design and construction of a collection system and wastewater treatment facility. This plan needs to be updated and is the primary expectation for this Priority Project.

This project includes:

- Village of Andover
 - All streets, homes, and businesses.
- Town of Andover
 - Option for disposal line to the Village of Wellsville - Lines to Wellsville and reasonable additional properties along that line including parts of various side streets as part of the discussion with the Town of Andover, Town of Wellsville, and Village of Wellsville.

The areas of interest for this project are shown on the map in blue and yellow.

Identified Initial Coordination: Sewer department formation. Sewer Districts formation if connected to residents in the Town of Andover and Town of Wellsville. Intermunicipal Agreements as needed.



Specific Information for the eight (8) Projects: Project 4

Belfast: includes collection and transmission as well as potentially processing the area of the Hamlet of Belfast and connections to the north to Houghton WWTP or creation of a WWTP facility in Belfast. Analyze potential upgrades needed to the Houghton WWTP to accommodate this additional material.

Description:

The Town of Belfast does not have any sewer facilities. The Hamlet of Belfast has consistently been identified as a priority community due to septic issues, small parcels, and interest expressed during municipal meetings. A low-pressure collection system with individual grinder pumps and a wastewater treatment plant located in the Hamlet of Belfast provides a long-term solution. This service area provides immediate health and environmental benefits and integrates with broader long-term regional wastewater strategies.

An Alternative Plan: The Belfast/Caneadea joint Sewer District expands the Town of Belfast, Belfast Sewer District to include the Hamlets of Oramel and Caneadea. Low-pressure sewers with regional pump stations and transmission mains along NY Route 19 provide a long-term solution. This service area provides health and environmental benefits and integrates the broader long-term regional wastewater strategies. The service area does not include flow from Rushford or Rushford Lake.

This project includes:

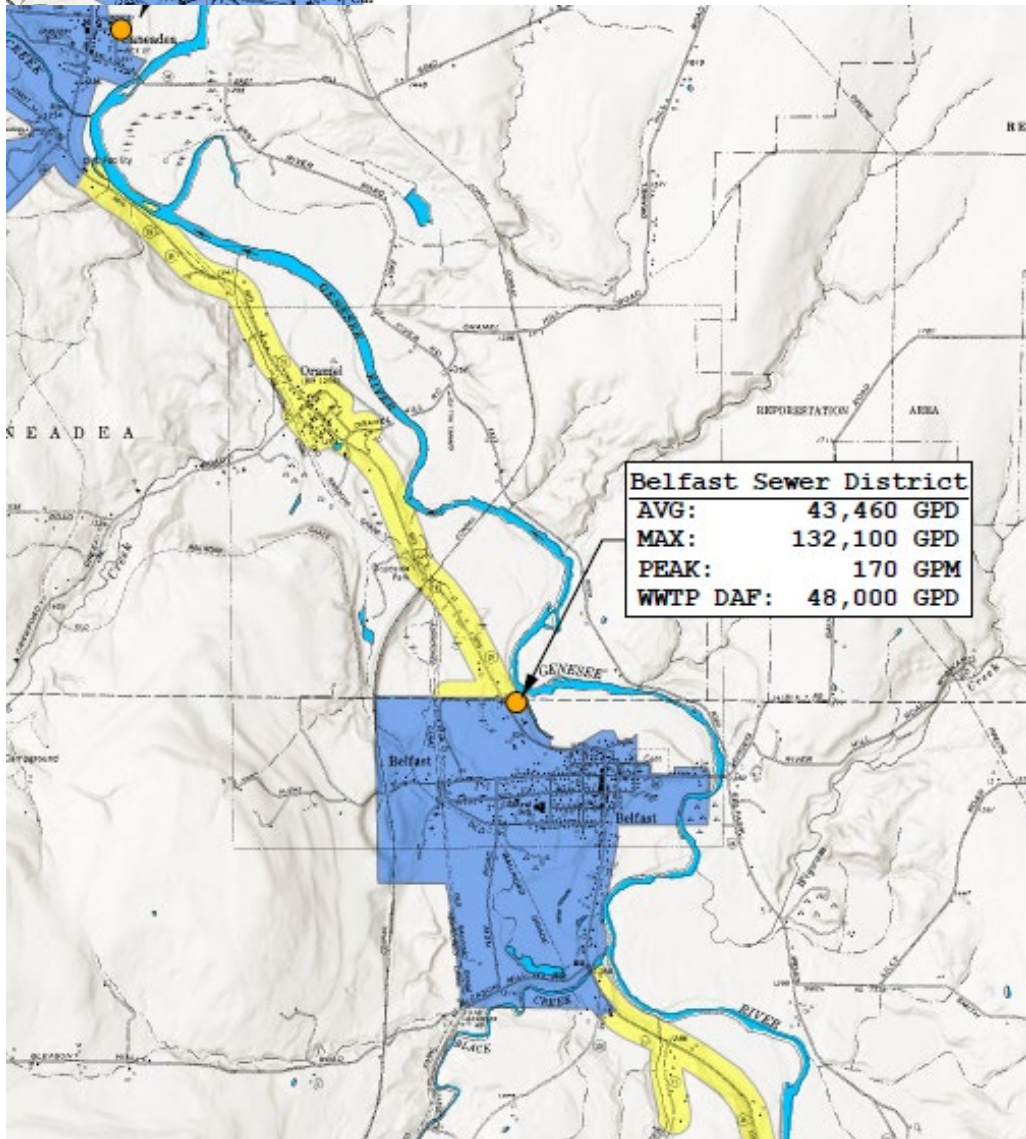
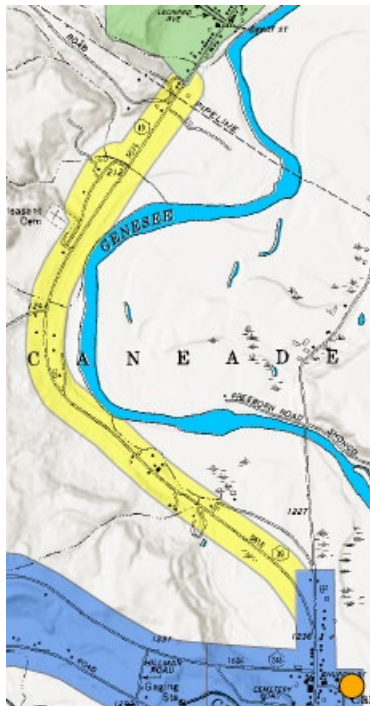
Town of Belfast:

All residents and businesses in the Hamlet of Belfast with an approximate boundary at the north Town border, east to the Genesee River, south to NYS Route 305 and west to NYS Park – Genesee Valley Greenway, west including the extension of Hughes Street as shown on the map.

Town of Caneadea: For alternative additional project - Collection of properties along NYS 19 through and including the Hamlet of Oramel and Hamlet of Caneadea to Houghton WWTP.

The areas of interest for this project are shown on the map in blue and yellow with the exception of the part of the blue that comes from Rushford Lake project (discussed in a later priority project).

Identified Initial Coordination: Sewer district formation, sewer department formation, and Intermunicipal Agreements (IMA).



Specific Information for the eight (8) Projects: Project 5

Bolivar: includes collection and transmission as well as potent upgrades to the Village of Bolivar WWTP. Identified multiple areas in the Town of Bolivar to add collection that have long term needs.

Description:

The Village of Bolivar has sewer facilities. The Town of Bolivar does not have sewer facilities. The Village of Richburg is only served by a single line to the Richburg school building. The Town of Bolivar has identified an interest in public sewers along the NYS Route 417 corridor extending from the Village of Bolivar limits to the Town of Genesee limits. Klien Cutlery, LLC is located on Refinery Road in the Town of Bolivar and currently trucks its wastewater to the Village of Bolivar WWTP. Residential concerns include small lot size for upgrading individual treatment systems and proximity to private wells. A cost-effective alternative includes a low-pressure sewer system. The service area benefits residents and helps promote economic growth.

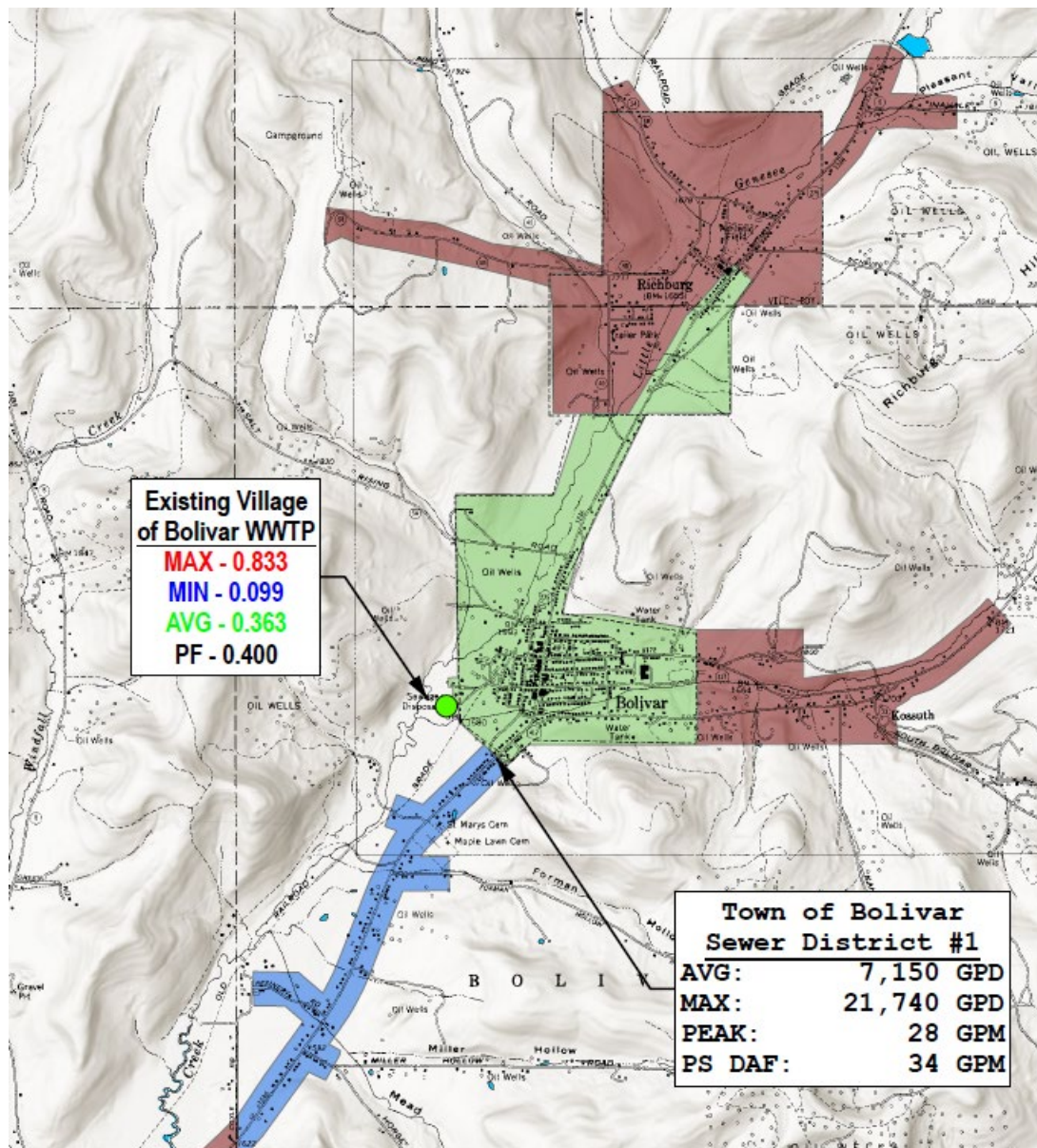
In discussions with the Town and Village there is interest in exploring additional areas for sewer collection as separate phases of projects as shown on the map.

This project includes:

- Town of Bolivar:
 - NYS 417 SW of the Village,
 - Refinery Road,
 - Part of Horse Run Road/Miller Hollow,
 - NYS 417 East of the Village beyond the Hamlet of Kossuth as shown on the map,
 - Hamlet of Kossuth,
 - Kossuth Road,
 - Part of South Bolivar Road,
 - Part of Kansas Hollow Road,
 - Part of Shaner Hill Road,
 - Olive Street,
 - North Main Street in Bolivar, and
 - Unserved areas within the Village of Bolivar.
- Village of Richburg
 - Unserved areas within the Village of Richburg.
- Town of Wirt
 - NYS 275 north of the Village of Richburg as shown on the map,
 - Part of Inavale Road,
 - Part of CR 5B to the Sunny Hill Campground (including services for the Campground), and
 - Other areas as determined with the Towns and Villages.

The areas of interest for this project are shown on the map in blue, yellow and burgundy blush.

Identified Initial Coordination: Sewer district formation, sewer department formation, and Intermunicipal Agreements (IMA).



Specific Information for the eight (8) Projects:

Project 6

Burns - Canaseraga: includes collection and transmission as well as potential upgrades to the Village of Canaseraga WWTP for unserved parts of the Village and Town of Burns. There is an option to extend service into the Town of Grove to the Hamlet of Swain.

Description:

The Village of Canaseraga has sewer facilities. The Towns of Burns and Grove do not. The Town of Burns identified the Garwoods area as a potential service area due to seasonally high ground water table and flooding concerns that occasionally limit the effectiveness of on-site septic systems.

Low pressure sewers along State Route 70 (SR70) with individual grinder pumps that discharge to the Village of Canaseraga POTW would replace existing septic systems. Included in the area upgrades to an existing pump station in the Village of Canaseraga so it can convey the additional load from the joint sewer district.

This system addresses water quality concerns caused by seasonal flooding, high ground water table and failing septic systems. The service area also promotes economic growth and development along the SR70 corridor.

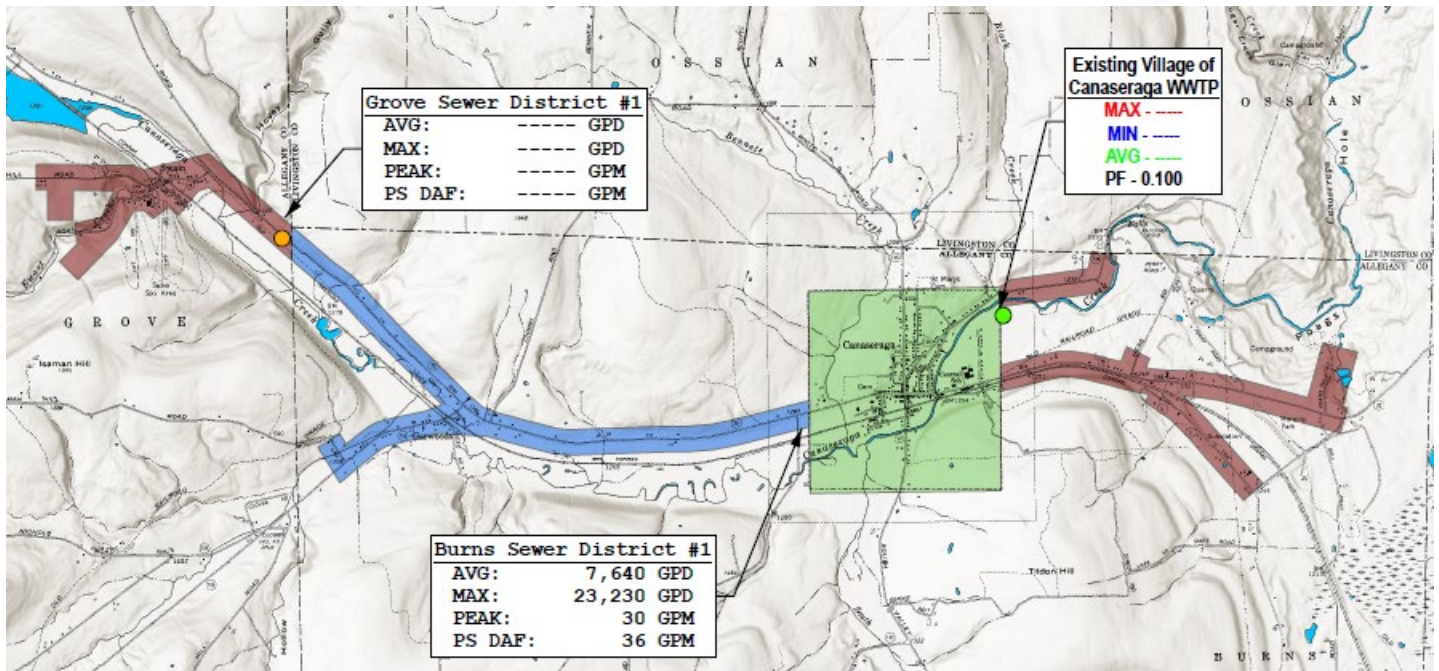
Additional areas of interest are the extension of service to the Hamlet of Swain along NYS 70, and extensions adjacent to the Village of Canaseraga into the Town along routes as described below.

This project includes:

- Town of Burns:
 - Properties West of the Village along NYS 70 to the Town line,
 - Properties southwest along CR 15B in the Hamlet of Garwoods,
 - Properties on Moneghan Road as shown on the map to the former railroad grade,
 - Properties east of the Village along CR 13B to the County Line,
 - Properties east of the Village along NYS 70 to the intersection with Moraine Road as shown on the map,
 - Properties along Poags Hole Road to the campground at Sun Valley, and
 - Properties along NYS 961F to intersection with Moraine Road.
- Town of Grove
 - Properties along NY 70 to the intersection with CR 24,
 - Properties in the Hamlet of Swain including:
 - along CR 24,
 - Mill Street,
 - Swain Ski Resort,
 - part of Swain Hill Road,
 - Slopeside Smt, and
 - Chalet Ridge.

The areas of interest for this project are shown on the map in blue, yellow and burgundy blush.

Identified Initial Coordination: Sewer district formation, sewer department formation, and Intermunicipal Agreements (IMA).



Specific Information for the eight (8) Projects: Project 7

Cuba: includes a new line servicing an area south of the Village to the former Great Lakes Cheese facility and adjacent unserved residences and businesses with collection and transmission as well as potentially upgrades to the current Village of Cuba WWTP.

Description:

The Village of Cuba has sewer infrastructure. The Town is partially served but not to the south of the Village. A former cheese factory site, located south of the Village of Cuba on NYS Route 305, has been identified as an economic development area that can be enhanced by providing public sewers and connecting to the Village of Cuba wastewater collection system. This service area promotes economic development by enhancing underutilized industrial facilities and eliminating the industrial treatment works associated with the former cheese factory site.

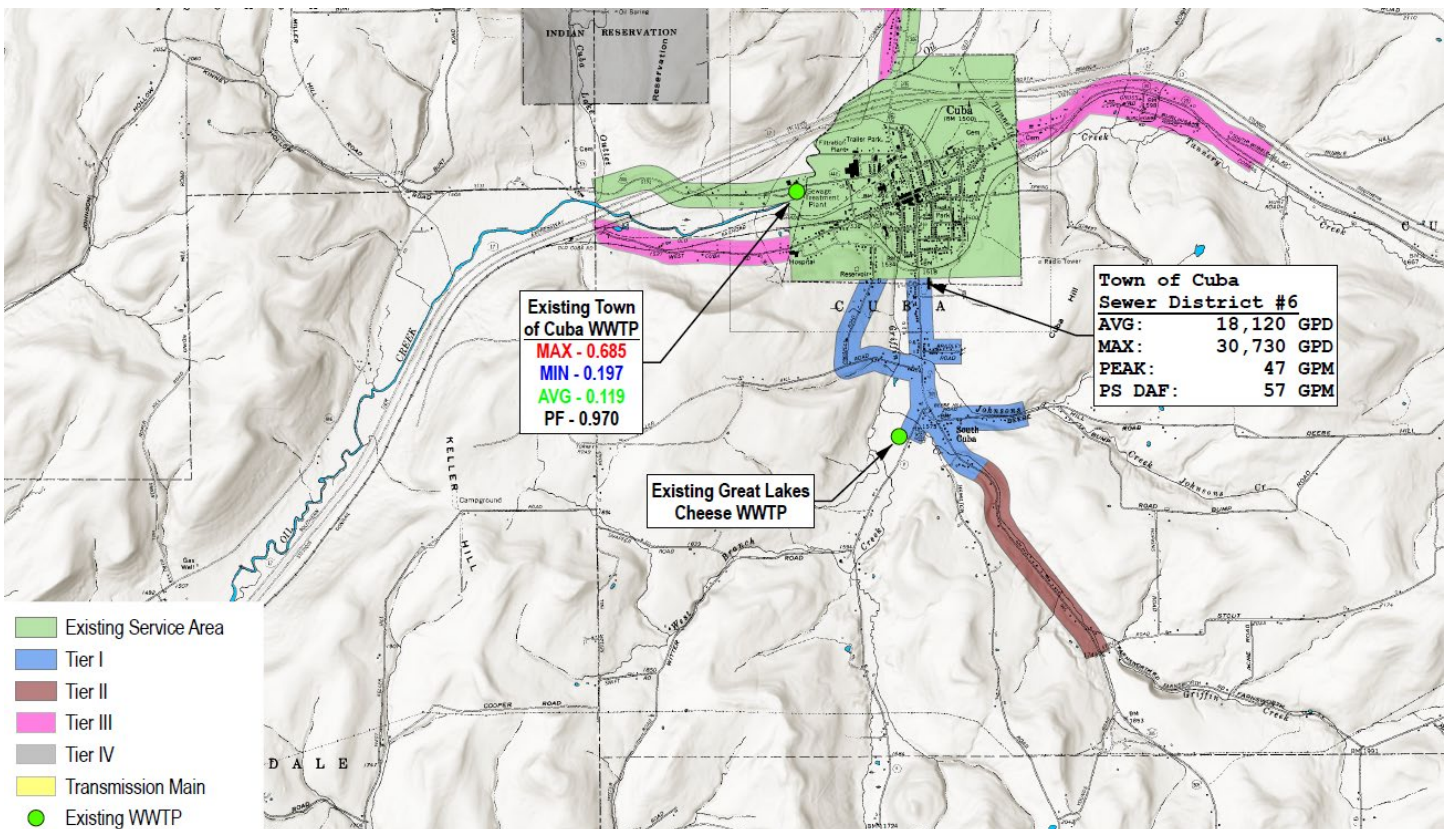
This project includes:

The sewer district service area includes sewers along portions of

- Prospect Street,
- Keller Hill Road,
- Bradley Avenue,
- NYS Route 305,
- Haskell Road, and
- Beebe Hill Road.

The areas of interest for this project are shown on the map in blue. The burgundy – blush area on NYS 305 can be considered in this project.

Identified Initial Coordination: Sewer district formation and review existing Intermunicipal Agreement (IMA) with Village of Cuba.



Specific Information for the eight (8) Projects:

Project 8

Rushford: includes collection and transmission as well as potentially options for treatment or connection to the Houghton WWTP. Analyze potential upgrades needed to the Houghton WWTP to accommodate this additional material.

Description:

Properties around Rushford Lake in the Towns of Rushford and Caneadea and in the Hamlets of Rushford and Caneadea face septic system constraints due to topography, parcel configuration and size, proximity to private wells, and proximity to surface waters. Local code compliance officers have received unconfirmed reports that in a few cases, multiple parcels around Rushford Lake may connect to a common on-site treatment system, which is not allowed by DOH for residential on-site treatment systems.

Area includes the Hamlet of Rushford, all the properties around Rushford Lake, and potentially down to the Hamlet of Caneadea. May also include along NYS 19 from Caneadea to Houghton's current system. This is the most potentially complicated Priority Project as there are several options that need to be analyzed for collection and processing of the Hamlet of Rushford with Rushford Lake having two apparent options for treatment. This project may include the Hamlet of Caneadea being picked up and running the line to the current Houghton WWTP. Upgrades to the Houghton WWTP will need to be identified.

The Rushford Lake Joint Sewer District is a comprehensive service area that includes collection systems around Rushford Lake in the Towns of Rushford and Caneadea and in the Hamlets of Rushford and Caneadea. A low-pressure collection system with individual grinder pumps and a wastewater treatment plant located in the Hamlet of Caneadea is a potential, cost effective, long term regional solution for the service area. Water quality improvements to Rushford Lake can be significant by eliminating indirect sanitary discharge to the lake from failing septic systems.

Town of Rushford, Hamlet of Rushford Sewer District

The Hamlet of Rushford has experienced limited economic growth due, in part, to failing septic systems with limited ability to upgrade on existing parcels.

Rushford / Rushford Lake Joint Sewer District

The Hamlet of Rushford / Rushford Lake Joint Sewer District service area combines the Hamlet of Caneadea, the Rushford Lake Joint Sewer District, and the Hamlet of Rushford service areas into a single service area. While this service area is viable, community interest has been mixed. However, the combined service area provides the most environmental, health, and safety benefits of the options considered for providing sewers to the Hamlet of Caneadea, the Rushford Lake area, and the Hamlet of Rushford. This service area was included in the 1969 and 1979 studies.

Rushford Lake Joint Sewer District

Options considered to provide treatment include:

- 1) a packaged WWTP located north of the hamlet of Caneadea on NYS Route 19, or
- 2) a pump station at the same location with a transmission main along NYS Route 19 that discharges to the existing Town of Caneadea POTW.

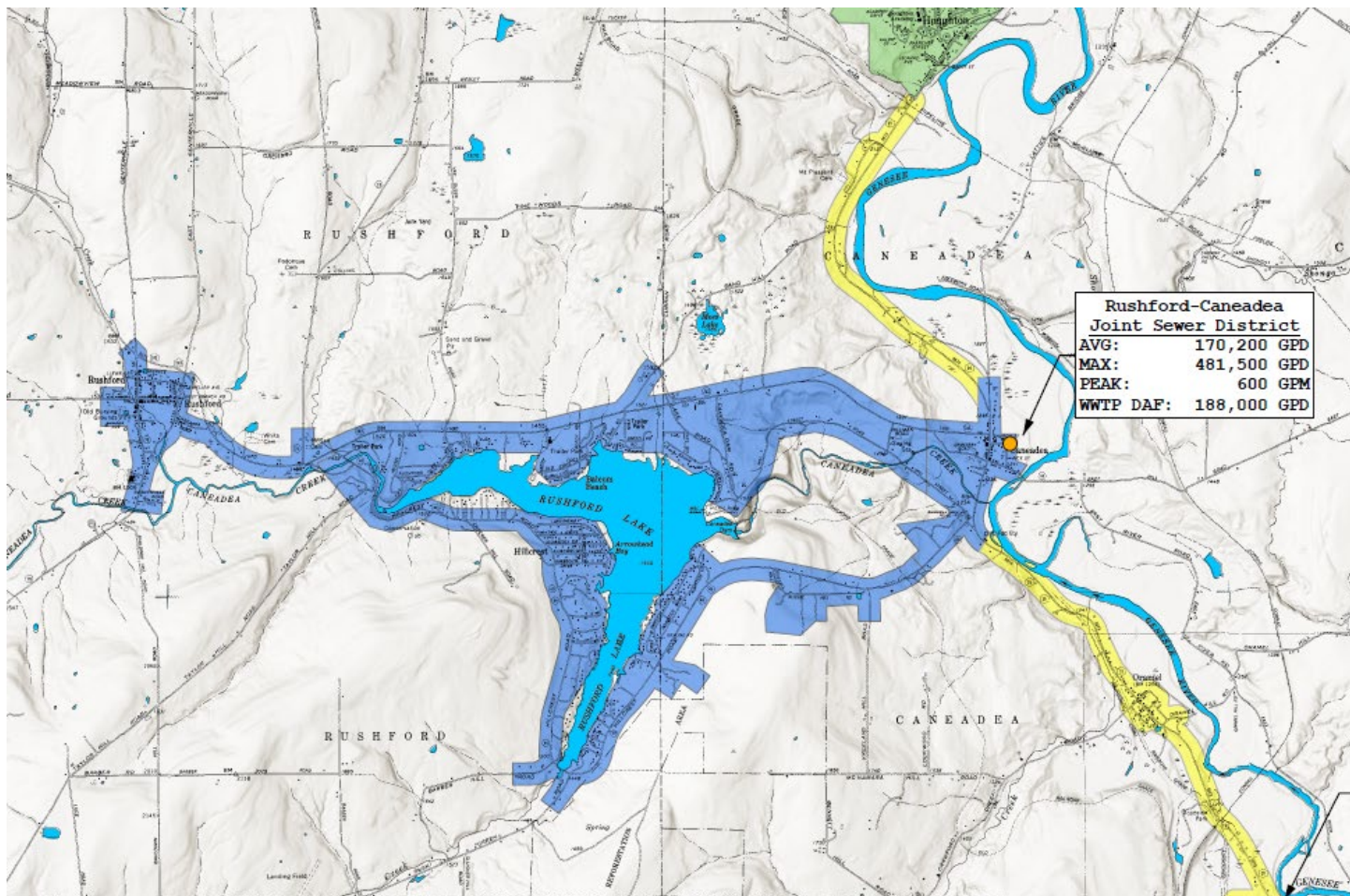
This project includes:

This is not a definitive list of streets involved but gives a sense of scope:

- NYS 243 from Caneadea to approximately Centerville Road and all lake related roads & trails
 - Parts of East Centerville Road,
 - Parts of Podunque Road, and
 - Parts of Sand Hill Road.
- County Road 49 (Hillcrest Road) and all lake related roads & trails
 - Russel Hill Road,
 - Part of Rush Creek Road, and
 - Part of Barber Hill Road.
- Properties within the Hamlet of Rushford
 - County Road 7E,
 - County Road 7B to Caneadea Creek,
 - West Branch Road to Fair Grounds (Legion Park) area,
 - Buffalo Street,
 - Brooks Avenue,
 - Lewellen Street,
 - Church Street,
 - Concrete Street,
 - Main Street, and
 - Taylor Lane.

The areas of interest for this project are shown on the map in blue.

Identified Initial Coordination: Sewer district formation, sewer department formation, and Intermunicipal Agreements (IMA).



II. Key Activities and Deliverables

- **Project Kickoff**

- Conduct a project kickoff meeting with the Allegany County Office of Planning to discuss the purpose of the project and to revise the project scope and schedule as needed.
- Information from the nearly complete Phases 1, 2 and 4 study will be available to the selected consultant when the project commences to assist in the development of each of these Priority Projects.

- **General Administration**

- Monthly Meetings with Planning will be scheduled after the project kickoff meeting until the final reports are submitted.
- Additional meetings will be held throughout the project with the Allegany County Office of Planning and Towns, Villages, and other stakeholders as needed.
- Invoices will be issued monthly unless no activity has been completed for that month.

- **Ongoing Communication:**

- Conduct monthly meetings with the Allegany County Office of Planning.
- Conduct regular meetings with the stakeholders (Towns and Villages) to ensure alignment and address emerging needs.

- **Interim Reports:**

- Monthly Reports describing activities, completion milestones, issues, and projected timelines will be submitted to County Planning by the 8th day after each month.
- A draft Final Report will be provided at least 45 days prior to the target completion date for the Office of Planning and the various municipalities involved to review.

- **Minority and/or Women-Owned Business Enterprises Compliance**

- Submit Form D – MWBE Utilization Plan to indicate any state-certified MWBE firms selected to work on this contract. Form D must be updated and submitted to the Department whenever changes to the selected MWBE firms occur (addition or removal).
- Record payments to MWBE subcontractors using ESD funds through the New York State Contract System (NYSCS).
- Ongoing reporting through NYSCS during the life of the contract.

- **Final Deliverable.**

- The final deliverables will include an overview report for the Allegany County Planning Department discussing the project which will be a comprehensive report. The Appendices will be made up of the eight (8) Preliminary Engineering Reports and all supporting information related to the project.
- A draft will be provided at least 45 days prior to the target completion date for the Office of Planning and the various municipalities involved to review.

The Final Deliverables are as follows:

- Five (5) print copies of the complete final documents are to be delivered to the Allegany County Office of Planning.
- Five (5) print copies of each Preliminary Engineering Report that Allegany County will make directly available to the municipality[s].

- All Design Drawings shall be included in the reports in full size to be useable for next project steps.
- Digital pdf version and any other documents prepared during the project process.
- All Raw Data Files, GIS map projects, CAD Files, Word, etc. are to be provided for future work by Allegany County and the municipalities involved.

III. Budget

This project is limited to funding through the Appalachian Regional Commission and Empire State Development. Pricing is expected not to be more than would be typical of NYS funded Preliminary Engineering Report projects. Some projects are smaller and are expected to reflect the difference compared to the more complicated ones such as Almond-Alfred and the Hamlet of Rushford and Rushford Lake areas. Final amount available will be dependent on the finalization of Phases 1, 2, and 4 that should be completed at the same time as this project begins.

IV. Project Schedule:

The consultant aspect of this project is expected to take approximately nine (9) months, following this schedule:

[illegible]

V. Proposal Submission Requirements

Proposals must include:

- Cover Letter
- Firm Overview and Relevant Experience
- Detailed Approach and Methodology
- Project Timeline
- Budget Breakdown
- Key Personnel and Resumes
- References from Similar Projects
- Completed NYS Vendor Responsibility Questionnaire (found at <https://www.osc.ny.gov/state-vendors/vendrep/vendor-responsibility-forms>)

Submission Deadline:

Proposals must be submitted no later than **3 PM September 25, 2026**. Late submissions will not be considered.

Submission Address:

H. Kier Dirlam, Allegany County Director of Planning
6087 SR-19N
Belmont, New York 14813

VI. Selection Criteria for Sewer Preliminary Engineering Report Proposal

The evaluation and selection of proposals will be based on the following criteria:

1. Qualifications and Experience (25 Points)

Proposals will be evaluated based on the firm's demonstrated expertise in conducting preparing Sewer Preliminary Engineering Reports that comply with the typical funding sources including NYS EFC, CDBG, USDA, etc. Firms with experience working with municipalities, especially in rural or small-system sewer work, and familiarity with Appalachian Regional Commission and Empire State funded projects will receive higher consideration. The qualifications of key personnel and their roles in the proposed project will also be reviewed.

2. Project Understanding and Approach (20 Points)

The proposal should clearly demonstrate the consultant's understanding of the County's sewer challenges and the goals of the Preliminary Engineering Plans. A clear and well-organized approach that outlines methodology, data sources, stakeholder engagement strategies, and deliverables will be evaluated for feasibility and effectiveness.

3. Public Engagement Strategy (20 Points)

The consultant's plan for engaging stakeholders - including municipal leaders, municipal staff, County & State agencies, and regulators – will be evaluated. Proposals should describe outreach methods, tools, and how feedback will be integrated into the analysis and recommendations.

4. Timeline and Project Management (15 Points)

The consultant must present a realistic and efficient project timeline, including milestones and strategies to meet deadlines. Effective coordination with County staff and a responsive communication plan will be essential and evaluated as part of this criterion.

5. Proposal Cost and Value (15 Points)

The proposal cost will be reviewed for reasonableness, clarity, and alignment with the scope of work. Proposals offering high value and clearly justified costs for professional services will receive higher consideration.

6. References and Relevant Work Samples (10 Points)

Firms should provide at least three references and examples of comparable projects completed within the last five years. References may include previous clients, local partners, or community stakeholders who can attest to the firm's ability to deliver high-quality results on time and within budget. The County will evaluate the firm's track record of successfully completed Preliminary Engineering Reports, with particular attention to those aligned with the scale and needs of rural or similarly situated communities.

FORMS, REQUIREMENTS AND ADDITIONAL MATERIALS

- **Contact Information Form**
- **Certification – Iranian Energy Sector Divestment**
- **Non-Collusive Certificate**
- **Ineligible Contractor Certificate**
- **Certification on Government-Wide Debarment and Suspension**
- **Hold Harmless Clause**
- **Allegany County's Standard Insurance Requirements**
- **Independent Contractor/Agents/Vendors Acknowledgement Form**
- **NYS Worker's Compensation Insurance Coverage**
- **Individual, Corporation, Partnership, or LLC Acknowledgement Form**
- **Draft Agreement (with Appendices A, B & C)**

CONTACT INFORMATION FORM
REQUEST FOR PROPOSALS FOR THE ALLEGANY COUNTY SEWER
STUDY – PRELIMINARY ENGINEERING REPORTS

PROPOSAL DUE DATE: August 31, 2026

Submission may be mailed or hand delivered **and require a pdf scan of the entire application be emailed to H. Kier Dirlam at kier.dirlam@alleganyco.gov.**

SUBMIT TO: H. Kier Dirlam, 6087 State Route 19N, Belmont, New York 14813

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

Please Print or Type

Company Name:	Federal Employer ID:
Company Address:	
Name:	Title:
Signature:	Date:
Telephone:	Fax Number:
Email Address:	Business Website:

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

IRANIAN ENERGY SECTOR DIVESTMENT

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

- a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

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

3. Except as otherwise specifically provided herein, every contractor submitting a bid in response to this request for bids must certify and affirm the following under penalties of perjury:

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to New York State Finance Law Section 165-a(3)(b)."

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

4. Except as otherwise specifically provided herein, every contractor submitting a bid in response to this request for bids must certify and affirm the following under penalties of perjury:

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

- a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the bidder has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran;
- b) The County of Allegany has decided that the goods or services are necessary for the

County to perform its functions and that, absent such an exemption, the County of Allegany would be unable to obtain the goods or services for which the bid is offered. Such determination shall be made by the County in writing and shall be a public document.

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

IRANIAN ENERGY SECTOR DIVESTMENT
Page 2

Signature

Title

Company Name

Date

STATE OF NEW YORK) COUNTY OF ALLEGANY) ss:

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

NON-COLLUSIVE CERTIFICATE

By submission of this proposal, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
2. Unless otherwise required by law, the prices which have been proposed in this proposal have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor; and
3. No attempt has been made or will be made by the contractor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

NAME: _____

ADDRESS: _____

SIGNED BY: _____ TITLE: _____

NAME PRINTED/TYPED: _____

TELEPHONE NUMBER: _____ DATE: _____

PROPOSAL TITLE: _____

INELIGIBLE CONTRACTOR CERTIFICATE

By submission of this proposal, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that it is not included on the U.S. Comptroller's General Consolidated List of Persons of Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

NAME: _____

ADDRESS: _____

SIGNED BY: _____ TITLE: _____

NAME PRINTED/TYPED: _____

TELEPHONE NUMBER: _____ DATE: _____

PROPOSAL TITLE: _____

CERTIFICATION ON GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

By submission of this proposal, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department of agency;
2. Have not within a three-year period preceding this proposal have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

NAME: _____

ADDRESS: _____

SIGNED BY: _____ TITLE: _____

NAME PRINTED/TYPED: _____

TELEPHONE NUMBER: _____ DATE: _____

PROPOSAL TITLE: _____

HOLD HARMLESS CLAUSE

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

NAME OF COMPANY: _____

SIGNED: _____

NAME: _____

TITLE: _____ DATE: _____

PROPOSAL TITLE: _____

APPENDIX A
ALLEGANY COUNTY'S STANDARD INSURANCE REQUIREMENTS

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

A. **ACKNOWLEDGMENT:** The insurance companies providing these coverages acknowledge that the named insured is entering into a contract with Allegany County in which the named insured agrees to defend, hold harmless, and indemnify the County, its officials, employees, and agents against all claims resulting from work performed, material handled, and services rendered to the fullest extent allowed by law. The contractual liability coverage evidenced above covers the liability assumed under the County-Contractor agreement.

B. Prior to non-renewal or cancellation of these policies, at least thirty (30) days advance written notice shall be given to the Allegany County Attorney's Office and the County Department requesting this certificate before such change shall be effective, except that five (5) days advance written notice shall be sufficient for Certificates from the State Worker's Compensation Fund.

MINIMUM COVERAGE LIMITS ARE AS FOLLOWS:

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

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

APPENDIX B
**INDEPENDENT CONTRACTOR / AGENTS / VENDORS
ACKNOWLEDGEMENT FORM**

Allegany County has developed a Corporate Compliance Plan (the “Plan”) that states that the County, its employees, contractors, and County Legislators will adhere to applicable federal, state, and local laws and regulations and internal policies and procedures. The Plan is a combination of policy and procedure that assists the County to monitor, detect, and correct actions that are not in compliance with applicable laws or County policies and procedures.

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

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

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

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

- I acknowledge that on behalf of myself and my organization that I have read, have had an opportunity to ask questions about, and that I understand the policies and procedures of the Plan that are applicable to the services that are provided to the Department.
- I understand and agree that I and all those in my organization who provide services to Allegany County must comply with the Plan and all laws, regulations, policies, procedures, and other guidance applicable to the services.
- I agree on behalf of myself and my organization to fully cooperate with the implementation of the Plan, to participate in any auditing or monitoring processes and to report any instances of possible violations of law, regulations, or policies that are applicable to Allegany County of which I become aware.
- I acknowledge that Allegany County maintains a hotline for the purpose of receiving notifications of possible violations of law, regulations, and the Plan.
- I understand that my failure to report any concerns regarding possible violations of law, regulations, or the Plan may result in corrective action, up to and including termination of my agreement with Allegany County.

•I attest on behalf of myself, my organization, and my employees that I am not currently excluded from participation in federal or state health care programs, am not the subject of any pending exclusion proceeding and have not been adjudicated or deemed to have committed any action that could subject me or my organization to exclusion from government programs such as Medicare or Medicaid.

(a) I will notify Allegany County within three (3) business days of receipt of notice of exclusion or proposed exclusion from a state or federal health care program, or (b) adjudication or other determination that I, my organization, or the organization employees have committed any action which could lead to exclusion from a government program.

•I acknowledge that I will be responsible to make the County whole for any federal or state-imposed losses that were a result of federal or state exclusions of our agency or employees.

•I acknowledge that Allegany County may terminate my contract immediately upon notice that I or my organization has been excluded from participation in a state or federal health care program or that I or my organization have been adjudicated or determined to have committed an action which could subject it to mandatory exclusion.

Agency Signature

Print Name Title

Date

STATE OF NEW YORK WORKERS' COMPENSATION BOARD
CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

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

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

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

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

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

Print Name of authorized representative or licensed agent of insurance carrier.

Approved by:

Title:

Date:

Telephone Number of authorized representative or licensed agent of insurance carrier:

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are **NOT** authorized to issue it.

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }

} SS.:

COUNTY OF _____ }

On the _ day of _____ in the year 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

he/she/they reside(s) at _____

Town of _____,

County of _____, State of _____;

and further that:

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

☐ (If an individual): he/she/they executed the foregoing instrument in his/her/their name and on his/her/their own behalf.

☐ (If a corporation): he/she/they is(are) the _____ of, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he/she/they is(are) authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he/she/they executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): he/she/they is(are) a _____ of, the partnership described in said instrument; that, by the terms of said partnership, he/she/they is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he/she/they executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

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

Notary Public Registration No.

AGREEMENT - Draft

Allegany County Preliminary Engineering Reports for Sewer Study Priority Project

This Agreement made this _____ day of _____, 202__ between the COUNTY OF ALLEGANY, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at 7 Court Street, Belmont, New York 14813 (hereinafter referred to as "the County" or "Recipient"), and _____, a _____ and having its principal offices at _____ (hereinafter referred to as "the Contractor" or "Subrecipient").

WITNESSETH:

WHEREAS, the County, through its Office of Planning, seeks the professional technical expertise of a firm to complete the Allegany County Preliminary Engineering Reports for Sewer Study Priority Projects; and

WHEREAS, the County issued a Request for Proposal ("RFP") entitled "Request for Proposals: Allegany County Preliminary Engineering Reports for Sewer Study Priority Projects" dated _____, 2026, soliciting competitive proposals for the services of an experienced firm to prepare eight (8) preliminary engineering reports for the priority areas detailed in the RFP to prepare the County for Federal and New York State grant funding opportunities for its sewer projects; and

WHEREAS, in response to said RFP, the Contractor submitted the proposal highest-scored by the evaluation committee based on the specific criteria in accordance with the County's purchasing policy, New York State General Municipal Law, and federal procurement policies; and

WHEREAS, this Agreement is funded through an Appalachian Regional Commission Grant and a New York State Empire State Development Grant; and

WHEREAS, the Contractor is properly licensed and has the knowledge, skills, and experience necessary to perform the requested services;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. CONTRACT DOCUMENTS. The contract documents consist of the following, including all current and future appendices, attachments, addendums, adjustments, updates, and amendments: this Agreement; the Contractor's proposal dated _____, 202__; the County's RFP entitled "Request for Proposals: Allegany County Preliminary Engineering Reports for Sewer Study Priority Projects" dated _____, 2026; all applicable New York State Empire State Development and Appalachian Regional Commission laws, rules, regulations, policies, and procedures, as amended; and all applicable federal, state, and local laws, regulations, resolutions, ordinances, policies, procedures, manuals, circulars, licenses, permits, certifications, standards, guidelines, guidance and implementation memos, and program standards, as amended. The Contract Documents are as fully part of this Agreement as if attached hereto or repeated herein.

All services provided by the Contractor and its subcontractors shall be provided in furtherance of and in conformance with the Contract Documents. The Contractor shall be

responsible for informing itself and any subcontractor of the requirements thereof.

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 the County. This Agreement shall be construed as requiring conformance with all local, state, and federal requirements.

This contract and all subcontracts acknowledge that all parties are bound by, and will comply with, all Federal, State, and local law and regulations, including but not limited to 2 CFR Part 200 Appendix II (Contract Provisions for non-Federal Entity Contracts Under Federal Awards) and 24 CFR Part 570.

2. SCOPE OF SERVICES. The Contractor shall prepare eight (8) preliminary engineering reports for the priority areas outlined in the RFP. The preliminary engineering reports will be compliant with all New York State and Federal requirements and be prepared for use by the County to obtain Federal and New York State grant funding opportunities for its sewer projects. The Contractor's work shall culminate will a final report that includes all eight (8) preliminary engineering reports.

The Contractor's services will be provided in accordance with the Contractor's Proposal dated October 2, 2025, and attached hereto as Appendix C.

3. PAYMENT. The County shall pay the Contractor a sum not to exceed \$ _____ for the services performed during the term of this Agreement. Payment shall be made upon submission by the Contractor of a duly executed, itemized, and certified invoice whose form and content shall be approved by the Planning Director, or duly authorized designee. Said invoice shall be accompanied by all other supporting fiscal records and documentation reasonably requested by the County, including information required to meet the grant requirements.

4. TERM AND TERMINATION.

a) The term of this Agreement shall commence on _____, 202_, and remain in effect through _____, 202____.

b) The County reserves the right to cancel this Agreement at any time, without penalty to the County and without stated reason, by delivering a written ten (10) day notice of intent to the Contractor or its representative via the U.S. Postal Services. First Class mail shall be considered sufficient and delivered. Any outstanding payments for any services performed under this Agreement by the Contractor for the County prior to the date of termination will be paid by the County to the Contractor.

c) This Agreement shall be deemed executory only to the extent of monies available to the County, through the New York State Empire State Development and the Appalachian Regional Commission and authorized by the County Board of Legislators for the objects and purposes hereof. No liability on account thereof shall be incurred by the County beyond monies available for such purposes set forth within.

5. MODIFICATION.

a) Should a reduction in funds occur or additional funds become available under this

program, this Agreement may be amended by mutual consent of both parties accordingly. Any such amendments to this Agreement shall be in writing and executed by both parties hereto.

b) In the event of any regulatory or statutory changes affecting any aspects of this Agreement, the County and the Contractor will amend this Agreement to comply with the said changes for the duration of the term of this Agreement.

c) The Contractor shall prepare and submit modifications in accordance with the requirements established by the County and the New York State Empire State Development and the Appalachian Regional Commission.

d) No change or changes may be made to this Agreement except by an instrument in writing executed by both parties.

6. INDEPENDENT CONTRACTOR. The Contractor shall have the status of an independent contractor and, in accordance with such status, agrees that it will conduct itself consistent with such status and that it will neither hold itself out as, nor claim that any of its officers, employees, or agents are officers, employees, or agents of the County by reason of this Agreement. The Contractor further agrees that it will not make against the County any claim, demand, or application to or for any right or privilege applicable to an officer, employee, or agent of the County, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

7. INSURANCE. The Contractor shall provide insurance in the amounts and types of coverage specific in the Allegany County Standard Insurance Requirements, a copy of which is attached hereto and made a part hereof as Appendix A. The Contractor shall name the County as additional insured for purposes of coverage on a direct, primary, and non-contributory basis. The Contractor shall file a Certificate of Insurance with the County Clerk of the Board of Legislators evidencing appropriate coverage prior to performing services pursuant to this Agreement or receiving any payment. The Certificate of Insurance must be approved by the County Attorney prior to the Contractor acting on and/or performing any of the services set forth in this Agreement. The Contractor shall be responsible for providing new insurance certificates when the existing certificates expire, without demand, throughout the term of this Agreement. All Certificates of Insurance shall provide that the County shall be given thirty (30) days' notice by the Contractor prior to the non-renewal or cancellation of these policies.

8. INDEMNIFICATION. The Contractor and its officers, employees, and agents shall at all times indemnify and hold harmless the County and its officers, employees, and agents, to the extent permitted by law, from all claims, damages, or judgments or for the defense or payment thereof, based on any claim, action, or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of the Contractor and its officers, employees, and agents, and in particular as may arise from the performance under this Agreement. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.

To the fullest extent permitted by law, the Recipient and the Subrecipient shall and hereby agree to hold harmless, defend (with counsel acceptable to the Corporation) and indemnify the Corporation and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the conduct of the Subrecipient in the performance

of the efforts called for in this Agreement. This indemnity shall expressly include, but is not limited to, the obligation of the Subrecipient to indemnify and reimburse the Corporation for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in the Corporation's enforcement of this Agreement or any portion thereof against the Subrecipient including, but not limited to, the Subrecipient's breach, violation, or other non-compliance with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

9. RECORDS. The Contractor shall retain and make available any and all records affecting this Agreement to the County, the New York State Comptroller, the Comptroller General of the United States, or any of their duly authorized representatives, for inspection, audit, examination, transcription, and excerpts at all reasonable times during the term of this Agreement and for a period of seven (7) years after this Agreement is terminated.

The County shall retain and make available any and all records affecting this Agreement to the New York State Comptroller and the Comptroller General of the United States, or any of their duly authorized representatives, for inspection, audit, examination, transcription, and excerpts at all reasonable times during the term of this Agreement and for a period of seven (7) years after this Agreement is terminated.

10. CONTRACT INTEREST. No officer or employee of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept, or approve, or take part in negotiating, making, accepting, or approving this Agreement, shall become directly or indirectly interested personally in this Agreement, or in any part hereof. No officer or employee of or for the County who is authorized in such capacity and on behalf of the County to exercise any supervisory or administrative function in connection with this Agreement shall become directly or indirectly interested personally in this Agreement, or in any part hereof.

11. 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.

12. GOVERNING LAW. This Agreement shall be governed by the laws of New York State, and the parties' consent that any disputes hereunder shall be heard by a court of competent jurisdiction in Allegany County, New York, unless the Federal Supremacy clause requires otherwise.

13. NOTICES. All notices given under this Agreement shall be in writing and shall be deemed properly served if sent by U.S. Postal Service, first class mail to the County or to the Contractor as addressed in the first paragraph of this Agreement.

14. INCORPORATION OF APPENDICES. Appendices A, B, C, and D are annexed hereto and are specifically incorporated into the terms of this Agreement as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COUNTY OF ALLEGANY

CONTRACTOR

By: _____, Chairman
Allegany County Board of Legislators

By: _____
Signatory Name, Title

STATE OF NEW YORK)
COUNTY OF ALLEGANY) ss:

On the _____ day of _____ in the year 202_ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF)
COUNTY OF) ss:

On the _____ day of _____ in the year 202_ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

APPENDIX A

ALLEGANY COUNTY'S STANDARD INSURANCE REQUIREMENTS

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

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

MINIMUM COVERAGE LIMITS ARE AS FOLLOWS:

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

Allegany

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

APPENDIX B

REQUIRED FEDERAL CONTRACT PROVISIONS

1. **Equal Employment Opportunity** – This construction contract has been awarded in excess of \$10,000 and is in compliance with Executive Order 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. **Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – This construction contract and any subcontracts in excess of \$2,000 for construction or repair are in compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Furthermore, the Recipient agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. All suspected or reported violations shall be reported to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 267a to a-7)** – 40 U.S.C., Chapter 3, Section 267a and 267a-5, and 29 CFR parts 1, 3, 5, 6, and 7 are triggered when construction, renovation, or repair work over \$2,000 is financed in whole or in part with CDBG funds. It requires that workers receive no less than the prevailing wages being paid for similar work in the same area. Davis-Bacon does not apply to the rehabilitation of residential structures containing less than eight (8) units or force account labor (construction carried out by employee of the subrecipient). The subrecipient shall maintain documentation that demonstrates compliance with hours and wage requirements. Such documentation shall be made available to the corporation for review upon request.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330)** – This construction contract(s), if awarded in excess of \$100,000, is in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by the Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous on federal and federally financed and assisted construction projects. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Patent Rights to Investigations Made Under a Contract or Agreement** – This construction contract and agreements for the performance of experimental, developmental, or research work shall provide for the patent rights of the Federal Government and the Recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** – This construction contract and subcontracts of amounts in excess of \$100,000 are in compliance with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the regional office of the Environmental Protection Agency (EPA).

7. **Section 3, 12 U.S.C. 1701u of the Housing and Community Development Act of 1968, as amended** – This construction contract, if in excess of \$200,000, is in compliance with Section 3 and the contractor shall include the clause set forth at 24 CFR 135.38 as provided in the Section 3 rider.

8. **Build America, Buy America Act (BABA) (Pub. L. No. 117-58, §§ 70901-70953, and 2 CFR Part 184)** – Pub. L. No. 117-58, §§ 70901-70953, and 2 CFR Part 184 require that all iron, steel, manufactured products, and construction materials used for federally funded infrastructure projects be produced in the United States unless these materials are otherwise exempt or subject to an approved waiver. This requirement, known as the “Build America Preference (BAP)”, applies to all federal financial assistance as defined in 2 CFR § 200.1 in which funds are appropriated or otherwise made available and used for an infrastructure project, regardless of whether the project is funded through the Infrastructure Investment and Jobs Act (IIJA). This requirement shall govern infrastructure construction materials and does not apply directly to the procurement of engineering studies and reports. _

APPENDIX C

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. 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, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the 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 the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of

1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading's, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:
NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall 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).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this Agreement is a “procurement contract” as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true, and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate this agreement by providing written notification to the contractor in accordance with the terms of this Agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>