CHEMUNG COUNTY
REQUEST FOR PROPOSALS

RFP-2537
For The Development of a
Local Waterfront Revitalization Plan
2023

Submitted by Chemung County Purchasing Department, 203 Lake Street, Elmira, NY 14901
06/08/2023
NOTICE IS HEREBY GIVEN, that sealed proposals are sought and requested by the County of Chemung for the performance of the following contract, according to specifications:

**RFP- 2537– For the Development of a Local Waterfront Revitalization Program**

Proposals must be submitted electronically via the Empire State Bid System website at [www.bidnetdirect.com/new-york](http://www.bidnetdirect.com/new-york) until 2:00 P.M. on July 6, 2023. Please refer to page three (3) of the bid document, **Electronic Proposal Submission Procedures**, for further instructions on submitting your bid electronically.

Any proposal received after 2:00 P.M. on the due date will not be considered.

The County of Chemung reserves the right to accept or reject any and all proposals submitted and to waive any informality. Proposals must be made in accordance with the form which will contain accompanying instructions and a copy of the specifications for said contract.

Project will involve at least 30% M/WBE participation (15% Minority Business Enterprise Participation & 15% Women’s Business Enterprise Participation). Project also has EEO Contract Goals 2.2% Minority Labor Force Participation and 6.9% Female Labor Force Participation.

The County of Chemung officially distributes bidding documents through the Empire State Purchasing Group at [www.EmpireStateBidSystem.com](http://www.EmpireStateBidSystem.com). Bid documents will be available on the website on or after June 8, 2023. Vendors must first register for either the free service or the paid service at that site. The paid service is not required to obtain our bids. After registration, click on Chemung County/City of Elmira from the list of participating agencies; click on the title of the bid or search the NIGP codes. Copies from any other source are not considered official copies. Only those proposers who obtain bidding documents from the Empire State Purchasing Group are guaranteed to receive addendum information, if such information is issued. PLEASE NOTE IF YOU CHOOSE THE FREE SUBSCRIPTION, YOU MUST VISIT THE WEBSITE UP UNTIL THE RESPONSE DEADLINE FOR ANY ADDENDA.

If you have obtained this document from a source other than the Empire State Purchasing Group, it is recommended that you obtain an official copy by registering with this service.

By:
Tricia Wise, NIGP-CPP, CPPO, CPPB
Purchasing Director

***Inserted Star Gazette:*** June 8, 2023
***Inserted the Morning Times:*** June 8, 2023
***Inserted New York Contract Reporter:*** June 8, 2023
ELECTRONIC PROPOSAL SUBMISSION PROCEDURES

• Required proposal documents must be uploaded and received on the date and time specified in the official notice online via the Empire State Purchasing Group at www.bidnetdirect.com/new-york. You will receive a time and date validation once your proposal has been uploaded and processed. Electronic proposal submissions received after the specified deadline will not be considered.

• Complete and upload all required forms as one single pdf document with your proposal submission.
  - The Proposal Submission Form
  - Regret Letter (If No Bid)
  - Vendor Certification Form
  - Non-Collusion Form
  - Waiver of Immunity
  - Iranian Energy Divestment Certification
  - Certification on Sexual Harassment
  - Documentation Required by Specifications
  
  All forms must be signed and witnessed according to the bid document instructions.

• Proposer is solely responsible for ensuring their responses are received on time

• Chemung County will not be held responsible for the inadvertent release of any information, nor should it take responsibility for information that may be misdirected.

• Below is a link of a recording on how to upload your submission: https://recordings.join.me/JY5VeM5b0kmY6_2UnAofYA

• It is important that your submission be uploaded, submitted, and finalized prior to the bid submission due date. Uploading large documents may take significant time, depending on the size of your file and your internet speed, therefore we strongly recommend that you give yourself sufficient time and at least one (1) day before closing time to begin uploading your documents and to finalize your submission.

• You will receive confirmation that your submission was finalized.

• Please note: The maximum file upload size is 2 GB and there is no limit to the number of files you can upload.

• Please contact Empire State Bid System vendor support for any technical questions related to your submissions at 1-800-835-4603 Press Option #2.

• Minimum System Requirements: Google Chrome is recommended.
INFORMATION FOR PROPOSERS

SECTION 1 - CONDITIONS OF WORK

The Owner may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all proposals. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified will not be considered. No proposal may be withdrawn within forty-five days after the proposal due date.

Proposals delivered prior to the day the proposals are due will be deemed received upon the day of the actual opening of the proposals and will be retained in the interim only as a courtesy to the Proposer.

1.1 Specifications or Scope of Work: See Section 2.0 on page 9. Commencement of Work: Upon execution and delivery of the Contract and insurance certificates by the Consultant to the Owner and the approval thereof by the Owner’s attorney, the Consultant will be notified to proceed with the work of the Contract.

1.2 Taxes: The County of Chemung is a municipal corporation and is exempt from all sales tax.

1.3 Consultant’s Insurance: The Consultant and each sub-Consultant, at their own expense, shall procure and maintain, until final acceptance by the Owner of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State covering all operations under the Contract whether performed by the Consultant or by sub-Consultants. Before commencing the work, the Consultant and each sub-Consultant shall furnish to the Owner one duplicate original policy together with two certificates of insurance for each of the kinds of insurance required satisfactory in form to the Owner showing that the Consultant and each sub-Consultant has complied with this Section. The policies and certificates shall provide that the policies shall not be changed or cancelled until 15 days after written notice to the Owner. Owner is to be named as an additional insured on a primary basis on all policies including completed operations with the exception of workers’ compensation and a certificate of insurance will be provided within 48 hours of request by owner. All certificates of insurance will provide 30 days’ notice to owner of cancellation or non-renewal. Consultant waives all rights of subrogation against owner and will have all policies endorsed setting forth this waiver of subrogation.

All insurance coverage required to be purchased and maintained by the Consultant under this Agreement shall be primary for the defense and indemnification of any action or claim asserted against the Owner and/or the Consultant for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies that may be to the contrary. The kinds and amounts of insurance are as follows:

A. PROFESSIONAL LIABILITY INSURANCE: In satisfaction of the insurance requirements of this Agreement, CONSULTANT is required to procure and maintain PROFESSIONAL LIABILITY INSURANCE in the sum of at least ONE MILLION DOLLARS ($1,000,000.00) and GENERAL LIABILITY INSURANCE IN THE SUM OF AT LEAST ONE MILLION DOLLARS ($1,000,000.00)

CONSULTANT is further required to furnish copies of proof of said coverages in Certificates of Insurance naming the COUNTY as an additional insured with respect to the general liability policy. These Certificates of Insurance must include the term of this Agreement or CONSULTANT shall, on or before thirty (30) days of the expiration date of the above insurance, provide the COUNTY with a Certificate of Insurance with the same coverage for the
balance of the term of this Agreement.

Any required insurance will be in companies authorized to do business in New York State, covering all operations under this Agreement, whether performed by the CONSULTANT or by subcontractors.

All insurance coverage required to be purchased and maintained by the CONSULTANT under this agreement shall be primary for the defense and indemnification of any action or claim asserted against the COUNTY and/or the CONSULTANT for work performed under this Agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

Should the Consultant’s insurance be written on claims made basis, the CONSULTANT agrees to maintain coverage for claims arising from services rendered during the term of this Agreement, but submitted after the termination of this Agreement. If necessary, CONSULTANT will purchase “tail coverage” to meet the financial obligation of this Agreement and instruct its insurer to send the County a Certificate of Insurance as evidence of the coverage required by this paragraph.

B. **AUTOMOBILE INSURANCE**: Automobile public liability and property damage insurance covering all claims against the Consultant, each sub-Consultant and the Owner, as a result of work under the Contract, shall be provided by the Consultant in the following amounts:

**COMBINED SINGLE LIMIT OF $ 1,000,000.00**

C. **STATE PROVISIONS - WORKERS’ COMPENSATION**: Pursuant to Section 108 of the General Municipal Law, it is stipulated that the Consultant shall at all times during the life of this Contract provide adequate Workers’ Compensation at his own cost and expense, and this Contract shall be void and of no effect unless the said Consultant shall secure compensation for the benefit of, and keep insured during the life of said Contract, such employees in compliance with the provisions of Chapter 41 of the Laws of 1914, as amended.

1.4 **Indemnification Clause**: The Consultant agrees to defend, indemnify and hold harmless the County, its officers and agents, against all liability, judgments, costs, and expenses upon any claims arising from the negligence of the Consultant, its agents, officers or employees, in performing the work under this Agreement.

1.07, 1.08, 1.09 Not Applicable

1.10 **Executory Clause**: It shall be understood by and between the parties that this agreement shall be deemed executory to the extent of the monies available to the County of Chemung for said purposes and no liability on account thereof shall be incurred by the County of Chemung beyond monies available for said purposes.

**Cancellation**: This Contract may be terminated by the County of Chemung, with written notice being given to the Consultant 30 days prior to cancellation and said agreement shall be null and void and have no further effect 30 days after the Consultant’s receipt of said written notice from the County.

1.11 **Consultant Status**: The relationship of the Consultant to the County of Chemung shall be that of an independent Consultant. That the said Consultant in accordance with its status as an independent consultant, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as nor claim to be an officer or employee of the County of Chemung by reason thereof and that it will not by reason thereof, make any claim, demand, or application to or for any rights,
or privilege applicable to an officer or employee of the County of Chemung, including but not limited to Workers’ Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credits.

1.12 **Pertaining to General Municipal Law:** The Consultant shall agree that Sections 103-a and 103-b of the General Municipal Law relative to ground for cancellation of Contract by municipal corporation, and disqualification to contract with municipal corporations, are made part hereof as though fully set forth herein.

1.13 **Specification Discrepancy:** Should a discrepancy be found in, or omissions from the specifications, requirements for contract, or bid proposal form, or should the bidder be in doubt as to their meaning, they shall at once, no later than seven days prior to submission of Proposal, notify the Purchasing Director in writing who will send written Addenda to all bidders where necessary. The County of Chemung will not be responsible for any oral instructions.

1.14 **Assignment and Subletting:** The Consultant shall not assign, transfer, sublease, pledge, hypothecate, surrender, or otherwise encumber or dispose of any eventual Contract or any estate created by the Contract, or any interest in any portion of the same, or permit any other person or persons, company or corporation to perform, without the written consent of the County first being obtained.

1.15 **Non-waiver:** Any waiver of any breach of covenants herein contained to be kept and performed by Consultant shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

1.16 **Default:** Provided always, these entire agreements are upon this condition, that if Consultant shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than seven (7) days after the County has notified Consultant in writing of Consultant’s default here-under and the Consultant has failed to correct such default within said seven (7) days, or if Consultant shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, then in either of said cases or events, the County, or those having its estate in the premises, lawfully may, at its option, immediately or at any time thereafter without demand or notice, cancel the whole and expel Consultant and those claiming by, through or under Consultant, and remove Consultants and their effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used.

1.17 **Rejection or Acceptance:** The right is reserved by the County to waive any irregularities or informalities in any proposal, to reject any or all proposals, to re-advertise for proposals if desired, and to accept the proposal which, in the judgment of the County is deemed the most advantageous for the public and the County. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the proposal. In the event of default of the successful applicant, or his refusal to enter into a contract with the County, the County reserves the right to accept the proposal of any other applicant without necessity of re-advertisement.

1.18 **License Requirement:** Consultant shall agree to maintain continuously applicable state, county, city and federal licenses. The County of Chemung reserves the right to investigate thoroughly the finances, character, experience and record of each proposer and the final award will consider these aspects with the actual proposal.
The company submitting the proposal shall fully cooperate in providing information necessary to facilitate the investigation herein stated above.

1.19 **Contract Period:** See Specifications/Scope of Work Section 1.02.

1.20 **Limitations to Liability:** Chemung County does not assume responsibility or liability for costs incurred by proposers responding to the RFP or to any subsequent requests for interviews, additional data, etc.

1.21 **Equal Opportunity Employment:** Attention of Proposers is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status or marital status.

1.22 **Compliance with Law:** The Contractor/Proposer agrees to comply with and fulfill all laws, orders, ordinances, rules and requirements of Federal, State, City, County or other applicable governmental authority; all applicable OSHA and New York State Labor rules, regulations, and statutes. Chemung County is a Municipal Separate Storm Sewer System (MS4) entity, and its MS4 operators together with third party entities are required to meet the storm water discharge regulations of its Storm Water Management Plan (SWMP). The bidder is advised it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards.

1.23 **Iranian Energy Sector Divestment:**

1. Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor/Proposer has not:

   (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 days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

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

3. Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

   (a) “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).” Chemung County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

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

(1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

(2) The County of Chemung has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Chemung would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

### 1.24 NEW YORK STATE SEXUAL HARASSMENT LAWS

By submission of this Bid/Proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid/proposal each party thereto certifies as to its own organization, under penalty of perjury, that the bidder/proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: [https://www.ny.gov/programs/combating-sexual-harassment-workplace](https://www.ny.gov/programs/combating-sexual-harassment-workplace).
APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.
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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 $25,000, 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 § 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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-
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 Part 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, 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 clause. 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/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain.

NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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.

October 2019
24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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 the agreement by providing written notification to the Contractor in accordance with the terms of the 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 § 5-a, if the contractor fails to make the certification required by Tax Law § 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://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.
1.0 Introduction and Background

The Chemung County Planning Department is soliciting proposals from consultants to provide professional planning services to facilitate and develop a Local Waterfront Revitalization Program (LWRP) pursuant to the provisions of New York State Executive Law, Article 42, and 19 NYCRR Parts 600-603 for the City of Elmira in coordination with Chemung County and the Chemung County’s 2023 Comprehensive Plan Update. A harbor management plan (HMP) as set forth in 19 NYCRR Part 603.3 may also be integrated.
The Chemung River has long been a central feature of the City of Elmira while also posing what is possibly its greatest risk. The Chemung was integral to the City’s formation as a source of transport in the 1800s, and currently provides recreation activities and a scenic backdrop to Elmira. Flood mitigation, though, remains an ongoing struggle. Hurricane Agnes hit the waterfront especially hard in 1972, with much of the commercial use buildings in the area cleared following damage. Flooding is currently primarily managed with county and city owned dams, levees and floodwalls controlled by DEC; the maintenance of which is a priority, but not a complete solution. Floodplain centered zoning, emergency service management, and FEMA backed housing resiliency projects are currently being considered as supplementary tactics to prevent future life and property loss in flood events that will only increase in frequency as the effects of climate change persist.

The Elmira waterfront is an area already targeted for investment by both Chemung County and the City of Elmira, as demonstrated by existing and recently completed projects. The 2016 The Southside Rising Revitalization Strategy was funded through the New York State Department of State Brownfield Opportunity Areas Program to address economic stagnation in areas that intersect with the Elmira Waterfront, and continues to serve as guidance in targeted development efforts. The City of Elmira contracts with the Elmira Urban Renewal Agency to administer the Community Development Block Grant Program to fund community projects on an ongoing basis. Downtown Elmira was awarded $10 million of Downtown Revitalization funds in 2018 to be spent across several efforts, including new developments, an elevated boardwalk, and revolving loans for small business; the City’s Lake St bridge completed retrofitting construction in 2022 to convert road traffic to strictly pedestrian use under this award plan. A robust LWRP will compliment these and other existing investments to together improve the City as a whole.

The LWRP will provide a shared vision, goals, and strategies for improving the waterfront along the Chemung River in the City of Elmira. The primary waterfront issues to be addressed by the LWRP include waterfront connectivity, climate change adaptation and resilience, enhancing public access to the river, and economic development. A finalized LWRP will identify potential actions and programs that will work towards these goals, with adequate data to support their justification. The use of physical and/or digital 3D modelling will be expected as a supplementary deliverable where applicable as a tool for community engagement and visualization of potential design concepts. Consultants should assume at least 3 separate birds eye view perspective renderings of potential improvements to the Chemung River and its waterfront to help communicate a shared vision and generate excitement for what is possible. The City of Elmira and Chemung County will be both involved in the Program development, and will share responsibility for its implementation as is determined. Although Chemung County serves as project lead, strengthening multi-organizational collaboration is an expected outcome both during LWRP development and execution.

Funding for this Program is provided by the New York State Department of State (NYSDOS) under Title 11 of the Environmental Protection Fund and the selected Consultant team will assist with any and all grant administration. Match will be provided by the County in cash for consultant services to prepare the LWRP. The anticipated budget for this project is to be less than $100,000 with an expected time frame of two to three years for drafting and local adoption.

Project will involve at least 30% M/WBE participation (15% Minority Business Enterprise Participation & 15% Women’s Business Enterprise Participation). Project also has EEO Contract Goals 2.2% Minority Labor Force Participation and 6.9% Female Labor Force Participation.

2.0 Scope of Work

Consultant team will work in coordination with the Chung County Planning Department (CCPD) to develop a Local Waterfront Revitalization Program that is comprehensive, detailed, and can adequately serve as specialized guidance in enacting programmatic support for the City of Elmira’s Waterfront community. The final LWRP presented for adoption should present the results of a deep dive into various existing conditions and future directions in a visually appealing and accessible format.
Preparation of the Local Waterfront Revitalization Program (LWRP), including an integrated Harbor Management Plan (HMP) involves predetermined tasks and provisions to adhere to public participation and documentation requirements. These include, at minimum:

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**Task 1: Project Initiation Meeting (CCPD)**

The Department and any partners responsible for managing the project shall hold an initial meeting to review and agree upon the project scope and schedule, project requirements, roles and responsibilities, the selection process for procuring consultants, involvement by the municipal attorney, State Environmental Quality Review Act (SEQRA) compliance requirements, MWBE requirements, ADA requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during the project initiation meeting. The Department, or a designated project partner, shall prepare and distribute to all project partners and the Consultant a brief meeting summary clearly indicating the agreements reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Information on preparing a Local Waterfront Revitalization Program is contained in the Department's guidebooks:


**Products:** Project initiation meeting held with appropriate parties. Written meeting summary outlining agreements reached.
Task 2: Waterfront Advisory Committee (CCPD)

Establish a Waterfront Advisory Committee to oversee all aspects of the project in cooperation with municipal officials and the project consultant(s), if applicable. The committee shall be representative of project stakeholders, including representatives of State, county, and municipal agencies with jurisdiction over project activities or the project area, and non-governmental and community-based organizations.

Products: Draft and final list of proposed members of waterfront advisory committee. Waterfront advisory committee established.

Task 3: Waterfront Advisory Committee Meetings (CCPD)

Hold a second project meeting with the consultant(s) and Waterfront Advisory Committee to review project requirements, site conditions, and roles and responsibilities; identify new information needs and next steps; and transfer any information to the consultant(s) which would assist in completion of the project. The Waterfront Advisory Committee shall meet regularly over the course of the project to guide project development and review findings and documents. Following each meeting, the consultant(s) shall prepare and distribute a brief meeting summary including attendees, main topics discussed, decisions agreed upon by committee, and action items.

Products: Waterfront Advisory Committee meetings. Written meeting summary of each meeting

Task 4: Preparation of a Community Outreach Process and Plan (Consultant)

Prepare a method and process to encourage community participation in development and implementation of the LWRP. The outreach plan shall identify key individuals, organizations, and entities to be involved, and shall identify the visioning process and the roles and responsibilities in coordinating the entire outreach process, logistics, and the proposed schedule of public meetings and other public engagement activities such as social media, workshops, charrettes, etc. All public meetings will be advertised in the community through press releases, announcements, individual mailings, digital media, municipal website postings, and any other appropriate means. Meetings and public engagement shall be scheduled in a manner that maximizes attendance and participation from all interested community members. Outreach efforts should encourage participation from populations who are frequently underrepresented in this process, including immigrants, refugees, and minorities. A summary of each public outreach session will be made available in written form and through other appropriate means, such as website or social media. The outreach plan shall be submitted to the Department for review and approval.

Product: Approved community outreach plan.

Task 5: Draft Section I - Waterfront Revitalization Area Boundary (CCPD + Consultant)

Prepare a narrative description and map of the waterfront revitalization area which includes surface waters and underwater lands. The waterfront revitalization area should include those portions of the water body within the municipality, as well as adjacent upland which affects the water body through drainage, viewshed, and any other factors. Include references to the Inventory and Analysis section justifying the inclusion of particular land use areas in this section if beneficial for increased understanding. The narrative must accompany a boundary map showing the proposed waterfront area, including the Harbor Management Plan boundary. For the New York State Coastal Boundary and other data that may be useful for preparing the LWRP boundary see the Geographic Information Gateway at: http://opdgdig.dos.ny.gov/#/map. See Department staff for additional tools and guidance to complete this section. Submit Section I to the Department for review, comment, and approval. Comments from the Department must be addressed in subsequent drafts of Section I.

Products: Draft Section I - Waterfront Revitalization Area Boundary, including narrative and map(s). Comments from the Department must be addressed in all drafts of Section I.

Task 6: Draft Section II - Inventory and Analysis (Consultant)

A. Inventory, describe, and map existing natural and built resources and conditions within the waterfront revitalization area including the harbor (which includes surface waters and underwater lands). For guidance see: “Local Waterfront Revitalization Programs in the Coastal Area: Guidance Manual for Preparing Local Programs” found at:
This section must provide a thorough analysis of waterfront issues, opportunities, and constraints to economic development and resource protection needs. This section will provide an assessment of the vulnerable resources and potential risks associated with storms, flooding, and the effects of climate change. The inventory and analysis must be broad enough to ensure consideration of important waterfront resources, problems and opportunities and detailed enough to support development of a specific and realistic LWRP. This section should also incorporate the inventory and analysis of the relationship between waterside uses that have the potential for conflict, congestion, or competition in support of the Harbor Management Plan.

Topics to be addressed, commensurate with the local conditions, in the Inventory and Analysis Checklist, include:

- Community Profile
- Existing Land and Water Uses and Public Access
- Natural Resources
- Flooding and Erosion (Risk and Resiliency)
- Historic and Cultural Resources
- Harbor Management Plan Inventory
- Existing Authorities of Federal, State, Regional, and Local Agencies that have Jurisdiction in the Waterfront Revitalization Area
- Summary of existing Plans, Projects and Initiatives that effect the waterfront area such as the municipal comprehensive plan, All-Hazard Mitigation Plans, watershed management plans, downtown revitalization plans, community resiliency plans.

Submit Draft Section II to the Department for review, comment, and approval. Comments from the Department must be addressed in all drafts of Section II.

Products: Draft Section II - Inventory and Analysis with accompanying maps to depict the waterfront revitalization area resources, issues, and opportunities. Comments from the Department must be addressed in all drafts of Section II. Electronic data for all Geographic Information System-based mapping products submitted in either ArcGIS format, or similar product acceptable to the Department.

B. Provide existing local land use laws/ regulations/ ordinances that will implement the LWRP. See the LWRP Preparation Guidance on local laws for additional information.

Products: List of current existing local land use laws/ regulations/ ordinances.

Task 7: First Public Information Meeting (CCPD)

Following completion of the initial drafts of Section I - Waterfront Revitalization Area Boundary and Section II - Inventory and Analysis, conduct a public information meeting regarding the identified local waterfront issues and opportunities and solicit public input on draft Sections I and II.

Products: Public information meeting held. Minutes of the public meeting, including any presentations or handouts.

Task 8: Draft Section III - Local Waterfront Revitalization Program Policies (Consultant)

The Contractor will receive the State waterfront revitalization policies from DOS staff. Any additions to the policy explanations proposed by the municipality shall be inserted in the policy explanation portions of the provided document and returned to DOS staff for review, comment, and approval.

Proposed additions should be based on information provided in the Inventory and Analysis. The policy explanation may add specific local standards, geographic features, or applicable locations, for determining consistency with the policies.

Prepare a full policy analysis and matrix prepared with local laws to demonstrate how each policy shall be implemented to legally uphold the LWRP. The Department will provide a template for the matrix.

Should the municipality propose additions to policy explanations a conference call may be conducted with DOS staff to discuss the proposed additions.

Submit Draft Section III to the Department for review, comment, and approval. Comments from the Department must be addressed in all drafts of Section III.
Products: Draft Section III - Local Waterfront Revitalization Policies with comments or notes. Comments from the Department must be addressed in all drafts of Section III.

Task 9: Draft Section IV - Proposed Land and Water Uses and Proposed Projects (Consultant)

Describe and map proposed land and water uses within the waterfront area, and proposed projects necessary to implement the LWRP. For guidance on what information is necessary to describe a proposed project see Appendix 8 of the LWRP Preparation Guidance found at: https://dos.ny.gov/system/files/documents/2021/09/lwrp-preparation-guidance_final_9_1_21.pdf

See Department staff for additional tools and guidance to complete this section.
Submit Draft Section IV to the Department for review, comment, and approval. Comments from the Department must be addressed in all drafts of Section IV.

Products: Draft Section IV - Proposed Land and Water Uses and Proposed Projects with comments or notes. Comments from the Department must be addressed in all drafts of Section IV.

Task 10: Second Public Information Meeting (CCPD)

Conduct a public information meeting regarding the identified local waterfront issues and opportunities to solicit public input on Section IV.

Products: Minutes of the public meeting, including any presentations or handouts.

Task 11: Draft Section V - Techniques for Local Implementation of the Program (Consultant)

Describe existing local laws and regulations, and any new or amended laws or regulations necessary to both improve community resilience and implement the policies, strategies, proposed uses, and projects set forth in the LWRP. Relevant local land use controls may include, the zoning code, subdivision review, site plan review, design standards, stormwater management and flood damage prevention. The Contractor shall draft local laws and regulations necessary to implement the LWRP. Full drafts of new or amended existing laws and regulations, including a local consistency review law, should be attached as appendices to the LWRP. Local laws, regulations, standards, and procedures essential to the implementation of the policies and purposes of the LWRP must be in place at the time of approval of the LWRP by the Secretary of State.

Describe other public and private sector actions necessary to implement the LWRP, including actions by federal and State agencies necessary to fully implement and advance projects in the waterfront revitalization area. These actions may include approving anchorage and mooring areas prior to designation, designating vessel waste no-discharge zones, dredging or maintaining major navigation channels and basins, constructing or maintaining breakwaters, funding certain studies, or providing technical assistance.

Describe a local management structure for reviewing proposed waterfront projects for consistency with the approved LWRP, and the financial resources required to implement the approved LWRP. Implementation of the LWRP will be a continuing responsibility of the municipality. In preparing its LWRP, the municipality needs to consider the costs of implementing the program and whether the funds needed are, or can be reasonably expected, to be available.
Submit Draft Section V to the Department for review, comment, and approval. Comments from the Department must be addressed in all drafts of Section V.

Products: Draft Section V - Techniques for Local Implementation of the Program, and all drafts of any necessary amendments to existing laws or new local laws, including a local consistency review law. Comments from the Department must be addressed in all drafts of Section V.

Task 12: Draft Section VI - Federal and State Actions and Programs Likely to Affect Implementation of the LWRP (Consultant)

The Department shall provide to the Contractor a generic list of federal and State agency actions and programs which are to be undertaken in a manner consistent with the LWRP. The Contractor or its consultant(s) shall describe specific federal and State actions necessary to further implementation of the LWRP (technical assistance, funding, procedural changes, etc.).
Submit Draft Section VI to the Department for review and approval.
Products: Draft Section VI - Federal and State Actions and Programs Likely to Affect Implementation of the LWRP, revised if necessary.

Task 13: Draft Section VII - Local Commitment and Consultation (CCPD + Consultant)

Describe the public consultation efforts undertaken in the preparation of the LWRP, such as public hearings, public informational meetings, or meetings with governmental agencies. All activities undertaken to consult and obtain local support and commitment should be thoroughly documented in Section VII.
Describe any local committees created to oversee preparation of the LWRP, and the role of other municipal agencies.
Submit Draft Section VII to the Department for review, comment, and approval. Comments from the Department must be addressed in all drafts of Section VII.

Products: Draft Section VII - Local Commitment and Consultation. Comments from the Department must be addressed in all drafts of Section VII.

Task 14: Determination of Significance and Compliance with SEQRA (CCPD + Consultant)

A municipality’s preparation and adoption of an LWRP involves compliance with SEQRA. The yet to be determined Lead Agency shall prepare, distribute, and file a Full Environmental Assessment Form for purposes of evaluating the significance of the environmental impacts associated with preparing and adopting a LWRP. Upon completing the Full Environmental Assessment Form, the Lead Agency shall make a Determination of Significance in accordance with the SEQRA regulations. If the Determination of Significance results in a Positive Declaration, the Lead Agency shall prepare a Draft Generic Environmental Impact Statement for the Draft LWRP in accordance with State Environmental Quality Review Act (SEQRA) regulations and guidelines. If the findings of the Determination of Significance are such that the LWRP will not have a significant environmental impact, a Negative Declaration may be prepared and filed to complete the SEQRA process. The Contractor shall determine whether a public hearing will be held on the Draft LWRP. Completed SEQRA documents shall be submitted to the Department for review and approval.

Products: Completed Full Environmental Assessment Form and associated SEQRA determination statements (Positive Declaration or Negative Declaration, Draft Generic Environmental Impact Statement if needed, public hearing notes.

Task 15: Complete Draft LWRP (Consultant)

Submit an electronic copy (Word format with each map as an individual pdf, and a GIS shapefile of the LWRP boundary in a format compatible with the Department’s Geographic Information Gateway) and up to two (2) paper copies (upon request) of the complete Draft LWRP document, incorporating comments from the department including:
- integrated harbor management plan
- complete Draft Generic Environmental Impact Statement (if applicable)
- new or amended existing laws and regulations.

If revisions to the complete Draft LWRP are needed, based on Department review, the Contractor shall make the required changes and resubmit the document to the Department for review. The revised document shall be submitted in both Word format and PDF format (with section bookmarks), with the PDF a maximum of 20 MB to allow for website posting.
All comments and requested revisions must be addressed to the satisfaction of the Department prior to advancing the document to 60-Day Review.
Following acceptance of the complete Draft LWRP document by the Department, the Contractor shall formally accept the Draft LWRP as complete and ready for public review and authorize its submission to the Department for review by potentially affected State, federal, and local agencies - by resolution of the local municipal legislative body. Once accepted as complete provide one (1) hard copy and one electronic copy (formatted in Microsoft Word) of the complete Draft LWRP document to the Department.
Upon receipt of the required number of copies of the Draft LWRP (and Draft Generic Environmental Impact Statement, if applicable), the Department shall initiate a 60-Day Review by State, federal, local, and other agencies.

Products: (1) Draft LWRP acceptable to the Department; (2) GIS shapefile of the LWRP boundary in a format compatible with the Department’s Geographic Information Gateway and (3) a resolution of the local legislative body.
municipal legislative body adopted to accept the Draft LWRP as complete and ready to be submitted to DOS for review and initiation of the 60-Day review process.

Task 16: Third Public Information Meeting (CCPD)

Following completion of the Draft LWRP and in conjunction with 60-Day Review and compliance with SEQRA conduct a public information meeting or meetings on the Draft LWRP.

Products: Public meeting(s) held. Minutes of the public information meeting(s) and identification of changes to be made to the Draft LWRP as a result of the public meeting.

Task 17: Final LWRP (Consultant)

Following the 60-Day Review period of the Draft LWRP (and Draft Generic Environmental Impact Statement, if applicable), the Department shall meet with the Contractor to discuss all 60-Day comments received, determine appropriate responses, and revise the LWRP document to reflect each response. All supporting local laws proposed for adoption in conjunction with the adoption of the LWRP, and the Final Environmental Impact Statement (if applicable), shall also be revised as necessary to reflect 60-Day comments and responses, to the satisfaction of the Department. Additionally, the Contractor shall submit to the Department a schedule of adoption of the LWRP and any local laws necessary for implementation of the LWRP.

Products: An electronic copy (and up to two (2) paper copies upon request) of the Final LWRP and supporting local laws (and Final Environmental Impact Statement, if applicable), along with electronic data for all Geographic Information System-based mapping products submitted in either ArcGIS format, or similar product acceptable to the Department, and schedule of LWRP adoption.

Task 18: MWBE Reporting (Consultant)

Comply with MWBE Reporting Requirements by completing the following actions:

- Submit Form C - Workforce Employment Utilization to report the actual work force utilized for this contract broken down by specified categories (every March 31, June 30, September 30 and December 31).
- 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 DOS funds through the New York State Contract System (NYSCS).

Technical assistance for use of the NYSCS system can be obtained through the NYSCS website at https://ny.newnycontracts.com by clicking on the “Contact Us & Support” link.

Products: Ongoing reporting through NYSCS during the life of the contract. Form C submitted on a quarterly basis and Form D submitted as necessary.

Task 19: Project Status Reports (Consultant)

Submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Products: Completed project status reports submitted to DOS during the life of the contract.

Task 20: Final Project Summary Report and Measurable Results (Consultant)

Submit the Final Project Summary Report and Measurable Results electronically at: https://forms.office.com/g/eZERFeEeKM.

Products: Final Project Summary Report and Measurable Results submitted to the Department.
3.0 Final Deliverables

Final deliverables in addition to the aforementioned task products are to include, at minimum, the following:

A. Final Local Waterfront Revitalization Program and supporting local laws (PDF document and up to ten color printed and bound copies available on request)
B. Electronic data for all Geographic Information System-based mapping products submitted in either ArcGIS format, or similar product acceptable to the Department
C. Schedule of LWRP adoption.

4.0 Anticipated Schedule:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP released</td>
<td>June 8, 2023</td>
</tr>
<tr>
<td>Questions Due</td>
<td>June 22, 2023</td>
</tr>
<tr>
<td>Responses to Questions</td>
<td>June 27, 2023</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>July 6, 2023</td>
</tr>
</tbody>
</table>

5.0 Required Submissions

Interested consultants shall submit their qualifications and proposal by 2:00 PM on July 6, 2023. Consultants shall submit their qualifications, which should include the following:

6.1 Name of consultant (and sub-consultants, if applicable), office locations, contact information.
6.2 Cover letter with understanding of project intent and scope of work, special knowledge, experience and expertise of the firm(s), credentials and applicable certifications of the firm(s), and the quality of the services provided by the firm(s).
6.3 Firm profile(s), experience, examples of similar work with contact information for references, company EEO staffing worksheet, and project staffing worksheet
6.4 Resumes for project staff, including education, any licenses or certifications, and descriptions of relevant experience.
6.5 Proposed approach, work plan and schedule for the project with description of accompanying deliverables.
6.6 Proposed fee as either lump sum by work area or a breakdown of hourly rates for individual team members with estimated hours and a schedule of reimbursable costs.
6.7 The firm’s commitment to workplace diversity, working with Minority and Women-owned Business Enterprises and compliance with applicable laws and regulations prohibiting unlawful discrimination. Identify M/WBE subconsultants, and provide certification to the bidder’s own designation when applicable. Include completed NYS DOS M/WBE Form D.

6.0 Selection

Proposals will be evaluated based on the following:

<table>
<thead>
<tr>
<th>Category</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm profile(s), credentials, experience, and references</td>
<td>20%</td>
</tr>
<tr>
<td>Understanding of project and scope of work</td>
<td>20%</td>
</tr>
<tr>
<td>Composition, experience, and diversity of staff that will be working on the project</td>
<td>20%</td>
</tr>
</tbody>
</table>
Technical and creative approach, work plan, and schedule | 20%
---|---
Fee proposal and project budget | 20%

7.0 Request for Information

All questions must be submitted in writing to the contact person below by email before close of business on June 22 2023, citing the particular proposal section and item number (if available).

Proposers should note that all clarifications and exceptions, including those related to the terms and conditions of the contract are to be resolved prior to the submission of a proposal. Answers to all questions of a substantive nature will be given to all recipients of this RFP in the form of a formal addendum via Empire State Bid System at www.bidnetdirect.com/new-york, which will be annexed to and become part of the resultant proposal.

Tricia Wise, NIGP-CPP, CPPO, CPPB
Purchasing Director
Email: twise@chemungcountyny.gov
<table>
<thead>
<tr>
<th>Staff Name</th>
<th>Overall Experience (years)</th>
<th>Number of Years with Firm</th>
<th>Licenses / Certifications</th>
<th>Educational Degrees</th>
<th>Role on Project</th>
<th>Work Specialization / Focus Area</th>
<th>Chemung County Resident? (y/n)</th>
</tr>
</thead>
</table>

Use additional sheets or adjust format as needed to provide information for all project team members
TO THE COUNTY OF CHEMUNG: The undersigned hereby declares that they have carefully examined all proposal and contract documents and all interpretations of any addenda to the Contract Documents issued by the County of Chemung and is satisfied as to all the quantities and conditions, and understands that in signing this Proposal they waive all rights to plead any misunderstanding regarding the same. Pursuant to and in compliance with the Proposal Documents, the Proposer hereby offers to furnish all equipment and whatever else is necessary or proper for, or incidental to, the completion of this Contract, as required by and in strict compliance with the applicable provisions of all contract documents, for the following proposal prices:

Total Gross Sum Proposal in Figures: ________________________________

Total Gross Sum Proposal in Words: ________________________________

If written notice of the acceptance of this Bid is delivered to the undersigned, the undersigned will, within ten (10) business days after the date of such delivery, execute and deliver the Contract in the form of the Agreement attached hereto, or in a special Contract form that may be drawn up in accordance with the County Attorney’s requirements. In the event that addenda are issued, the undersigned hereby acknowledges the receipt of same and agrees that they are bound by all addenda, whether or not listed herein:

Addendum Number_________________ Date of Addendum ________________________

______________________________
Proposer or Authorized Representative

______________________________
Name of Company

______________________________
Address of Company

______________________________
Phone and Fax Numbers of Company

______________________________
E-mail
**Vendor Certification**

As of January 1, 2005, the Office of the State Comptroller is requiring that governmental agencies award contracts only to vendors that have been certified as “responsible.” Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is a contracting agency’s responsibility, under Section 163 (9) of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting agency and the State (as well as the City) against failed contracts.

The following factors are to be considered in making a responsibility determination:

1. Legal Authority to do business in New York State
2. Integrity
3. Capacity – both organizational and financial
4. Previous performance

Please complete the enclosed Vendor Responsibility Questionnaire. The completed Questionnaire shall be returned with your bid submission in order for your bid to be ruled responsive.

Additional information concerning vendor responsibility, including electronic versions of forms, may be found at the Office of the State Comptroller’s (OSC) website: [http://www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep)
Vendor Responsibility Form

Within the past five (5) years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of:

**ANSWER ALL QUESTIONS**

A. an indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business related conduct constituting a crime under governmental law?  
YES____ NO____

B. a government suspension or debarment, rejection of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement?  
YES____ NO____

C. any governmental determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed “serious or willful?”  
YES____ NO____

D. a consent order with NYS Department of Environmental Conservation, or a governmental enforcement determination involving a construction-related violation of federal, state, or local environmental laws?  
YES____ NO____

E. a finding of non-responsibility by a governmental agency or Authority for any reason, including but not limited to the intentional provision of false or incomplete information as required by Executive Order 127?  
YES____ NO____

If yes to any of above, please provide details regarding the finding.

ENTITY MAKING FINDING:  __________________________________________________________

YEAR OF FINDING:  ______________________________________________________________

BASIS OF FINDING:  ______________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

(Attach Additional Sheets if Necessary)

**Overview on Executive Order #127 May be Accessed:**

http://www.ogs.state.ny.us/aboutOgs/regulations/procurement/overview.html
REGRET LETTER

REQUEST NUMBER: RFP-2537

TO WHOM THIS MAY CONCERN:

If you do not plan to bid on this offering, but wish to remain on our active vendor list, you must complete this form and return to this office by the bid due date.

Thank you for your cooperation.

Very truly yours,

Tricia A. Wise, NIGP-CPP, CPPO, CPPB
PURCHASING DIRECTOR

REASON FOR NOT BIDDING

- RECEIVED BID PACKAGE TOO LATE
- NOT ENOUGH TIME TO DEVELOP BID NOT SUFFICIENT DETAILS
- JOB TOO LARGE
- JOB TOO SMALL
- NOT INTERESTED IN THIS TYPE OF MATERIAL/SERVICE
- WORKING AT FULL CAPACITY AT THIS TIME
- CANNOT MEET TIME SCHEDULE FOR COMPLETION OF JOB
- SPECIFICATIONS TOO RESTRICTIVE

OTHER:

________________________________________
Contractor/Vendor
NON-COLLUSIVE PROPOSAL CERTIFICATE PURSUANT TO 103d
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK

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

(1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

(2) Unless otherwise required by Law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

(3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

B. A proposal shall not be considered for award nor shall any award be made where (a)-(1), (2) and (3) have not been complied with; provided however, that if in any case the proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. Where (a)-(1), (2) and (3) have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a proposal (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposal, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

By submission of this proposal, the undersigned hereby affirms the truth of the foregoing certification under the penalties of perjury.

Signature of Proposer
WAIVER OF IMMUNITY PURSUANT TO 103a
OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK

The Consultant and/or Vendor and/or Supplier, pursuant to General Municipal Law, section 103a, hereby agrees to the provisions in the law which require that upon refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a Public Authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a Waiver of Immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting proposals to or receiving awards from or entering into any contract with any municipal corporation or fire district or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this Law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

________________________________________
Authorized Signature for Proposer

________________________________________
Title

________________________________________
Date

(Corporate Seal, if any)
(If no seal, write “No Seal” across this place and sign)
IRANIAN ENERGY DIVESTMENT CERTIFICATION

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

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

B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date                                           Company Name
BIDDER’S STATEMENT ON SEXUAL HARASSMENT

IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-1

In accordance with State Finance Law §139-l, which generally prohibits the County of Chemung from entering into contracts pursuant to the bid process with persons who fail to submit a certification affirming compliance with New York Labor Law §201-g, the bidder submits the following certification under the penalty 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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Dated: ____________, New York
__________, 20____

______________________________
Name of Bidder

______________________________
Signature of Authorized Official

______________________________
Printed or Typed Name of Official and Title

Sworn to before me this
______ day of_______, 20____
COUNTY OF CHEMUNG, NEW YORK  NOTICE OF AWARD

Issued to: Company Name ________________________________

                      Company Address ________________________________
                      Company City/State/Zip ________________________________

Proposal Number and Title ________________________________

Proposal Due Date ________________________________

Chemung County Legislature Resolution Number______________ Date ________________

*******************************************************************************************************

Chemung County has considered and accepted your proposal submitted for the above entitled proposal, or a portion thereof as detailed on any attachment to this notice. You are required to execute the Agreement and furnish any required certificates of insurance within ten (10) business days from the date of this Notice. If you fail to execute said Agreement and to furnish said certificates within ten (10) business days from the date of this Notice, Chemung County will be entitled to consider all your rights arising out of the acceptance of your PROPOSAL as abandoned and shall be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this NOTICE OF AWARD within five (5) calendar days to:

Chemung County Department of ________________________________

                      Street Address ________________________________
                      Post Office Box______________ City__________________ State _____________ Zip Code____________

Telephone______________ Fax ________________

By: ________________________________

                      Department Head Signature     Typed Name/Title

DATED the______________ day of______________, 20___.

*******************************************************************************************************

ACCEPTANCE OF NOTICE OF AWARD

NOTICE OF AWARD is hereby acknowledged and accepted.

By: ________________________________

                      Authorized Signature     Typed Name/Title

For: ________________________________

                      Organization

DATED the______________ day of______________, 20__.
AGREEMENT

THIS CONTRACT, made and entered into this______ day of______,______ by and between the County of Chemung, 203 Lake Street, Elmira, New York 14901 (Administrative Office address), hereinafter designated as the OWNER, and:

________________________________________

Hereinafter designated the CONSULTANT.

WITNESSETH: That the parties hereto, each in consideration of the Agreements of the part of the other herein contained, have mutually agreed and hereby mutually agree, the OWNER for itself and its successors and the CONSULTANT for itself, himself, herself, or themselves and its successors, his, hers, or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION: Under this Agreement and Contract, the CONSULTANT shall proceed with such project or services as hereby described:

________________________________________

Article 2. In consideration of the payments to be made as hereinafter provided, and of the performance of the Owner of all of the matters and thing to be performed by the Owner and herein provided; the Consultant agrees, at his/her own sole cost and expense, to perform all the labor and services and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1. Hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, orders and directions as contained in the proposal package and specifications, made in accordance with this Contract.

Article 3. The Owner agrees to pay and the Consultant agrees to accept as full compensation for all work done, and materials furnished and equipment and supplies sold, and also for all costs and expenses incurred and loss or damages sustained by reason of the action of the elements, or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for faithfully completing the work and the whole thereof as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Proposal hereto attached.

Article 4. The following documents shall constitute integral parts of the agreement, the whole to be collectively known and referred to as the Contract Documents: Proposal and Scope of Work Documents; Addenda; Plans or Drawings (if any); Non-Collusion Proposal Certificate; Waiver of Immunity; Iranian Energy Divestment Certification; Proposer’s submittals; Agreement form; Site Entry and Indemnity; Insurance Certificates; Notice of Award.
The Table of Contents, Headings and Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents, and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

**Article 5.** If the Consultant shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

**Article 6.** The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:

----

**IN WITNESS WHEREOF,** the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement,

By: (Consultant)

(Seal)  
Signature  
Company Name  
Company Address  

By: (Owner - County)

(Seal)  
Christopher J. Moss,  
Chemung County Executive
SITE ENTRY AGREEMENT AND INDEMNITY

Date:_______________

Owned and/or Operated by the following:

CONSULTANT:_____________________________ Print Name

_____________________________ Address

_____________________________

( )_______________________________ Phone

_____________________________ Person to Contact

SITE/PROJECT:_____________________________________________________________________

Subject to the terms and conditions herein stated and agreed to by the above named Consultant, the above named Owner does hereby give permission to Consultant to enter the above named project.

A. INSURANCE: Consultant represents and warrants that Consultant has in force the following insurance coverage applicable to their operations:

1. **Workers’ Compensation and Employers Liability** coverage for all employees, including corporate officers, partners and proprietors.

2. **Professional and General Liability Insurance:** In satisfaction of the insurance requirements of this Agreement, Consultant is required to procure and maintain professional liability insurance in the sum of at least one million dollars ($1,000,000.00) and general liability insurance in the sum of at least one million dollars ($1,000,000.00).

3. **Automobile Insurance.** Automobile public liability and property damage insurance covering all claims against the Consultant, each sub-Consultant and the Owner, as a result of work under the Contract, shall be provided by the Consultant in the amount of: COMBINED SINGLE LIMIT OF $1,000,000.00

Owner is to be named as an additional insured on a primary basis on all policies including completed operations with the exception of workers’ compensation and a certificate of insurance will be provided within 48 hours of request by owner. All certificates of insurance will provide 30 days notice to owner of cancellation or non-renewal. Consultant waives all rights of subrogation against owner and will have all policies endorsed setting forth this waiver of subrogation.

CONSULTANT’S EQUIPMENT: All equipment owned by Consultant, and used at the Project, is at the sole responsibility of the Consultant and will be insured or self-insured by Consultant.

INDEMNITY: To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless OWNER and its agents, employees and representatives from against all liabilities, claims, damages, losses and expenses (including, but not limited to, attorney’ fees, whether incurred as a result of a third party claim or to enforce this provision) arising out of or resulting directly or indirectly from
the performance of the work or the enforcement of the contract documents, irrespective to whether there is a breach of a statutory obligation or rule of apportioned liability; provided, however, that Consultant’s indemnification obligation shall not apply to the extent it is caused by the negligence of a person indemnified and indemnification of such person is precluded specifically by applicable law. Consultant’s indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any part or person described in this paragraph.

LIMITATION ON ENTRY: Consultant’s rights to enter onto the project are subject to cancellation if Consultant does not provide evidence of required insurance coverage to owner within 48 hours of owner’s request.

AUTHORIZATION: The individual signing this Site Entry Agreement and Indemnity for Consultant is authorized to sign this document on behalf of Consultant (and if Owner requests will provide evidence of such authority to owner within 24 hours).

RECEIPT OF COPY: Consultant acknowledges receipt of a copy of this Site Entry Agreement and Indemnity.

IT IS AGREED that any clause of the Agreement that is found to be void and unenforceable will not affect the enforceability of any of the remaining provisions.

CONSULTANT:  
(Name of Company)  
(Print Name & Title)  
(Signature)

APPROVAL OF OWNER:  
Christopher J. Moss,  
Chemung County Executive
# Request for Taxpayer Identification Number and Certification

**Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.**

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<table>
<thead>
<tr>
<th>Part I</th>
<th>Taxpayer Identification Number (TIN)</th>
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<tbody>
<tr>
<td>1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</td>
<td></td>
</tr>
<tr>
<td>2. Business name/disregarded entity name, if different from above</td>
<td></td>
</tr>
<tr>
<td>3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</td>
<td></td>
</tr>
<tr>
<td>- Individual/sole proprietor or single-member LLC</td>
<td></td>
</tr>
<tr>
<td>- C Corporation</td>
<td></td>
</tr>
<tr>
<td>- S Corporation</td>
<td></td>
</tr>
<tr>
<td>- Partnership</td>
<td></td>
</tr>
<tr>
<td>- Trust/estate</td>
<td></td>
</tr>
<tr>
<td>- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)</td>
<td></td>
</tr>
<tr>
<td>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</td>
<td></td>
</tr>
<tr>
<td>4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</td>
<td></td>
</tr>
<tr>
<td>Exempt payee code (if any)</td>
<td></td>
</tr>
<tr>
<td>Exemption from FATCA reporting code (if any)</td>
<td></td>
</tr>
<tr>
<td>(Applies to accounts maintained outside the U.S.)</td>
<td></td>
</tr>
<tr>
<td>5. Address (number, street, and apt. or suite no.) See instructions.</td>
<td></td>
</tr>
<tr>
<td>Requester’s name and address (optional)</td>
<td></td>
</tr>
<tr>
<td>6. City, state, and ZIP code</td>
<td></td>
</tr>
<tr>
<td>7. List account number(s) here (optional)</td>
<td></td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Part II</th>
<th>Certification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under penalties of perjury, I certify that:</td>
<td></td>
</tr>
<tr>
<td>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</td>
<td></td>
</tr>
<tr>
<td>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</td>
<td></td>
</tr>
<tr>
<td>3. I am a U.S. citizen or other U.S. person (defined below);</td>
<td></td>
</tr>
<tr>
<td>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</td>
<td></td>
</tr>
</tbody>
</table>

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*