

REQUEST FOR PROPOSAL

**BINGHAMTON REGIONAL TRAVEL DEMAND
MODELING ASSISTANCE**

RFP-2021-015

FEBRUARY 24, 2021



NEW YORK STATE, COUNTY OF BROOME

Jason T. Garnar, County Executive

BINGHAMTON METROPOLITAN TRANSPORTATION STUDY

Jennifer Yonkoski, Executive Director

INSTRUCTIONS TO BIDDERS

IMPORTANT NOTICE – BID/RFP DISTRIBUTION

The County of Broome officially distributes bidding documents through the Empire State Purchasing Group <https://www.bidnetdirect.com/new-york/broome-county>. Copies from any other source are not considered official copies. Only those proposers who obtain bidding documents from the Empire State Purchasing Group are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Empire State Purchasing Group, it is recommended that you obtain an official copy by registering with this service.

1. **Invitation** - Broome County, New York is inviting sealed proposals from qualified individuals for **BINGHAMTON REGIONAL TRAFFIC MODELING ASSISTANCE** detailed in the accompanying Request for Proposal. Proposals will be *received* until **2:00 p.m.** local time on **WEDNESDAY, MARCH 24, 2021**. Any proposal received after the time and date specified will not be considered.
2. **Submittal of Proposals – ONE (1) ORIGINAL, ONE (1) COPY, AND ONE (1) ELECTRONIC COPY ON USB MEDIA** of the proposal shall be delivered or mailed, with any required data, in a **SEALED ENVELOPE**, which shall be properly identified with the following required information:
 1. **BIDDER'S FULL NAME & ADDRESS**
 2. **THE BID TITLE (SEE ABOVE)**
 3. **BID NUMBER (COVER SHEET)**

Submit proposals to:

**BROOME COUNTY DIVISION OF PURCHASING
C/O BROOME COUNTY DIVISION OF SECURITY
60 HAWLEY STREET, 1st FLOOR
EDWIN L. CRAWFORD COUNTY OFFICE BUILDING
BINGHAMTON, NEW YORK 13901**

Inquiries – Any inquiries or requests for explanation regarding this Request for Proposal must be **received by 11:00 a.m. local time on WEDNESDAY, MARCH 3, 2021**. **No oral interpretation or clarifications will be given. Prospective proposers desiring further information or interpretations must make requests in writing by letter, fax or e-mail.** All inquiries together with Broome County's response will be issued to all prospective proposers well in advance of the date for proposal submission. Requests for information should be addressed as follows:

To: Jennifer Yonkoski, Executive Director, Binghamton Metropolitan Transportation Study, BMTOnline.com
Copy: Robin L. Laabs, Director, Broome County Purchasing Division, Robin.Laabs@broomecounty.us

3. **Form of Proposals** - Proposals should be prepared in the format set forth in the accompanying documents, including a full description of the proposer's plan of work, qualifications and resumes of key personnel. A non-responsive or incomplete proposal will be removed from consideration.
4. **County's Prerogatives** - The county reserves the right to negotiate with any or all proposers; to reject any or all proposals, in whole or any part thereof; to re-solicit for proposals; and to waive any minor non-conformities in accordance with the county's determination of its own best interests.
5. **Fees** - The proposer's response must clearly present the basis for the proposer's compensation or fee structure for all services described in the proposal. If a particular service is "value added" the proposal shall so state. The fees shall include all ordinary operating expenses incurred by the firm. Extraordinary expenses incurred at the request of and with the consent of the county will be reimbursed.

6. **Tax Exempt Entity** - The County of Broome is a tax-exempt municipality; taxes are not to be included in any fee calculations.
7. **Proposal Longevity** - A proposal may be withdrawn at any time prior to the date specified as the closing date for acceptance; however, no proposer may withdraw or cancel a proposal for a period of ninety (90) days following the closing date for acceptance, nor shall the successful proposer withdraw, cancel or modify the proposal, after having been notified that the proposal has been accepted by the County, except at the request of the County or with the County's written consent.
8. **Evaluation of Proposals** - Proposals will be judged upon the proposer's ability to provide services, which meet the requirements set forth in the accompanying documents. The County reserves the right to make such investigations as it deems necessary to determine the ability of the proposer to provide services meeting a satisfactory level of performance in accordance with the County's requirements.
9. **Interviews** - Interviews or presentations by one, several or all of the proposers may be requested by evaluators if deemed necessary to fully understand and compare the proposers' capabilities. Site visits by the evaluators may be conducted if deemed necessary by the County. Under Broome County rules and regulations, the County Board of Acquisition and Contract or the County Legislature may be the awarding authority for this type of service, depending on the amount of the accepted proposal:

BOARD OF ACQUISITION & CONTRACT - UP TO \$14,999
COUNTY LEGISLATURE - \$15,000 AND OVER

However, the Legislature may be utilized for consideration of an award under \$15,000 if it is deemed in the best interests of the County. A presentation by the proposer to committees of the Legislature and/or selected County Officials may be required prior to the recommendation and consideration of an award.

10. **Contract Terms** - At the time of the award by the County, the apparent successful proposer(s) must agree to a contract memorializing the terms and conditions which will govern the relationship and establish the obligations of each party. All proposers shall be aware that the contents of a successful proposal will be construed in favor of Broome County and that the final contract between the successful proposer and Broome County may incorporate by reference the County's Request for Proposal documents and the successful proposals and supporting submittals.
11. **Proposer's Conditions** - Any conditions or expectations on the part of the proposer for performance by the County must be set forth in the proposal. The County is not obliged to consider the proposer's post-submittal terms and conditions. *** **If any service is not included, or is available for an additional cost, the submittal shall clearly so state.** ***
12. **Choice of Law & Venue** - The resulting agreement will contain language stating that the contract is performable in Broome County, New York, and shall be construed in accordance with the laws of the State of New York. If any legal action is brought in connection with the enforcement of the contract, exclusive venue shall lie in County of Broome, New York.
13. **Proposer's Preparation Costs** - Any costs incurred by the proposer in responding to the Request for Proposal is at the proposer's own risk and expense as a cost of doing business. All materials submitted with a proposal shall become property of Broome County and will not be returned to the proposer. **The proposer is hereby notified that all submitted materials are subject to disclosure pursuant to the New York State Freedom of Information Law (New York Public Officer's Law section 86 et seq.).**

14. **Deliverables** – Although the specific deliverables are subject to negotiation the successful proposer will be expected to provide the required services as outlined in this proposal.
15. **Ex parte Contact** – Proposer shall not contact any other county officials other than those referenced in this RFP or in accordance with the procedure outlined herein. **Any proposer that violates the foregoing provision may be disqualified from consideration.** Proposals shall be based solely on information provided in the RFP and any addenda thereto.
16. **Minimum Qualifications** - The County will not consider any proposals that do not meet the minimum qualifications defined in the specifications.
17. **Standard Assurances** - By submitting this proposal, the proposer agrees to comply with all of the Standard Assurances that may be attached.
18. **CONTRIBUTION STATEMENT & GIFT STATEMENT**
 - A. **Election Law Signed Statements:** The county shall require a signed statement for any contract or agreement that requires formal bidding under the New York State General Municipal Law, the Broome County Charter or Local Law of Broome County that the professional business entity has not made a contribution within one calendar year immediately preceding the date of the contract or agreement which exceeded the permitted thresholds set forth in article 14 of the Election Law of the State of New York.
 - B. **Gifts Signed Statement:** The county shall require a signed statement for any contract or agreement that requires formal bidding under the New York State General Municipal Law, the Broome County Charter or Local Law of Broome County that discloses all gifts given, if any, by the bidding professional business entity to any officer or employee of the County of Broome.
19. **Term of Contract** – The term of contract shall commence upon approval by the Broome County Legislature, notification of award, mutual execution of an agreement, and receipt of a satisfactory certificate of insurance.
20. **Legal Compliance** – Each proposer is responsible for full and complete compliance with all applicable laws, rules, regulations and licensing requirements imposed by any public authority having jurisdiction.
21. **Proposer's Insurance** – The contractor must provide and maintain in force at all times during the term of the services contemplated herein insurance as described in the attached contract insurance specifications.

Appropriate evidence of such coverage, other than any required endorsements, is to be submitted as part of the proposal and included in the Appendix. The successful proposer will have twenty (20) days from the date of the notice of award to supply proof of application for any necessary policy endorsements.
22. **Auditable Records** – The successful contractor shall maintain such accounts and records in connection with its performance of services for the County as may reasonably be required by the County. The contractor shall, at any reasonable time during the term and for a period of one year following the completion of work under the contract, afford the County's agents and auditors reasonable facilities and access for the examination and audit of its records pertaining to its performance and shall, upon request by the County, produce and exhibit all such records.
23. **Non-Discrimination** – The contractor shall not discriminate or permit discrimination in its operations or employment practices against any person or group on the grounds of race, color, creed, national origin, gender or handicaps and shall furnish evidence of compliance with provision when so requested by the County.

24. IRANIAN ENERGY SECTOR DIVESTMENT

1. Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor/Proposer has not:

- a. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- b. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- a. “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”
Broome County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- a. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- b. The County of Broome has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Broome 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.

- 25. Required Documents** - Proposals received that do not include the required documents signed and returned may be deemed non-responsive and removed from consideration to award.

ATTACHMENTS:

Proposal Requirements

Required Documents:

Proposal Sheet

Compliance Statement

Variation and Justification Sheet

Non-Collusion Bidding Certificate

Iranian Energy Divestment Certification

Election Law Statement

Gifts Statement

Insurance Requirements

W-9

Bidders Check List

EXHIBITS:

Exhibit A – Broome County Standard Consultant Agreement

BROOME COUNTY
DIVISION OF PURCHASING
SPECIFICATIONS
FOR

**BINGHAMTON REGIONAL TRAVEL DEMAND MODELING
ASSISTANCE**

The Binghamton Metropolitan Transportation Study (BMTS) is an agency of Broome County, NY, government and the metropolitan planning organization (MPO) for the Binghamton NY-PA metropolitan area. BMTS is seeking proposals from qualified individuals or firms for consultant services to assist with the BMTS Travel Demand Model.

I. GENERAL DESCRIPTION

BMTS is requesting written proposals from qualified firms or individuals to assist in travel demand modeling, modeling assistance on an as-needed basis, as well as instruction.

The BMTS Travel Demand Model (TDM) is a regional four-step model currently built on the PTV Visum software platform. The current travel demand model contains 220 zones and covers the New York portion of the Binghamton Planning Area Boundary. The travel demand model (TDM) is used to update and carry out the Long-Range Transportation Plan (LRTP) and Transportation Improvement Program (TIP) and provides valuable support to various transportation planning processes conducted by local member agencies, NYSDOT, and BMTS. The consultant shall have expert knowledge in operating a travel demand model using PTV Visum software. The consultant must own and maintain their own PTV Visum software license.

BMTS is seeking a consultant to make improvements to, calibrate, and validate the BMTS Travel Demand Model; assist on an as-needed basis for analyses and performing tasks; as well as train and instruct BMTS staff. BMTS anticipates the contract period to be approximately 12 months.

II. PROJECT SCOPE AND MANAGEMENT

A. Scope

The proposer is expected to address in its proposal a detailed plan of action and a schedule for each of the work tasks outlined in Section III. The proposal should indicate a demonstrated understanding of the goals of the project as well as past achievements related to the proposed work and the relevance of education and experience of key personnel. BMTS understands the challenges inherent in this work plan and is interested in creative approaches.

B. Management

Oversight of the project will be the responsibility of BMTS Central Staff.
Contract administration will be the responsibility of BMTS Central Staff on behalf of Broome County.

C. Anticipated Schedule

TASK	DATE
RFP Release Date	February 24, 2021
Written Questions Due	March 3, 2021 by 11:00 AM
Answers/RFP Addendum Posted	March 10, 2021 COB
Proposals Due	March 24, 2021 by 2:00PM Eastern Time
Interviews (if necessary)	Week of April 5th, 2021
Consultant Selection	Mid-April 2021
Legislative Approval	May 20, 2021
Contract Finalizing	June 2021
Notice to Proceed	July 1, 2021

III. SCOPE OF WORK

The general scope of work for this contract is expected to include the tasks in this section. Proposers are additionally encouraged to consider best practices in regional travel demand modeling, as well as the needs of BMTS, and suggest changes or additions to the scope of work if necessary.

Task I: Project Work Plan

The consultant shall conduct an initial project meeting with BMTS staff to discuss the Scope of Services, project schedule, and the anticipated modeling and update review process. Communication with BMTS staff and the consultant shall continue regularly (every two weeks, at minimum) to discuss progress, issues, or concerns, and/or to include training and education to staff.

Within one week following the initial project meeting, the consultant shall provide a Project Work Plan that outlines the work program and how and when tasks will be completed. The Work Plan shall also include training and knowledge sharing with BMTS staff for all tasks.

Deliverables I:

- Project Work Plan

Task II: Evaluate Initial Dataset

The consultant is expected to use their expertise to systematically analyze the current condition of the model and anticipate the improvements required. BMTS will provide all information from the current model, model inputs, and the most recent household travel survey. This task may include identification of minor changes to the road network in the existing model.

Deliverables II:

- Memo summarizing the evaluation of existing data and anticipated data needs

Task III: Estimate Trip Distribution, Calibrate, and Validate the Model

The consultant is expected to analyze and update the model, including but not limited to: the roadway network, TAZs, trip generation, trip distribution, model calibration and validation. The consultant should analyze origin-destination pairs and incorporate the data from the Household Travel Survey completed in 2018 into the model. The Consultant shall work closely with the BMTS central staff to develop a baseline

current year transportation network. The Consultant will validate the model using readily available information, including traffic counts provided by BMTS.

Deliverables III:

- Develop a current year baseline transportation network

Task IV: Training

The consultant shall instruct BMTS staff on travel demand modeling. BMTS expects the consultant to provide multiple training sessions on PTV Visum software, the basics of running the TDM, and how to complete common TDM tasks.

Training must utilize the PTV Visum software and should focus on knowledge transfer of the tasks completed by the consultant as well as other common tasks. Training should include written instructions on how to complete modeling procedures. Training topics could include but are not limited to: model assumptions, model inputs, general operability of the model, incorporating external trip generation into the model, editing attributes, modeling procedure sequence, assessing project impacts, scenario development, demand and skim matrices, model validation and reasonableness checks, displaying and exporting model results, and GIS compatibility. BMTS expects to work with the consultant on scoping the training during the agreement period.

The consultant shall propose a training plan that includes topics and a schedule. The consultant is responsible for organizing the trainings.

Deliverables IV:

- Training Plan
- Written instructional guide

Task V: Assist on an “As-Needed” Basis

BMTS receives TDM requests to assist in local projects. These projects are often NYSDOT or local government transportation projects, or private development projects that BMTS or other local governments are reviewing that the TDM can assist in analyzing. At the discretion of BMTS staff, the on-call consultant shall complete and/or guide the BMTS staff with modeling requests. BMTS expects the consultant to provide assistance as necessary for minor requests approximately 3-4 times within the contract year. An example of a minor request would be to provide future year traffic projections associated with the potential removal of a traffic signal along a roadway.

Task VI: Scope Potential Future Modeling Activities

BMTS is interested in an initial assessment of the potential areas to consider for expanding travel demand modeling in the future. These capabilities could include:

- Developing a future year model
- Developing additional time-of-day models
- Developing an aggregated activity/tour-based model
- Modeling non-automotive modes
- Expanding the geographic area covered by the model
- Incorporating transit trips into the model

The Consultant should provide an initial assessment of the potential components for future modeling expansion to consider at BMTS: what would be required for identified future modeling components, typical uses of new model components, and an estimated cost range and/or timeframe required for each.

Deliverables VI:

- Assessment memo with potential future modeling activities

Task VII: Model Documentation

Documentation of the travel demand model must be prepared prior to the completion of the model. Documentation shall be thorough and provide replicable procedures and inputs used to update, calibrate, and validate the model.

Deliverables VII:

- Final model documentation

IV. PROPOSAL FORMAT AND CONTENTS

For the purposes of evaluation, the proposal shall be submitted in two parts. Part 1 shall consist of the Technical and Management submittal. Part 2 is the Cost and Contract submittal. Each part of the proposal must be completed separately so that the evaluation of both parts can be accomplished independently and concurrently. The Technical and Management submittal will be evaluated strictly based on its merits. Cost information shall not be included in the Part 1 submittal.

The proposal should follow the format listed below:

A. Part I: Technical and Management Submittal

1. Title page, indicating:

Name, address, telephone, and e-mail address of the proposer, including a contact person.

2. Table of contents

3. Narrative description

Provide a discussion of the important aspects of the proposed effort as well as any insights about the project. Include enough substantive discussion to demonstrate an understanding of the BMTS's project objectives and familiarity with the subject matter.

4. Approach, Scope of Services, and Schedule

(a) Approach

Describe the proposed approach and methodology for performing the work described in Section III, and how your approach will accomplish the project objectives. This description should be at a sufficient level of detail to allow full evaluation.

(b) Scope of Services

Provide a Scope of Services, which describes how each task will be completed. Your proposal must reflect the work tasks described in Section III but may propose alternate approaches that you believe will improve the ability of the project to meet its objectives. BMTS wishes to allow flexibility for the ideas, initiative approach, and creativity of the proposer. The proposer must fully explain and justify their approach, however, if significant departures from the general scope are recommended.

(c) Schedule

Include a schedule for completion of the project showing the duration of each task. The proposal shall incorporate sufficient time in the schedule for the review of each deliverable.

5. Organization and Staffing

Enumerate all sub-consultants that comprise the project team, including contact information for each.

Provide an organizational chart for the project showing the names of the project manager and key personnel (including those from subconsultants). If subconsultants are to be used, explain the specific need for the expertise and describe the arrangements.

Include a chart documenting an estimate of total effort hours contributed by each of the key personnel to each task and an estimate of total effort hours for each task.

Describe the level of interaction anticipated with BMTS Central Staff.

6. Experience

The qualifications and prior experience of the proposer are of great importance to BMTS. This is true both for the firm(s) involved, and for the key personnel assigned to the project.

Provide a list of clients for whom relevant work has been conducted, a description of the task and the personnel assigned to it, and a contact person/contact information for each.

B. Part II: Cost and Contract Submittal

Part II of the proposal consists of two sections, (a) a cost proposal which specifies a lump sum fee for performing the work in the scope of services and (b) the contract section which specifies the proposer's acceptance of (or request for deviation from) the terms and conditions contained in the Broome County Standard Consultant Agreement, included as Exhibit A to this solicitation. Each cost and contract proposal should contain the following elements:

1. Salaries

A salary schedule will list descriptive job titles for the staff to be assigned to this project and their present hourly rate. The schedule should be prepared to distinguish anticipated assignment by project section/task.

2. Non-Salary Costs

A direct non-salary cost schedule shall list by task number the items of direct non-salary costs (out-of-pocket expenses) expected to be incurred in the performance of the project. Travel and meal reimbursements shall be limited to the prevailing maximum rates established by the State Comptroller. These rates and their criteria for use are presented in the NYSDOT Consultant Instruction available on the New York State Department of Transportation website at <https://goer.ny.gov/vendor-info/Travel-Consultant-Policy-10.1.16-9.30.17.pdf> Subconsultant costs (if any) should be shown in the schedule. On separate sheets, explain each item with all factors leading to the derivations of the cost.

3. Summary

A final schedule will summarize the direct labor, direct non-salary costs, applied overhead costs, fee and total price for each task and the entire project.

4. Method of Payment

Payments will be made in response to invoices which may be submitted monthly. The final payment will become due and payable upon acceptance of the project by BMTS on behalf of Broome County, and Release of Claim by the Consultant.

5. Contract Proposal

BMTS is housed through a contractual relationship with Broome County Government. The offeror shall specifically state its acceptance of all terms and conditions contained in the Agreement included as an attachment to this request for proposals. If unable or unwilling to indicate such acceptance, the offeror shall identify and explain any exceptions or deviations taken with respect to the terms and conditions contained in the Agreement.

The successful proposer shall provide evidence of insurance coverage in conformance with the attached document entitled "Risk Management & Insurance Specifications".

6. Minority/Woman-Owned/Disadvantaged Business Enterprise Status

Indicate whether you (or any subconsultant) have status as a certified minority/woman-owned/disadvantaged business enterprise in New York State.

7. Federal Identification Number

Provide the Federal Identification Number of your firm/organization.

V. CRITERIA FOR EVALUATION OF PROPOSALS

A. General

Proposals will be evaluated based on the technical, cost, and programmatic criteria shown below.

EVALUATION CRITERIA	WEIGHT
Approach/Scope of Services	0.30
Staff Qualifications	0.25
Experience of Firm	0.25
References	0.10
Cost	0.10

Only proposals determined to be technically competitive will be considered further and will have their cost proposals included in the selection process.

B. Technical and Management

The technical and management proposal will be scored. The major evaluation criteria are listed in descending order of importance.

1. Quality of Proposal, Approach, Scope of Services
 - Degree to which proposal reflects an understanding and comprehension of the project scope and objectives.
 - Quality and reasonableness of approach and methodology for performing each task in the scope of services; extent to which such approach(es) will accomplish project objectives; comprehensiveness of proposed scope of services.
2. Experience, Organization and Staffing
 - Quality, extent and relevance of experience, education, and training of proposed key personnel.
 - Quality, extent, and relevance of current and prior experience of the firm and subconsultants, if any in the areas of sign design standards and sign plans.
 - Quality project organization; reasonableness of staff/task allocations for each task and total effort.

C. Cost and Contract

The cost and contract proposal will be evaluated to determine:

1. The realm of the proposed price relative to the requirements of the scope of services.
2. The reasonableness of salary and non-salary cost elements, including overhead fee.
3. The relationship of exception(s) taken to the terms and conditions of the standard contract agreement.

D. Programmatic

The following programmatic consideration, while not indicative of a proposal's individual merit (e.g., technical excellence, proposer's ability, etc.), will be relevant to the process of selecting project(s) that will best achieve the overall goals of the BMTS.

1. Disadvantaged/Minority/Women-owned Business Enterprises. Broome County encourages the participation of certified Disadvantaged/Minority/Women-owned Business Enterprises in its contracting program.

VI. ADMINISTRATIVE SPECIFICATIONS

A. Proposal Submission

- 1(a). The proposal shall be signed by an official authorized to bind the offeror and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The proposal shall also provide the following information:
- 1(b). Name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the offeror and also who may be contacted during the period of proposal evaluation. Respondents shall submit proposals in accordance with the **INSTRUCTIONS TO BIDDERS** provided with this RFP solicitation.

B. The BMTS's Rights to Proposals

All proposals, upon submission to the BMTS shall become its property for use as deemed appropriate. By submitting a proposal, the offeror covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information. The BMTS has the following prerogatives with regard to proposals submitted:

- to accept or reject any or all proposals;
- to correct any arithmetic errors in any or all proposals submitted;
- to utilize any or all the ideas from proposals submitted;
- to change the proposal's due date upon appropriate notification;
- to adopt any or all of an offeror's proposal;
- to negotiate modifications to the scope and fee with selected offeror prior to contract award.

C. Affirmative Action Considerations

The BMTS desires to foster and promote the participation of disadvantaged, minority and women-owned business enterprises in its contracting program. Further, BMTS prohibits discrimination in its programs, or by its contractors. Accordingly, such enterprises are encouraged to consider submitting proposals in response to this solicitation and should be encouraged by other proposers to submit subcontract proposals for those portions, which may be performed by subcontract.

A directory of disadvantaged business enterprises is available from:

New York State Department of Economic Development Minority and Women's Business
Development Division: (518) 474-6346

and

New York State Department of Transportation
Office of Equal Opportunity Development and Compliance: (518) 457-1134

Proposers located in foreign countries are hereby notified that the BMTS may seek to obtain and assign or otherwise transfer offset credits created by this procurement contract to third parties located in New York State. The successful consultant(s) shall agree to cooperate with the BMTS in efforts to get foreign countries to recognize offset credits created by this procurement effort.

D. Notification of Award

Award shall be made to the offeror or offerors whose proposal(s) in the Selection Committee's judgement represents the best response to perform the required work, with the award being contingent on successfully negotiating cost and contract terms. At the conclusion of the evaluation period, all proposers will be advised in writing of their status under the solicitation. However, it is expressly understood that this Request for Proposals does not commit the BMTS to award a contract, pay any costs incurred in the preparation of a proposal to this request, or to procure or contract services or supplies.

The contracting entity shall be Broome County Government, and as such the award and contract must be approved by the Broome County Legislature. As such, the BMTS shall have no obligation or liability whatsoever to the vendor selected as a result of this solicitation unless and until a contract satisfactory to the BMTS and Broome County is executed by the vendor and all necessary officials.

E. Inquiries and Information

All questions concerning this solicitation must be directed to Jennifer Yonkoski, Executive Director of BMTS at (607) 778-2443; fax (607) 778-6051; e-mail bmts@broomecounty.us. Please copy all written questions to Robin Laabs, Director, Broome County Purchasing Division, Robin.Laabs@Broomecounty.us.

Written inquiries should be sent to:

Ms. Jennifer Yonkoski, Director
Binghamton Metropolitan Transportation Study
5th Floor, Broome County Office Building
P.O. Box 1766
60 Hawley Street
Binghamton, NY 13902-1766

Inquiries of a substantive nature and the response may be shared with all potential proposers.

AGREEMENT

CA

THIS AGREEMENT, made this day of , 2016, by and between the COUNTY OF BROOME, a municipal corporation duly organized and existing under the laws of the State of New York and having offices at the Broome County Office Building, Government Plaza, Binghamton, New York 13902 (hereinafter "County"), and (hereinafter "Consultant").

WITNESSETH:

WHEREAS, the Broome County Legislature, by Permanent Resolution No. duly adopted on , a copy of which is attached hereto and made a part hereof as Exhibit "A", authorized an agreement with Consultant for professional services in relation to ,

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the County and the Consultant do hereby agree as follows:

I. GENERAL

A. Definitions

(1) B.A.C. - As used in this Agreement, the term "B.A.C." shall refer to the Board of Acquisition and Contract as duly authorized and empowered by Article XII of the Administrative Code of Broome County.

(2) County - As used in this Agreement, the term "County" shall refer to the County of Broome located at the Broome County Office Building, Government Plaza, Binghamton, New York.

(3) Date of Execution - As used in this Agreement, the term "Date of Execution" shall refer to the date of execution of this Agreement and any subsequent modification of the terms, compensation or scope of services pertinent to unperformed work.

(4) "Consultant" - As used in this Agreement, the term "Consultant" shall refer to .

(5) Exhibit "A" - The term "Exhibit 'A'" as used in this Agreement shall refer to Permanent Resolution No. adopted by the County of Broome on . Such Resolution is attached hereto and made a part hereof.

(6) Exhibit "B" - The term "Exhibit 'B'" as used in this Agreement shall refer to the

EXHIBIT A

Proposal submitted by the Consultant and approved by the County, consisting of Fee Schedule, Detailed Scope of Work and Estimated Reimbursable Expenses. Such Exhibit "B" is attached hereto and incorporated herein. Should there be any inconsistency between this Agreement and Exhibit "B", the terms of this Agreement shall govern.

(7) Exhibit "C" - The term "Exhibit 'C'" as used in this `Agreement shall refer to the "Contract Insurance Specifications". Such Exhibit "C" is attached hereto and made a part hereof.

(8) Project - As used in this Agreement, the term "Project" shall refer to .

B. Captions

The titles or captions of articles and paragraphs of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof or of the Agreement or in any way affect the Agreement.

C. Nomenclature

Materials, equipment, methodologies or other work described in words which have a well-known, technical or trade meaning shall be interpreted as having such meaning in connection with this Agreement.

D. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid, and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto.

In the event of any conflict between any part or parts of the Consultant's Proposal attached hereto, marked Exhibit "B", and the terms and conditions of this Agreement, it is understood and agreed that the terms and conditions of this Agreement shall control.

E. Successors and Assigns

This Agreement shall bind the successors, assigns, and representatives of the parties hereto. The Consultant shall not assign any right or interest in this Agreement or delegate, sublet or transfer any obligation hereunder without the written permission of the County and any attempted assignment or delegation without written permission shall be wholly void and totally ineffective for all purposes.

EXHIBIT A

In case of the death or disability of one or more but not all of the principals and/or partners of the Consultant the rights and duties of the Consultant shall, at the election of the County, devolve upon the survivor or survivors of them who shall be obligated.

F. Invalid Provisions

If any term or provision of this Agreement or the application thereof to any agency, person, firm or corporation or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement, or the application of such terms or provisions to agencies, persons, firms or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

G. Notices

Any written notice required hereunder shall be deemed properly given, delivered and service thereof completed when said notice is deposited in any Post Office or Post Office Box in a post-paid envelope properly addressed or when said notice is sent by telegram or when said notice is delivered in person to the party to whom it is addressed or their authorized representatives, the addresses of the County and the Consultant set forth in the beginning of this Agreement shall be deemed the place to which written notice to them shall be directed; provided, however, that any such party or parties may by written notice to the others given pursuant to this paragraph designate a different address to which notices to it shall be directed or designate the name and address of another person, firm or corporation to whom notices to it may be directed.

II. RESPONSIBILITY OF THE CONSULTANT

A. The Consultant shall be responsible for the quality, technical accuracy, timely completion, and the coordination of all plans, studies, designs, drawings, specifications, reports and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its plans, studies, designs, drawings, specifications, reports and other services.

The plans, drawings, specifications, reports, renderings, models and other documents prepared and furnished by the Consultant shall become the property of the County.

B. The Consultant shall perform such services as may be necessary to accomplish the

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work required to be performed under this Agreement, in accordance with this Agreement and applicable County requirements in effect on the date of execution of this Agreement. All documents including drawings and specifications prepared by the Consultant pursuant to this Agreement are instruments of service in respect of the project. These documents, excluding "as-built" drawings and specifications, are not intended or represented to be suitable for use or reuse by County or others on extensions of the project or on any other project. Any reuse for other than that specific purpose intended will be at the County's sole risk and without liability or legal exposure to Consultant. Consultant shall not be responsible for any claims, damages, losses and expenses including attorneys' fees arising out of or resulting from any unauthorized reuse or purpose.

C. Approval by the County of plans, studies, designs, specifications, reports, and incidental work furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of its work. The County's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. The Consultant shall be and remain liable in accordance with applicable law for all damages to the County to the extent caused by the Consultant's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the County, County-furnished data or any third party employed by the County to provide said services to the Consultant. The Consultant shall not be responsible for any time delays in the project caused by circumstances beyond the Consultant's control.

E. In the event the bids of all qualified, responsible and reliable bidders for the construction of the project which is the subject of this Agreement are in excess of the project budget established as of the date the County advertises for construction bids, the Consultant, to the extent necessary in the judgment of the County, shall revise all or part of the drawings, specifications, or other work prepared by the Consultant to the extent necessary to bring the cost of the project within the project budget. Said services shall be performed on a time and materials basis in accordance with the attached Schedule of Fees. However, in the event the construction bids significantly exceed the project budget and the excess bid prices are a result of consultant's negligence in the preparation of the design plans or bid specifications, Consultant shall revise, correct or modify that portion of

the work with no additional cost to the County.

F. Consultant shall render professional assistance to the County in any claims, proceedings, actions, arbitration or litigation arising out of Consultant's services except where the respective interests of the County and the Consultant shall conflict.

III. COUNTY RESPONSIBILITY

The County shall:

- A. Provide full information as to its requirements for this project.
- B. Assist the Consultant by placing at its disposal all available information pertaining to the project including previous reports and any other data relative to the completion of the project.
- C. Furnish the Consultant, as appropriate, property boundary, right of way, topographic and utility surveys and any other similar reports which it may have in its possession.
- D. Guarantee access to any appropriate properties for any studies which the Consultant deems necessary.
- E. Designate, in writing, the person to act as the County's representative with respect to work to be performed under this Agreement.
- F. Give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any defect in the project.

IV. ADMINISTRATION

A. Claims and Disputes

(1) If the Consultant claims (I) that any work it has been ordered to do is outside the scope of services, or (ii) that it has performed or is going to perform outside the scope of services, or (iii) that any action or omission of the County is contrary to the terms and provisions of this Agreement, it shall, within five (5) working days after being ordered to perform the work claimed by it to be revised work, or within five (5) working days after the act or omission to act by the County complained of, request consultation with the _____ of the County regarding such complaint. Within five (5) working days after receipt of such request the said _____ shall meet with the Consultant for the purpose of negotiating, in good faith, changes, if any be required, in the scope of services or compensation, or other resolution of Contractor's complaint. If, as a result of such consultation the Consultant and the _____ agree to changes in the scope of services or compensation required under

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this Agreement, such changes shall be made in accordance with Paragraph B of this Article. In the event that the Consultant and the are unable to agree on any changes in the scope of services or compensation required under this Agreement, or such other resolution of Consultant's complaint as may be mutually acceptable to the parties, Consultant shall:

- (a) Promptly comply with such order;
- (b) File with the County, within thirty (30) working days after being ordered to perform the work claimed by it to be revised work or within thirty (30) working days after commencing performance of the revised work, whichever date shall be earlier, or within thirty (30) working days after the said action or omission on the part of the County occurred, a written notice of the basis of its claim and request a determination thereof;
- (c) File with the County, within thirty (30) working days after said alleged revised work was required to be performed or said alleged revised work was commenced, whichever date shall be earlier, or said alleged action or omission by the County occurred, a verified detailed statement, with documentary evidence, of the items and basis of its claim;
- (d) Produce for the County's examination, upon notice from the County, all its books of account, bills, invoices, payrolls, subcontracts, time books, progress records, daily reports, bank deposit books, bank statements, checkbooks and canceled checks, showing all of its actions and transactions in connection with or relating to or arising by reason of his claim, and submit itself and persons in its employ and in its subcontractor's employ, if appropriate, for examination under oath by any person designated by the County to investigate any claims made against the County under this Agreement, such examination to be made at the offices of the County; and
- (e) Proceed diligently, pending and subsequent to the determination of the County with respect to any such disputed matter, with the performance of this Agreement and in accordance with all instructions of the County.

(2) The Consultant's failure to comply with any or all parts of Subparagraph (1) of this Paragraph shall be deemed to be:

- (a) A conclusive and binding determination on its part that said order, work, action or omission does not involve revised work and it is not contrary to the terms and provisions of this Agreement; and

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(b) A waiver by the Consultant of all claims for additional compensation or damages as a result of said order, work, action or omission. The provisions of Subparagraph (1) of this Paragraph are for the purpose of enabling the County to avoid waste of public funds by affording it promptly the opportunity to cancel or revise any work, change its plans, mitigate or remedy the effects or circumstances giving rise to a claim or take such other action as may seem desirable and to verify any claimed expenses or circumstances as they occur. Compliance with such provisions is essential whether or not the County is aware of the circumstances of any work or other circumstances which might constitute a basis for a claim and whether or not the County has indicated it will consider a claim in connection therewith.

(3) No person has power to waive or modify any of the foregoing provisions and in any action against the County to recover the sum certified by the County to be due under or by reason of this Agreement, the Consultant must allege in its complaint and prove at trial compliance with the provisions of this section.

(4) Nothing contained in this section shall in any way affect the County's right to obtain an examination before trial or a discovery and inspection in any action that might be instituted by or against the County.

B. Revision of Scope of Work

(1) The County may, at any time, by written order, make changes within the general scope of this Agreement and the services for work to be performed. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Any claim of the Consultant for adjustment under this clause must be asserted in writing in accordance with Paragraphs A of this Article, and subject to Article VII, Paragraph C below.

(2) No services for which an additional compensation will be charged by the Consultant shall be furnished without the written authorization of the County.

C. Acceptability of Work

The County shall, in all cases, determine the amount, quality, acceptability, and fitness of the work being performed hereunder and shall determine every question which may arise

relative to the fulfillment of this Agreement on the part of the Consultant and the decision shall be final, conclusive, and binding upon the Consultant, except that if such decision is arbitrary or capricious, the Consultant may have such decision reviewed by a competent court of jurisdiction within the State of New York.

D. Orders for Change, Revision, Termination and Compensation

All orders to the Consultant directing changes in the project, revisions within the scope of services, termination of the project, regular payments upon the project, and payments representing increases or decreases in compensation due to changes, revisions or termination shall be made by the County through its duly authorized .

E. Supervision

Supervision of the progress of this work shall be conducted by the County through its duly authorized representative of the . It is understood and agreed that any act required to be undertaken or done by the under the terms of this agreement may be undertaken or done by his duly authorized representative.

V. SCOPE OF SERVICES

The services to be rendered under this Agreement shall include all of those professional services necessary for .

All work on this project and all phases of such work shall be performed in accordance with the detailed description of such phases and work as contained in the "Proposal" of the Consultant attached to this Agreement as Exhibit "B". All statements and conditions stated in that Proposal shall apply and be part of this Agreement, provided, however, that in the event of any conflict between any part or parts of said Proposal and the terms and conditions of this Agreement, it is understood and agreed that the terms and conditions of this Agreement shall control.

VI. TIME OF PERFORMANCE

A. Date of Commencement and Time of Completion

The term of this Agreement shall be from

B. Best Efforts

The Consultant acknowledges that the services to be performed are essential to the effective operation of the County, and that, therefore, the Consultant will exercise its best efforts to complete

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the services called for under this Agreement in the minimum time possible, and within the time specified in such work orders as may be issued by the County to the Consultant. In the event that the Consultant for good cause shown cannot complete the services for a particular task or phase within the time agreed to, the Consultant shall make a written request to the County, in accordance with Paragraph D below.

C. Notice of Conditions Causing Delay

(1) Within five (5) working days after the commencement of any condition which is causing or may cause delay in completion, the Consultant shall notify the County in writing of the effect, if any, of such condition upon the time progress schedule, and shall state why and in what respects, if any, the condition is causing or may cause such delay.

(2) Failure to strictly comply with this requirement may, in the discretion of the County, be deemed sufficient cause to deny any extension of time on account of delay in completion arising out of or resulting from any change, extra work, suspension, or other condition.

D. Extension of Time

(1) An extension or extensions of time for the completion of the work may be granted by the County subject to the provisions of this section, but only upon written application therefor by the Consultant to the County.

(2) An application for an extension of time shall set forth in detail the source and nature of each alleged cause of delay in the completion of the work, the date upon which each such cause of delay began, ended, or will end, and the number of days delay attributable to each of such causes. Such application shall be submitted prior to completion of the work.

(3) If such an application is made, the Consultant shall be entitled to an extension of time for delay and completion of the work caused solely:

(a) By the acts or omissions of the County, its officers, agents or employees; or

(b) By unforeseeable supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, Acts of God or the public enemy, war or other national emergency making performance temporarily impossible, illegal, or strikes or labor disputes).

(4) The Consultant shall, however, be entitled to an extension of time for such causes only for the number of calendar days of delay which the County may determine to be due solely to

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such causes, and then only if the Consultant shall have strictly complied with all the requirements of this Paragraph and Paragraph D above. The County shall make such determination within thirty (30) calendar days after receipt of the Consultant's application for an extension of time; provided, however, said application complies with the requirements of this Paragraph.

(5) The Consultant shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the work as determined by the County, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault, or omission of the Consultant or of its subcontractor, if any, and would of itself (irrespective of the concurrent causes) have delayed the work, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

(6) The granting of an application for an extension of time for causes of delay other than those herein referred to shall be entirely within the discretion of the County.

E. Delay Claims

Consultant represents and warrants that the provisions herein contained for extension of time are fair and adequate and that Consultant has had an opportunity to make provision for any and all delays within the contemplation of the parties. Accordingly, it is understood and agreed that Consultant shall not have or assert any claim for damages, or prosecute any suit, action, cause of action, arbitration claim or other proceeding against the County for such damages arising from any delay or hindrance in the completion of the work called for in this Agreement due to any act or omission on the part of the County, its agents, servants and employees, or otherwise.

VII. SCHEDULE OF PAYMENTS

A. Amount of Compensation

For the faithful performance of the work of this Agreement and its acceptance by the County, the County shall pay to the Consultant an amount not to exceed (\$). This fee includes, but is not limited to, compensation for professional, technical and non-technical personnel time, equipment, materials, insurance, travel expenses, overhead and any other expenses, including reimbursable expenses, which the Consultant incurs during the performance of said work.

B. Method of Payment

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(1). Payment shall be made in the following manner: The Consultant shall, once in each month on such date as the County may fix, submit to the County a requisition for payment for that work which was performed during the preceding month, and the Consultant shall compute the value thereof based on the Consultant's personnel costs computed at the Consultant's standard hourly rates (including the Consultant's standard multiplier for overhead), plus reasonable and necessary expenses incurred. Expenses for which a payment may be requisitioned shall include only the following: Travel by Consultant's officers and employees and fees paid to subcontractors. The quantity of work done and the value thereof as indicated in the requisition for payment shall be subject to verification by the County. Upon verification by the County of the quantity of work done and the value thereof, the County shall pay to the Consultant 100% of all monies due.

(2) The Consultant shall submit monthly billings for reimbursable expenses incurred in the previous month. The Consultant shall supply the County with complete details of all reimbursable expenses. Upon verification by the County of the value of the reimbursable expenses, the County shall pay to the Consultant 100% of all monies due.

(3) Final payment for all services for which payment is made by lump sum fee, including retainage, shall be made upon completion of services, provided final payment for said services is authorized by BAC and, further provided, no lawful or proper direction given by the County or its representatives regarding said services remains uncomplied with. Prior to final payment for said services, or prior settlement upon termination of this Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the County a release of all claims against the County arising under and by virtue of this Agreement, other than such claims, if any, as may be specifically reserved by the Consultant from the operation of the release in stated amounts to be set forth therein.

C. Appropriations Clause

It is understood and agreed that the County shall be obligated to pay to the Consultant the compensation herein provided only to the extent that a lawful appropriation has been made for such purpose by resolution of the Broome County Legislature. It is further understood and agreed that Consultant shall have no claim, right, action or cause of action for specific performance or for damages by reason of the failure of the said Broome County Legislature to make an appropriation

to carry out the purposes of this Agreement.

D. Value of Revisions of Work

(1) The amount by which the Agreement consideration is to be increased or decreased by any revision shall be determined by the County by one or more of the following methods:

(a) By accepting an amount agreed upon by the parties; or

(b) By estimating the fair and reasonable cost of (1) labor, including all wages, required wage supplements and insurance required by law (Workers' Compensation, Social Security, Disability, Unemployment, etc.) employed pursuant to the work; (2) reasonable and necessary technical subcontractors;

(c) By determining the actual cost of the revision in the same manner as in the above Subdivision "b" except that actual costs of the Consultant shall be utilized in lieu of estimated costs, the County shall have the option to utilize this method, provided it notifies the Consultant of its intent to do so prior to the time the Consultant commences performance of such revision.

(2) Irrespective of the method used or to be used by the County in determining the value of a revision, the Consultant within thirty (30) working days after a request for the same, must submit to the County a detailed breakdown of the Consultant's estimate of the value of the revision.

(3) Unless otherwise specifically provided for in a revision, the compensation specified therein for revised work includes full payment for both the revised work covered thereby and for any damage or expense caused the Consultant by any delays to other work to be done under this Contract resulting from or on account of said revised work, and the Consultant waives all rights to any other compensation for said revised work, damage or expense.

E. Limitation of Actions

(1) No action or proceeding shall lie or be maintained by the Consultant or anyone claiming under or through the Consultant against the County upon any claim arising out of or based upon this Agreement or any breach hereof or by reason of any act or omission or requirement of the County or its officers, agents, servants or employees, unless:

(a) Such action or proceeding is instituted in a court of competent jurisdiction in the State of New York; and

(b) The Consultant or the person claiming under or through it shall have strictly complied

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with all requirements relating to the giving of notices and information with respect to such claim; and

(c) Such action or proceeding shall be commenced within one (1) year after the submission to the County of the final application for payment or, if the claim is based upon monies retained for any period after the date of the final application for payment, such action is commenced within six (6) months after such monies become due and payable under the terms of this Agreement; or

(d) If this Agreement is terminated or the Consultant declared in default by the County, such action is commenced within six (6) months after the date of such termination or declaration of default by the County.

(2) Notwithstanding anything in the laws of the State of New York to the contrary, the Consultant or anyone claiming under or through the Consultant, shall not be entitled to any additional time to begin anew any other action if an action commenced within the times herein specified be dismissed or discontinued for any reason whatsoever.

(3) No Estoppel or Waiver

(a) The County shall not be precluded or estopped by an inspection, acceptance, application for payment, final or otherwise, issued or made under this Agreement or otherwise issued or made by it, or any officer, agent or employee of the County, from showing at any time the true amount and character of the work performed, or from showing that any such inspection, acceptance, application or payment or payments is incorrect, or was improperly issued or made; and the County shall not be precluded or estopped, notwithstanding any such inspection, acceptance, application for payment or payments, from recovering from the Consultant any damages which it may sustain by reason of any monies which may be paid to it or for its account in excess of those to which it is lawfully entitled.

(b) Neither the acceptance of all or any part of the work covered by this Agreement, nor any payment therefor, nor any order or application for payment issued under this Agreement or by the County, nor any permission or direction to continue with the performance of this Agreement before or after its specified completion date, nor any performance by the County of any of the Consultant's duties or obligations, nor any aid lent to the Consultant by the County in its performance of such duties or obligations, nor any delay or omission by the County to exercise a right or remedy accruing to it under the terms of this Agreement or existing at law or in equity or by statute or otherwise, nor

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any other thing done or omitted to be done by the County, its officers, agents, or employees, shall be deemed to be a release to the Consultant or its sureties, if any, from any obligations, liabilities, or undertakings in connection with this Agreement or a waiver of any provision of this Agreement or of any rights or remedies to which the County may be entitled because of any breach thereof, excepting only a written instrument expressly providing for such release or waiver. No termination, revision or annulment hereof, in whole or as to any part of this Agreement, because of any breach hereof, shall be deemed a waiver of any money damages to which the County may be entitled because of such breach. No waiver by the County of any breach of this Agreement shall be deemed to be a waiver of any other or any subsequent breach.

VIII. TERMINATION

A. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party: Provided, that no such termination may be effected unless the other party is given (1) not less than seven (7) calendar days written notice (delivered by certified or registered mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

B. This Agreement may be terminated in whole or in part in writing by the County for its convenience: Provided, that such termination is for good cause and that the Consultant is given (1) not less than seven (7) calendar days written notice (delivered by certified or registered mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. It is understood and agreed that the failure of the Broome County Legislature to make a lawful appropriation for the purposes provided herein shall be construed as termination of this Agreement for the convenience of the County.

C. If termination for default is effected by the County, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profits on unperformed services or other work; and (2) any payment due to the Consultant at the time of termination may be adjusted to the extent of any additional costs occasioned to the County by reason of the Consultant's default. If termination for default is effected by the Consultant, or if termination for convenience is effected by the County, the equitable adjustment shall include

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a reasonable profit for services for other work performed. The equitable adjustment for any termination shall provide for payment to the Consultant for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Consultant relating to commitments which have become firm prior to the termination.

D. Upon termination pursuant to Paragraph A or B above, the County may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any work taken over by the County for completion will be completed at the County's risk, and the County will hold harmless the Consultant from all claims and damages arising out of improper use of the Consultant's work.

E. If, after termination for failure of the Consultant to fulfill contractual obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the County. In such event, adjustment for the price provided for in this Agreement shall be made as provided in Paragraph C of this article.

F. The County may postpone, delay, suspend, or abandon all or part of the project: Provided, that no such postponement, delay, suspension or abandonment may be effected unless the County gives the Consultant (1) not less than seven (7) calendar days written notice (delivered by certified or registered mail, return receipt requested) of its intention, and (2) an opportunity for consultation with the County prior to postponement, delay, suspension or abandonment. If such postponement, delay, suspension or abandonment is effected by the County after commencement of the Consultant's performance of services hereunder, an equitable adjustment in the price provided for in this Agreement shall be made as if the Agreement had been terminated by the County for its convenience. If, after a substantial lapse of time, the County directs the resumption of performance of services by the Consultant, the Consultant if it is caused to do extra work which it would not have otherwise had to do, will be entitled to an equitable adjustment to be made in accordance with Paragraph D of Article VII of this Agreement.

G. Upon receipt of a notice pursuant to Paragraphs A, B, or F above, the Consultant shall (1) promptly discontinue all services effected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the County all data, plans, studies, drawings, specifications, reports, estimates, summaries and such other information as may have been accumulated by the

Consultant in performing this Agreement, whether completed or in process.

H. In the event that after commencement of work by the Consultant, it is discovered or determined by a qualified industrial hygienist employed by the County that the project site or any improvements thereon contain asbestos in an amount greater than that permitted by the then existing and applicable federal, state and municipal standards, guidelines and restrictions governing such project location and any and all improvements thereon, the Consultant may suspend work requiring its presence at the project site. The Consultant shall immediately notify the County of such suspension. Upon receipt of said notice, the County may direct the Consultant to suspend all work, regardless of whether the presence of the Consultant at the project site is required for said services. Said suspension of services, whether in whole or in part, shall continue until such time that it is determined by a qualified industrial hygienist employed by the County that the project site and any and all improvements thereon contain asbestos in an amount no greater than that permitted by then existing and applicable federal, state and municipal standards, guidelines and restrictions governing such project locations in any and all improvements thereon. The cost of testing for the presence of asbestos shall be borne by the County. The County shall undertake to employ a qualified industrial hygienist.

A suspension under the provisions of this subparagraph shall be grounds for and entitlement to an extension of time only for the number of calendar days of delay which the County may determine to be due solely to such cause.

If such suspension continues for a period in excess of 180 days, the Consultant may, at its option, deem the Agreement to have been terminated by the County for its convenience and, an equitable adjustment in the price provided for in this Agreement shall be made as if the Agreement had been terminated by the County for its convenience. If such suspension continues for a period of ninety (90) days or less, the Consultant's sole remedy shall be for an extension of time pursuant to this Agreement. If, after a suspension exceeding ninety (90) days, the County directs the resumption of performance of services by the Consultant, the Consultant, if it is caused to do extra work which it would not have otherwise had to do will be entitled to an equitable adjustment to be made in accordance with paragraph C of Article VII of this Agreement.

IX. PROVISIONS REQUIRED BY LAW

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Each and every provision required by law to be inserted in the Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein and in the event any such provision is not inserted or is not correctly inserted, then, upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

X. INSURANCE

Acceptance and execution of this Agreement by the County is expressly conditioned upon compliance by the Consultant with the insurance requirements attached hereto as Exhibit “C”.

XI. ATTORNEY'S FEES

The Consultant shall be responsible for and will pay to the County all reasonable fees and attorney's fees in the event that:

- A. The Consultant breaches its duty to defend the County as set forth in Article XI herein;
- B. The Consultant brings an action against the County for an alleged breach of this Agreement and the Consultant fails to prevail in a litigation; or
- C. The County brings an action against the Consultant for an alleged breach of the Agreement and the County prevails in the litigation.

XII. COPYRIGHTS AND PATENTS

The Consultant shall defend actions or claims charging infringement of any copyright or patent by reason of the use of adoption of any plans, studies, designs, drawings or specifications supplied by it and shall hold harmless the County from any loss or damages resulting therefrom.

XIII. AUDIT; ACCESS TO RECORDS

The Consultant shall maintain books, records, documents and other evidence directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles and practices consistently applied and in effect on the date of execution of this Agreement.

XIV. CONTINGENT ON APPROVALS

The parties agree that the implementation of this contract shall be contingent upon appropriate and/or necessary approvals from appropriate offices of the State of New York and/or the United States Government, and shall be subject to the applicable orders, rules and regulations of said agency(ies).

EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the

day and year first above written.

COUNTY OF BROOME

By _____
JASON T. GARNAR
Broome County Executive

By _____

Title _____

STATE OF NEW YORK):
COUNTY OF BROOME):

On this day of in the year 2017, before me, the undersigned, a
notary public in and for said state, personally appeared Jason T. Garnar, personally known to me
or proved to me on the basis of satisfactory evidence to be the individual whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in his
capacity, and that by his signature on the instrument, the individual, or the person upon behalf of
which the individual acted, executed the instrument..

Notary Public

STATE OF NEW YORK):
COUNTY OF):

On this day of in the year 2017, before me, the undersigned, a
notary public in and for said state, 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

BROOME COUNTY
DIVISION OF PURCHASING
PROPOSAL SHEET
BINGHAMTON REGIONAL TRAVEL DEMAND MODELING ASSISTANCE

The undersigned proposes and offers to furnish and deliver for Broome County **BINGHAMTON REGIONAL TRAVEL DEMAND MODELING ASSISTANCE** the specifications for which are attached. This proposal and offer is guaranteed to fulfill the minimum specifications as prepared by Broome County.

****** This submission constitutes a certification that no Broome County Officer or employee has any interest herein. In the event that any Broome County Officer or employee has any such interest, the full nature thereof shall be disclosed.

NAME OF COMPANY: _____

ADDRESS OF COMPANY: _____

NAME & TITLE OF
OFFICER OR PERSON
SIGNING THIS BID: _____

SIGNATURE:  _____

DATE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

800 NUMBER: _____

E-MAIL ADDRESS: _____

BIDDERS MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE.

BROOME COUNTY
DIVISION OF PURCHASING
COMPLIANCE STATEMENT
FOR

BINGHAMTON REGIONAL TRAVEL DEMAND MODELING ASSISTANCE

RESPONDENT'S COMPLIANCE STATEMENT:

Respondent hereby affirms their proposal is in compliance with and meets all of the requirements set forth in this RFP as outlined below:

SECTION	REQUIREMENTS	COMPLIANT	
		YES	NO
I	GENERAL DESCRIPTION		
II	PROJECT SCOPE AND MANAGEMENT		
III	SCOPE OF WORK		
IV	PROPOSAL FORMAT AND CONTENTS		
V	CRITERIA FOR EVALUATION OF PROPOSALS		
VI	ADMINISTRATIVE SPECIFICATIONS		
--	Attachments: All required documents have been completed accurately, signed and returned with proposal		

Respondents answering “NO” to compliance with the above are to address their specific non-compliance on a Variation and Justification sheet (see next page).

BIDDERS MUST SUBMIT THIS ORIGINAL SHEET WITH THE PROPOSAL FORMS.

**VARIATION AND JUSTIFICATION SHEET
BINGHAMTON REGIONAL TRAVEL DEMAND MODELING ASSISTANCE**

Respondent to address specific non-compliance with requirements below:

NON-COLLUSION BIDDING CERTIFICATE

BINGHAMTON REGIONAL TRAVEL DEMAND MODELING ASSISTANCE

NON-COLLUSIVE BIDDING CERTIFICATION:

"(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 knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

NAME OF COMPANY



SIGNATURE & TITLE OF SIGNER



NOTE:

A bid shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (a) (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

BIDDERS MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE.

IRANIAN ENERGY DIVESTMENT CERTIFICATION

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

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



(Signature)

Title

BIDDERS MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE.

ELECTION LAW STATEMENT:

I, _____ state that I am the _____ of
(Type or print name of individual) (Position)

_____. In the calendar year immediately preceding the date of this
(Vendor)

Statement, _____ has not made a contribution which exceeded
(Vendor)

the permitted thresholds (thresholds limits are available at the Broome County Board of

Elections) set forth in Article 14 of the Election Law of the State of New York.

Dated: _____



By: _____
(Signature of individual)

BIDDERS MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE.

GIFTS STATEMENT

Gifts signed statement: The County shall require a signed statement for any contract or agreement that requires formal bidding under the New York State General Municipal Law, the Broome County Charter or Local Law of Broome county that discloses all gifts given, if any, by the bidding professional business entity (the bidder) to any officer or employee of the County of Broome.

CERTIFICATION

I, _____ state that I am the _____ of
(Print or type name of individual) (Position)
_____. In the calendar year immediately preceding
(Vendor)

the date of this Statement, _____ has made the following gifts
(Vendor)

to Officers and / or Employees of the County of Broome:

Name of County Officer / Employee and item description	Value of Gift
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

(add additional sheets if necessary)

_____ I have not provided gifts to Officers or Employees of Broome County

Dated: _____



By: _____
(Signature of individual)

BIDDERS MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE.

INSURANCE ACKNOWLEDGEMENT

THE FOLLOWING INSURANCE ACKNOWLEDGEMENT MUST BE COMPLETED AND SIGNED AND SUBMITTED WITH BID EVEN IF THE BIDDER IS UNABLE TO PROVIDE THEIR CERTIFICATE OF INSURANCE WITH THEIR BID.

THE CERTIFICATE OF INSURANCE AND RELATED ENDORSEMENT MUST STILL BE PROVIDED PRIOR TO THE ISSUANCE OF A CONTRACT OR PURCHASE ORDER.

The _____, if a successful bidder, agrees to provide
(Company Name)
an insurance certificate w/endorsement, in compliance with the insurance requirements set forth
in this bid:

**BID TITLE: BINGHAMTON REGIONAL TRAVEL DEMAND MODELING
ASSISTANCE**

Authorized Signature



Name & Title of
Authorized Signer: _____

Dated: _____

Insurance Agency: _____

Address of Agency: _____

Contact Person
at Agency: _____

Phone Number
of Agency: _____

BIDDERS MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

BROOME COUNTY
DIVISION OF PURCHASING
BIDDERS' CHECK LIST

	YES	NO
1. I have read ALL of the instructions and specifications.	_____	_____
2. I have filled in ALL of the blank spaces.	_____	_____
3. I have furnished, IN DUPLICATE , all required information, if applicable (e.g. descriptive literature, MSDS, specifications,)	_____	_____
4. I am an officer of the company.	_____	_____
5. I have the <u>authority</u> to obligate my company under the laws of the State of New York.	_____	_____
6. I am returning the signed ORIGINAL (Check " Original " on Front), and a duplicate (Check " Duplicate " on Front) of the following:		
a.) Specifications;	_____	_____
b.) Proposal Sheet(s);	_____	_____
c.) Variation & Justification Sheet, if applicable;	_____	_____
d.) Non-Collusion Bidding Certificate;	_____	_____
e.) Iranian Energy Divestment Certification;	_____	_____
f.) Election Law Statement;	_____	_____
g.) Gifts Statement;	_____	_____
h.) Insurance Requirements Acknowledgement;	_____	_____
i.) Bidders' Checklist;	_____	_____
j.) W-9;	_____	_____
k.) Bid Bond; (if required)	_____	_____
l.) Samples when required	_____	_____
7. I have made copies for my records.	_____	_____
8. I have indicated the bid title and date on the sealed envelope.	_____	_____
9. If successful, the " insurance requirements certificate ", from an insurance company licensed to do business by New York State, will be <u>provided within ten working days after notification of the award.</u>	_____	_____
10. I have provided the necessary information for responsibility questions, if applicable (IN DUPLICATE)	_____	_____



SIGNATURE



DATE

NAME (TYPED OR PRINTED)

TITLE

COMPANY

NOTICE: All bids received that lack 1) a signed Proposal; 2) a Non-Collusive Bidding Certificate; 3) a Bid Bond / Check, when required, or 4) Samples when required, will be rejected as being non-responsive at the formal public bid opening. The County procurement officer/s or employees conducting the bid opening will document the non-responsiveness orally and in writing. The non-responsive bid will not be publicly read and will not be returned to the bidder.

BIDDERS MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE.

Risk Management & Insurance Specifications

Project Description or Contract Number	Training on software use/capabilities. Input data & update travel model, as needed travel modeling services.	
Date Issued	February 2, 2021	
Vendor name ("Contractor")	TBD	
County Department	BMTS	Jennifer Yonkoski

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

Part I. General Provisions

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
3. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Broome County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
4. Every required coverage type shall be "occurrence basis".
5. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).
6. All insurance certificates must be approved by the Office of Risk & Insurance Management. See section II for specific requirements regarding insurance proof.
7. The County reserves its right to request certified copies of any policy or endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-VII" or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Broome County may exercise any rights it has in law or equity, including but not limited to the following:
 - (a) immediate termination of the contract;
 - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
 - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Broome County shall be repaid upon demand, or at the County's option, may be offset against any monies due to the Contractor.

Part II. Required Insurance – Minimum coverage types and amounts

Coverage Type	Minimum Limits
<u>Commercial General Liability (CGL) including:</u> <input type="checkbox"/> Products & completed operations shall not be excluded. <input type="checkbox"/> Broome County shall be named additional insured. The additional insured endorsement for the insurance shall not contain any exclusion for bodily injury or property damage arising from completed operations. <input type="checkbox"/> Proof of additional insured coverage shall be evidenced through a carrier issued endorsement. (ISO CG 20 10 11 85 or equivalent)	\$1,000,000 / \$2,000,000 Per occurrence / minimum annual aggregate limit
<u>Automobile Liability (Comprehensive Form)</u> Must cover owned, non-owned and hired vehicles	\$1,000,000 Combined Single Limit
<u>Workers' Compensation and Employer's Liability See #3</u> <input type="checkbox"/> If you have no employees (sole proprietor) you may provide an affidavit of exemption. (CE-200) if the box to the left is checked	Statutory amount / \$100,000
<u>Disability Insurance See #4</u> <input type="checkbox"/> If you have no employees (sole proprietor) you may provide an affidavit of exemption. (CE-200) if the box to the left is checked	Statutory limits

1. **The certificate face shall:**
 - indicate coverage(s) (other than Workers' Compensation & Disability) & minimum amounts required in part II.1
 - provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an insurance limits reduction) unless **thirty (30) days** prior written notice has been given to the County Office of Risk & Insurance Management.
 - Disclose all policy exclusions
 - Disclose the amount of self-insured retention or deductibles.
 - Show Products & completed operation
2. **Proof of Workers' Compensation Coverage must be provided on NYS issued WCB form C-105.2 or U-26.3. Exemption should be provided on CE-200**
3. **Proof of Disability Coverage must be provided on NYS issued WCB form DB-120.1 or DB820/829 or DB-155. Exemption should be provided on CE-200**
4. **The Additional Insured & Certificate Holder should read:**
 County of Broome
Attn: Office of Risk & Insurance Management
 PO Box 1766
 Binghamton, NY 13902-1766

Part III Defense and Indemnification

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

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

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

Part IV Safety

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

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

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