

Ontario County
Purchasing Department
20 Ontario Street
Canandaigua New York 14424

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NOTICE IS HEREBY GIVEN

that the County of Ontario will receive Proposals for RFP (R21098) **For Business Expansion & Retention Services for the Office of Economic Development**. Such proposals must be filed with the Ontario County Purchasing Director, 20 Ontario Street, Canandaigua, New York 14424, on or before **4:00 PM prevailing time, November 19, 2021**. **All questions pertaining to this RFP shall be forwarded in writing to the Director of Purchasing at the address shown above.**

Ontario County reserves the right to reject any or all proposals.

Debra S. Gierman
Purchasing Director
Ontario County Purchasing

INSTRUCTIONS TO BIDDERS

- 1) Read all documents contained in the RFP specifications.
 - 2) Vendors are responsible for submitting their proposals to the exact location indicated on the “Notice” prior to the time indicated in the “Notice”. No proposals will be accepted after the designated time indicated in the “Notice”. **Note: (1) original is required to be submitted along with an electronic copy, if you wish to email that PDF it can be sent to Purchasing@ontariocountyny.gov**
 - 3) Vendors are responsible for reporting, in writing, any errors found in the RFP specifications to the Ontario County Purchasing Director, 20 Ontario Street, Canandaigua, New York 14424.
 - 4) Questions about or clarifications to the technical specifications must be made in writing to the Purchasing Director prior to the proposal due date. Such questions must be in the possession of the Purchasing Director three working days prior to the proposal due date unless otherwise indicated. Verbal questions may not be entertained.
 - 5) Vendors shall indicate on the outside of their sealed proposal the following information:
 1. **Title of RFP and RFP Number**
 2. **Date and Time of Proposal due date**
 3. **Company Name**
 - 6) The only forms necessary to be submitted with your proposal are the following:
 1. **Non-Collusion Affidavit and Indemnification forms signed and dated**
 2. **Sexual Harassment Form**
 3. **Insurance certificate as described in “Schedule B” Insurance Form**
 3. **References as specified**
 4. **The proposal form filled out completely**
- Failure to submit any of the above data may result in the rejection of the proposal. Furthermore, the County reserves the right to request any additional information deemed necessary for the proper evaluation of this proposal.
- 7) **Failure to comply with the above may result in the rejection of the proposal as being unresponsive.**
 - 8) Under no circumstances is it necessary to return the RFP packet. It should be retained by the vendor for his/her records.

GENERAL INFORMATION

AWARD OF RFP:

The award, if any, will be made within forty-five (45) calendar days of the opening date. All successful vendors shall be notified by the Ontario County Clerk of the Board of any contracts they have been awarded. Notice of awards shall be in the form of a copy of the resolution awarded by the Ontario County Board of Supervisors sent to all successful vendors by U.S. mail. Unsuccessful vendors shall not be informed.

TERM OF CONTRACT:

Any contract resulting from this RFP shall be for a term beginning on January 1, 2022 and ending on December 31, 2023 from the date of award by resolution by the Ontario County Board of Supervisors. The County reserves the right to renew any contract resulting from this RFP for up to (2) two additional (12) twelve month periods by mutual agreement in accordance with the terms of the contract and by annual resolution by the Ontario County Board of Supervisors.

PRICE ADJUSTMENTS:

Unless otherwise stated in this document, at no time during the term of any contract arising from an award by the County Board of Supervisors may any of the contract pricing be changed for any reason without prior written approval by the County. The vendor may request a price adjustment after the first contract term. However, the vendor may only make one such request per contract term. If a price adjustment request is made, the vendor shall give the County a minimum of thirty-(30) calendar days notification of any request for a price adjustment. Said adjustment may at no time exceed the Consumer Price Index Table 4 for all items as calculated by the County Purchasing Department. Should the County deem the requested adjustment unacceptable, the County reserves the right to terminate the contract in accordance with the terms of this RFP and seek pricing from whatever sources legally available.

TERMINATION:

The County, upon ten (10) calendar days' notice to the vendor, may terminate any contract(s) resulting from this RFP in whole or in part when the County deems it to be in its best interest, whether with or without cause. In such event, the vendor shall be compensated and the County shall be liable only for payment for goods, materials, equipment and/or services provided under any contract(s) awarded as a result of this RFP up to the effective date of termination.

In the event of a dispute as to the value of services rendered by the vendor prior to the effective date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the vendor. Such reasonable and good faith determination shall be accepted by the vendor as final.

Should the equipment fail to perform as advertised at any point within the timeframe of the guarantee, the vendor shall, at its own expense, and at the County option, repair or replace said equipment. Should the vendor fail to make the equipment operate as advertised within a reasonable amount of time as determined by the using department and the County Attorney, the vendor agrees to remove the equipment and refund the County a prorated amount as follows: the percentage of time the equipment ran as advertised, as documented by the County, in comparison to the manufacturers guarantee shall be calculated and that percentage of the original purchase price shall be deducted and the remainder of the original purchase price shall be refunded to the County. No finance or any other charges shall be assessed to or by either party.

In the event the County determines that there has been a material breach by the vendor of any of the terms of any contract(s) awarded as a result of this bid and such breach remains uncured for five (5) days after service on the

vendor of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate any contract(s) awarded as a result of this bid and the County shall have the right, power and authority to complete that which is required by the contract awarded as a result of this RFP, and any additional expense or cost of such completion shall be charged to and paid by the vendor. Service of notice hereunder shall be effective on the date of mailing.

JUDGMENTS/LEGAL FINDINGS:

By submitting a proposal for consideration, the vendor affirms that they currently have no judgments or other legal findings nor have any pending judgments or other legal findings against the company, its executives or any other person that will be employed in any fashion as a part of this contract, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to legally complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the County.

NON-APPROPRIATIONS CLAUSE:

In accordance with New York State General Municipal Laws the County of Ontario will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the County harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the County. Issuance of a purchase order by the County indicates that the County currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Receipt of a resolution by the Ontario County Board of Supervisors is not in and of itself a binding contract with the County. Should it become necessary for the County to cancel a project or purchase after an order to proceed or purchase order has been issued, the County will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation

PROHIBITION AGAINST ASSIGNMENT/TRANSFER/SUBCONTRACT:

The vendor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this agreement, to any other person or corporation without previous consent, in writing, of the County.

NON-ASSIGNMENT:

In accordance with NYS General Municipal Law 109, at no time during the duration of any contract resulting from this RFP, shall the successful vendor be allowed to assign any portion of this contract to a third party without express written approval by the Ontario County Board of Supervisors

EMPLOYEE VERIFICATION REQUIREMENTS:

All vendors providing services and/or products to the County of Ontario and all municipal entities included under any contract resulting from an award of the RFP are required to comply with all current State, Federal and local laws, rules and regulations as they pertain to the verification of the ability of each employee to legally work in this state and country. This includes all employees, subcontractors and their employees engaged in work covered by said contract.

All vendors shall, upon request, supply the County with certified copies of Federal form I-9 for all employees, subcontractors and their employees. These forms should be on file at the vendors home office and are available online at <http://www.uscis.gov/files/form/i-9.pdf> . By submitting a proposal for consideration by the County, the vendors acknowledge that they have complied with and will continue to comply with all regulations and statutes concerning the verification of employee status.

IRAN DIVESTMENT ACT

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2013" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

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

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

INDEPENDENCE:

The vendor expressly understands and agrees that it is and shall in all respects be considered an independent contractor. The vendor, its employees, partners, associates, subcontractors, subconsultants and any others employed or retained by the vendor in the performance of a contract resulting from this RFP, 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 Workers Compensation, Unemployment Benefits, Social Security or retirement plan membership or credit. Further, vendor, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this bid, and agrees if the County were to be assessed a penalty related to this bid that vendor will defend and indemnify the County for any said penalty or related penalty.

NON-DISCRIMINATION:

The vendor expressly agrees that:

(a) in the hiring of employees for the performance of a contract resulting from this bid, neither the vendor, any subcontractor, nor any person acting on their behalf, shall discriminate against any person on the basis of any characteristic or classification protected under New York State or federal anti-discrimination laws, who is otherwise qualified and available to perform the work to which the employment relates; and

(b) neither the vendor, any subcontractor, nor any person acting on behalf of such vendor or subcontractor shall, in any manner, harass, discriminate against or retaliate against any employee hired for the performance of work under this Agreement on account of any characteristic or classification protected under New York State or federal anti-discrimination laws; and

(c) in the course of performance of work under a contract resulting from this bid, neither the vendor, any subcontractor, nor any person acting on their behalf shall, in any manner, harass, discriminate against, or retaliate against any person on account of any characteristic or classification protected under New York State or federal anti-discrimination laws; and

(d) that there may be deducted from the amount payable to the vendor by the County under any contract resulting from this bid a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and

(e) that any contract resulting from this bid may be cancelled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of this section.

NO CONFLICT:

The vendor agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The vendor further agrees that, in the performance of a contract resulting from this bid, no person having any such interest shall be employed by it.

The vendor represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the vendor to solicit or secure a contract resulting from this bid, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the vendor) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making a contract resulting from this RFP. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate a contract resulting from this bid without liability, and to deduct the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

COMPLIANCE:

The vendor shall comply, at its own expense, with the provisions of all federal, state and local laws, rules and regulations applicable to its performance of any contract resulting from this RFP and any terms and conditions of a grant associated with any contract(s) awarded as a result of this RFP.

DEFENSE AND INDEMNIFICATION:

The vendor agrees to the fullest extent of the law:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the vendor shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the vendor or third parties under the direction or control of the vendor; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in Sub-paragraph "(a)" above and to bear all other costs and expenses related thereto. The duty to defend hereunder shall be triggered immediately upon notice to the vendor by the County of the County's receipt of a Notice of Claim, service of process or other demand or claim.

These defense and indemnification obligations shall survive the expiration or termination of any contract resulting from this bid, whether occasioned by the contract's expiration or earlier termination.

EMPLOYEE VERIFICATION REQUIREMENTS:

All vendors and all municipal entities included under any contract(s) resulting from an award of this RFP are required to comply with all current state, federal and local laws, rules and regulations as they pertain to the verification of the ability of each employee to legally work in this state and country. This includes all employees, subcontractors and their employees engaged in work covered by said contract.

All vendors shall, upon request, supply the County with certified copies of U.S. Citizenship and Immigration Services Form I-9 for all employees, subcontractors and their employees. These forms should be on file at the vendor's home office and are available online at <http://www.uscis.gov/files/form/i-9.pdf> . By submitting a bid for consideration by the County, the vendor acknowledges that it has complied with and will continue to comply with all regulations and statutes concerning the verification of employee status.

INSURANCE:

Failure to secure and maintain the required insurances contained in Schedule "B," which is attached hereto and made a part hereof, is a material breach of any contract(s) awarded as a result of this bid. Vendor shall reimburse the County for any funds expended by the County that would have been paid by Vendor's insurance carrier under any required insurance. Should vendor's required insurance be cancelled or lapse in any way, vendor shall submit the insurer's notice of cancellation or lapse to the County within two business days of receipt.

RECORDS:

All original records compiled by the vendor in performing under a contract resulting from this bid, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The vendor may retain copies of such records for its own use.

MISCELLANEOUS:

If any provision of a contract resulting from this RFP is determined to be invalid or unenforceable, that shall not affect the validity or enforceability of the remaining portions of the contract resulting from this bid. Any such invalid or unenforceable provision shall be modified so as to give effect to the original intent of the parties to the maximum extent possible. Each and every provision of law and clause required by law to be inserted in a contract resulting from this RFP shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law. Any contract resulting from this RFP shall be construed and enforced in accordance with the laws of the State of New York.

PROPRIETARY INFORMATION:

The proposal and any accompanying documentation submitted in the proposal shall become the property of the County and shall not be returned. The proposal shall be subject to the FOIL, Freedom of Information Law, so the proposers should identify any business information supplied in confidence, do not mark all pages confidential only those with truly proprietary information.

**SPECIFICATIONS SUBMITTED BY: Ontario County Economic Development
Ontario County Purchasing**

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

Name (as shown on your income tax return) _____

Business name/disregarded entity name, if different from above _____

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=corporation, S=S corporation, P=partnership) _____ Exempt payee

Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.) _____

City, state, and ZIP code _____

List account number(s) here (optional) _____

Requester's name and address (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the TIN on your tax return. For individuals, this is your social security number, resident alien, sole proprietor, or disregarded entity, see the Part I instructions. For partnerships, it is your employer identification number (EIN). If you do not have a number, see the instructions on page 3.

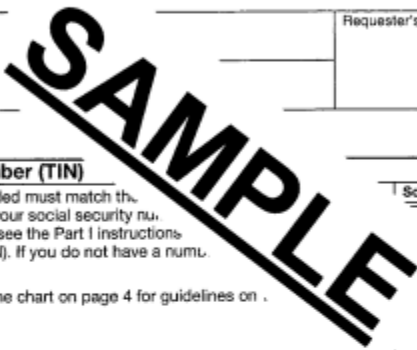
Note. If the account is in more than one name, see the chart on page 4 for guidelines on the number to enter.

Social security number

--	--	--	--	--	--	--	--

Employer identification number

--	--	--	--	--	--	--	--



Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Schedule "B"

Insurance Form

“Schedule B” consists of **three separate forms**, (1) proof of Workers Compensation insurance, (2) proof of Disability insurance and (3) proof of Liability insurance/auto/professional insurance supplied on an ACORD Certificate

- I. All bids and quotes shall include the required proof of insurance forms with the response. Failure to do so may deem the vendor non-responsive.

- II. CERTIFICATES OF INSURANCE
 - A. All insurance ACORD certificates shall name Ontario County as “additional insured”.
 - B. “Certificate Holder” shall be made out to the "Ontario County, 20 Ontario Street St, Canandaigua, NY 14424"
 - C. Coverage must comply with all specifications of the contract.
 - D. Executed by an insurance company and/or agency or broker which is licensed by the Insurance Department of the State of New York.
 - E. The Certificate must indicate that prior to non-renewal or cancellation of these policies, at least thirty (30) days advance written notice shall be given to the County of Ontario and the County Department requesting this Certificate, before such change shall be effective.

- III. The vendor shall supply an ACORD Certificate of Insurance for vendor classification B . The following two pages are a sample of the required Insurance ACORD **and** details of the required forms for Workers’ Compensation and Disability according to Sections 57 and 220 subd. 8 of the Workers’ Compensation Law. **(The ACORD Certificate, Workers’ Compensation certificate and Disability certificate must all be on file with the County before any contracts/awards can be approved by the Ontario County Board of Supervisors and must be kept current for any payments to be made).**

- IV. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the following standards.

Workers' Compensation Requirements under Workers' Compensation Law §57

To comply with coverage provisions of the Workers' Compensation Law ("WCL"), businesses must:

- a) be legally exempt from obtaining workers' compensation insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer; or
- d) participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing WCL Section 57, businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the government entity issuing the permit or entering into a contract:

A) Form [CE-200](#), *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage*;

Form [CE-200](#) can be filled out electronically on the Board's website, <https://www.businessexpress.ny.gov/>

Click on the last button in the lower right hand corner {WC/DB Exemptions Form CE-200 (In bright yellow letters)} Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any district office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract; or

B) Form [C-105.2](#), *Certificate of Workers' Compensation Insurance* (the business's insurance carrier will send this form to the government entity upon request). **Please Note:** The State Insurance Fund provides its own version of this form, the U-26.3; or

C) Form [SI-12](#), *Certificate of Workers' Compensation Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247), or [GSI-105.2](#), *Certificate of Participation in Worker's Compensation Group Self-Insurance* (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

Disability Benefits Requirements under Workers' Compensation Law §220(8)

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- a) be legally exempt from obtaining disability benefits insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or seeking to enter into contracts **must** provide one of the following forms to the entity issuing the permit or entering into a contract:

A) [CE-200](#), *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage* (see above);

B) [DB-120.1](#), *Certificate of Disability Benefits Insurance* (the business's insurance carrier will send this form to the government entity upon request); **or**

C) [DB-155](#), *Certificate of Disability Benefits Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247).

NYS Agencies Acceptable Proof: Letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation under Section 88-c of the Workers' Compensation Law and exempt from NYS disability benefits.

<http://www.wcb.state.ny.us/content/main/forms/AllForms.jsp>

Exhibit B
Purchase or Lease of Merchandise, Equipment, Food Products & Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (Name of Agent)	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL:	
	ADDRESS:	
	PRODUCER:	
	CUSTOMER ID #:	
INSURED (Vendor)	INSURER(S) AFFORDING COVERAGE:	NAIC #:
	INSURER A : Insurance Company	
	INSURER B : Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSR. W/O	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PREMISES <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	(Policy Number)	(Date)	(Date)	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		(Policy Number)	(Date)	(Date)	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N	N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Vendor services/products provided as per contract with Ontario County

CERTIFICATE HOLDER	CANCELLATION
Ontario County- 20 Ontario Street Canandalgua, NY 14424	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

SCOPE-OF-WORK (SCHEDULE A)

Ontario County Office of Economic Development Business Retention and Expansion Program Request for Proposals

The Office of Economic Development (OED) of Ontario County has developed a Business Retention and Expansion (BR&E) Program that includes:

- The capacity to identify needs and goals among existing companies before they reach a crisis stage.
- Providing and/or accessing services to assist companies with issues related to their needs and goals by referrals to specific partners throughout Ontario County and New York State so that the companies may remain in business in Ontario County.
- Promoting workforce development/upgrading to existing companies.
- Including existing companies in efforts to promote new ventures and innovations in product/production technologies.
- Continuous prospecting for new Ontario County business to business opportunities.
- Use of ExecutivePulse or other County contracted software to track company specifics to identify trends and economic development opportunities.
- Providing and maintaining an updated on-line directory of companies through the Ontario County OED web-site.
- Reporting to staff, Board of Supervisor members, and other stakeholders and service providers regarding the activities of the BR&E program.
- Assist in on-going training regarding the BR&E process and software use.

Business Retention & Expansion Scope:

To continue the high quality BR&E program established in Ontario County:

1. Meet with existing companies to assess needs and goals (average of four to six meetings per week) often including other service providers and economic development stakeholders in the companies' specific areas or providing updates to those stakeholders in a timely manner.
2. Continued use of ExecutivePulse or other County contracted software to assist OED in identifying opportunities in the County.
3. Maintain and cultivate relationships with economic development partners throughout Ontario County and New York State to provide assistance and updated incentive information as needed by companies and the staff of OED.
4. Continuous prospecting for new Ontario County business-to-business opportunities.
5. Reporting weekly to OED staff and to the Ontario County Board of Supervisors through the Planning and Research Committee as requested but no less than once per year.

6. Attend and participate in trainings, meetings, and seminars that are conducive to the BR&E program.

Qualification:

- Extensive experience in economic development and/or providing services to businesses.
- Thorough knowledge of the business climate, regulatory environment and business assistance programming in New York State, including publicly available information on businesses and enterprises. Familiarity with the Rochester/Finger Lakes region is particularly desirable.
- Demonstrated ability to establish and maintain close working relationships with top management of businesses of various sizes.
- Demonstrated ability to provide the staff of OED with clear and timely intelligence on the conditions of the companies included in the retention effort so that OED may respond in an effective and equally timely manner.
- Demonstrated ability to develop and adhere to a project schedule and budget.
- Experience with ExecutivePulse software is particularly desirable.
- Experience with BR&E service contract work preferred.

References: Proposals are to include references.

Interviews: If necessary, interviews shall be conducted the week of November 29, 2021, the necessary parties to attend this interview must be able to address the content of the proposal fully and be authorized to make commitments for the performance of the contract. Also in attendance must be the main contact person to be assigned to the account if awarded the contract.

Term of Contract: The contract term will begin once awarded by the Ontario County Board of Supervisors on January 1, 2022 and end December 31, 2023 with the option to renew if agreeable by both parties for (2) two additional (12) twelve-month periods.

Invoicing and Payments: Payments for services provided under this contract will be made bi-weekly according to the County's audit payment schedule.

Detailed invoicing is to be submitted to the Office of Economic Development and must provide specific details with a listing of companies and activities. Payments can only be made for services after those services have been rendered to the County.

PROPOSAL FORM - R21098

PROPOSAL FORM FOR RFP to be received by **the date and time in the notice to bidders** the office of the Ontario County Purchasing Director, 20 Ontario Street Canandaigua, New York 14424.

**Proposals must be submitted in a sealed envelope plainly marked as to its contents.
Required is (1) original proposal and (3) copies.**

Proposals must contain a statement of non-collusion as required by Section 103-d of the General Municipal Law.
The County reserves the right to reject any or all proposals.

By signing and submitting this Proposal Form, the undersigned acknowledges that they have read, understand and agree to all of the terms of the RFP documents as presented without reservation or alteration including: the Notice to Bidders, Instructions to Bidders, General Information, Schedule B Insurance Requirements, RFP Specifications and Proposal Form – R21098 and any Addenda upon which the proposal is based All prices are to include no taxes.

NAME OF FIRM: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

BY: _____
Signature of Representative (**Blue or other non-black ink required**)

BY: _____
Signature of Representative (PRINTED)

FEDERAL OR TAX ID # _____

Email address for Purchase Orders: _____

ADDENDA

The following is confirmation of all the addenda upon which this proposal is based.

– Addenda # _____ - Received _____, 2021 _____

Initialed by Rep.

INDIVIDUAL, CORPORATE, PARTNERSHIP OR LLC ACKNOWLEDGMENT

STATE OF _____)
)SS:
COUNTY OF _____)

On the ___ day of _____, in the year 20__ before me personally appeared _____, known to me to be the person who
(name of person signing contract)
executed the within instrument, who being duly sworn by me did depose and say that ___he resides at _____ in the Town of _____, County of _____, State of _____, and further that:

[Check One]

If an individual): ___he executed the foregoing instrument in his/her name and on his/her own behalf, or doing business as (d/b/a) _____.
(name of company)

If a corporation): ___he is the _____ of _____, the
(title) (name of company)
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 the 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 the _____ of _____, the
(title) (name of company)
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 the purposes set forth therein; and that, pursuant to that authority, ___he executed the foregoing instrument in the name 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
(name of company)
instrument; that ___he is authorized to execute the foregoing instrument on behalf of the limited liability company for the 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

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this RFP (R21098), each vendor and each person signing on behalf of any vendor 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 vendor or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and
- 3) No attempt has been made or will be made by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

NAME OF FIRM _____
Individual or Legal Name of Firm or Corporation

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____
Signature of Representative of Firm or Corporation (**blue** or other **non-black ink**)

DATED: _____

BIDDER'S STATEMENT ON SEXUAL HARASSMENT

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

In accordance with State Finance Law §139-1, which generally prohibits the County from entering into contracts pursuant to the bid process with persons who fail to submit a certification affirming compliance with New York Labor Law §201-g, the bidder submits the following certification under the penalty of perjury:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Name of Bidder

Signature of Authorized Official

Printed or Typed Name of Official and Title

Date

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

Notary Public