



2018

Tioga County, New York

REQUEST FOR PROPOSALS: Purchase of mobile dental vehicle

Request for Proposals Release Date: 4/16/2018

Proposals Due: 5/11/2018

ISSUING DEPARTMENT: **Tioga County Public Health
c/o Tioga County Law Department
Attn: Peter Dewind
56 Main St
Owego, NY 13827**

Sealed proposals will be received until **3:00 p.m. Friday, May 11** from vendors for a 2018 Mobile Dental Vehicle.

All inquiries for information concerning this Request for Proposals (RFP) shall be emailed to:

Susan Medina, Public Health medinas@co.tioga.ny.us

or

Peter Dewind, County Attorney dewindp@co.tioga.ny.us

All questions regarding this RFP will be due by 12 noon Eastern time on Wednesday, April 18, 2018. All answers will be issued in one single addendum by Friday April 20. Any questions after this date will not be addressed. Any vendors wishing to be included on distribution of any addendums must register at the e-mail addresses listed above.

Sealed proposals shall be mailed or hand delivered to the Tioga County Attorney upstairs at 56 Main St, Owego, NY 13827 in a sealed envelope noting:

Mobile Dental Vehicle Request for Proposals: Not to be opened until 5/11 at 4:00 p.m.

It is the sole responsibility of the Proposer to ensure that its proposal reaches the Tioga County Attorney by the designated date and hour indicated above.

In compliance with the Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services and install the goods described in accordance with the attached signed proposal.

Name of Company: _____

Address of Company: _____

Telephone Number: _____

Name of Officer: _____

Signature: _____

Date: _____

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I. INTRODUCTION

Purpose & Project Vision

The purpose and intent of the Request for Proposals (RFP) is to solicit proposals from qualified and experienced manufacturers of specialty vehicles for the purchase of one (1) fully equipped mobile dental vehicle to provide dental care services to all ages in Tioga County, NY at various community sites.

Background

Tioga County Public Health protects and promotes the health of Tioga County residents through various programs and services. We promote good oral health, prevent and control communicable diseases, ensure food and water safety, support maternal/child health and various other efforts and services as they relate to the community's health. Additionally, we assess and document the health status and need of the community and participate in community initiatives addressing areas in need of improvement.

The mobile dental vehicle will be used to address the unmet dental health needs of the community through the provision of preventive and restorative services. This project is made possible through funds from a Community Development Block Grant, Appalachian Regional Commission and F. Hooker Foundation Grants.

Requirements

Design, build, deliver, and provide training for the operation of one new 2018 drivable, 40 foot, 2 dental operatory inclusive of detailed specifications within this proposal. Items must clearly meet or exceed provided specifications. The completed unit shall meet all applicable documents, publications and standards in effect at the time of manufacture to include all Federal Department of Transportation, Federal Motor Vehicle Safety Standards, New York State Department of Motor Vehicles and New York State Department of Health Article 28 requirements and regulations.

II. DETAILED SPECIFICATIONS

Truck Chassis New, Unused 2018/19 Freightliner, International or equivalent.

There shall be sufficient "I" beam crossmembers and other reinforcement pieces to insure that the trailer has adequate strength and rigidity to withstand all road shocks and loading conditions. All chassis fabrication is to be of the highest quality workmanship, assuring extreme durability.

Wheels shall be equipped with 11R22.5 (14 ply) steel belted radial tires.

Unit shall be equipped with a full width, steel rear bumper. The body shall have reflective stripes to give an indication of the width of the trailer. The trailer shall be furnished with mud flaps

Dental Equipment Installation of County purchased dental equipment, of which includes:

- 2- Dental delivery units
- 1- Handheld x-ray unit
- 1- Autoclave
- 1- HVAC Dental suction
- 1- Air compressor
- 1- Amalgam separator
- 1- Ultrasonic

Doors 3 exterior hinged doors (2 with stairs, 1 with wheelchair lift)
1 interior hinged door
1 interior sliding door

Electrical Unit shall be wired to receive 4-wire, 120/240-volt, 60-Hz., AC, single-phase, 100-amp power from generator or local power source via lead-in cable. Necessary wiring shall be provided for operation of 120/240-volt equipment where indicated.

WIRING:

All trailer wiring shall be NEC standard conduit with stranded wire or plastic jacketed, non-metallic sheathed cable with ground. Wiring and related devices shall be installed in a workmanlike manner, mechanically and electrically secure. Items requiring periodic service shall be readily accessible and serviceable. Wiring shall be protected by grommets when passing through structural members.

Circuit breakers panel(s) of adequate capacity shall be installed at appropriate locations within body and shall include:

1. Individual 120-volt circuits for utility equipment, lights and receptacles.
2. 240-volt for air conditioning and electric heating units.

Duplex receptacles shall be provided in convenient locations within body interior to conform to National Electric Code.

Provide 50-foot, 4-wire lead-in cable with Hubble connector on end for connection to 120/240-volt power source. Cable shall be sized to unit capacity.

A manually controlled transfer switching system shall be supplied to transfer power for the unit from the local power source to the generator power. The control station shall be located at the main power input area in undercarriage compartment.

Expandable Section Install an electrically activated expandable side section to provide approximately 3 square feet of additional floor space. Section to be supported by telescoping beams. Beams to be sized to carry the imposed loads with proper safety features. Side shall have neoprene weather seal. Section to be reinforced with heavy-gauge members and sections to prevent deformation. Roof on the expandable section shall be sloped toward the outside of the trailer for water drainage.

Exterior Body exterior shall be thoroughly cleaned, sanded and primed. Body shall be painted with two (2) coats of PPG polyurethane topcoat, one color of buyer's choice.

Steel structural trailer chassis undercarriage shall be painted black.

Body shall be undercoated with high-quality protectant.

Heat-Protecting Roof Coating to be applied.

Graphic Artwork: Full vehicle artwork wrapping meeting customer specifications.

Flooring Floor shall be surfaced with Armstrong, or equal, heavy-duty cushioned vinyl linoleum.

Generator Compartment shall be accessible from the side via hinged, louvered doors equipped with flush-mounted locks and holders in open position.

Generators shall be installed within an under-floor skirt compartment.

Provide one (1) 30-kilowatt, Honda, or equal, 120/240-volt, 60 Hertz, single-phase, 4-wire, liquid-cooled diesel generator. Generator shall be shock-mounted and equipped with remote controls, starting battery, critical area silencer, AC instrument package, and air cleaner. Generator shall be installed for proper heat and exhaust dissipation, and connected to an installed tank for fuel supply.

A remote start/stop switch shall be installed. The 380-volt power shall be fed from generator through 80-amp transfer switch to circuit breaker panel. One (1) 12-volt dome light shall be installed in the ceiling of the compartment.

Inside of generator compartment shall be lined with noise barrier material.

Generator shall be mounted on special sound and vibration reducer pads.

HVAC

There shall be installed (not on roof) two (2) BARD, or equal, 203/208volt, 60-Hertz, single-phase air conditioning units. Units shall be properly framed and connected to a metal duct installed between the roof and the ceiling. Duct shall be insulated and shall include adjustable air diffusers. Units shall be thermostatically controlled.

Total Cooling Capacity: 120,000 BTU

Total Heating Capacity: 34,130 BTU

Install a total of five (5) thermostatically controlled, electric blower heaters throughout the body interior and undercarriage compartments. Each heater rated at a minimum of 3,400 BTU.

Insulation

Body shall be insulated on sides, ends, floor and ceiling. (Minimum: R-12).

Interior Furnishings

Waiting Area:

Secure and install a cushioned, upholstered waiting couch.

Secure and install a cushioned and upholstered chair.

Secure and install one (1) 42" LCD TV on partition wall.

Install a Braun/UVL patient lift (location to be determined based on design).

Office and Registration Area:

Build in Formica surfaced reception desk with overhead cabinetry.

Provide and secure two (2) upholstered, casters stools with backrests.

Secure and install stackable medical records file cabinet.

Sterilization and Waste Area:

Build in Formica surfaced counter with storage under. Install stainless steel sink with hot and cold water faucet in counter.

Above counters install storage cabinets with hinged door access.

Within counter provide plastic waste slot with waste bucket under counter.

Install 220-volt power exhaust vent.

Dental Operatory Space:

Build in Formica surfaced counter with storage under. Install a stainless steel sink with hot and cold water faucet. Install a dispenser for folding paper towels at each sink location.

Above counters install storage cabinets with hinged door access.

Provide tapping plates, securing devices, electrical connections, and plumbing connections for installation of 2 dental chairs and equipment.

Dental chairs shall be separated by a semi-transparent partition.

Leveling Gear

A four-leg stabilizer system shall be installed having a capacity of 25,000 pounds per stabilizer, two-stage operation, 12-inch swivel foot, hydraulic raising and lowering, and individual control for leveling trailer. Power system to be electric-over-hydraulic. Leveling jacks shall be attached to the main structural members at unit front and rear.

Lighting

Lights shall be flush-mounted at finished ceiling to give a minimum light density of 50 foot-candles at working surfaces. Separate dimmers shall be provided for the Waiting Room, Office, Sterilization Area and Dental Room.

Lights shall be recessed, low-voltage type with 20-watt halogen bulbs and chrome aluminum reflectors.

12-volt dome lights shall be provided within exterior body compartments.

Install a floodlight on unit exterior at each door entrance. Floodlight shall be controlled by interior switch.

Emergency LED lights shall be provided at each entrance door.

Maintenance/Repairs

Provide quarterly preventive maintenance for 24 months. Demonstration of ability to provide four (4) hour response in the event of non-dental equipment malfunction.

Miscellaneous

Two (2) 2-1/2 pound dry chemical fire extinguishers shall be bracketed and installed within body interior.

A series of underbody storage compartments shall be provided. Accessible through hinged doors with holding devices and flush-mounted locks.

Install coat hooks at convenient locations within body interior.

Provision shall be made for securing all equipment during operational transit.

One (1) copy of Operator's Manual shall be provided. Shall include one (1) set of supporting manuals covering supplied items such as chassis, generator, air conditioner, etc.,.

Install an access port within the compartment or compartment door of every electrical cable and plumbing compartment allowing the lead-in cable and hoses to be connected to the unit with the main compartment doors closed and locked.

Install sight levels at body side and rear to aid in leveling unit.

Platform and Stairs

There shall be provided at two (2) entrance/exit door(s) an aluminum safety-tread platform. Platforms shall be secured in extended position with removable legs directly to ground. Provide lightweight portable stairs equipped with 6-inch adjustable neoprene feet. Provide removable safety rails at platforms and stairs.

Plumbing

The plumbing system shall be designed to receive water directly from local sources or from the installed tank. Plumbing fixtures and devices shall be supplied with water in sufficient volume and at pressures adequate to enable them to function satisfactorily and without undue noise. All water piping shall be subjected to adequate water and pressure tests to determine leakage or loss in pressure.

The plumbing system shall include:

- One (1) 50-gallon fresh water tank,
- One (1) 60-gallon wastewater tank with hose connection,
- One (1) Gould, or equal, 220-volt heavy-duty water pump,
- Install instant water heaters at each sink

The fresh water tank shall be installed within an insulated underbody skirt compartment accessible through a hinged door with flush-mounted lock and holding device for door in open position. Compartment shall be provided with electric heater for winter protection against freezing.

Fresh water tank shall be connected to water heater and water faucet at sink by high pressure, polybutylene tubing.

Plumbing system shall be equipped with check valves in accordance with approved commercial practice.

Provide one (1) 50-foot water hose and one (1) wastewater hose. Hoses to be different sizes to prevent intermix.

Waste water shall drain to waste tank or hose connection through corrosion-resistant PVC tubing.

Unit shall be equipped with a water pressure regulator and removable filter trap at water inlet.

Measure will be taken to limit pipe freezing through use of insulation and heaters.

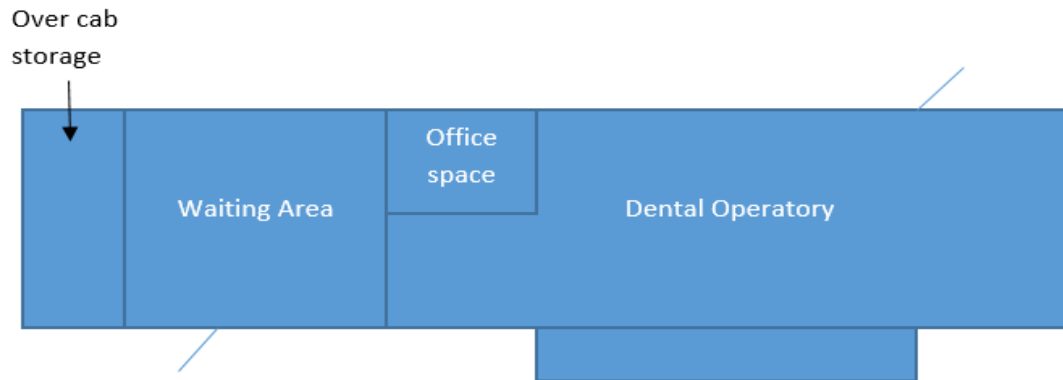
Provide proper tubing and fittings for air, water, suction. All water, air and vacuum lines shall be run such that none will be exposed.

Plumbing system shall be designed to permit drainage of entire system to include blowing out water supply lines with installed air compressor.

Operatory sink will have foot controls.

Security	Keyless entry lock on 2 exterior doors. Keyless locks on all undercarriage compartments.
Walls and Ceiling	The interior walls shall be lined for full width and length with 1/4" thick laminated Formica panels. Ceiling is a linear metal system with aluminum panels; lights, air supply, and air return are all integral.
Warranty	Limited warranty on the mobile unit for twelve (12) months or 12,000 miles. The warranty includes all equipment supplied by company except those items which are covered by a separate warranty.
Wheelchair lift	Americans with Disabilities Act Compliant Wheelchair lift of which stores externally in undercarriage compartment.
Windows	A minimum of 4 windows will be included and placed as design indicates. Sliding safety-glass windows with insect screens within body sides with venetian-style blind.

III. BASIC FLOORPLAN



IV. PROPOSAL REQUIREMENTS

Proposals must include all of the information set forth in this Section and other Sections of this RFP. Proposals are to be organized and tabbed appropriately. One (1) original and two (2) copies of the Proposal shall be submitted to the Tioga County Attorney.

Tab 1 – Signed Forms

- a. Signed Proposal Signature Sheet, Page 1

- b. Proposal Form
- c. Addendum Acknowledgement Form (if applicable)
- d. Vendor Application/W-9 Form

Tab 2 – Executive Summary

Provide a brief summary of the proposal and how it addresses Tioga County’s request.

Tab 3 – Corporate Overview

Present an overview of the organization, company’s name, address, phone and fax numbers, firm history, email address and phone number of the company’s representative.

Tab 4 – Qualifications and Experience

Describe organization’s experience in performing services comparable to those specified in this RFP and other information relevant to making a determination as to the ability of the Proposer to perform these services. This tab should also include a list of all similar work performed by your firm over the past five (5) years. This list should include the name of each client, a client contact and telephone number, the size and Scope of Work provided, effective dates of the contract(s) with this client, and the annual contract amount.

Tab 5 – References

Provide a list of three (3) clients. References must be satisfactory as deemed solely by the County. References should have similar scope, volume and requirements to those outlined in these Specifications, Scope of Services, terms, and conditions.

Reference information shall include:

1. Company/Agency name;
2. Contact person (name and title), contact person is to be someone directly involved with the services;
3. Complete street address;
4. Telephone number;
5. Type of business;
6. Dates of services.

The County reserves the right to contact any of the references provided in order to determine Proposer’s performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

Tab 6 – Description of the Proposed Equipment

Proposal response shall include a description of the proposed equipment, as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment will meet or exceed the requirements in Detailed Specifications section and shall explain any advantages that this proposed equipment would have over other possible

equipment. The description shall include any disadvantages or limitations that the County should be aware of in evaluating the proposal. Finally, the description shall describe all product warranties provided by Proposer. Proposer shall also provide:

- Drawings showing multiple views of the interior and exterior layout of the vehicle;
- Detailed floor plan, which will include all equipment placement;
- Drawings shall be to scale. They will be evaluated on completeness and appropriateness.
- Complete description of all furniture and fixtures to be provided.

Tab 7 – Project Schedule

Use this section to include a general project schedule. This information should be presented so that the Evaluation Committee can see how activities relate to each other as far as timing goes and also how long the project is expected to take from contract execution to delivery of the final product.

Include a general schedule of completion for the project, including major tasks and sub-tasks to be accomplished. Indicate other projects currently being worked on by your firm. Indicate any concerns with respect to the timeline. Also include any reimbursement back to County if trailer is not delivered by agreed upon date.

Tab 8 – Identification of Anticipated and/or Potential Project Problems

Use this section to identify and describe any anticipated and/or potential project problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the County.

V. Selection Process

Proposals received by the submittal deadline will be evaluated by a selection committee comprised of representatives of Tioga County.

The committee will review and identify the proposals and responsive to the product requested. Award will not be based on price alone, a trailer will be selected that will best serve in the interest of the County. Interviews may be conducted as the committee requires further assessment. The successful vendor will be notified once an award/contract has been approved by the County Manager and/or the County of Tioga Board of Commissioners.

Evaluation Criteria

Proposals will be evaluated using the following criteria not specifically in this order:

1. Qualifications and Experience of the vendor
2. References and previous project descriptions
3. Evaluation of proposed equipment
4. Proposed schedule for completion
5. Price

VI. General Information

Updates and revisions to this RFP if amended shall be issued and posted to the County's website specifically under the Bid Opportunities section of the site.

Tioga County is an Equal Opportunity Employer. Small businesses and minority owned business are encouraged to bid. **Tioga County strongly encourages Minority and Women's Business Enterprises to apply.**

No proposer shall have any claims or rights against the County arising out of participation by a proposer in this process. No proposer shall have any claims or rights against the County for the failure to award a contract to it, or for awarding a contract to another person, vendor, or corporation, regardless of whether the other person, vendor, or corporation participated in the RFP process or did not submit a proposal that complied with the process.

A notice of award shall not constitute acceptance by the County. Tioga County's only method of acceptance is the execution of a formal contract in accordance with law.

Each proposal shall include a statement indicating whether the vendor or any persons working on the contract has a possible conflict of interest and, if so, the specific nature of the conflict. Tioga County Government reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the proposer. The County's determination regarding conflict(s) of interest shall be final.

News releases/media alerts related to this RFP and/or Award of same shall not be made without prior approval of the Tioga County Legislative Chair, Martha Sauerbrey, sauerbrey@co.tioga.ny.us 607-687-8200.

Confidentiality

1. All proposals and material submitted become the property of Tioga County Government. All proposal information shall be held in confidence during the evaluation process and before the Notice of Intent to Award is issued. Thereafter, proposals shall become disclosed as a matter of public record.
2. As a general rule, all submissions to the County are available to any member of the public. However if materials submitted to the County contain matters that are trade secrets, proprietary, or otherwise confidential, as provided in this section, the County shall take reasonable steps to keep confidential those elements as specified.

A person authorized to bind the proposer to the provisions of this RFP must sign all proposals. Proposals must remain open and valid for at least ninety (90) days after the opening date.

ATTACHMENT A
PROPOSAL FORM

In accordance with the attached instructions, terms, conditions, and Scope of Services we submit the following proposal to County Craven Health Dept.

TOTAL PROPOSED COST:\$ _____

Total Proposed Cost in Words:

All prices are to be F.O.B. Destination. Any freight/delivery charges are to be included.

I certify that the contents of this proposal are known to no one outside the firm, and to the best of my knowledge all requirements have been complied with.

Date: _____

Authorized Signature: _____

Name: _____

Title: _____

Company Name: _____

Address: _____

Telephone: _____

ATTACHMENT B

NON-COLLUSIVE BIDDING CERTIFICATION

A. Every Bid herein made to Tioga County, or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed, or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties or perjury: Non-collusive Bidding Certification.

(1) By submission of this Bid, each Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint Bid each party thereto certifies, as to its own organization, under penalty or perjury, that to the best of their knowledge and belief: (i) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; (ii) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder, and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and (iii) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation, to submit or not to submit a Bid for the purpose of restricting competition.

(2) A Bid shall not be considered for award nor shall any award be made where (1) (i) (ii) and (iii) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where (1) (i) (ii) and (iii) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the Tioga County Commissioner of Public Works, to which the Bid is made, or the designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder: (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 bid, does not constitute, without more, a disclosure within the meaning of subparagraph A (1).

B. Any Bid hereafter made to Tioga County, or official thereof, by a corporate Bidder for work or services performed or to be performed, or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such Bid contains the certification referred to herein, shall be deemed to have been authorized by the Board of Directors of the Bidder and such authorization shall be deemed to include the signing and submission of the Bid, and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature of Bidder _____ (SEAL)

Title _____

Address _____

ATTACHMENT C

SAMPLE TIOGA COUNTY CONTRACT

The County contemplates that, in addition to all terms and conditions described in this RFP, final agreement between the County and the selected Respondent will include, without limitation, the terms contained in this Appendix A, Standard Tioga County Contract.

Respondents should note that, at a minimum, all the contractual provisions included in the sample contract herein will automatically be deemed part of the final Contract. Although such provisions will govern all proposals as submitted, the County may later amend such provisions. The sample contract is included so that all proposals will be governed by the same contractual terms.

THIS AGREEMENT, made this ____ day of _____, 2018, by and between TIOGA COUNTY, a municipal corporation, with offices at 56 Main Street, Owego, New York 13827, hereinafter referred to as the "COUNTY", and _____, with offices at _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY is desirous of obtaining the services of the CONTRACTOR to perform the scope of work set forth in Section 1 hereof, and

WHEREAS, the COUNTY issued a Request for Proposal ("RFP"), and

WHEREAS, the CONTRACTOR has submitted a proposal, dated _____, to perform the requested services, and

WHEREAS, the COUNTY Legislature of the County of Tioga by Resolution Number ____ of 20____, authorized a contract for services as hereinafter described, and

WHEREAS, the CONTRACTOR is willing, able, and qualified to perform such services,

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

Section 1. SCOPE OF SERVICES

The CONTRACTOR shall perform the following services for the COUNTY:

(insert)

Section 2. TERM OF AGREEMENT

The term of this Agreement shall be for the period of **XXXXX ##, 20XX** through **XXXX ##, 20XX**. [At the COUNTY's option, the Agreement may be renewed for three additional one year terms]. If the COUNTY, in its sole discretion, determines that it intends to extend the term of the

Agreement for an additional one year term, it shall notify the CONTRACTOR in writing no later than **XXXX ##** of the expiring year that the Agreement will be extended into the following year.

This Agreement shall remain in effect for the period specified above, unless otherwise terminated pursuant to the Termination Clause of this Agreement.

Section 3. TERMINATION CLAUSE

This Agreement may be terminated by the mutual written agreement of the contracting parties.

This Agreement may be terminated by the County for convenience by giving the other party XX days' prior written notice.

This Agreement may be terminated by the COUNTY, for substantial breach, upon the failure of the CONTRACTOR to comply with the terms and conditions of this Agreement, including the attachments hereto; upon the failure of the CONTRACTOR at any time, to comply with any applicable federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the CONTRACTOR or its employees or subcontractors providing services under this agreement, required by federal, state or local government is revoked, not renewed, or otherwise not in full force or effect; or in the event that the CONTRACTOR fails immediately to secure a new such license, approval or certification. Any one of above shall be considered a substantial breach.

Upon termination of this Agreement, the CONTRACTOR shall have no further responsibility to the COUNTY or to any other person with respect to providing services specified in this Agreement. Upon termination of this Agreement, the COUNTY shall be obligated to pay the CONTRACTOR for services satisfactorily performed in compliance with the Agreement through the date of termination. Following such payment, the COUNTY shall have no further obligations to the CONTRACTOR under this Agreement.

Any notice of termination under this Agreement will be given in writing at the addresses set forth below, specifying the reasons for termination and the effective date of termination. Such written notice will be delivered via registered or certified mail with return receipt requested or will be delivered by hand with receipt provided by the serving party. The CONTRACTOR agrees not to incur any new obligations or to claim any expenses incurred after the effective date of the termination. The effective date of termination is not to be less than one hundred twenty (120) days from the date of notice, unless substantial breach of contract is involved, in which case the effective date of termination may be immediately effective on delivery of the termination notice. In any event, the effective date of termination will not be later than the Agreement expiration date.

To the County:

Tioga County Law Department

Attn: Tioga County Attorney

56 Main Street

Suite 204

Owego, NY 13827

To the Contractor:

XXXXXX

Section 4. PAYMENT FOR SERVICES

The COUNTY agrees to pay the CONTRACTOR and the CONTRACTOR agrees to be paid, a sum in full satisfaction of all expenses and compensation due the CONTRACTOR not to exceed _____ (\$_____).

Payment by the COUNTY for the sum(s) herein contracted for shall be made upon the submission of properly executed monthly invoice, supported with such information and documentation necessary to substantiate the invoice, approved by the COUNTY.

The COUNTY may audit records relating to expenses for services provided by the CONTRACTOR pursuant to this Agreement at any time during this Agreement and through and including twelve (12) months following this Agreement.

The CONTRACTOR shall prepare and make available such statistical and financial service and other records requested by the COUNTY. These records shall be subject at all reasonable times to inspection, review and audit by the COUNTY, the State of New York and other personnel duly authorized by the COUNTY. These records shall be maintained for the period set forth in the State regulations.

Section 5. INSURANCE AND INDEMNIFICATION

CONTRACTOR shall comply with the following General Contract and Insurance Specifications:

TIOGA COUNTY, NEW YORK
General Contract and Insurance Specifications

Project Description or Contract Number:	Purchase of Dental Van
Date Issued:	Friday, April 13, 2018 12:10 PM

Vendor name (“Contractor”):	
County Department:	County Department

Please read these specifications very carefully. These specifications are part of your contract with Tioga County. It is advisable that you forward a copy of these specifications to your insurance agent. Tioga County’s waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

Part I. General Provisions

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor’s expense, the insurance policies listed in Part II, with limits equal to or greater than the enumerated limits.
2. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Tioga County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
3. Every required coverage type shall be on an “occurrence basis” unless otherwise specified or allowed.
4. The Contractor may utilize a combination of primary and umbrella/excess liability coverage to achieve the limits required hereunder. Excess coverage must be at least as broad as primary coverage.
5. Proof of insurance coverage shall be provided on an ACORD 25 form or acceptable equivalent. All insurance coverage and certificates must be approved by the County Department of Law or its designee prior to commencement of services.
6. The amount of self-insured retention or deductibles, if any, must be disclosed on the certificates of insurance. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
7. Tioga County reserves the right to request a certified copy of any policy and any endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated “A–, XI” or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Tioga County may exercise any rights it has in law or equity, including but not limited to the following:

- (a) immediate termination of the contract;
- (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
- (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Tioga County shall be repaid upon demand, or at the County’s option, may be offset against any monies due to the Contractor.

Part II. Required Insurance – Minimum coverage types and amounts

1.

Coverage Type	Minimum Limits
<p><u>Commercial General Liability (CGL) per standard ISO form or equivalent with no modification of coverage for contractual liability</u></p> <ul style="list-style-type: none"> • All endorsed policy exclusions shall be disclosed by submittal of forms • Tioga County shall be named Additional Insured, on a primary, noncontributory basis. The additional insured coverage shall be provided per ISO forms CG 2010 and CG 20 37 or equivalents and the insurance shall not contain any exclusion for bodily injury or property damage arising from completed operations. Additional Insured form(s) shall be attached to the Certificate of Insurance. 	<p>General Aggregate \$2,000,000 Products & Completed Operations Aggregate \$2,000,000 Personal & Advertising Injury \$1,000,000 Each Occurrence \$1,000,000 Fire Damage \$300,000 Medical Expense \$10,000</p>
<p><u>Automobile Liability (Comprehensive Form)</u></p> <p>Must cover owned, non-owned, leased and hired vehicles.</p>	<p>\$1,000,000 Combined Single Limit</p>
<p><u>Professional Liability</u></p> <ul style="list-style-type: none"> • If “Claims Made” coverage, must be maintained continuously for a minimum of three (3) years after contract termination. Also, retroactive date must precede the date of the contract for jail medical services 	<p>\$1,000,000 Each Claim \$1,000,000 Annual Aggregate</p>

<ul style="list-style-type: none"> • Shall not contain restrictions for ✓ Contractual liability ✓ Express warranties or guarantees ✓ Personal injury 	
<u>Data Breach Liability</u>	\$1,000,000 Each Occurrence
<u>Umbrella / Excess Liability (Following Form)</u> <ul style="list-style-type: none"> • To extend over CGL, Auto 	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate
<u>Workers' Compensation and Employer's Liability</u> If you have no employees (sole proprietor) a NYS Workers' Compensation Board issued waiver of the Workers' Compensation requirement is acceptable	Part 1 – Statutory Part 2 – (Unlimited in NYS) \$500,000 Each Accident \$500,000 Disease Policy Limit \$500,000 Disease Each Employee

2. The certificate shall:

- indicate coverages and minimum amounts required in part II.1
- provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an aggregate insurance limits reduction) unless prior 30 day written notice has been given to the Tioga County. Attach applicable endorsement to the certificate.

3. The Additional Insured & Certificate Holder should read:

County Of Tioga, its elected officials, appointees, employees and designated volunteers

Attn: Law Department

56 Main Street, Owego, NY 13827

Part III. Defense and Indemnification

The Contractor shall indemnify and save harmless the County, its officers, agents, servants and employees from and against all liability, damages, punitive damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorney's fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting

from the performance of the services by the Contractor, its agents or employees, the provision of any products by the Contractor, its agents or employees, arising from any act, omission or negligence of the Contractor, its agents or employees, or arising from any breach or default by the Contractor, its agents or employees under the Agreement for Comprehensive Medical and Mental Health Services for Inmates of the Tioga County Jail . Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Respondent.

Part IV. Safety

Tioga County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Tioga County in no way obligates Tioga County to inspect the safety practices of the Contractor.

If Tioga County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Tioga County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Tioga County's legal obligation to continuously provide contractor's service to the public or Tioga County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Tioga County shall have the right to immediately terminate this contract. In the event that Tioga County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Tioga County in re-bidding the work and /or by the increase in cost that results from using a new contractor.

Section 6. AMENDMENTS

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become a part of this Agreement. All Notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

Section 7. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the CONTRACTOR is and shall in all respects be considered an independent contractor. The CONTRACTOR, its individual members, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of the COUNTY nor make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The CONTRACTOR shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the CONTRACTOR's employee's' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Workers Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The COUNTY shall have no responsibility for any of the incidences of employment.

Section 8. EXECUTORY NATURE OF AGREEMENT

This Agreement shall be deemed executory only to the extent of the funding available and the COUNTY shall not incur any liability beyond the funds annually budgeted therefore. The COUNTY may make reductions in this Agreement for the loss/reduction in State Aid or other sources of revenues. If this occurs, the CONTRACTOR's obligations regarding the services provided under this Agreement may be reduced correspondingly.

Section 9. NO ASSIGNMENT WITHOUT CONSENT

The CONTRACTOR shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement, or any part thereof to any person or entity without the prior written consent of the COUNTY.

Section 10. RIGHT TO INSPECT

Designated representatives of the COUNTY shall have the right to monitor the provision of services under this Agreement which includes having access at responsible times and places to the CONTRACTOR's employees, reports, books, records, audits and any other material relating to the delivery of such services. The CONTRACTOR agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment.

Section 11. Non-Discrimination

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, or any person or inmate served under this Agreement because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, marital status or any other class of person protected against discrimination by state or federal statute.

Section 12. CONTRACTOR QUALIFIED, LICENSED, ETC.

The CONTRACTOR represents and warrants to the COUNTY that it and its employees are duly and fully qualified under the laws of the State of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possess as of the date of its execution of this Agreement, and it will maintain throughout the term thereof, all necessary approvals, consents and licenses from all applicable government agencies and

authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

Section 13. CONFIDENTIAL INFORMATION

“Confidential Information” means any and all non-public, medical, financial and personal information in whatever form (written, oral, visual or electronic) possessed or obtained by either party. Confidential Information shall include all information which (i) either party has labeled in writing as confidential, (ii) is identified at the time of disclosure as confidential, (iii) is commonly regarded as confidential in the health care industry, or (iv) is Protected Health Information as defined by HIPAA.

CONTRACTOR agrees to comply with all applicable laws and regulations, including HIPAA and the HITECH Act, to the extent applicable, in meeting their obligations under this Agreement.

CONTRACTOR agrees to maintain the confidentiality of any Confidential Information, including Protected Health Information and to implement all necessary and appropriate safeguards to prevent any unlawful use or disclosure of any Confidential Information.

CONTRACTOR agrees to report to the COUNTY any use or disclosure of Confidential Information in violation of this Agreement, HIPAA or any other federal, state or local law or regulation.

The obligations of confidentiality under this Agreement will continue indefinitely from the effective date of this Agreement.

Section 14. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any and all services provided pursuant to this Agreement comply with all pertinent provisions of Federal, State and local statutes, rules and regulations, including without limitation, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA), HIPAA and HITECH.

Section 15. LAW

This Agreement shall be governed by and under the law of the State of New York without regard or reference to its conflict of law principles. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Tioga, New York.

Section 16. NO WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the COUNTY, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the COUNTY from enforcing each and every term of this Agreement thereafter.

Section 17. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

Section 18. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the County and the Contractor and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided.

<<SIGNATURE PAGE>>