

CHAUTAUQUA COUNTY FINANCE DEPARTMENT
REQUEST FOR PROPOSALS



PROPOSAL NO. RFP-10-24 DMHDSS
Commercial Hotel/Motel Use

PROPOSAL ISSUE DATE:	11/1/2024
QUESTIONS DUE BY:	Continuous Recruitment through December 31, 2027
PROPOSAL DUE DATE:	
TIME:	

RESPOND TO:

ATTN: BRANDI McINTYRE, PURCHASING AGENT
454 N. WORK STREET, FALCONER, NY 14733
PH. 716-661-8213

PAUL M. WENDEL JR.
COUNTY EXECUTIVE

KITTY CROW
DIRECTOR OF FINANCE

BECKY ANDERSON
PURCHASING MANAGER

BRANDI McINTYRE
PURCHASING AGENT

NICOLE PATTISON
PURCHASING AGENT

TINA HUCKABONE
PURCHASING AGENT

Intent of Proposal:

The County of Chautauqua Department of Mental Hygiene and Social Services (DMHSS), Division of Social Services, is seeking applications from commercial hotel/motels to contract with the County, for the purpose of providing for use of hotel/motel rooms for temporary housing placement to individuals/and or families when no other suitable public or private housing is available.

Background:

The Chautauqua County Department of Mental Hygiene and Social Services, Division of Social Services is responsible for temporary housing placement for individuals and families when permanent housing or alternative arrangements are not available.

The terms and conditions of the attestations listed in this application are based in the legal obligations that must be met by the Chautauqua County Department of Social Service while providing hotel/motel placements in the Temporary Housing Assistance program. The list of citations below are provided for your reference.

Title II of the Americans with Disabilities Act,

<https://www.ada.gov/law-and-regs/title-ii-2010-regulations/>

Fair Housing Act Guidance FHEO-2020 1,

<https://www.hud.gov/sites/dfiles/PA/documents/HUDAsstAnimalNC1-28-2020.pdf>

Chapter 27 of the NYS OTDA Temporary Assistance Sourcebook and cited regulations,

<https://otda.ny.gov/programs/temporary-assistance/TASB.pdf>

Specification for Services:

- A. Contract for the use of commercial hotel/motel rooms to be utilized for the purpose of temporary housing placement for individuals and/or families (hereinafter “clients”) referred and overseen by the Chautauqua County Department of Mental Hygiene and Social Services, Social Services Division (DMHSS).
- B. All rules and regulations will be followed per attachment A.
- C. Payment: Room rate to be determined during contract negotiations. Hotel shall bill no less frequently than monthly by the 15th day of the following month of stay. Rate increases are capped at 3% per year. Current contract rate(s) as well as the corresponding commercial rate(s) must be submitted to the DSS contact no later than 12/15 annually.
- D. Emergency Contacts: Hotel will provide emergency contact information for hotel management staff. (See attachment B).
- E. Term: 1/01 to 12/31.

- F. Confidentiality: All individual identifying information, including client names, received by or in the possession of either party in the course of this Agreement shall be kept confidential and shall not be disclosed except in the terms of this Agreement, or allowed or mandated by applicable law.
- G. Inspections: Hotel will provide access to rooms for inspections twice per year and whenever complaints have been received by DSS.
- H. Greater weight shall be given for proposals which provide greater amenities, supports and accommodations.
- I. Notification shall be given to DSS as soon as possible but no later than the next business day for the following situations: excess belongings that may be a fire hazard, drug paraphernalia, damages outside of normal wear and tear to a room, conditions that are under the client's control (excessive food left out) that are likely to increase pests, any refusal to allow entry into the room, unapproved guests in the room and behavioral concerns.
- J. Hotel/Motel will provide notice of at least 1 business day should it become necessary for a DSS client to exit.
- K. Hotel/Motel must have contracts in place for regular pest control for bed bugs and cockroaches. These agreements must be submitted with response to RFP. Hotel/Motel must work with DSS to provide alternate arrangements when DSS occupied rooms are infested and must be treated.
- L. A room(s) which may be used by DMHSS staff to meet with clients approximately 10 hours per week.

GENERAL TERMS AND CONDITIONS

SECTION 1: INSTRUCTIONS

- 1.1. RFP - The services that are required herein are not subject to formal competitive bidding under Section 103 of New York State General Municipal Law. Chautauqua County Purchasing Policy rules in this case require selection of a contractor through a Request for Proposal process.
- 1.2. Chautauqua County encourages all qualified applicants, including Minority-Owned Business Enterprises, Women-Owned Business Enterprises, Small Business Enterprises and Disadvantaged Business Enterprises, to partake in the solicitation of these and all other services. The successful proposer must be an Equal Opportunity Employer.
- 1.3. Chautauqua County is exempt from all Federal and State taxes.
- 1.4. Insurance shall be in place prior to execution of the agreement and shall be up to date and maintained for the contract term. It is preferred that you attach samples or original certificates of insurance along with your proposal.
 - Within (5) five days receipt of the notice of award the proposer shall supply up-to-date certificates of insurance. Certificates may be e-mailed to the insurance department representative at the following address email wakamata@chqgov.com.
 - Failure to do so may be cause for the County to declare a proposal non-responsive, with the result that the award may go to the next highest scoring proposal.
- 1.5. A copy of the Chautauqua County Minimum Insurance Requirements is attached, along with a sample copy of the contract or agreement of service with terms and conditions.
- 1.6. The successful proposer must obtain Chautauqua County approval prior to utilizing a subcontractor in order to perform the requirements of this RFP.

SECTION 2: SUBMISSION OF PROPOSALS:

Sealed proposals shall be submitted to Chautauqua County Purchasing Department, 454 N. Work Street, Falconer, NY.

Please include the following information on the front of the sealed envelope:

Attention:	Brandi McIntyre, Purchasing Agent
Proposal No:	RFP-10-24 DMHDSS
Title of Proposal:	Commercial Hotel/Motel Use

Any proposals, or unsolicited amendments to proposals, received after the due date and time specified on the cover page may not be considered in the review process. No faxed or e-mailed documents will be accepted. Chautauqua County takes no responsibility for any third party error in the delivery of the applications (e.g., U.S. Post Office, Federal Express, UPS, courier, etc.).

Copies of proposals shall be available in a Microsoft Word or PDF document by e-mail after all proposals have been opened and awarded.

- 2.1 No proposal will be considered which is not accompanied by pricing information for services to be rendered, and all proposals shall be signed by an authorized individual.
- 2.2 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (NYS Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 3: MODIFICATIONS OR WITHDRAWAL OF PROPOSAL:

- 3.1 Questions about or requests for clarification of an item for this RFP must be submitted in writing to Brandi McIntyre, Purchasing Agent at micintyrb@chqgov.com. Questions must be submitted prior than the date on the front of this solicitation. County responses will be submitted to all parties in the form of an Addendum to the original RFP, receipt of which must be acknowledged with each proposal submittal.
- 3.2 **Other than the contact person identified in the proposal, or their designee, prospective proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.**
- 3.3 A proposal that is in the possession of Chautauqua County may be altered by a sealed letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the proposal due date. Fax, email, telephone or verbal

alterations will not be accepted. A proposal that is in the possession of Chautauqua County may be withdrawn by the proposer up to the time of the proposal due date. Failure of the successful proposer to furnish the service awarded, as a result of this Request for Proposal, may eliminate the proposer from the active vendors list for a period of time as determined by the Purchasing Manager.

SECTION 4: EVALUATION CRITERIA:

- 4.1 The County reserves the right to seek any clarifications needed to determine the most qualified submittal and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposer's proposal and/or to determine compliance with the requirements of the solicitation.
- 4.2 **Alternatives/Value-Added Considerations:** The Proposer may include items not specified in this RFP in their proposal in which the vendor feels can be pertinent to or an added benefit to the services requested. All such alternatives must be listed separately from the proposal and the cost thereof must be separated and itemized.
- 4.3 A contract may be awarded to the proposer whose proposal achieves the highest evaluation score by the evaluation committee based on the specified criteria, and not solely on the basis of price.
- 4.4 Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of sixty (60) days from the due date of the proposals.
- 4.5 Evaluation will be performed to determine the proposers understanding of work to be performed, technical approach, potential for completing the work as specified herein, cost reasonableness, the probable cost to the County, and ranking with competing proposers.

SECTION 5: PROPOSAL FORMAT AND SUBMITTALS:

- 5.1 The County requests that the following format be followed when submitting your proposal:
 - ✓ **The title page:** RFP Subject, name of proposer, address, telephone, email address, contact person and table of contents.
 - ✓ **Qualifications:** List of qualifications and experience to carry out the requested services. Qualification to do business in NYS, number of years in business and length of experience. Limit this to two (2) pages maximum.
 - ✓ **References:** Include at least two references from supervisors of previous projects. Provide a list of municipal clients whom you have had past projects with that are of

similar size and quality.

- ✓ Plan Implementation: This is the scope of services in terms of the proposer's plan to carry out the requested services. Limit of a total of 6 pages maximum.
- ✓ Cost Proposal Section: This shall include ***all costs*** associated with the proposer's plan to carry out the requested services as specified. Any cost proposal forms furnished by the County must be included in this section. Alternatives must be separated and itemized.
- ✓ Mandatory Documents: Please use the Response Checklist when submitting your proposal.

SECTION 6: PREPARATION OF PROPOSAL

- 6.1 In case of error in the extension of prices in the proposal, unit prices will govern, where applicable.
- 6.2 Proposers are expected to examine special provisions, the scope of work, schedules and instructions included in this Request. Failure to do so will be at the proposer's risk
- 6.3 The County will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

SECTION 7: PROPOSER QUALIFICATIONS:

- 7.1 Each proposer shall submit a statement of the proposer's qualifications, experience, organization, equipment, and facilities available to adequately provide the service and material necessary to fulfill the minimum specifications for this RFP, unless otherwise specified in the scope of work.
- 7.2 The County shall have the right to take such steps as it deems necessary to determine the ability of the proposer to perform obligations under the contract, and the proposer shall furnish to the County all such information and data for this purpose as may be requested.

SECTION 8: AWARD AND CONTRACT INFORMATION:

- 8.1 The proposer agrees that should their firm be awarded a contract, proposer will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.
- 8.2 The proposer expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and in so doing shall use the highest standards of

professional workmanship.

- 8.3 Chautauqua County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the County to do so. Explanations of County decisions shall not be required except as otherwise provided by law.
- 8.4 The successful proposer will be required to enter into and sign an Agreement or an Agreement of Services (Contract) with the County with reasonable adjustments acceptable to the County. This RFP and the response of the successful proposer may become a part of the Contract and will be in effect for the duration of the contract. The Contract language will control over any conflicting language contained within this RFP.
- 8.5 The successful proposer will not commence any work, which could be billed, until a valid Contract has been executed by both the proposer and the County.
- 8.6 The County intends to enter into a three (3) year contract with the awarded proposer.
- 8.7 All data transmission (cloud-based technology solutions) and vendor electronic communications (email) shall only reside and traverse servers based in the United States.

Attachment A

Regulations for Use of Commercial Hotels/Motels

Part 352.3(g) STANDARDS: No family shall be referred to a hotel/motel, nor shall any reimbursement be made for cost incurred from such referral, unless all of the requirements set forth below are met:

1. Primary consideration shall be given to the needs of children. Specific factors considered must include, but shall not be limited to educational needs; security; the nature of the facility in which children would be placed; and the factors which will ensure the minimum disruption of community ties.
2. The hotel/motel shall have appropriate contractual or other arrangements for maintenance, repair and sanitation in the hotel/motel. The hotel/motel must have available for review by the local social services district information verifying the above-mentioned arrangements for record of such. Such information would include, for example, contracts with private carters, bills, receipts, or other evidence of performance. Such arrangements shall include, but not be limited to, agreements for provision of the following services: removal of garbage; maintenance of floor coverings, draperies, and furniture; repainting of the facility at least once every five years; maintenance and inspection of the electrical system; maintenance of plumbing and plumbing fixtures; maintenance and inspection of heating, ventilation, and air conditioning systems; a regular vermin control program; provisions to ensure that entrances, exits, steps and walkways are kept clear of garbage, ice, snow and other hazards.
3. Rooms shall be cleaned at least every other day by hotel/motel staff.
4. Furniture necessary for daily living, including but not limited to tables, bureaus, chairs, beds, and cribs shall be in each room.
5. No more than two adults shall be placed in the same room.
6. When children are placed in the same room as adults, there shall be sufficient beds so children shall not have to share single beds.
7. All mattresses and bedding material shall be clean. Each bed shall have at least two clean sheets, adequate clean blankets, clean pillows and pillowcases. A complete change of linens shall be made by the hotel/motel staff at least once a week and more often where individual circumstances warrant or when a new family occupies the unit. Each unit shall be supplied with towels, soap and toilet tissues. A clean towel shall be provided daily to each resident.
8. Each unit must have operational door and window locks. All windows at and above the second floor must have window guards in place unless windows are sealed and the air conditioning works.

9. A heating system shall be permanently installed and operated in accordance with applicable local law. Where local law or code does not govern the provision of heat, the system will provide heat to maintain a temperature of 69 degrees Fahrenheit in all occupied parts of the building, including corridors. Where windows do not open, proper ventilation, including but not limited to air conditioning, shall be operational.
10. Each family with children must have a private bathroom. At a minimum, this must include a toilet, a sink and a shower or bathtub, all of which must be properly maintained with hot and cold running water.
11. In addition to verifying that the hotel/motel meets the requirements set forth above, the local district shall make appropriate inquiries to determine whether the hotel/motel is in compliance with all applicable State and local laws, regulations, codes and ordinances.

Sample Contract Hotel and Motel Services: Temporary Housing for
Single Adults, Families with Children, Adult Families

This Agreement is made as of [REDACTED], 2025], by and between
the following parties:

County of Chautauqua, New York
A Municipal Corporation
Gerace Office Building
Mayville, New York 14757-1007,
hereinafter called "County,"

-and-

Hotel/Motel Contractor

hereinafter called "Contractor."

WITNESSETH:

WHEREAS, the County is statutorily required pursuant to New York Social Services Law §§ 159, 370.3; 18 NYCRR 352.35, 18 NYCRR 352.3(e), 18 NYCRR 372 to provide emergency, temporary housing assistance for qualifying single adults, couples, families with children, and adult families; and

WHEREAS, the County, to diversify the emergency, temporary housing options available within the County to meet the growing need, issued a Request for Proposal [REDACTED], and Contractor having submitted a proposal, dated [REDACTED], attached heretofore and incorporated into this agreement as **Appendix B**; and

WHEREAS, the Contractor is ready, willing, and able to provide emergency, temporary housing pursuant to the terms and conditions contained therein,

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Contract Documents. The contract documents consist of the following, including all current and future appendices, attachments, addendum, adjustments, updates, and amendments: this Agreement; County RFP No. [] issued []; Contractor's Proposal dated [] (attached hereto as **Appendix B**); and all applicable federal, state, and local laws, regulations, resolutions, ordinances, policies, procedures, manuals, circulars, licenses, permits, certifications, standards, guidelines, guidance and implementation memos, including, but not limited to Title II of the Americans with Disabilities Act found at <https://www.ada.gov/law-and-regs/title-ii-2010-regulations/>; Fair Housing Act Guidance FHEO-2020-01 a, found at <https://www.hud.gov/sites/dfiles/PA/documents/HUDAsstAnimalNC1-28-2020.pdf>; Chapter 27 of the New York State Office of Temporary and Disability Assistance Sourcebook found at <https://otda.ny.gov/programs/temporary-assistance/TASB.pdf>; and the provisions of the Health Insurance Portability and Accountability Act (HIPA), as set forth hereto in **Appendix A** and an executed HIPAA Business Associate Agreement between parties.

The Contract Documents are as fully a part of the Agreement as if attached hereto or repeated herein. Contractor may request a copy of a specified contract document from County, in which case County will provide either a link to or a copy of such document. All services, including those provided by subcontractors, shall be provided in furtherance of and in conformance with the Contract Documents. It is Contractor's responsibility to make itself and any subcontractors aware of applicable Contract Document requirements.

In the event of a conflict between the terms of this Agreement and the terms of another Contract Document, the terms of this

Agreement shall prevail, provided, however, that where the other Contract Document provides greater detail about or elaboration of an obligation set forth in this Agreement, the provisions of the other Contract Document shall be considered as additional requirements to the duty or obligation found in this Agreement, enforceable at the option of County. This Agreement is to be construed as requiring conformance with all federal, state, and local, requirements.

2. Services. County is hereby contracting for the use of commercial hotel or motel rooms ("rooms") within the [] hotel/motel, with a premises located at [] to be utilized for the stated purpose of operating temporary housing for individuals and/or families (hereinafter "clients") referred and overseen by the Chautauqua County Department of Mental Hygiene and Social Services. County and Contractor agree that rooms will be used for the express purpose of temporary housing unless otherwise designated in this Agreement, or by mutual, written agreement.

Contractor shall have appropriate sub-contractor arrangements for maintenance, repair, and sanitation of the hotel/motel. Contractor shall make said arrangements available for inspection upon request by DMHSS. At a minimum, these arrangements shall be for (i) removal of garbage; (ii) maintenance of floor coverings, draperies and furniture; (iii) repainting of the facility at least once every five years; (iv) maintenance and inspection of the electrical system; (v) maintenance of plumbing and plumbing fixtures; (vi) maintenance and inspection of heating, ventilation and air conditioning systems; (vii) a regular vermin control program; and (viii) provision to insure that entrances, exits, steps and walkways are kept clear of garbage, ice, snow and other hazards.

[Optional provision] Contractor shall supply DMHSS staff with an office-meeting room located off of the lobby, for DMHSS staff to meet with clients. Contractor shall reserve such space for DMHSS use up to ten (10) hours per week, during normal business hours, at times and on dates as negotiated between parties. No fee shall be charged by Contractor for use of said space.

Contractor shall abide by the "Regulations for Use of Commercial Hotels/Motels," as attached and incorporated into this Agreement as **Appendix C**.

Contractor acknowledges County is a not-for-profit organization and is exempt from taxes levied by Federal, State, and Local governments. Contractor acknowledges the room rate is fixed pursuant to the terms of this Agreement. Contractor further acknowledges that no charges other than the fixed room rates are allowed when billing for rooms, except for those additional expenses that are the County's responsibility, as specifically indicated within the terms of this Agreement. County will not reimburse Contractor for any other charges, such as amenities, room service, telephone, etc., without written pre-approval from DMHSS.

Contractor acknowledges that inspections by DMHSS and/or the Chautauqua County Health Department may be conducted on the hotel premises, including all hotel/motel rooms to be utilized pursuant to this Agreement and common areas, for example, the lobby and hallways. Inspections will be held at least once every six months and when complaints are received by County. Contractor agrees to allow the appropriate department or agency onto the premise for inspection and investigation purposes.

Contractor will provide notice to DMHSS of at least 1 business day should it become necessary for a DMHSS client to exit

Contractor's premises. Notification shall be given to DMHSS as soon as possible but no later than the next business day for the following situations: excess client belongings that may be a fire hazard, drug paraphernalia, damages outside of normal wear and tear to a room, conditions that are under the client's control (excessive food left out) that are likely to increase pests, any refusal to allow entry into the room, unapproved guests in the room, and behavioral concerns.

3. Payment Terms. County will pay Contractor at the room rates set forth in **Appendix D**. Payment will be made upon Contractor's monthly submission to County of a properly itemized invoice whose form and content must be approved by County's Director of Mental Hygiene and Social Services or duly authorized designee, and accompanied by a report of monthly expenditures and by receipts for allowable contract expenses.

Rate increases shall be capped at three percent (3%) per year. Contractor shall submit any proposed annual room rate increase to DMHSS no later than December 15th of the preceding year. County is not required to reimburse Contractor for costs which are not allowable, as specified in this Agreement and in Contract Documents.

Contractor understands and agrees that temporary housing pursuant to this Agreement is dependent on funding by the New York State Department of Social Services, Temporary Assistance for Needy Families (TANF), or Safety Net dollars. This Agreement shall be considered executory to the extent of such funds. In the event such funds are terminated or reduced, this Agreement may be automatically terminated unless County in its discretion notifies Contractor that the program will continue with County funds.

4. Emergency Contacts. Contractor and DMHSS shall each provide emergency contact information for management staff, as attached to

this Agreement as **Appendix E**. Said management staff shall be available to take emergency phone calls from the other party twenty-four hours day, seven days a week, or shall return a missed called as soon as practical. Said emergency contact shall have the requisite knowledge, training, and authorization on behalf of the corresponding party to make decisions as necessary to remedy the emergency situation.

Contractor must provide immediate notice to the Chautauqua County Department of Mental Hygiene and Social Services, Office of Temporary Assistance, Charlene Johnson at (716) 661-8806 or Diane Anderson at (716) 661-8158 of any emergency response situation occurring on the premises.

5. Confidentiality. All individual identifying information, including client names, received by or in the possession of either party in the course of this Agreement shall be kept confidential and shall not be disclosed except in accordance with the terms of this Agreement, or allowed or mandated by applicable law.

Contractor agrees that all individual identifying information concerning public assistance recipients or their relatives, or in connection with other recipients of County services, shall be held confidential pursuant to the Federal Social Security Act, New York State Social Services Law Section 136, 18 NYCRR Part 357 et seq., New York State Public Health Law Article 27-F, and New York State Mental Health Laws as well as New York State Privacy and Public Officers Laws and any other applicable law and the regulations promulgated there under and shall not be disclosed by any person associated with this Agreement to any person, organization, agency or entity except as provided herein. The provisions of this Section shall remain in full force and effect following termination of this Agreement, or cessation of the services required by, this Agreement.

6. Additional Details (18 NYCRR 352.3(f)).

1) Rooms.

- a. Each room provided by Contractor to County for temporary housing placement use must contain furniture suitable for clients. At a minimum, each room must be supplied with a bed and mattress, bedding/linens, towels, table, bureau, chair, crib(as needed), proper lighting, and heating/cooling capabilities, and as further indicated in **Appendix C.**
- b. Each client family with children must have a private bathroom containing at a minimum a toilet, sink, shower or bathtub, and properly maintained hot and cold running water.

2) Housekeeping.

- a. The Contractor will provide housekeeping service for all rooms used pursuant to this Agreement at least every other day while clients stay in the room, and upon room turnover to a new client.
- b. All corridors, stairwells, elevators, and other common areas throughout the premises must be maintained by the Contractor in a clean and sanitary condition.

3) Linens and toiletries.

Contractor will provide linen service, including sheets, blankets, pillows and pillowcases, towels, soap, toilet tissues, etc. upon check-in and replaced on a one-for-one exchange at a minimum weekly and on an as needed basis and in sufficient quantities according to the number of occupants in the room. A clean towel shall be provided daily to each client.

4) Refuse and trash pickup.

Trash pickup from rooms used pursuant to this Agreement is required daily. Once picked up, trash must be properly stored in covered receptacles appropriate to the volume of the container. Trash and debris cannot accumulate to levels where refuse overflows containment areas.

5) Extermination and Pest control.

- a. Extermination must be performed by a certified pesticide applicator.
- b. Extermination must be performed regularly at the facility and more often in rooms as conditions require, and where vermin are identified.
- c. Exterminating activities cannot be performed while clients are in the room(s). Contractor shall provide clients with reasonable notice of when extermination activities are scheduled in rooms they occupy.

6) Food Service.

Contractor is not responsible to provide food services pursuant to this Agreement. County will not cover the cost of food services. Contractor shall not offer for sale food or beverages of any sort, including alcoholic beverages, in rooms used pursuant to this Agreement.

7) Repairs.

- a. When a room used pursuant to this Agreement is vacated, the Contractor agrees to prepare the room for usage by another Client.
- b. All requests for repairs, whether in rooms or common areas, must be addressed by the Contractor in a timely manner.
- c. Contractor will conduct basic maintenance and repair due to normal wear and tear on all rooms used pursuant to this Agreement, including emergency plumbing and

heating/cooling repair services. Contractor is responsible for the costs of this maintenance.

- d. The Contractor will maintain the Certificate of Occupancy with respect to the rooms used pursuant to this Agreement and, except as otherwise provided herein, be responsible for all maintenance and repairs.
- e. The Contractor will keep the premises free of violations of the Chautauqua County Sanitary Code and New York Public Health Law to the best of their abilities. Any notice from the State of New York, the city/town/village, or Chautauqua County Health Department of a violation of code, law, rules or regulations must be addressed promptly.
- f. The Contractor shall have the right to enter the rooms used pursuant to this Agreement at any and all times in the cases of emergency situations or if dangerous, unsanitary or hazardous conditions exist, or illegal activities are being conducted, in or about such room.
- g. Contractor shall maintain all safety devices, including window guards, smoke and carbon monoxide detectors, sprinklers, fire extinguishers, grab bars, etc. in proper operating condition. The Contractor shall respond immediately to reports or communications from the County relating to inadequate safety situations.

8) Corrective Action Plans.

- a. Should a corrective action plan ("CAP") be generated by DMHSS or other county department, city/town/village, or State agency, for violation of a law, rule, or regulation, Contractor agrees to prioritize remediation efforts to resolve all deficiencies and violations of record.

9) Alterations/Damage to the Rooms.

- a. If any room or the means of access thereto shall be damaged by fire or other cause covered by insurance policies carried by the Contractor, the Contractor shall, at its own cost and expense, use such insurance proceeds, with reasonable dispatch after receipt of notice of said damage and receipt of such proceeds, to repair or replace or cause to be repaired or replaced, with materials of a kind and quality customary in buildings of the same type as the Premises, the rooms and the means of access thereto, including the walls, floors, ceiling, pipes, wiring, and conduits in the rooms.
- b. Under no circumstance shall County be responsible to Contractor for payment of rent or loss of potential income due to any disaster related closing.
- c. County shall not be held responsible or liable for the cost of replacement, repair, or any other monetary damages resulting from normal or ordinary wear and tear to any room, wall, ceiling, flooring, rug, furniture, plumbing, electrical, heating and cooling unit, fixture, or chattel property contained in the rooms, or common areas pursuant to the terms of this Agreement. "Normal or Ordinary wear and tear" as referenced within this Agreement shall be construed pursuant to New York State case law.
- d. County shall not be held responsible or liable for the cost of replacement, repair, or any other monetary damages resulting from any damage or destruction, no matter the cause, to any room, wall, ceiling, flooring, rug, furniture, plumbing, electrical, heating and cooling unit, fixture, chattel property contained in the rooms, or common areas pursuant to the terms of this Agreement. For purposes of this Agreement "chattel property" shall mean, mattresses, refrigerators, microwaves, other various kitchen/bathroom goods and items, lamps, pillows, linens, stand-alone furniture, and other movable property. Contractor shall be responsible to repair or replace these things at its own expense.

7. Indemnification. Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by Contractor or its sub-contractors pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold County and its officers and employees harmless from any liability, claim, demand, loss, judgment, expense, and cost of every type, amount, and nature, direct and indirect and without limitation, including the costs of defense, arising from Contractor's or its sub-contractor's performance or failure to perform the terms of this Agreement.

In the event that this Agreement is funded by Federal or State funds, and County is required to indemnify the funding source(s) of this Agreement, Contractor shall be required to indemnify the funding source to the full extent that County is contractually obligated to do so, to the extent such obligation arises from Contractor's willful misconduct and negligent actions or failure to act in accordance with this Agreement.

All money expended by County as a result of such claims, actions, damages, losses, expenses, and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by Contractor to County.

8. Term. The term of this contract shall be from [] to []. Parties may, by mutual written agreement, extend the term of this Agreement by two additional one-year terms pursuant to the terms enumerated in the "payment" section of this Agreement.

The County may terminate this Agreement for a material breach of the terms of this Agreement made by the Contractor. Either party may cancel this Agreement for any reason upon sixty (60) days written notice to other party. Such notice shall be mailed by certified mail to the attention of the respective signatory of this contract. Upon termination, a final bill for services rendered pursuant to this Agreement shall be submitted to County within 30 days of the effective termination date. The County will disallow any bills submitted after that date.

9. No Statutory Rights. County acknowledges and agrees that it does not have any statutory rights that are available to tenants under any Applicable Laws and if any such rights accrue to County, they are specifically waived by County by the execution of this Agreement. The parties acknowledge and agree that nothing herein shall be construed to constitute the parties as employer/employee, partners, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking.

Contractor may require clients to re-locate to different rooms every thirty (30) days. Contractor shall provide reasonable notice to DMHSS and impacted clients before re-location.

10. Entire Agreement. No Oral Modification: The parties agree that (a) this Agreement constitutes the full agreement between them, (b) there are no understandings not set forth herein, (c) neither party is relying on any representations or warranties not set forth herein, and (d) no future modifications may be made except in a writing signed by both parties.

11. Survival. Any obligation of County and the Contractor under this Agreement which by its nature or under the circumstances can only be, or by the terms of this Agreement may be, performed after termination and any liability for a payment with respect

to any period on account of continued use or occupancy of the rooms shall survive.

12. Severability. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein.

13. Compliance with Laws. The Contractor shall comply with all the provisions of laws in the County of Chautauqua, the State of New York and of the United States of America which affect municipalities and municipal contracts, and provide at its expense, any and all permits, licenses and registrations required for the fulfillment of this agreement, and more particularly the Labor Law, the Immigration and Naturalization Laws and Regulation, the General Municipal Law, the Workers' Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, Rules and Regulation, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.

14. Digital Signatures and Document Storage. Each party may affix a digital signature to this Agreement by electronic means. By affixing a digital signature the parties are affirming they have authority to enter into this Agreement, and that this Agreement executed by digital signature or other electronic means shall be legally binding and effective. Each party also agrees that this Agreement, and any document including or relating to this Agreement, may be imaged and stored electronically and may be introduced as evidence as original

business records and neither party shall contest their admissibility.

15. Execution in Counterparts. This Agreement, and any amendment or modification, may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. The exchange of copies of signature pages by scanned portable document format (".pdf") email attachment, or through any digital signature program, shall constitute effective execution of this Agreement, and .pdf copies of this Agreement shall have the same force and effect as an original.

16. Remedies; Governing Law; Jurisdiction; Waiver of Jury Trial. Except as may be expressly set forth herein, the parties shall have any and all remedies available at law or equity in case of a breach hereof by the other party. This Agreement will be governed by the laws of the State of New York, without regard to conflicts of law. All disputes arising hereunder, unless resolved by mutual agreement of the parties, shall be resolved by the Supreme Court of the State of New York, located in the County of Chautauqua. The parties hereby irrevocably (i) consent to the exclusive jurisdiction on of the Courts of the State of New York, for all purposes in connection with any action or proceeding that arises under, or relates to this Agreement, and (ii) waive all objections as to venue and any and all rights they may have to seek a change of venue with respect to any such action or proceedings. The parties waive the right to a trial by jury in any court action, proceeding or counterclaim arising out of this Agreement or the use and occupancy of the Premises by Agency or its clients.

17. Additional Terms and Conditions. Contractor shall comply with all provisions contained in Appendix A attached hereto and made a part of this Agreement.

The person(s) signing below are authorized to bind the corporation.

ACCEPTED AND AGREED TO BY:

_____	_____
Name and Title of County Representative	Date

ACCEPTED AND AGREED TO BY:

_____	_____
Name and Title of Contractor Representative	Date

CHAUTAUQUA COUNTY
RESPONSE CHECKLIST - PROPOSAL NO. RFP-10-24 DMHDSS

Please note below a list of documents which must be submitted in full as part of this proposal. Failure to submit any of the documents as part of your proposal or failure to acknowledge any addendum in writing with your proposal may be cause for rejection of the proposal.

Submitting a proposal on any condition, limitation or provision not officially invited in this RFP (Request for Proposal) may also be cause for rejection.

Please check each item indicating your compliance:

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL.

- ☐ RESPONSE CHECKLIST
- ☐ APPLICATION FOR HOTELS/MOTELS TO HOUSE HOMESLESS INDIVIDUALS/AND OR FAMILIES
- ☐ COPY OF CONTRACT/AGREEMENT RELATED TO PEST CONTROL (BED BUGS AND COCKROACHES)
- ☐ EMERGENCY CONTACTS (ATTACHMENT B)
- ☐ NON-COLLUSION CERTIFICATE
- ☐ IRANIAN DIVESTMENT CERTIFICATE
- ☐ FINANCIAL AFFIDAVIT
- ☐ AFFIDAVIT OF A FOREIGN CORPORATION
- ☐ CORPORATE ACKNOWLEDGEMENT CERTIFICATE
- ☐ EXCLUSION CHECK
- ☐ PRICING SUBMISSION SHEET (PROPOSAL FORM) IF INCLUDED OR VENDOR'S OWN SUBMISSION
- ☐ REQUIRED FORMS AS LISTED IN RFP
- ☐ ADDENDUM(S) ACKNOWLEDGE (IF APPLICABLE)
- ☐ ONE (1) ORIGINAL AND ONE (1) COPY OF YOUR SUBMITTED PROPOSAL
- ☐ INSURANCE CERTIFICATES

COMPANY	TELEPHONE NUMBER
ADDRESS	EMAIL ADDRESS
AUTHORIZED REPRESENTATIVE (PRINT)	TITLE
AUTHORIZED SIGNATURE	DATE

PROPOSAL RESPONSE FORM
Proposal No. RFP-10-24 DMHDSS

Proposal Title: Commercial Hotel/Motel Use

VENDOR NAME: _____

COMPANY: _____

REPRESENTATIVE: _____

EMAIL: _____ **/PH.** _____

Below are two options, please indicate which one is applicable to your response and return to the contact below:

☐

We the above referenced Company will be preparing a proposal to submit for this project. I am returning this document to assure that I receive all further communication regarding the RFP including any addendums issued.

☐

We the above referenced Company will not be preparing a proposal to submit for this project for the following reasons listed below.
Please check where applicable:

_____ Project or scope not suited to our Company.

_____ Our items and/or materials do not meet your specifications.

_____ Insurance Requirements

_____ Bond Requirements too restrictive (when required)

_____ Scope of services are not clearly understood or applicable _____ too vague _____ too rigid

_____ Insufficient time allowed for preparation of proposal

_____ Other reason not listed above (or) elaborate on the checked marked reason above:

Please send your response to:

Brandi McIntyre, Purchasing Agent

Phone: 716-661-8213

Email: mcintyrb@chqgov.com



CHAUTAUQUA COUNTY VENDOR INFORMATION SHEET

VENDOR NAME: _____

DBA: _____

TAX ID # (PLEASE PROVIDE A COMPLETED W9 FORM): _____

VENDOR PRIMARY ADDRESS: _____

VENDOR PRIMARY PHONE: _____

REMIT ADDRESS: _____

ELECTRONIC REMITTANCE EMAIL: _____

VENDOR CONTACTS

☐ ACCOUNTING

NAME: _____

PHONE: _____

EMAIL: _____

☐ SALES

NAME: _____

PHONE: _____

EMAIL: _____

☐ CONTRACTS

NAME: _____

PHONE: _____

EMAIL: _____

COMPLETED BY: _____

TITLE: _____

DATE COMPLETED: _____

A Finance Department representative will contact your company regarding required electronic payment information. If the Electronic Remittance Email is not the appropriate email to contact for this data, please indicate which contact is appropriate by checking the check box before the contact type.

Application for Hotels/Motels to House Homeless Individuals and/or Families

Chautauqua County Social Services

The Chautauqua County Department of Mental Hygiene and Social Services (CCDMHSS) hereby establishes the following guidelines and procedures for motels/hotels with availability to house homeless individuals and/or families in Chautauqua County. The objective of the application is to establish a list of hotel accommodations available to provide shelter to homeless clients applying for or in receipt of Temporary Assistance benefits in Chautauqua County when no other suitable public or private housing is available.

Upon submittal of all requested information, applications will be reviewed to determine if they are complete and eligible. Approved providers will be utilized in a manner to address capacity and client needs, including but not limited to proximity to employment, treatment, and/or school.

Section 1

All fields must be completed. If not applicable, list "N/A". Incomplete applications may not be considered.

Hotel Name

List another name if used (DBA)

Address

City

State

Zip

Mailing Street Address

Mailing Zip

Mailing City

Mailing State

Mailing Zip

Hotel Telephone Number

Contact Person

Contact Persons Email Address

Contact Persons Telephone Number

Website Address

Federal Employer ID# (FEIN)

Certified Minority Business Enterprise (MBE)

☐

Certified Women's Business Enterprise (WBE)

- ☐ Service-Disabled Veteran-Owned Small Business

How long has hotel been in operation?

Amenities in Hotel Rooms

- ☐ Refrigerator
- ☐ Refrigerator available for rent
- ☐ Microwave
- ☐ Room Phone
- ☐ On-site Security 24/7
- ☐ Cooking Facilities

Local Supports

- ☐ On a Bus Route
- ☐ Accessible to restaurants
- ☐ Grocery stores within walking distance

Accommodations

- ☐ Handicap Accessible
- ☐ Breakfast provided

Service/Proposed Unit Cost

Regular Rooms by Availability – provide a room as needed and reimbursed rate per occupancy.

\$ Cost/Room/Per Night

Note: Costs should factor in incidentals and damages. The county cannot/will not pay on a per incident basis for damages due to funding restrictions. The proposed rate should include these business expenses.

Attestations – All must be met to be eligible

- ☐ The hotel/motel has appropriate contractual or other arrangements for maintenance, repair and sanitation in the hotel/motel, including but not limited to:
- removal of garbage;
 - maintenance of floor coverings, draperies and furniture;
 - repainting of the facility at least once every five years;
 - maintenance and inspection of the electrical system;
 - maintenance of plumbing and plumbing fixtures;

- maintenance and inspection of heating, ventilation and air conditioning systems;
- a regular vermin control program; and provision to ensure that entrances, exits, steps and walkways are kept clear of garbage, ice, snow and other hazards.

- ☐ Rooms will be cleaned at least every other day by hotel/motel staff

- ☐ Furniture necessary for daily living, including but not limited to tables, bureaus, chairs, beds and cribs are in each room

- ☐ No more than two adults shall be placed in the same room

- ☐ When children are placed in the same room as adults, there shall be sufficient beds so children shall not have to share single beds.

- ☐ All mattresses and bedding material will be clean. Each bed shall have at least two clean sheets, adequate clean blankets, clean pillows and pillowcases.

- ☐ A complete change of linens shall be made by hotel/motel staff at least once a week and more often where individual circumstances warrant or when a new family occupies the unit.

- ☐ Each unit shall be supplied with towels, soap and toilet tissues. A clean towel shall be provided daily to each resident.

- ☐ Each unit has operational door and window locks. All windows at and above the second floor have window guards in place unless windows are sealed and the air conditioning works.

- ☐ A heating system is permanently installed and operated in accordance with applicable local law. Where local law or code does not govern the provision of heat, the system will provide heat to maintain a temperature of 69°F (20°C) in all occupied parts of the building, including corridors. Where windows do not open, proper ventilation, including but not limited to air conditioning, shall be operational.

- ☐ Each room has a private bathroom. At a minimum, this must include a toilet, a sink and a shower or bathtub, all of which must be properly maintained with hot and cold running water.

- ☐ I/we shall allow any clients approved by Chautauqua County to stay in room.

- ☐ I/we shall allow any animal approved by Chautauqua County to stay in room. Any denial of service to animals placed shall be based on the criteria outline below:

1. Animal has caused significant damage to the premises beyond reasonable use of the room.

2. Animal is not housebroken

- ☐ Any denial of service to clients shall be based on current behavior and that the client is posing a significant risk to the health or safety of others. Clients and animals may be restricted for a specific time frame up to 30 days, subject to approval by CCDMHSS, but no lifetime bans will be allowed.

- ☐ I/we will have available for review by the local social services district information verifying appropriate contractual or other arrangements for maintenance, repair and sanitation in the hotel/motel or record of such. Such information would include, for example, contracts with private carters, bills, receipts, or other evidence of performance.

- ☐ I/we agree to inspections of the facility two times per year or whenever complaints are received by DSS. Provide Chautauqua County Department of Social Services' officials open access to facilities including building equipment, rooms and cleaning closets. Provide Social Services Officials with paperwork outlined in 18 NYCRR 352.3.

- ☐ I/we are not in arrears upon any debt or in default of any obligation owed to the County.

- ☐ I/we have not failed to satisfactorily perform pursuant to any prior agreement with the County.
- ☐ I/we meet required insurance provisions.
- ☐ I/we are familiar with all federal, state and local laws and regulations and will conform to said laws and regulations.
- ☐ To the best of my/our knowledge, all of the application information I/we have provided is true and correct. I/we understand that any willful misstatement of material fact will be grounds for disqualification. The County of Chautauqua is hereby granted permission to verify any of the information in the application in any appropriate manner.

Certification

The undersigned certifies that he or she is a principal officer of the applicant agency and has knowledge of, and certifies that the information contained herein is complete and accurate. Furthermore, the undersigned certifies that the applicant sponsored programs, services and activities are available to the general public, advertised as such, and not subject to discrimination based on sex, race, creed, religion or national heritage.

Proposer Agency Name

Name and Title

Applicant Signature

Date

Attachment B – Emergency Contacts

Hotel Name _____

Address _____

DSS Contact Name _____

Email _____

Phone _____

Cell Phone _____

DSS Contact Name _____

Email _____

Phone _____

Cell Phone _____

Hotel Management Contact Name _____

Email _____

Phone _____

Cell Phone _____

Hotel Management Contact Name _____

Email _____

Phone _____

Cell Phone _____

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

Assignment. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any of its right, title, or interest therein, or the power to execute this Agreement, without the prior written consent of the County. (GML Section 109)

Audit. County, itself or through a third party, reserves the right to audit Contractor upon reasonable notice to ensure compliance with this Agreement. Contractor shall fully comply with any such audit.

Binding Agreement. This Agreement shall be binding on the parties, their successors, heirs, and assigns.

Confidentiality. Information relating to individuals who may receive services pursuant to this Agreement shall be confidential, and maintained and used only for the purposes intended under this Agreement, in accordance with all applicable State and Federal laws, rules and regulations and industry standards. If Contractor is a Business Associate of the County as defined by HIPAA, Contractor shall comply with the terms of County's standard Business Associate Agreement, as the same may be amended from time to time, unless otherwise agreed upon in writing by the parties. This requirement shall survive termination of this Agreement.

Conflict. In the event of a conflict between the terms of this Agreement and the terms of any other Contract Document, the terms of this Agreement shall be controlling notwithstanding anything in Contractor's documents to the contrary.

Debarment/Suspension – *see County solicitation documents.*

Digital Signatures and Document Storage. Each party may affix a digital signature to this Agreement by electronic means. By affixing a digital signature the parties are affirming they have authority to enter into this Agreement, and that this Agreement executed by digital signature or other electronic means shall be legally binding and effective. Each party also agrees that this Agreement, and any document including or relating to this Agreement,

may be imaged and stored electronically and may be introduced as evidence as original business records and neither party shall contest their admissibility.

Entire Agreement. This Agreement contains the sole and entire Agreement between the parties relating to the goods and services provided hereunder and shall supersede any and all other Agreements between the parties. Any other statements or representations made by either party are void and have no force or effect.

Execution in Counterparts. This Agreement, and any amendment or modification, may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. The exchange of copies of signature pages by scanned portable document format (".pdf") email attachment, or through any digital signature program, shall constitute effective execution of this Agreement, and .pdf copies of this Agreement shall have the same force and effect as an original.

Force Majeure. Either party may terminate or suspend its performance under this Agreement, in whole or in part, immediately upon the occurrence of a "force majeure." A "force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the County which render performance of its obligations impossible.

Guarantee. Contractor shall fully guarantee the quality and workmanship of the services and/or goods provided, and shall represent and warrant that such goods or services meet or exceed all applicable industry standards.

Governing Law. Notwithstanding any statement in this or any other document to the contrary, this Agreement shall be governed by the laws of the State of New York, without regard to its principles on conflicts of law, and Contractor consents to New York State Court jurisdiction in Chautauqua County, New York as the exclusive jurisdiction for this contract, and any disputes hereunder shall be heard by a court of competent jurisdiction in Chautauqua County, New York, unless this paragraph is physically crossed out and initialed by both parties, or unless the Federal supremacy clause requires otherwise.

Independent Contractor. Contractor is an independent contractor and not an employee, servant, or agent of the County. Contractor shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement.

Indemnification. Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the goods provided or services to be rendered by Contractor or its subcontractors pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold County and its officers and employees harmless from any liability, claim, demand, loss, judgment, expense, and cost of every type, amount, and nature, direct and indirect and without limitation, including the costs of defense, arising from Contractor's performance or failure to perform the terms of this Agreement. In the event that this Agreement is funded by Federal or State funds, and County is required to indemnify the funding source(s) of this Agreement, Contractor shall be required to indemnify the funding source to the full extent that County is contractually obligated to do so, to the extent such obligation arises from Contractor's action or failure to act in accordance with this Agreement.

All money expended by County as a result of such claims, actions, damages, losses, expenses, and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by Contractor to County.

Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement, including attachments and referenced items, deemed to be in conflict, unless specifically stated otherwise.

Insurance. Unless waived by the County Attorney or his/her designee in writing, Contractor shall secure and maintain the insurance specified at <https://chqgov.com/finance/insurance-requirements> incorporated by reference as though fully set forth herein, with County named as an additional insured for purposes of coverage on a direct, primary, and non-contributory basis. The insurance afforded the additional insureds shall be at

least as broad as that afforded to the first named insured. County as additional insured will be entitled to the limits stated in the contract or the full limits of the policy, whichever is greater. Contractor shall file a certificate of insurance with the County prior to performing pursuant to this Agreement or receiving any payment. Contractor shall provide new insurance certificates when the existing certificates expire, without demand.

Contractor shall immediately forward to County (fax (716) 753-4888) any notice of actual or pending termination, suspension, or non-renewal of insurance. In the event Contractor's insurance expires or is terminated or suspended, County shall have all rights available for breach of contract, and may declare this Agreement to be automatically and immediately terminated effective as of the moment of expiration, termination, or suspension. In addition, County reserves the right to withhold payment to Contractor until such new certificates have been provided and approved. County shall have unlimited access to Contractor's insurance company and policies.

Licenses and Permits. Contractor shall secure and maintain throughout the term of this Agreement all necessary licenses, permits, and other certifications and qualifications required for its performance of this Agreement. Contractor shall immediately notify the County of any notice of, or actual, revocation or restriction of a license, permit, or other certification necessary for its performance of this Agreement. In the event of a revocation which prohibits Contractor from being able to perform this Agreement, this Agreement shall automatically terminate effective as of the moment of such revocation.

Non-Discrimination. In the performance of this Agreement, Contractor will not discriminate or permit discrimination against any individual or group on the grounds of age, color, creed, disability, domestic violence victim status, handicap, marital status, military status, national origin, political affiliation, predisposing genetic characteristics, race, religion, sex (including gender identity or expression), sexual orientation, or veteran status. Contractor shall comply with County's Title VI (non-discrimination) policy, which can be obtained by contacting the County Compliance Officer at (716) 753-4714, and with the County's DBE policy.

Notice of Investigation. Contractor shall notify County in writing within five (5) calendar days of obtaining knowledge of the commencement of any investigation or audit or adverse action against Contractor by any governmental agency, to the extent such audit, investigation, or action relates in any way to contract goods or services.

Payment. Contractor shall invoice County within ninety (90) days of the date of service. Payment will be made upon timely receipt of a properly executed invoice in form and content approved by the Department Head, or a duly authorized subordinate of the department requesting services, accompanied by such documentation as is reasonably requested. By submitting a claim to County for payment, Contractor certifies that: claims are just, true and correct; goods are of the quantity and quality stated and/or that the services were actually performed; that prices are reasonable and in accordance with the Agreement; that no portion of the claim has been paid; that there exist no offsets or counterclaims on this or any other Agreement with the County; and that no tax is included. Contractor acknowledges that County issues vendor payments electronically, and shall complete payment forms as required by the County for that purpose. Electronic Payment Methods forms can be found at: <http://www.co.chautauqua.ny.us/218/Form-s-Applications>.

Performance Time. Notwithstanding the stated Agreement date or term, County shall not be obligated to pay for goods or services which are furnished: prior to the date this Agreement is executed by both parties; or during any time when the required insurance is not in place.

Records. Contractor shall keep and maintain records and other documents as required by the Agreement. Contractor shall submit to County upon request such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data that County may request concerning work performed or to be performed under this Agreement. All books and records of Contractor shall be available upon request for inspection and/or audit and/or copying by the County during the time hereof and for a period of six (6) years hereafter. Contractor shall also comply with audit requirements of third parties, as identified in Contract Documents.

Set-Off Rights. County shall have all of its common law, equitable, and statutory

rights of set-off. These rights shall include, but not be limited to, the option to withhold for the purposes of set-off any money due to Contractor under this or any other Agreement, up to any amounts due and owing to County with regard to any contract with any Chautauqua County department, office or agency.

Severability. Should any part, term, or provision of this Agreement be determined, by a court of competent jurisdiction, to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be impaired or affected.

Statutory Compliance. Contractor shall perform in accordance with all applicable federal, state, and local laws, rules and regulations, including without limitation any applicable provisions of the Labor Law of the State of New York. All statutory and regulatory provisions applicable to this Agreement are hereby incorporated by reference. Contractor shall provide, at its own expense, all permits, licenses, and certifications required for the performance of its services and provision of goods pursuant to this Agreement and shall be solely responsible for paying any and all fines or penalties incurred as a result of any improper activities. Contractor's performance shall meet or exceed industry standards.

Subcontracts. Contractor shall: (a) require any subcontractor, agent, volunteer, or other third party (Third Party) performing Agreement services to comply with all applicable Federal, State and Local laws, rules and regulations; (b) adopt and perform such review and inspection procedures as are necessary to ensure compliance by Third Party with this Agreement; (c) require any third party to indemnify County against any and all claims arising out of such Third Party's performance of, or failure to perform, the Agreement, with Contractor assuming such indemnification itself to the extent a Third Party fails to do so; and (d) remain fully obligated under this Agreement notwithstanding its delegation of a Third Party to undertake all or any portion of the performance of this Agreement. Contractor shall inform Third Parties, and require Third Parties to abide by, all relevant provisions of this Agreement.

Survival. The terms and conditions of this Agreement shall survive the expiration of this Agreement to the full extent necessary for their enforcement and for the

protection of the party in whose favor they operate.

Termination Obligations. Upon receipt of notice of termination of this Agreement, Contractor shall cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, unless otherwise directed by County, and shall not incur any new obligations after receipt of the termination notice without written approval of County.

Waivers. Any waiver of a breach of this Agreement shall not be deemed to be a waiver of any preceding or future breach of the same or any other covenant, term, or condition.

Wages and Hours. When applicable, Contractor shall comply with §§220-e and 239 of New York State Labor Law. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, if this is a public work contract covered by Article 8 of the Labor Law, Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by County of any County-approved sums due and owing for work performed upon the project.

Workers Compensation Coverage. If this Agreement is of such a character that the employees engaged thereon are required to be insured under the workers' compensation law, then, in accordance with General Municipal Law §108, this Agreement is void and of no effect unless the person or corporation making or performing this Agreement shall secure compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance with the provisions of the workers' compensation law.

CHAUTAUQUA COUNTY MINIMUM INSURANCE REQUIREMENTS

INSURANCE SHALL BE PROCURED AND CERTIFICATES DELIVERED BEFORE COMMENCEMENT OF WORK OR DELIVERY OF MERCHANDISE OR EQUIPMENT.

This document shall be attached to and become part of the contract/agreement/service order. The contractor shall immediately forward to County, via facsimile to the County Department of Insurance (716) 753-4888 any notice of actual or pending termination, suspension or non-renewal of any of its policies. In the event the contractor's insurance expires or is terminated or suspended, County shall have all rights available for breach of contract and the contract/agreement/service order shall automatically and immediately terminate effective as of the moment of expiration, termination or suspension. The contractor agrees that County shall have unlimited access to its insurance company and policies.

Certificate Requirements The certificate must:

- A. be addressed to **CHAUTAUQUA COUNTY**, Department of Insurance, 3 N. Erie Street, Mayville, NY 14757-1007;
- B. specify all coverage required below and elsewhere in the contract. **Bid specifications or particular contracts, leases or agreements may require alternate coverages and limits, which must be evidenced on the Certificate in lieu of the coverages and limits specified below;**
- C. be issued by an insurer which has at as a minimum, BEST'S RATING of A- and be size category VII or higher;
- D. state "**CHAUTAUQUA COUNTY** shall be an additional insured, as well as a certificate holder, on a direct, primary and non-contributory basis including products and completed operations"
Note: Professional Liability, Worker's Compensation, and Disability Benefits Liability Insurance policies are not required to have the County as an additional insured, however County shall be named as certificate holder;
- E. include a waiver of subrogation for "**Construction and Maintenance**" and "**Property Leased to Others or Use of Facilities or Grounds**" coverage;
- F. state "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions"; and
- G. be delivered to the Chautauqua County, Department of Insurance, 3 North Erie Street, Mayville, New York 14757, Fax No. (716) 753-4888

MINIMUM COVERAGE LIMITS ARE AS FOLLOWS:

Policy	Construction and Maintenance	Professional Services	Property Leased to Others or Use of Facilities or Grounds	Concessionaires Services	Livery Services	All/Purposes Public Entity Contracts
Commercial General Liability *	<i>\$1,000,000 per occurrence, \$2,000,000 aggregate</i>	<i>\$1,000,000</i>	<i>\$1,000,000</i>	<i>\$1,000,000</i>	<i>\$1,000,000</i>	<i>\$1,000,000</i>
- Premises & Operations	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Completed OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independent Contractors	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form PD	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE
- X, C, U	INCLUDE		INCLUDE			
- Personal Injury			INCLUDE	INCLUDE		
- Liquor Law			INCLUDE			
- Host Liquor						INCLUDE
Auto Liability	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
- Owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Hired	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Non-Owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess Umbrella Liability*	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$ 5,000,000	\$1,000,000
NYS Disability Benefit **	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Worker's Compensation **	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
& Employer's Excess Liability	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
Owners Contractors Protective	\$1,000,000					
Professional Liability		\$1,000,000				

*The comprehensive/commercial general liability limits can be met by one or more policies or in combination with an excess and/or umbrella liability policy. The COI must indicate if the coverage trigger is an 'occurrence' form or a 'claims-made' form.

** NYS Work Comp Board requires special certificates of insurance for these coverages. WC needs to be on C-105.2 (9-07) or U-26.3. Any business with a location in NYS must show DB on a DB-120.1(5-06) showing beginning and ending dates or DB-155. Self Employed vendors must use CE-200 to waive WC and DB. Form can be completed on NYS WCB website electronically.

Construction and Maintenance contractors shall carry insurance for a minimum of two years after completion of the work. The expiration date for any claims-made policy must be at least ninety (90) days after the expiration of the contract for services or final delivery of any products. All claims made policies shall continue to provide evidence of coverage three (3) years after completion of work or product delivery.

NOTE: Childcare providers minimum liability coverage is \$1,000,000 and must include sexual abuse coverage, with cancellation notice as provided for in the insurance policy. The naming of Chautauqua County as an additional insured on Day Care insurance is required.