

**Michael S. Simmons**  
**Director & Fire Coordinator**  
[simmonsm@co.tioga.ny.us](mailto:simmonsm@co.tioga.ny.us)



**Robert P. Williams**  
**Deputy Director**  
[williamsr@co.tioga.ny.us](mailto:williamsr@co.tioga.ny.us)

## LEGAL NOTICE

Notice is hereby given that the Tioga County Emergency Services Office will receive sealed competitive proposals per specifications for Radio Communications Towers per specifications: document # TC OES 22-02


Request for proposal forms, scope of services and general provisions are available at the Tioga County Emergency Services, 103 Corporate Drive, Owego, NY 13827. These documents are also available on the Tioga County website.

Interested parties assume all responsibility to acquire information and forms.

To be considered, proposals must be submitted on Tioga County forms and delivered in a sealed opaque envelope. Proposals will be received at the Tioga County Emergency Services Office until 10 AM on Tuesday, August 23, 2022; at which time proposals will be opened and acknowledged as received.

Tioga County retains the right to reject any or all proposals and to withdraw this solicitation at any time.

Dated: July 25, 2022

  
\_\_\_\_\_  
Michael Simmons  
Director of Emergency Services

103 Corporate Drive  
Owego, New York 13827  
607-687-2023 • 607-687-8466  
Fax: 607-687-6782



**Michael S. Simmons**  
Director & Fire Coordinator  
[simmonsm@co.tioga.ny.us](mailto:simmonsm@co.tioga.ny.us)



**Robert P. Williams**  
Deputy Director  
[williamsr@co.tioga.ny.us](mailto:williamsr@co.tioga.ny.us)

July 25, 2022

## **Tioga County Request for Bids**

### **RADIO COMMUNICATION TOWERS**

#### **GENERAL BIDDING INFORMATION**

1. Contents of this bid proposal package are as follows:

- Legal Notice
- General Bidding Information
- Radio Communications Towers Technical Specifications with Bid Form
- Tioga County law Department – Appendix A

2. GENERAL INFORMATION AND INSTRUCTIONS for bidders are listed under General Bidding Information. The items numbered below are general instructions included on all bids sought by the County. Additional requirements or instructions may be checked off on attached specification sheets. Please read each item carefully so that your bid will be submitted correctly.

3. BIDDERS' LEGAL CONFORMANCE with section 103 a, b, c, d; General Municipal Law of the State of New York is required. (This Section outlines grounds for cancellation, disqualification of contracts, and removal or disqualification of contractors by petition and statement of non-collusion.)

4. DATE OF BID OPENING indicated on the Notice to Bidders is the final time for submitting acceptable bids. Those Bids arriving after the stipulated hour will be returned unopened and will not be considered. Bids must be sealed and may be mailed or delivered in person to the Tioga County Law Department.

5. INFORMATION PROVIDED BY THE BIDDER on the Price Response shall include the brand/ manufacturer of the items bid. This information shall be construed to be completely in accord with the specification outlined in the proposal, unless the bidder explains all deviations and qualification in writing on the Price Response.

6. PRICE QUOTED on the Price Response shall be NET, including freight, delivery and fuel charges to the locations specified, and installation charges, if required -- unless otherwise noted in the ADDITIONAL BIDDING REQUIREMENTS and/ or SPECIFICATIONS.

7. BID PROPOSALS shall be legible and in ink or typewritten. Signature of the bidder shall be in ink. **Failure to sign the Bid Submission Signature Page will result in rejection of the bid as incomplete.**

103 Corporate Drive  
Owego, New York 13827  
607-687-2023 • 607-687-8466  
Fax: 607-687-6782

**Michael S. Simmons**  
**Director & Fire Coordinator**  
[simmonsms@co.tioga.ny.us](mailto:simmonsms@co.tioga.ny.us)



**Robert P. Williams**  
**Deputy Director**  
[williamsr@co.tioga.ny.us](mailto:williamsr@co.tioga.ny.us)

8.RETURN the Bid Submission Signature Page, Non-Collusive Bidding Certification and Law department Appendix A forms with your Bid in a package or envelope with the bid name and number clearly marked on the outside of the packaging. If you use other packaging (including UPS, FedEx, etc.) the bid number must be clearly marked on the outside of the packaging. If unmarked, the bid may not be opened.

9.BID WITHDRAWAL by bidders is not permitted during the sixty (60) day interim award period unless the bidder expressly states in his bid that acceptance thereof must be made within a shorter specified time.



103 Corporate Drive  
Owego, New York 13827  
607-687-2023 • 607-687-8466  
Fax: 607-687-6782



## **Antenna Support Structure Requirements**

Contractor shall furnish self-supporting (lattice) 190 Ft antenna tower per all applicable federal, state and local codes and specifications within this solicitation, whichever is more stringent.

All proposed and provided antennas, antenna support structures and appurtenances, including their foundations, shall meet requirements for Class III structures under the latest TIA-222-H Classification of Structures.

Contractor shall be responsible for the shipping, transport, delivery of the structure components.

The Contractor shall submit for approval a profile view of the tower, containing structural details and engineering notes. Any documentation on the tower shall be supplied in a timely manner.

The contractor shall prepare and submit for approval plans, specifications, scale drawings of the tower depicting its overall height, the number and height of sections, the horizontal spread of each section, antenna loading at specified heights and obstruction lighting details if needed.

Tower drawings shall be sealed by a Registered Professional Architect/Engineer (structural) licensed for practice in the State of New York.

Brackets and side arm kits shall be of the same material and construction standards as the tower.

Contractor shall provide at least three signed and sealed paper copies (and one electronic record) of all required tower structure design documentation to the County.

All structural steel and hardware shall be hot-dipped galvanized steel after fabrication. All exposed surfaces of auxiliary equipment to the antenna support structure (including cable ladders and antenna mounts and struts) will be galvanized to resist rust.

The structure and its individual members shall be constructed so that there are no pockets, wells or traps in which moisture can condense or water collect.



Tubular members will be sealed at the top of the structure, and weep holes will be provided where necessary.

The antenna support structure shall be labeled, with a metal nameplate securely fastened near the base, indicating, as a minimum, the manufacturers' name, tower model and reference number, tower height, date of manufacture, Antenna Structure Registration (ASR)

The structures shall be designed for horizontal wind pressures induced by 120 MPH basic wind speed with all appurtenances installed. Wind loading shall be calculated per EIA-222H (latest version)

The structures shall be designed per EIA-222H (latest version) to withstand additional horizontal wind pressures and dead loading produced by the accumulation of .75" thickness of radial ice.

Structures shall be designed to meet twist, sway and displacement specifications for all loading conditions as recommended by EIA-222h (latest version) for the antenna specified.

The design of the tower shall take into account dead and live loads induced by the structure itself and all appurtenances, and all stress applied to the tower and its appurtenances by wind forces. The minimum safety factors listed on EIA-222H (latest version) shall apply under the most severe combination of dead load plus live loading.

Contractor shall provide a structural analysis report for the antenna support structure that includes evaluation drawing and profile of the antenna support structure, computations, stress diagrams and other pertinent data so that calculations for individual structural members can be readily interpreted.

Towers will be provided with a climbing ladder and a climbing safety device that meets the design requirements of the American National Standards Institute (ANSI) standard A 14.3 Safety Code for Fixed Ladders, OSHA, and local regulations.

The climbing ladder shall be attached to tower legs in a manner that would not interfere with the installation or maintenance of antennas, or installation of additional transmission lines on the cable ladder. Similarly, the placement of cable ladder structures shall not interfere with the climbing facility.

The climbing area on the tower shall be constructed of horizontal members with a maximum 18" spacing and will be a minimum of 5/8" material and comply with applicable standards, specifications, and codes.

The climbing ladder shall be equipped with a lockable anti-climbing device.

The tower shall be furnished with two cable ladders for coaxial cables with horizontal braces spaced no more than three feet (3') apart and shall accept a minimum of nine (9) runs of coax/waveguide each.

Cable ladders will be installed on the tower next to the designated climbing leg, which is closest to the Radio Communications Shelter from the bottom to the ultimate height of the tower and parallel to the angle of the leg.

An external ground bus bar shall be installed at the bottom of the tower and near the junction of the location provided for the Waveguide Bridge.



Request for Bids  
Radio Communications Towers  
Document #TC OES 22-02

FILE DAY, DATE & TIME: Tuesday, August 23rd, 2022 at 10 AM local time  
Submission may be mailed or hand delivered.

SUBMIT TO: Michael Simmons, Director of Emergency Management  
Tioga County Purchasing Department  
103 Corporate Drive  
Owego, NY 13827

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

PLEASE PRINT OR TYPE:	
Company Name:	Federal Employer ID:
Company Address:	
Name:	Title:
Signature:	Date:
Telephone Number:	Fax Number:
E-mail Address:	

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 (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any contractor/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)."

Steuben 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:
  - a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/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



- b) The County of Tioga 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 Tioga 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

STATE OF NEW YORK)  
COUNTY OF Tioga) ss:

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

\_\_\_\_\_  
Notary Public

## NON-COLLUSIVE CERTIFICATE

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

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

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME PRINTED/TYPED: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

PROPOSAL TITLE: \_\_\_\_\_



## **HOLD HARMLESS CLAUSE**

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

NAME OF COMPANY: \_\_\_\_\_

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

PROPOSAL TITLE: \_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT** made effective the DAY day of MONTH, 2022 by and between the **COUNTY OF Tioga**, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business in the Town of Owego, Tioga County, State of New York, through its Emergency Services Department, herein after called the "County", and **Company Name**, a Company Type, with an address of \_\_\_\_\_, hereinafter called the "Agent."

### WITNESSETH:

WHEREAS, the County has sought to procure Radio Communications Shelters; and

WHEREAS, the County and Agent are desirous of entering into an agreement for said purpose, and

WHEREAS, the Agent has the knowledge, skills, and experience necessary to perform these services,

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

1. **SCOPE OF WORK.** \_\_\_\_\_ .
2. **TERM.** The term shall be \_\_\_\_\_ .
3. **CONSIDERATION.** Consideration shall not exceed \_\_\_\_\_ .
4. **INSURANCE.** The Agent agrees to maintain insurance as specified by attached Appendix "A" and shall provide the Tioga County Risk Manager with a certificate of insurance naming Tioga County as an additional insured for purposes of coverage on a direct, primary, and non-contributory basis. All certificates of insurance shall provide that County be given thirty (30) days notice of any intent to cancel coverage. Self-employed persons must carry such Worker's Compensation coverage as directed by the Steuben County Attorney.
5. **COMPLIANCE WITH RULES, REGULATIONS AND LAWS.** It is mutually agreed that all rules, regulations and laws pertaining hereto shall be deemed to be part of this Agreement, and anything contained herein that may be in whole or in part inconsistent therewith shall be deemed to be hereby amended and modified to comply with such legislation, rules, regulations and laws, for and during such time the same shall be in effect, but at no other time. If any provision contained herein is found now or during the life of this Agreement to be null and void, in whole or in part as a matter of law, then said clause or part hereof shall be deemed to be severed and deleted from this Agreement leaving all other clauses or parts thereof in full force and effect. It is further agreed that there shall be no gap in the coverage or applicability of said remaining clauses or parts thereof.

The Agent agrees to comply with the Federal Commercial Drivers License Drug and Alcohol Testing Program requirements set forth in 49 CFR Parts 40 and 382.



In acceptance of this Agreement, the Agent covenants and certifies that he will comply in all respects with all Federal, State, County or other Municipal Law which pertains hereto regarding work on municipal contracts, matters of employment, length of hours, workers' compensation and human rights.

6. **CONFIDENTIALITY.** Information relating to individuals who may receive services pursuant to this Agreement shall be confidential and maintained and used only for the purposes intended under this Agreement, in accordance with any applicable State or Federal laws, rules and regulations. The Agent specifically covenants and certifies that it will comply in all respects with the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Privacy Rule and the HIPAA Security Rule with respect to the Protected Health Information ("PHI") of clients of the County. For purposes of HIPAA, the Agent shall be referred to as a "Business Associate." **Any Agent who, as part of the work to be performed under this Agreement, will use, disclose or otherwise come into contact with PHI will be required to execute a Business Associate Agreement, which is hereby incorporated herein and made a part hereof.**

7. **CONFLICT OF INTERESTS.** The Agent hereby stipulates and certifies that there is no member of the Tioga County Legislature or other Tioga County Officer or employee forbidden by law to be interested in the Agreement directly or indirectly, who will benefit therefrom or who is a party thereto.

8. **LICENSES.** The Agent hereby agrees that he will obtain, at his own expense, all licenses or permits necessary for this work, if any are necessary prior to the commencement of said work and shall be solely responsible for paying any and all fines or penalties incurred as a result of any improper or unlicensed services.

9. **INDEPENDENT CONTRACTOR STATUS.** The Agent covenants and agrees that he will conduct himself consistent with his status, said status being that of an independent contractor and that himself, his employees or agents will neither hold themselves out as, nor claim to be an officer or employee of the County of Tioga, for such purposes as, but not limited to, Workers' Compensation coverage, Unemployment Insurance Benefits, Social Security or Retirement membership or credit. The Agent shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement. For sole purposes of the HIPAA Privacy Rule, the Agent shall be considered a Business Associate.

10. **HOLD HARMLESS.** The Agent shall at all times defend, indemnify and hold harmless the County of Tioga and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise.

11. **SET-OFF RIGHTS.** The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to



withhold for the purposes of set-off any money due to the Agent under this Agreement up to any amounts due and owing to the County with regard to any contract with any County department, office or agency.

12. **AUDIT.** The Agent shall take such action, if applicable and as necessary and appropriate, to comply with Federal Circular A-128 or Circular A-133 relative to Single Audit of Federal Financial Assistance. In any event, the Agent shall provide the County with appropriate documentation should the County wish to conduct an audit relative to the expenditure of the funds pursuant to this Agreement.

13. **RECORDS.** The Agent shall submit to County upon request such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data that the County may request concerning work performed or to be performed under this Agreement. All books and records of the Agent shall be available upon request for inspection and/or audit by the County during the time hereof and for a period of six (6) years hereafter.

14. **EXAMINATION OF BUDGET AND APPROPRIATION OF FUNDS.** It is expressly understood by and between the parties that any and all payments made pursuant to the within contract may not be in an amount in excess of the sum appropriated therefore in the Budget. The Agent specifically acknowledges his responsibility to examine the Budget to assure himself that the within contract price complies with the amount appropriated therefore. The within contract shall be unenforceable, unless approved by a roll call vote of the Tioga County Legislature, should the contract price exceed the amount appropriated for the object purpose of the contract. The contract shall be deemed executory only to the extent of money available to the County of Tioga for the performance of the terms hereof and the County of Tioga beyond monies available thereof shall incur no liability on account for the purpose thereof.

The preceding clause shall not apply to contracts for provision of services where the State of New York or the U.S. Government mandates the payment and/or amount thereof. In that event, the Department Head represents that there is a funding source sufficient to pay for services provided pursuant to the contract.

The Agent agrees that the County shall have no liability under this Contract to the Agent or to anyone else beyond funds appropriated and available for this contract.

15. **ASSIGNABILITY.** This contract may not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the County of Tioga. To the extent assignment is granted in accordance with the terms of this paragraph, this Agreement shall be binding on the parties, their successors, heirs, and assigns.

16. **AMENDMENTS.** No waiver, modification, or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereto. A waiver of any breach hereof shall not prevent a forfeiture for any succeeding breach.

17. **ENTIRE AGREEMENT.** This Agreement contains the sole and entire Agreement between the parties relating to the services provided hereunder and shall supersede any and all other Agreements between the parties. Any other statements or representations made by either party are void and have no force or effect. Agreement shall be governed by the laws of the State of New York



and any claims brought hereunder shall be brought in and under the jurisdiction of the State of New York.

18. **TERMINATION.** County may terminate this agreement at any time upon 30 days written notice.

19. **CORPORATE COMPLIANCE.** The Agency has received a copy of the Steuben County Corporate Compliance Plan. Additionally, the Agent has reviewed and signed the Independent Contractor / Agents / Vendors Acknowledgement Form attached hereto as Appendix B and incorporated herein.

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

**COUNTY OF TIOGA**

**AGENT**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

*Approved as to Form:*

\_\_\_\_\_  
County Attorney

STATE OF NEW YORK)  
COUNTY OF TIOGA) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_, New York; that he/she is the \_\_\_\_\_ of the County of Steuben described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Tioga County Legislature.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK)  
COUNTY OF TIOGA) ss:

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

\_\_\_\_\_  
Notary Public



## Appendix A

# TIOGA COUNTY STANDARD INSURANCE REQUIREMENTS

**Prior to commencement of work, delivery of services, acquisition of merchandise or equipment** a Certificate of Insurance and a policy endorsement covering items A, B & C must be delivered to the County Department responsible for the agreement, and to the County Risk Manager. A Certificate of insurance may be used to show coverage only.

### ITEMS:

- A. Tioga County 103 Corporate Drive, Owego, NY 13827 shall be named as an additional insured (for the purposes of coverage but not the payment of premium).
  - B. **ACKNOWLEDGEMENT:** The insurance companies providing coverage acknowledge that the named insured is entering into a contract with Tioga County in which the named insured agrees to defend, hold harmless, and indemnify the County, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced will cover the liability assumed under the County-Contractor agreement.
  - C. Prior to non-renewal, cancellation or a change of converge on this policy, at least thirty (30) days advance written notice shall be given to Steuben County Attorney at Tioga County Offices, 56 Main Street, Owego, NY 13827
- Workers' Compensation Coverage will be required for anyone doing any kind of work for Tioga County. This includes self-employed individuals. The Steuben County Attorney may waive this requirement. Proof of Workers' Compensation Coverage must be submitted on NYS Workers' Compensation Board Approved Forms.**

### MINIMUM COVERAGES AND LIMITS ARE

TYPE OF CONTRACT	COVERAGES REQUIRED	LIMITS REQUIRED
PROFESSIONAL SERVICES	PROFESSIONAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED & NON OWNED	MINIMUM \$1,000,000
	WORKERS COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONSTRUCTION & MAINTENANCE	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE, (XCU HAZARDS)	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
ACQUISITION OF SUPPLIES OR EQUIPMENT	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PRODUCTS & COMPLETED OPERATIONS, CONTRACTUAL, BROAD FORM PROPERTY	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
COUNTY PROPERTY USED BY OTHERS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR LEGAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONCESSIONAIRE SERVICES LIVERY SERVICES MUNICIPAL AGREEMENTS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY

Bid specifications, particular contracts, leases or agreements may require increased limits and or additional coverages. If there are questions please contact the Steuben County Attorney 607-687-8252.



## APPENDIX B

### INDEPENDENT CONTRACTOR / AGENTS / VENDORS ACKNOWLEDGEMENT FORM

Tioga County has developed a Corporate Compliance Plan (the "Plan") that states that the County, its employees, contractors, and County Legislators will adhere to applicable federal, state and local laws and regulations and internal policies and procedures.

The Plan is a combination of policy and procedure that assists the County to monitor, detect and correct actions that are not in compliance with applicable laws or County policies and procedures.

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

As our Agent, we also expect you to report any suspected or potential violations of law or County policies and procedures of which you become aware by contacting the Director of Emergency Services at (607) 687-2023.

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

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

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

- I understand that my failure to report any concerns regarding possible violations of law, regulations or the Plan may result in corrective action, up to and including termination of my agreement with Tioga County.
- I attest on behalf of myself, my organization, and my employees, that I am not currently excluded from participation in federal or state health care programs, am not the subject of any pending exclusion proceeding, and have not been adjudicated or deemed to have committed any action that could subject me or my organization to exclusion from government programs such as Medicare or Medicaid.
- I will notify Tioga County within three (3) business days of receipt of notice of (a) exclusion or proposed exclusion from a state or federal health care program, or (b) adjudication or other determination that I, my organization, or the organization employees, have committed any action which could lead to exclusion from a government program.
- I acknowledge that I will be responsible to make the County whole for any federal or state imposed losses that were a result of federal or state exclusions of our agency or employees.
- I acknowledge that Tioga County may terminate my contract immediately upon notice that I or my organization has been excluded from participation in a state or federal health care program or that I or my organization have been adjudicated or determined to have committed an action which could subject it to mandatory exclusion.

---

Agency Signature

---

Print name

---

Title

---

Date



## CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE



## Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF \_\_\_\_\_ }

: SS.:

COUNTY OF \_\_\_\_\_ }

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2022, before me personally appeared,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

he resides at \_\_\_\_\_,

Town of \_\_\_\_\_,

County of \_\_\_\_\_,

State of \_\_\_\_\_; and further that:

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

☐ (If an individual): \_he executed the foregoing instrument in his/her name and on his/her own behalf.

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

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

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Registration No.