

***2018 SPECIFICATION FOR THE PROVISION
OF
FAMILY TEAM MEETINGS
IN
TIOGA COUNTY***

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TIOGA COUNTY
NOTICE TO BIDDERS

BID TITLE: *FAMILY TEAM MEETINGS IN TIOGA COUNTY*

For contract period July 1, 2018 through December 31, 2018

Bid submissions shall be in a sealed envelope. Sealed envelope shall be clearly marked with:

1. Bidder's full name and address;
2. The Bid Title;
3. Deliver to: **Tioga County Law Department**
Attn: Peter DeWind, Esq., County Attorney
56 Main Street, Room 204
Owego NY, 13827

Bids shall be submitted and received at above address no later than:
June 15, 2018, 12:00 pm

A Bidders Conference shall be held on:
June 1, 2018, 2:00 PM
Legislative Auditorium (Main Floor)
Tioga County Office Building
56 Main Street, Owego NY 13827

Attendance at the Bidders Conference is not mandatory but is strongly encouraged.

Bids shall be opened on:
June 18, 2018, 10:00 AM
Legislative Conference Room (Main Floor)
Tioga County Office Building
56 Main Street, Owego NY 13827

All bids shall be submitted on the form provided. No other forms shall be accepted.
INFORMALITIES AND EXCEPTIONS MAY BE REJECTED.

AWARD shall be made to the responsible bidder proposing the lowest unit price per Family Team Meeting session, and whose proposal complies with all provisions to render it formal and legal and whose proposal is considered to be in the best interest of Tioga County.

Tioga County reserves the right to reject any and all bids not considered to be in the best interest of Tioga County and to waive any informalities in bids received.

If the bid is awarded, the provider may not assign, transfer, convey, sublet or otherwise dispose of any right, title or interest in the award without the prior written approval of the Commissioner

of Social Services of Tioga County.

Bidders may withdraw their bids if no award has been made within forty-five (45) days of bid opening.

The bid price shall exclude any and all taxes, as Tioga County **BY LAW** is tax exempt.

Tioga County reserves the right to **REVISE** or **AMEND** the bid specifications prior to the bid opening date by **WRITTEN ADDENDA**.

Inquiries regarding this Request for Proposal must be mailed to: Elizabeth Myers, Tioga County Department of Social Services, PO Box 240, Owego, NY 13827, or email Elizabeth.Myers2@dfa.state.ny.us no later than June 8, 2018. Responses to inquiries will be posted by June 11, 2018 at: <http://www.tiogacountyny.com/whatsnew/information/FamilyTeamMeetings-rfp-questions-answers.html>

Bidder shall submit with the bid proposal a **NON-COLLUSION CERTIFICATE**, signed by an officer of the company offering the bid proposal.

I. INTRODUCTION

The Tioga County Department of Social Services is seeking a facilitator to establish a Family Team Meeting (FTM) Process to assist in the delivery of services to the children and families of Tioga County served by the agency. While DSS has the trained case work staff to provide the facilitation of this model, there are significant benefits to having a neutral facilitator.

II. PROGRAM DESCRIPTION

- A. TRAINING** – The successful bidder will provide staff or volunteers who are trained and certified Family Team Meeting Facilitators. Tioga County DSS and/or the New York State Office of Children & Family Services will train these staff or volunteers in the skills necessary to facilitate Family Team Meetings.
- B. REFERRALS** – Referral of families to the FTM process is the responsibility of the Tioga County Department of Social Services. The number of families to be served through this proposal will be determined by DSS. The successful bidder will accept all referrals and pursue the establishment of an FTM for each case. If the FTM Facilitator is unable to establish a FTM within a reasonable time, or the family makes it clear that they are unwilling to participate, he or she shall provide DSS an explanation of barriers and the efforts made to schedule the FTM. A joint decision will then be made on the efficacy of pursuing this meeting for this family. If the joint decision is to not pursue an FTM, the case will be labeled as “Withdrawn.”

C. **SERVICES** – The successful bidder shall provide trained staff and/or volunteers of the agency to serve as Family Team Meeting Facilitators for Tioga County Department of Social Services. The role will encompass:

- Receiving the referral from the Tioga County Department of Social Services Coordinator and clarify any issues that may be identified.
- Family contact, including:
 - Scheduling interview
 - Conducting Interview
 - Confirming participant list
 - Scheduling the FTM
- Pre-FTM Contact with other agencies, service providers, and family identified resources
- Facilitation of the FTM
- Post-FTM activities
- Facilitate development of Family Plan
- Review and approval of draft Family Plan by DSS
- Submission of Family Plan to family and participants
- Determine status of plan implementation with DSS and other participants in preparation of subsequent meetings
- In conjunction with DSS, arrange subsequent meetings, if appropriate

III. **BID SOLICITATION TIMETABLES**

A. Bid Solicitation Schedule

June 15, 2018, 12:00 PM - Deadline for Bid Submission

Materials to be included with bid that must be submitted by this date include:

1. Complete bid sheet;
2. Non-Collusion Certificate;
3. Bidder Certification;

NOTE: Copies of the above forms to be used are contained elsewhere in this specification (see Index).

B. Post Bid Schedule

1. Successful bidders should be prepared to begin service on the contract start date.

IV. **CONTRACT PERIOD**

The period of this contract shall run from **July 1, 2018** through **December 31, 2018**.

V. BID PROCEDURE

Bidders shall submit sealed bids using the enclosed forms to:

**Peter DeWind, Esq., County Attorney
56 Main Street, Room 204
Owego, NY 13827**

NO LATER THAN JUNE 15, 2018, 12:00 pm

Bids will be submitted as a unit price per Family Team Meeting, applicable to all participants in all programs.

Tioga County reserves the right to reject any bids received that are not in compliance with other requirements set forth in this specification.

VI. PERFORMANCE/TERMINATION

Should the Bidder become insolvent or file for bankruptcy, or should it refuse or neglect to perform in a proper manner as directed by the County, or otherwise fail in the performance of any of its obligations under the contract, the County, upon seven (7) days written notice, may, without prejudice to any other right or remedy, terminate the contract. In such case, no further payment shall be made to the Bidder. If the unpaid balance of the contract exceeds the cost to the County of completing transportation for the remainder of the term, the additional cost shall be paid by the Bidder to the County. The County reserves the right to complete the contract on such terms and conditions as it may arrange.

APPENDIX A

**Agreement
To Conduct Family Team Meetings**

This Agreement made the _____ day of ____, 2018 between The Tioga County Department of Social Services, an agency of Tioga County, a municipal corporation, located at 1062 State Route 38, Owego, New York 13827, hereinafter called the “Department” and _____ located at _____, hereinafter called the “Contractor”.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Tioga is an authorized Social Services official charged with the responsibility to provide children and families with services that improve the well-being of children and their families, and

WHEREAS, the Contractor is a provider of dispute resolution services and has agreed to provide trained staff and/or volunteers to facilitate Family Team Meetings in order to enhance the services provided to Tioga County families, and

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to assure the quality of services, and

WHEREAS, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these services in order to ensure children and their families receive necessary services in the most efficient manner possible.

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

1. TERM

The term of this Agreement shall be from July 1, 2018 through and including December 31, 2019.

2. SERVICES

Contractor shall provide the services as outlined in Appendix B, which is attached hereto and made a part of this Agreement.

3. PAYMENT

a) The Department agrees to pay the Contractor as follows:

- i. Training for Contractor's staff and/or mediators at the rate of \$_____ per hour. Training shall not exceed 40 hours or a total of \$_____.
- ii. Each Family Team Meeting shall be charged at the rate of \$_____ per meeting, with an additional allowance of \$_____ per Family Team Meeting held for snacks and beverages.
- iii. Each case labeled as "withdrawn" shall be charged at a rate of \$_____ per hour multiplied by the total hours spent preparing the case.
- iv. A scheduled Family Team Meeting canceled by either the Department or the family shall be charged at a rate of \$_____.
- v. A scheduled Family Team Meeting where the family does not show shall be charged at a rate of \$_____.

b) Total number of Family Team Meetings under this Agreement shall not exceed _____ during the term of the contract, unless approved by the agency.

c) The Contractor agrees to bill the Department on a monthly basis, such bills normally being received by the Department prior to the 15th day of each month for expenses incurred the previous month. Such bills will itemize the contacts for each case in the Project. The Department agrees to pay the Contractor within 15 days of receipt of the bill.

4. INDEPENDENT CONTRACTOR

Contractor agrees that it, and its employees, is an independent contractor as that term is defined under the statutes and case law of the State of New York, and nothing herein shall be construed to imply that either party is an agent of the other, or, except as otherwise expressly provided herein, that either is liable for the acts of the other. Neither party shall allow itself to be held out as an agent for or with the other party hereto.

5. RECORDS

- a) In all referral cases covered by this agreement, the Contractor shall in its case dictation date all contacts with client.

- b) The Contractor agrees to maintain adequate books and records and shall produce such books and records for inspection by the Department, and when authorized by law, the New York State Social Services Department and Federal government, upon reasonable notice of said office or Department.

- c) The Contractor's information and records in each case covered by this Agreement shall be fully available to the Department as fully as if the information and records were the Department's own. For each referral by the Department that is covered by this agreement, the Department shall obtain from the parents and responsible person referred their written consents to the disclosure of that information and records to the Department.

8. GOVERNING LAW

This Agreement and performance hereunder shall be governed by the laws of the State of New York.

9. COMPLIANCE WITH ALL LAWS

The Contractor shall comply with all applicable laws of the United States, the State of New York, and the County of Tioga and with all laws and regulations of authorities having jurisdiction in this matter, including laws against discrimination.

10. NON-ASSIGNMENT

Neither this Agreement nor any of the Contractor's rights and obligations hereunder may be assigned to any other party without the prior written consent of the Department.

11. WAIVER

No term, provision or condition of this Agreement shall be deemed waived by the Department or the Contractor unless such waiver shall be in writing, approved and signed by the authorized representative of both the Department and the Contractor. No such waiver shall be deemed the waiver of any other term, provision or condition of this Agreement, nor be deemed the waiver of any present or subsequent breach of the same term, provision or condition.

12. NOTICE

All notices, requests, demands and other communications required or permitted to be made hereunder shall be in writing and shall be deemed duly given if hand delivered against a signed receipt thereof, sent by certified mail, return receipt requested, first class postage prepaid, or sent by a nationally recognized overnight delivery service, in each case addressed to the party entitled to receive the same at the address specified below.

Tioga County Department of Social Services
Attn: Commissioner
P.O. Box 240
Owego, New York 13827

Attn: Executive Director

Either party may change the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice. Notice shall be deemed to be effective, if personally delivered, when delivered; if mailed, at midnight on the third business day after being sent certified mail; and if sent by a nationally recognized overnight delivery service, on the next business day following delivery to such deliver service.

14. CONFIDENTIALITY

Contractor shall keep all information relating to persons receiving services under this Agreement confidential, in accordance with applicable federal and state laws and regulations. Failure to comply with this provision shall be grounds for termination of this Agreement.

15. TERMINATION

This Agreement may be terminated by either party by giving the other party at least thirty (30) days written notice of such termination. This Agreement may also be terminated without any required notice if any of the following occur:

- a. Contractor ceases to exist as a legal entity.
- b. Willful or wanton conduct by Contractor deemed, in the sole discretion of the Department, to be of such a nature as to impair or impede the ability of the County to continue with the spirit and intent of the requirements as set forth herein.
- c. Failure of Contractor to conduct actively the duties set forth in this Agreement.
- d. Willful breach of this Agreement by either party.

16. INSURANCE and INDEMNIFICATION

The Contractor, at its own cost and expense, agrees to the insurance, indemnification and general terms and conditions set forth in Appendix A attached hereto entitled "Tioga County, New York – General Contract and Insurance Specifications", which are to be incorporated herein by reference as if fully set forth.

17. HEADINGS

The Headings herein are provided for convenience purposes only and shall not be used to construe the material portions of this Agreement.

18. ENTIRE AGREEMENT; AMENDMENTS:

This Agreement evidences the entire understanding and Agreement of the parties with respect to the subject matter hereof and supercedes and merges any prior understandings, contracts or Agreements. This Agreement may not be amended or modified except in writing subscribed to by both parties.

19. MISCELLANEOUS

Any delay or forbearance by either party in exercising any right hereunder shall not be deemed a waiver of that right. Each party shall be responsible for its respective legal and other expenses incurred in connection with the preparation and negotiation of this Agreement. The provisions of the Agreement are independent of and severable from each other. No provisions hereof may be invalid or unenforceable in whole or in part. This Agreement may be executed in any number of counterpart each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute an Agreement. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories thereto.

_____.

Date: _____ By: _____
_____, Executive Director

TIOGA COUNTY DEPARTMENT OF SOCIAL SERVICES

Date: _____ By: _____
Shawn L. Yetter, Commissioner

APPENDIX "B"

<u>TIOGA COUNTY, NEW YORK</u> <u>General Contract and Insurance Specifications</u>

Project Description or Contract Number:	
Date Issued:	Thursday, May 24, 2018 10:04 AM
Vendor name ("Contractor"):	
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; such coverage must be at least as broad as the primary coverage.
5. Proof of insurance coverage shall be provided on an ACORD 25 form or acceptable equivalent. All insurance certificates must be approved by the County Department of Law or its designee.
6. The amount of self-insured retention or deductibles 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.

<i>Coverage Type</i>	Minimum Limits												
<p><u>Commercial General Liability</u> per standard ISO form or equivalent with no modification of coverage for contractual liability</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, non-contributory basis. The additional insured requirement shall be provided by ISO endorsement forms CG 20 10, CG 20 37 and CG 20 01 (or equivalent forms) and shall not contain any exclusion for bodily injury or property damage arising from completed operations. Submittal of the specified Additional Insured forms is required with the ACORD 25. 	<table border="0"> <tr> <td>General Aggregate</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td>Products & Completed Operations Aggregate</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td>Personal & Advertising Injury</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>Each Occurrence</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>Fire Damage</td> <td style="text-align: right;">\$300,000</td> </tr> <tr> <td>Medical Expense</td> <td style="text-align: right;">\$10,000</td> </tr> </table>	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
General Aggregate	\$2,000,000												
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Personal & Advertising Injury	\$1,000,000												
Each Occurrence	\$1,000,000												
Fire Damage	\$300,000												
Medical Expense	\$10,000												
<p><u>Automobile Liability (Comprehensive Form)</u> Must cover owned, non-owned, leased and hired vehicles.</p>	<p>\$1,000,000 Combined Single Limit</p>												
<p style="text-align: center;"><u>Professional Liability</u></p> <ul style="list-style-type: none"> If “Claims Made” coverage, must be maintained continuously for a minimum of two (2) years after contract termination Shall not contain restrictions for <ul style="list-style-type: none"> ✓ Contractual liability ✓ Express warranties or guarantees ✓ Personal injury 	<p>\$1,000,000 Each Claim \$1,000,000 Annual Aggregate</p>												
<p><u>Pollution Liability (Occurrence Basis)</u> If work includes remediation of Hazardous Substances</p>	<p>\$1,000,000 Each Occurrence</p>												
<p><u>Umbrella / Excess Liability (Following Form)</u></p> <ul style="list-style-type: none"> To extend over CGL, Auto 	<p>\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate</p>												
<p><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</p>	<p>Part 1 – Statutory Part 2 – (Unlimited in NYS) \$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Disease Each Employee</p>												
<p>(Proof of either Workers’ Compensation Insurance or a NYS Workers’ Compensation Board issued waiver of the Workers’ Compensation insurance requirement is mandated by state law. There are no exceptions to this law.</p>													

2. The certificate face 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 insurance limits reduction) unless prior written notice has been given to the Tioga County.
3. The Additional Insured & Certificate Holder should read:

County Of Tioga
Attn: Law Department
 56 Main Street, Owego, NY 13827

Part III Defense and Indemnification

The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the County or its employees.

The Contractor agrees to indemnify and hold the County of Tioga and any officer, employee and/or agent thereof free and harmless from any and all loss(es), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid,.

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 difference vendor.

APPENDIX "C"

PROTEST/APPEAL PROCEDURE

- (a) The municipal corporation reserves the right to postpone bid openings for its own convenience.
- (b) Changes to the specifications will be made by addendum.
- (c) The municipal corporation reserves the right to schedule a pre-bid and/or pre-proposal meeting(s) with contractors after the solicitation has been offered and before offers are received. This, however, does not relieve contractors from the written, documented requests required by paragraphs (d) and (g) below.
- (d) Requests for clarification of specifications and protests of specifications must be received by the municipal corporation in writing not less than 10 days before the date of scheduled bid opening. Any protest of the specifications must be fully supported with technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement.
- (e) Any approvals of equals or exceptions to the specifications shall be sent to all prospective bidders.
- (f) The municipal corporation's replies to requests under paragraph (d) above will be postmarked at least five (5) days before the date scheduled for bid opening.
- (g) Appeal or protest of the decision of the municipal corporation by a prime contractor or by an adversely affected subcontractor must be in writing and received by the municipal corporation not less than three (3) full working days before bid opening or it will not be considered. Within three days of receipt of the appeal the municipal corporation will render one of the following determinations:

Appeal or protest is overruled;

Appeal or protest is substantiated and instructions will be issued to remedy issues related to the appeal or protest;

Procurement activity is suspended until written notification by the municipality.

APPENDIX "D"

PRICING SHEET

The Bidder hereby certifies that he has read and fully understands the specifications herein. The Bidder further understands that these specifications constitute the sole basis upon which they based their bid and that these specifications control, notwithstanding any other written or oral notice or statement

The Bidder as identified herein, bids a cost of:

_____ per Family Team Meeting, with an additional allowance of _____ for snacks and beverages.

_____ per hour for training of Contractor's staff and/or mediators

_____ for each case labeled as "Withdrawn."

_____ for each scheduled Family Team Meeting canceled by either the Department or the family.

_____ for a scheduled Family Team Meeting where the family does not show.

The above-quoted price(s) shall be valid for a period of not less than 45 days from the date of bid opening.

Signed _____ Date _____

Typed Name _____ Title _____

Company _____

Bids must be signed by a corporate officer with authority to enter the bidder in a legal contract.
Tioga County reserves the right to reject any and all bids either in whole or in part.

APPENDIX "E"

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 _____

STATE OF NEW YORK:

SS.

COUNTY OF TIOGA

_____, being duly sworn, does, under penalty of perjury, attest that (s)he is the Bidder in the above-named proceeding and that the foregoing certification is true to (his) (her) own knowledge, except as to matters therein stated to be alleged on information and belief, and as to those matters (s)he believes it to be true.

Sworn to before me this _____ day of _____, 20____.

NOTARY PUBLIC