



REQUEST FOR PROPOSALS

PERSONAL EMERGENCY RESPONSE SYSTEMS AND SERVICES FOR SENIOR CITIZENS

ABSTRACT

Allegany County is soliciting proposals from qualified vendors to provide Personal Emergency Response Systems (PERS) and services including technical support for senior citizens enrolled in Office for the Aging programs. Minority- and Women-Owned Business Enterprises (MWBES) are strongly encouraged to submit proposals. **Proposals due by 4:00 PM on Friday, April 17, 2026.**

**Request for Proposals (RFP): Personal Emergency Response Systems
(PERS)
and Services for senior citizens enrolled in Office for the Aging programs**

1. General Provisions:

This Request for Proposals (RFP) is published to obtain competitive pricing for Personal Emergency Response Systems (PERS) devices/equipment and technical services and support to enhance the safety of senior citizens enrolled in Office for the Aging programs.

Project Manager:

Anita Mattison, Director of Office for the Aging
6087 State Route 19N, Belmont, NY 14813
Telephone: 585-268-9390
Email: ofa@alleganyco.gov

2. Qualifications:

The County is free to make any inquiries deemed necessary to ascertain the qualifications of vendors and/or the accuracy of statements made by vendors regarding their qualifications.

3. Contact Information and Requirements:

Proposals must include the following information:

- Name
- Address
- Telephone Number
- Email Address
- Business Website (if applicable)

4. Proposal Budget Narrative and Justification:

The total cost must represent the full amount billable to Allegany County, including but not limited to personnel, travel, freight, equipment, labor, supplies, and any other necessary service delivery related expenses. The budget should include a clear and itemized cost per unit summary and a narrative explaining how each PERS equipment/device will enhance senior citizen safety reliably in rural and remote settings which are indicative of the living environments of some of the senior citizens requiring services.

5. Selection of a Vendor:

Selection shall only be made from proposals submitted by qualified, responsive, and responsible vendors who sufficiently meet the terms, conditions, and specifications stated herein. Allegany County reserves the right to determine the vendor in the best interest of the County. All submitted proposals are subject to final review and acceptance by the Committee of Jurisdiction and the Board of Legislators. Before a determination is made receipt of proposals by the County shall not be construed as authority to bind the County. Determination of the vendor is not made at the opening of the proposals.

6. References:

Proposals must include three (3) professional references with contact names and phone numbers where the vendor has successfully completed similar work in New York State.

7. Proposal Costs:

Vendors submitting proposals do so entirely at their expense. There is no express or implied obligation by Allegany County to reimburse any vendors for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the County, or for participating in selection interviews.

8. Contract Award:

Award of the contract will be made following acceptance of proposal and approval to enter into service agreement by the Allegany County Board of Legislators.

9. Method of Award:

After determining that a proposal satisfies the mandatory requirements stated in the RFP, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. The award of a contract resulting from this RFP shall be based on the best value of the proposals received, which optimizes quality, cost, and efficiency, among responsive and responsible offerors. Evaluation criteria shall reflect objective and quantifiable analysis. The award will be made to the most responsible vendor whose proposal is determined to be in the best interest of Allegany County, and who is deemed the best fit to serve the County's requirements based on criteria stated under the scope of services of this RFP, evaluation of references, qualifications, and, if necessary feedback from interviews with the vendor. Incomplete or non-responsive proposals will not be considered.

10. Contract Term:

The contract term is two (2) years and will commence May 1, 2026 and end April 31, 2028, with an option to extend the contract for up to two, one-year terms as mutually agreed upon by both parties.

11. Cancellation of Contract:

Allegany County reserves the right to cancel the contract(s) resulting from this solicitation at any time during the contract period, without penalty to Allegany County and without stated reason, by delivering a written ten (10) day notice of intent to the contractor or its representative. Said notification shall be mailed to the contractor or its representative via the U.S. Postal Service. First Class Mail shall be considered sufficient and delivered.

12. Assignability:

The contractor shall not assign, transfer, convey, sub-contract, sublet, or otherwise dispose of any portions of the contract and/or work to be performed as a result of the contract; or its right, title or interest therein, or its power to execute such contract, or its responsibility therein to any other person, company, or corporation, without the prior written consent of the Allegany County Attorney.

13. Insurance:

a) This document includes an information sheet entitled: ALLEGANY COUNTY STANDARD INSURANCE REQUIREMENTS. These requirements establish the minimum insurance(s) which the contractor(s) shall have in effect prior to entering into a contract to do business with Allegany County. Said insurance(s) are required to remain in effect throughout the term of the contract(s). In the event that the contractor's insurance lapses during the term of the contract, the County reserves its right to cancel the contractor's contract(s) and to purchase the contracted product(s)/service(s) on the open market, with any increase in cost(s) to Allegany County being charged to the contractor. Credit shall not be issued to the contractor where open market cost(s) to the County are less than the cost(s) contracted with the contractor.

b) Allegany County shall be named as an additional insured in the contractor's policy for all intents and purposes of contract(s) issued as a result of an award. The document number and title shall be referenced in the description/additional comments section of the certificate of insurance form.

PLEASE NOTE: Additional insured and certificate holder must only read: Allegany County, 7 Court Street, Belmont, New York 14813.

c) Contractor will be indemnifying and insuring for cloud-based breaches not caused by the fault of Allegany County.

d) Each contractor shall submit an original of its Certificate of Insurance (which indicates the contractor's compliance with the above sections a) and b)) to the Allegany County Attorney's Office, 7 Court Street, Room 207, Belmont, New York 14813.

e) The Certificate of Insurance must be approved by the County Attorney prior to the contractor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.

f) Self-employed persons must carry Workers' Compensation coverage as directed by the Allegany County Attorney. Contractor shall submit an original Certificate of NYS Workers' Compensation Insurance Coverage form WC 88 31 21 C, which indicates the contractor's compliance, to be approved by the County Attorney prior to the contractor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.

g) Workers' Compensation Insurance Exemption: Contractors claiming to be exempt from the requirement to carry/provide Workers' Compensation Insurance shall submit a fully executed CE-200 form; the form to be complete, notarized, and stamped as received by the New York State Workers' Compensation Board.

14. Non-Collusive Bidding Clause and Certificate:

a) Clause – “By submission of this bid, each contractor and each person signing on behalf of any contractor 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 knowledge and belief:

- 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 contractor or with any competitor;
- Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other vendor or to any competitor; and
- 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 of restricting competition.”

b) The contractor shall submit a signed and dated Non-Collusive Bidding Certificate with its proposal. Said certificate is mandated by Chapter 956 of the Laws of New York State, pursuant to Section 103-D of the General Municipal Law. Reference to the “NON-COLLUSIVE BIDDING CERTIFICATE” form is included in this RFP document.

15. Hold Harmless Clause and Form:

a) Clause – “The contractor agrees that it shall at all times save harmless the County of Allegany from all claims, damages, or judgements 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 the contractor and in particular as may arise from the performance under this contract. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty- four (24) hours of any such injury.”

b) The contractor shall submit a signed and dated Hold Harmless Clause form with its proposal. Reference the “HOLD HARMLESS CLAUSE” form included in this RFP document.

16. Iranian Energy Sector Divestment Certification:

Contractor hereby represents that said contractor follows New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment.” 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 its knowledge and belief, that each contractor is not on the list created pursuant to New York State Finance Law Section 165-a(3)(b). The contractor shall submit a signed, notarized, and dated Iranian Energy Sector Divestment Certification with its proposal. Said certificate is mandated by Section 103-g of the General Municipal Law. Reference to the Iranian Energy Sector Divestment Certificate form is included in this document.

17. Addendum/Addenda:

Addendum issued prior to the County’s receipt of bids: It shall be the

responsibility of each bidder, prior to submitting its bid, to check the Allegany County website: www.alleganyco.gov for any addendums or by contacting Anita Mattison, Director Office for Aging, 6087 State Route 19N, Belmont, NY 14813, or by calling 585-268-9390 to determine if an addendum has been issued. The office is open Monday – Friday, 8:30 a.m. to 4:00 p.m. It is a requirement that the bidder sign, date, and include addendum(s), if applicable, with the bid submittal. Failure to do so may result in rejection of bid.

18. Submission of Proposals:

a) The contractor shall submit three (3) sets of its RFP, including all required documents (e.g. signed clauses, statements, forms, bonds, insurance, manufacturer’s specifications, etc.)

1) One (1) set shall be stamped (or otherwise indicated) as being the “ORIGINAL.”

2) A second set shall be stamped (or otherwise indicated) as being the “DUPLICATE” or “COPY.”

3) A third set shall be a pdf scan of the entire application emailed to Anita Mattison, Director of Office for the Aging at ofa@alleganyco.gov.

4) Information presented in the “ORIGINAL” set of the RFP submission shall prevail.

The RFP shall be submitted in a sealed envelope marked on the outside with the contractor’s name and address and the designation: “Sealed Proposal: Personal Emergency Response Systems.”

The envelope shall be addressed to Anita Mattison, Allegany County Office for Aging, 6087 State Rte.19N, Belmont, NY 14813

Facsimile transmitted proposals are not acceptable and will be rejected.

19. Late Proposals:

The contractor shall bear the sole responsibility for the delivery of its proposal in a timely manner. Reliance upon the U.S. Postal Service or other carriers is at the contractor’s risk. Late proposals shall not be considered.

20. Right of County to Seek Clarification, Accept, or Reject Proposal(s), etc.:

a) Allegany County reserves its right to require clarification from contractors for the purpose of assuring a full understanding of the contractor’s responsiveness to the solicitation requirements.

b) Allegany County reserves its right to accept or reject any and all proposals

(or separable portions thereof), to waive irregularities and technicalities, and to request resubmission of proposals.

21. Civil Rights:

The County of Allegany, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Labor Law, Article 8 - Public Work, Section 220e hereby notifies all contractors that it will affirmatively ensure that any contract awarded as a result of this RFP will be awarded without discrimination on the grounds of race, creed, color, disability, sex, or national origin.

22. Information to be Included in the Proposal:

- a) Title page: List RFP title, name of contractor's firm, address, telephone number, name and title of contact person, and the date.

- b) Proposal Summary: limited to one or two pages and include the following:
 - o Briefly explain how the scope of work will be accomplished.

 - o Provide the names, titles, addresses, and telephone numbers of the individuals authorized to represent the contractor in matters related to this proposal.

 - o Provide federal taxpayer's identification number.

 - o Contractor profile: State whether the firm is local, regional, or national.

 - o Provide the location of the office from which the work is to be performed and the number of staff employed.

 - o Summary of qualifications: in addition to minimum qualifications, identify supervisors who will work on the project.

23. Modification or Withdrawal of Proposals:

a) A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted at any time prior to the scheduled time for opening of proposals.

b) No proposal may be modified, withdrawn, or canceled for a period of one hundred twenty (120) days after the date of the proposal opening, and all proposals shall be subject to acceptance by the County during this period.

24. Responsibilities for Work:

The contractor assumes full responsibility for the acts and omissions of all its employees, subcontractors, their agents and employees, and all other persons performing work under the contract.

25. Consideration of Proposal; Acceptance of Proposal (Award):

a) The award of the contract will be made by written notice of award signed by a duly authorized representative of the County, and no other act of the County shall constitute the acceptance of a proposal.

b) The acceptance of the proposal shall bind the successful contractor to execute a contract.

26. Execution of Contract/Certificate of Insurance:

The contractor to whom the award is made shall assist and cooperate with the County as necessary in preparing the standard County agreement for execution.

27. Commencement of Work:

Notwithstanding any delay in the preparation and execution of the agreement, the successful contractor shall be prepared, upon receipt of the notice of award, to commence work within a time period mutually acceptable to contractor and the County.

28. Supportive Specifications:

The contractor shall be responsible for obtaining all permits required to fulfill this contract and shall comply with all laws, ordinances, rules, and regulations of the jurisdictions in which the work is performed.

29. Sales Tax Exemption:

The County is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties within the State of New York.

30. Protection from Claim Against “Equal or Better” or “Or Equal”:

In the event of any claim by an unsuccessful contractor concerning or relating to the issue of “equal or better” or “or equal,” the successful contractor agrees to hold the County of Allegany free and harmless for any and all claims for loss or damage arising out of this transaction for any reason whatsoever. The County is to be free and harmless for any and all legal fees and court costs.

31. Evaluation Process:

After determining that a proposal satisfies the mandatory requirements stated in the RFP, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. The award of a contract resulting from this RFP shall be based on the best value of the proposals received, which optimizes quality, cost, and efficiency, among responsive and responsible offerors. Evaluation criteria shall reflect objective and quantifiable analysis.

b) After an initial screening process, a technical question and answer conference call or interview may be conducted as necessary for clarification and assessment of the proposal.

c) Allegany County reserves the right to consider historic information and fact, whether gained from the contractor’s proposal, question and answer conference, references, or any other source in the evaluation process.

32. It is the contractor’s responsibility to submit information related to the evaluation categories. Allegany County is under no obligation to solicit such information if it is not included with the contractor’s proposal.

33. As a result of this RFP, Allegany County intends to enter into contract for the provision of services described in the scope of services. However, this intent does not commit the County to award a contract to any responding contractor. Allegany County reserves the right, with agreement by the applicant, to accept or reject, in part or in its entirety, any proposal received as a result of this RFP if it is in the best interest of the County to do so.

34. RFP Questions:

Questions will be accepted until 4:00 PM on Friday April 3, 2026, and must be submitted in writing to Anita Mattison, 6087 State Route 19N, Belmont, New York 14813 or by email to ofa@alleganyco.gov. All

questions, answers, and addendums if applicable will be posted on the County's website www.alleganyco.gov on Friday, April 10, 2026, by 4:00 PM. No questions will be accepted after 4:00 PM on Friday, April 3, 2026.

SECTION 34 – SCOPE OF PROPOSED PROJECT

34.1 Background:

Allegany County, New York is situated along the upper Genesee River and shares borders with Livingston County to the northeast, Steuben County to the east, Cattaraugus County to the west, and Wyoming County to the northwest. Allegany County borders Potter County, Pennsylvania to the southeast and McKean County, Pennsylvania to the southwest. The County is known as the Western NY Wilds and is home to about 47,000 year-round residents, in addition to numerous second homeowners. The county is comprised of 29 towns and 10 quaint villages and geographically spans 1,035 square miles of wildly beautiful, mostly rural landscape.

Local County Government is comprised of 29 departments including the Allegany County Office for the Aging. The Office for the Aging provides services to older adults and individuals with disabilities to support safety and healthy independent living in the community. The PERS program is intended to reduce risk, provide rapid response for emergencies, and support caregivers with services coordination. Currently, PERS services are provided to 229 older adults with funding support from the Older Americans Act funds, Area Agency on Aging funds, and from other state and local funding sources. Awarded contractor must comply with grant funder requirements. Additionally, the Office for the Aging offers PERS units to older adults using a direct private payment option arranged between the older adult and the PERS vendor.

The Allegany County Office for the Aging is requesting proposals from qualified vendors to provide Personal Emergency Response System (PERS) equipment, and technical support including 24 hours per day monitoring, installation, participant training, technical support, and related support services for older adults. The purpose of this RFP is to enhance safety by ensuring timely access to emergency assistance in case of emergency while supporting independent living for older adults.

34.2 Service Area:

Vendors shall submit a proposal to install and service the Personal Emergency Response Systems services by referrals from the Office for the Aging.

Preferably, vendors will have local installers and support staff for the aging adult subscribers of Allegany County. Proposers must demonstrate reliable service for all areas in Allegany County including areas with low-cellular or limited broadband access, and provide landline alternatives, describe coverage, and outline contingency plans in event of a power or internet service provider outage.

34.3 Service, Installation, and Reporting:

Proposals must demonstrate an ability to meet the criteria listed below and describe how the PERS equipment and services proposed will meet the needs in our rural area and ensure services are dependable to the older adults that rely on the services for safe independent living.

Vendors must offer a 24 hour Emergency Response Center for service inquiries and technical assistance for subscribers. Vendors must develop and maintain personal database with subscriber profiles and information used to access a subscriber's needs. As part of the subscriber profile, there must be a designated contact person for every service subscriber. Designated contact person generally include a relative, trusted neighbor, or a service agency representative.

PERS scope of services must include quality assurance testing and evaluation of equipment, process, and procedure to ensure the safety of subscribers. Monthly two-way communication testing for each unit is required. In the event of an unsuccessful test, the vendor must contact the Office for the Aging at 585-268-9390 to report the failed test. Written reports of testing results including notations of any issues encountered and the steps taken to overcome issues must be provided to the Office for the Aging Director on a monthly basis.

Installation of the PERS equipment must be completed by a trained professional. Installers should be able to answer questions about the system and positively interact with older adults. It is required as part of the PERS scope of services to adequately train the subscriber to operate the equipment upon installation. Subscriber training on how to operate the equipment is required to prevent unnecessary calls for emergency assistance.

It is expected that PERS equipment will be installed within five (5) business days after receiving the referral from the Office for the Aging. Installations shall be conducted during normal business hours unless otherwise specified by the subscriber. Following the completion of installations, the vendor must communicate outcomes to the Office for the Aging and inform them of any concerns or issues. Written reports must include the date, time, and type of PERS

equipment used and must be submitted to the Office for the Aging within one (1) business day after system activation. It shall be the responsibility of the vendor to retrieve the PERS equipment following service termination.

34.4 Qualifications

Proposers must have experience working with older adults, provide services in rural areas, have qualified staff, be financial stable , and provide favorable references. Proposals demonstrating the vendor has regularly engaged in the work that is requested for at least three (3) years will be evaluated more favorably. Vendors must provide written evidence of work experience and financial stability to complete the proposed services. Written evidence can include but is not limited to the following information:

- a. A list of the contractor's work experience providing similar services
- b. References from three service recipients in New York State.
- c. Financial records may be requested for determination that the contractor is adequately prepared to perform the PERS services as requested.

34.5 Billing

Monthly invoices and services outcome and evaluation reports shall be submitted to the Office for the Aging by the 10th day of each month and shall include PERS service dates and the contracted rates. Service records must be maintained for audit purposes for a minimum of six (6) years from the date of service termination.

All costs associated with the PERS services including equipment, installation, training, and other related expenses must be all-inclusive in the form of a single monthly charge to the Allegany County Office for the Aging for each PERS service subscription. Prorated charges for partial months of services should be identified in the proposal and must be documented accordingly on all invoices and reports submitted.

Proposal Submission Requirements:

- Cover Sheet signed by Authorized Official
- Organizational Overview
- Scope of Work including equipment and technical support,

implementation plan, rural service delivery plan, contingency plans, staffing plan, communication plan, reporting, monitoring, and services evaluation

- Budget Narrative with itemized expenses
- Three Professional References
- Required Certificates and Proof of Insurance Documentation

Submission Deadline

Proposals must be submitted no later than close of business day on Friday, April 17, 2026. Late submissions will not be considered.

Submission Address:

Anita Mattison, Director of Office for Aging
6087 SR-19N
Belmont, NY 14813
ofa@alleganyco.gov

Proposal Evaluation Criteria:

Qualifications and Experience (30 Points)

Proposals will be evaluated based on the vendor's demonstrated experience and success providing similar services. Qualifications of staff performing services will also be considered.

Project Understanding and Approach (20 Points)

Proposals should clearly demonstrate the vendor's understanding of the scope of services with an emphasis on subscriber safety, customer satisfaction and user friendly PERS equipment that is dependable and reliable. Proposals should provide a description of all PERS equipment, units and models that will be used. Proposals must have experience and an understanding of the needs of rural communities and a plan to provide essential services to individuals with limited connectivity.

Project Management (20 Points)

Proposals summarize experience providing Personal Emergency Response Systems for aging adults and describe successful working relationships with local government and other community-based health and human service organizations.

Proposal Cost and Value (20 Points)

Proposal include a detailed and itemized cost summary for evaluation based

on reasonableness, clarity, and overall alignment with the requested scope of services.

References (10 Points)

Proposals should include at least three professional references with contact information where comparable services were provided. References can include current and previous customers that can attest to the vendor's ability to deliver quality and dependable services within established budgets. The County will evaluate the vendor's track record of success with particular attention to services aligned with the scope of work requested in this RFP.

**Request for Proposals (RFP) Cover Sheet:
Personal Emergency Response Systems (PERS)
for the Allegany County Office for the Aging**

PROPOSAL DUE DATE: Friday, April 17, 2026

Proposal submission should be mailed **and require a pdf scan of the entire application emailed to Anita Mattison, Director of Office for the Aging at ofa@alleganyco.gov.**

SUBMIT TO: Anita Mattison, Director of Office for the Aging, 6087 State Route 19N, Belmont, New York 14813

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 p r o p o s a l 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:	
Email Address:	Business Website:

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

IRANIAN ENERGY SECTOR DIVESTMENT

1. Contractor/proposer hereby represents that said contractor/ proposer follows New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment",
2. 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.
3. 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.
4. 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)."

Allegany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

5. 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;

- b) The County of Allegany has decided that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Allegany 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.

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

IRANIAN ENERGY SECTOR DIVESTMENT

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_____	_____
Signature	Title
_____	_____
Company Name	Date

STATE OF NEW YORK) COUNTY OF
ALLEGANY) 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 its 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 indirectly, 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 Allegany and its 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 safeguarding 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: _____

Appendix A

ALLEGANY COUNTY'S STANDARD INSURANCE REQUIREMENTS

Insurance shall be procured, and certificates of Insurance delivered to the County Attorney's Office, the County department responsible for the agreement, and the Clerk of the County Board of Legislators prior to commencement of work or delivery of merchandise or equipment. The Certificates of Insurance shall be made to the County of Allegany, County Office Building, Belmont, New York 14813, they must comply with all coverage specifications of the contract; and they must be executed by an insurance company and/or agency or broker licensed by the Insurance Department of the State of New York. The "ACORD" form certificate may be used, provided the following two additions are added to the form verbatim:

A. ACKNOWLEDGMENT: The insurance companies providing these coverages acknowledge that the named insured is entering into a contract with Allegany 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 to the fullest extent allowed by law. The contractual liability coverage evidenced above covers the liability assumed under the County-Contractor agreement.

B. Prior to non-renewal or cancellation of these policies, at least thirty (30) days advance written notice shall be given to the Allegany County Attorney's Office and the County Department requesting this certificate before such change shall be effective, except that five (5) days advance written notice shall be sufficient for Certificates from the State Worker's Compensation Fund.

MINIMUM COVERAGE LIMITS ARE AS FOLLOWS:

Policy	Construction and Maintenance	Professional Services	Property Leased to Others or Use of Facilities or Grounds	Concessionaires Services	Livery Services	All Purposes Public Entity Contracts
Comp. Gen. Liab*	\$1,000,000 per occurrence, \$2,000,000 aggregate CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Prem. & Ops.	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Prods/Compl Ops	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Independent Cont	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Contractual	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE					
X.C.U	INCLUDE					
Personal Injury		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Liquor Law			INCLUDE			
Host Liquor						INCLUDE
Auto Liability	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess Umbrella Liability *	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Worker's Compensation & Employers Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	
Professional Liab.		\$1,000,000				

Allegany County shall be named as additional named insured on all policies for purposes of coverage but not the payment of premium. *The comprehensive general liability can be met by one or more policies or in combination with an excess umbrella liability policy. No umbrella policy is required if underlying coverage is at least \$1,000,000. Bid specifications or particular contracts, leases, or agreements may require alternative coverage and limits, which must be evidenced on the certificate in lieu of the coverages specified above. The expiration date for any claims made policy must be at least ninety (90) days after the expiration of the contract for services or final delivery of any products.

APPENDIX B INDEPENDENT CONTRACTOR / AGENTS / VENDORS ACKNOWLEDGEMENT FORM

Allegany 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 County Administrator at (585) 268-9217.

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 County Administrator for any questions or clarifications of your responsibilities.

As an Agent of the County of Allegany, 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 Allegany 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 Allegany County of which I become aware.
- I acknowledge that Allegany County maintains a hotline for the purpose of receiving notifications of possible violations of law, regulations, 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 Allegany 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 Allegany 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 Allegany 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

STATE OF NEW YORK WORKERS' COMPENSATION BOARD
CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (Use street address only)</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> 	<p>3a. Name of Insurance Carrier</p> <p>3b. Policy Number of entities listed in box "1a" 3c. Policy effective period</p> <p>3d. _____ to _____</p> <p>3e. The Proprietor, Partners or Executive Officers are included. (Only check box if all partners/officers included) all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Print Name of authorized representative or licensed agent of insurance carrier.

Approved by:
 Title:
 Date:

Telephone Number of authorized representative or licensed agent of insurance carrier:

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Individual, Corporation, 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 executed the foregoing instrument, who, being duly sworn by me did depose and say that

he/she/they reside(s) 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/she/they executed the foregoing instrument in his/her/their name and on his/her/their own behalf.

(If a corporation): he/she/they is(are) the _____ of, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he/she/they is(are) authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he/she/they 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/she/they is(are) a _____ of, the partnership described in said instrument; that, by the terms of said partnership, he/she/they is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he/she/they 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/she/they is(are) a duly authorized member of, _____ LLC, the limited liability company described in said instrument; that he/she/they is(are) 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/she/they 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.

