

# Request for Proposals



Project: Zoning Code Update – Village of Watkins Glen, NY

Project Funding: This project will be funded by the NYS Department of State, under the Downtown Revitalization Initiative (DRI)

Issuing Agency: Village of Watkins Glen

Issuing Date: February 5, 2020

Response Deadline: April 7, 2020

Contact: Lonnie Childs  
303 N Franklin St  
Watkins Glen, NY 14891  
607-535-2736  
[villageclerk@watkinsglen.us](mailto:villageclerk@watkinsglen.us)

## **ZONING CODE REWRITE**

The Village of Watkins Glen is currently accepting proposals from qualified firms to perform a comprehensive update to its zoning code and corresponding zoning map. The new code and map shall be in compliance with State statutes and shall be consistent with the Village's Comprehensive Plan and various community plans.

Proposals received via the competitive bidding process will be reviewed by the Zoning Update Committee comprised of Village Officials and Staff and others as appointed by the Village Board.

## **BACKGROUND**

The Village of Watkins Glen is located at the southern tip of Seneca Lake, in the heart of the Finger Lakes region of New York State, with a growing population of approximately 2,000. The Village of Watkins Glens scenic beauty, abundant recreational amenities, and proximity to population centers such as Rochester, Ithaca, and Corning, also make it an attractive locale for potential investors. The economy of the Village of Watkins Glen and Schuyler County is heavily dependent on agriculture, manufacturing and tourism.

In recent years the Village has struggled to balance new development and the expansion of tourism-related growth (particularly around the development of short-term vacation rentals) to maintain the components of a "traditional" small town and the character of the Village.

In August 2017, the Village of Watkins Glen was one of 10 communities identified by the New York State Regional Economic Development Councils (REDC) to receive \$10 million in State funding. The \$10 million was awarded to support a Downtown Revitalization Initiative (DRI) to transform downtowns ripe for development through a comprehensive, community-driven approach. The DRI program was first launched in April 2016 by Governor Andrew M. Cuomo to improve the places that people live, work and raise families, by generating new opportunities for local development and investment. This zoning update was one of the projects awarded under the DRI program.

## **PURPOSE**

The Village of Watkins Glen wants to update their zoning code and zoning map in a way that will promote a style of development that preserves the charm of Watkins Glen while allowing development in a proactive way that is consistent and enforceable for the current residents, new residents, businesses, developers and the Village. The Village of Watkins Glen has identified the following issues which serve as the purpose for the update:

The state of the current Zoning Code is not unusual:

- It is traditional in nature and contains design standards that are outdated and difficult to administer.
- Numerous amendments have been made that sometimes are not consistent with the rest of the code.
- It is not user-friendly and lacks consistent graphics to improve readability.

## SCOPE OF WORK

With assistance from Village staff, elected officials, Schuyler County Planning Department and others appointed by the Village Board, the selected consultant will conduct a public process to develop a new Zoning Code for the Village of Watkins Glen. It is anticipated that the selected consultant will create a state of the art zoning code that will consider all zoning tools such as: form-based standards, traditional zoning and hybrid solutions. These standards and new code shall support walkable neighborhoods and mixed-use commercial areas. The new code should assist to preserve the character and historic structures of the Village. This update should also incorporate the key concepts of Smart Growth, New Urbanism principles, and architectural design standards. It should include graphics when appropriate. This update should also include modifications to the sign code in order to meet the legal requirements stipulated in Reed v. Town of Gilbert.

The Zoning Update Committee appointed by the Village Board will work with the selected consultant to build a final scope of work. Expected deliverables should include the following:

- **Current Zoning Code Audit.** The consultant will work closely with Village staff in producing a diagnosis of the existing code.
- **Review of Comprehensive Plan/ Downtown Revitalization Initiative Plan.** The consultant will review and identify Plan Goals, Objectives and Recommendations to ensure the new code will be consistent with recent planning documents
- **Public Outreach.** The consultant will develop a public outreach strategy designed to inform community stakeholders and the general public on the state-of-the-art zoning code, as well as conducting regular meetings and web/social media interaction throughout the process.

In addition to regular meetings with the Zoning Update Committee, the consultant shall hold a minimum of two public meetings to inform the public concerning the project and solicit public input.

- **Evaluation of Existing Neighborhoods, and Districts.** The consultant will study existing neighborhoods and districts and determine unique areas that may warrant context-sensitive regulations.
- **Drafting the Document.** The consultant will prepare drafts of the zoning code, including graphics, and zoning map for review by Zoning Update Committee, culminating in a final version to be acted upon by the Village Board.

Issues to be addressed include, but are not limited to:

- Development of zoning that encourages vibrant neighborhoods, downtown revitalization and historic preservation.
- Examination of Short-Term Rental regulations to propose regulations that accommodate trends within this economy and protect the existing neighborhoods and community character.

- Inclusion of zoning regulation requirements that will encourage pedestrian and bicycle friendly practices, complete streets, and the protection of critical environmental areas, waters, and natural resources.
  - Inclusion of zoning regulation that address signage requirements within the code to ensure consistency with current legal requirements
  - Inclusion of zoning regulation to accommodate the changing population. Including such things as housing, aging populations, etc.
  - Inclusion of subdivision regulations.
  - Inclusion of clear and administrable Design Guidelines.
- **Integration of the New Code into User-Friendly Formats.** The consultant will work with Village staff as well as its information technology vendors to make the new code accessible and interactive with the public and is suitable for electronic distribution.
  - **Staff Training.** The Consultant shall provide resources to assist Village staff with implementation of the new code through a ‘start-up’ period not to exceed one year.

Fifteen (15) Hard Copies, and One (1) digital copy of all work shall be provided. All work products, data, and digital files shall be editable and within “normal printing dimensions” and be fully owned by the Village of Watkins Glen and New York State.

Funds for the project have been awarded through NYS Department of State Funding. The project is not to exceed \$50,000.

## **SUBMITTAL REQUIREMENTS**

Proposals should be marked “Village of Watkins Glen: Zoning Code Update Proposal” and sent to the attention of Lonnie Childs, Village of Watkins Glen Clerk, and be received at the Village of Watkins Glen Offices, 303 N. Franklin Street, Watkins Glen, NY 14891 by Monday, April 7, 2020, at 4:00 P.M. Each submittal should include one (1) hard copies and one (1) electronic copy on a flash drive. Firms interested in submitting a proposal shall submit the following:

1. Letter of Interest with a brief description of the services that will be provided.
2. A roster of all team members.
3. A statement of qualifications, including at least one digital sample of a recent relevant project. If the sample was not prepared by the team members who will be working on the Village of Watkins Glen Zoning Code Update, include relevant samples of work by those team members.
4. A Brief description of your philosophy and/or approach to the project which demonstrates the team’s understanding of the project and the relevant issues.
5. A proposed public input process including expected outcomes of each meeting.
6. A proposed Scope of Work describing your approach to accomplishing the objective stated in the RFP and identifying the methodology proposed. The consultant is encouraged to include suggestions or supplemental tasks which may enhance the

project or streamline the scope of work and improve cost effectiveness. Clearly articulate all assumptions regarding data and information that you expect from the Village.

7. A Detailed Budget identifying the key components and subcomponents. Estimates must include the costs to complete each component and subcomponent, including estimated staff costs. The budget should use the same terminology as the project approach and schedule.
8. A time-line showing the estimated length of time for completion of the project. Time estimates should be expressed in number of days/weeks without reference to a specific starting date. The time-line should identify when draft and final work products will be submitted to Village staff.
9. A minimum of three references for a similar scope of work for similarly sized communities should be submitted.
10. Insurance Statement: Provide a statement that the firm has reviewed and is willing to meet the requirements specified in Appendix A – Standard Clauses for The Village of Watkins Glen Contracts and provide insurance as specified in Appendix B – Minimum Insurance Standards for The Village of Watkins Glen Contracts.
11. Any other information you would like to submit that you feel will assist us in the evaluation of your firm’s qualifications.

## **SELECTION CRITERIA**

The Village will use objective criteria to determine each consultant’s suitability to perform this work. Evaluation criteria shall be scored on a 100-point scale based on criteria that include:

- Relevant Experience of Firm (20pts)
- Relevant Experience of Project Team (20pts)
- Understanding of the Issues (20pts)
- Public Process (15pts)
- Clarity of Presentation (15pts)
- Project Cost (10pts)

The Village’s Zoning Update Committee will review all proposals based upon the above stated criteria and may interview selective consultant teams. Following the interview process, it is the intention of the Village of Watkins Glen to negotiate a contract with one consultant. If a contract cannot be successfully negotiated with the selected firm, the Village reserves the right to negotiate with the next firm listed in the evaluation ranking. The Village of Watkins Glen reserves the right to accept proposals in whole or in part, and to reject any and all proposals. If you have any questions, contact Lonnie Childs by phone at 607-535-2736, or by email at [villageclerk@watkinsglen.us](mailto:villageclerk@watkinsglen.us)

## **M/WBE PARTICIPATION**

The Village of Watkins Glen strongly encourages Minority/Woman Business Enterprises to submit proposals under this RFP.

## NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this Bid or Proposal, the Bidder certifies that: (a) This Bid or Proposal has been independently arrived at without collusion with any other Bidder or with any competitor or potential competitor; (b) this Bid or Proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of Bids or Proposals for this project, to any other Bidder, competitor or potential competitor; (c) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (d) the Bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law; (e) the person signing this bid or proposal certifies the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder as well as to the person signing in its behalf.

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Name of Corporation or Individual Submitting Proposal

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Signature

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Address

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City, State, Zip

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Phone

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Email

# Appendix A

**STANDARD CLAUSES FOR VILLAGE OF WATKINS GLEN CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**



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**STANDARD CLAUSES FOR SCHUYLER  
VILLAGE CONTRACTS**

The parties to the attached contract, license, lease, amendment, renewal or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the Village of Schuyler ("the Village"), whether a contractor, vendor, licensor, licensee, lessor, lessee or any other party):

1. **RELATIONSHIP OF PARTIES.** Contractor shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim that any of its officers or employees are officers or employees of the Village by reason of this Agreement. Contractor further agrees that it will not make against the Village any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Village, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
2. **EXECUTORY CLAUSE.** (A) **All Contracts.** In accordance with § 362 of the Village Law, the Village shall have no liability under this contract to Contractor or to anyone else beyond funds appropriated and available for this contract. (B) **Certain Installment Purchase Contracts.** Further, in the case of an installment purchase contract, pursuant to General Municipal Law § 109-b, any such installment purchase contract is not a general obligation of the Village. Neither the full faith and credit nor the taxing power of the Village of Schuyler are pledged to the payment of any amount due or to become due under such installment purchase contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contract. Further, no liability on account thereof shall be incurred by the state of New York municipal bond bank agency beyond the amount of such monies. It is understood that neither this contract nor any representation by any employee or officer of such agency creates any legal or moral obligation to appropriate or make state monies available for the purpose of the contract.
3. **EXTENSIONS, RENEWALS, MODIFICATIONS.** Extensions or renewals to the Agreement or any modification including new products, terms, or price changes to the Agreement shall be submitted by the Contractor to the Village for approval by the Village Board of Trustees in order to be effective. No provision of a contract which states that the term of the contract shall be deemed renewed for a specified

additional period shall be effective against the Village, absent a subsequent resolution of the Village Board of Trustees, specifically authorizing such renewal.

4. **NON-ASSIGNMENT CLAUSE.** In accordance with § 109 of the General Municipal Law, this contract may not be assigned by Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the Village's previous written consent, and attempts to do so without such consent are null and void.
5. **INSURANCE AND INDEMNIFICATION. HOLD HARMLESS.** (A) **Insurance.** (i) (a) Contractor covenants and agrees to maintain in full force and effect during the term of this Agreement, and any subsequent term, comprehensive insurance in form, term and content satisfactory to the annexed standards of the Village, which are incorporated herein (*Appendix B: Village Insurance Requirements For Contractors*) and, to prove as evidence of such compliance, insurance certificate(s) which shall be annexed to and made part of this Agreement. (b) The applicable Category of insurance requirements shall be stated in the face sheet of the contract and/or the Bid documents and/or the response to a Request for Quotes/Proposals. (c) Said certificate(s) shall be annexed hereto prior to or at the time of execution of this Agreement by the Village. (d) Contractor acknowledges that failure to obtain or maintain such insurance on behalf of the Village constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The Village shall, if it deems it necessary, have the right to ask for additional certification at different points throughout the life of the contract. (B) **Indemnification, Hold Harmless.** Notwithstanding the limits of any policy of insurance provided or maintained by Contractor, Contractor shall defend, indemnify and hold harmless the Village of Schuyler and its officers, employees and agents from all claims, actions, suits, liabilities, damages, awards, costs and expenses (including, without limitation, attorneys' fees) of every nature and description arising out of or related to the services provided by Contractor under this Agreement and arising out of or caused by any act, omission, breach or negligence of Contractor or its officers, employees, volunteers, or agents. Contractor's duties and obligations pursuant to this paragraph shall survive the termination or expiration of this Agreement.
6. **WORKERS' COMPENSATION BENEFITS.** This contract shall be void and of no force and effect unless Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law (WCL). Contractor understands and agrees that pursuant to WCL § 57 (workers' compensation requirements), Contractor must

provide one of the following forms to the government entity issuing the permit or entering into a contract: (A) Form CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; (B) Form C-105.2, Certificate of Workers' Compensation Insurance; or (C) Form SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Worker's Compensation Group Self-Insurance. Pursuant to WCL § 220(8) (disability benefits requirements), Contractor must provide one of the following forms to the entity issuing the permit or entering into a contract: (A) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (see above); (B) DB-120.1, Certificate of Disability Benefits Insurance; or (C) DB-155, Certificate of Disability Benefits Self-Insurance. (In the case of NYS Agencies acceptable proof consists of a letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation). Contractor acknowledges and agrees that, pursuant to the New York State Workers' Compensation Board, ACORD forms are not acceptable proof of such coverage.

7. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Art. 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with § 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in § 230 of the Labor Law, then, in accordance with § 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of § 220-e or § 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent

violation. It is the sole responsibility of Contractor to determine if Contractor is subject to this contract provision and to ensure compliance with same.

8. **COMPLIANCE WITH ANTI-SEXUAL HARASSMENT LAWS.** As a condition of entering into this contract, Contractor affirms, under penalty of perjury, that Contractor has implemented a written workplace policy addressing sexual harassment prevention and that it provides annual training for all its employees, pursuant to the requirements of Labor Law § 201-g and other applicable statutes, regulations and case law.
9. **WAGE AND HOURS PROVISIONS FOR CERTAIN CONTRACTS.** If this is a public work contract covered by Art. 8 of the Labor Law or a building service contract covered by Art. 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, effective April 28, 2008, if this is a public work contract covered by Art. 8 of the Labor Law, Contractor understands and agrees that the filing of payrolls in a manner consistent with Subd. 3-a of § 220 of the Labor Law shall be a condition precedent to payment by the Village of any State approved sums due and owing for work done upon the project. It is the sole responsibility of Contractor to determine if Contractor is subject to this contract provision and to ensure compliance with same.
10. **SET-OFF RIGHTS.** The Village shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Village's option to withhold for the purposes of set-off any moneys due to Contractor under this contract up to any amounts due and owing to the Village with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Village for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Village shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the Village agency, its representatives, or the Village Treasurer.
11. **RECORDS.** Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively,

"the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The Village Board of Trustees, Village Treasurer and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Village shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under § 87 of the Public Officers Law (the "Statute") provided that: (i) Contractor shall timely inform an appropriate Village official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Village's right to discovery in any pending or future litigation.

12. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (A) Pursuant to Tax Law § 5, Contractor understands and agrees that, notwithstanding any other provision of law, the Village shall, at the time the Village contracts to purchase or purchases goods or services or leases real or personal property from any person, require that each such person provide to the Village such person's federal social security account number or federal employer identification number, or both such numbers when such person has both such numbers, or, where such person does not have such number or numbers, the reason or reasons why such person does not have such number or numbers. Such numbers or reasons shall be obtained by the Village as part of the administration of the taxes administered by the New York State Tax Commissioner for establishing the identification of persons affected by such taxes. (B) Contractor further understands and agrees that, notwithstanding any other provision of law, the Village shall, upon request of the commissioner, furnish to the commissioner the following information with respect to each person covered by this section: (1) business name or the name under which the applicant for a license or licensee will be licensed or is licensed; (2) business address or whatever type of address the Village requires the applicant for a license or the licensee to furnish to it; and (3) federal social security account number or federal employer identification number, or both such numbers where such person has both such numbers, or the reason or reasons, furnished by such person, why such person does not have such number or numbers. Notwithstanding Art. 6 of the Public Officers Law or any other provision of law, the report to be furnished by the Village to the commissioner pursuant to this section shall not be open to the public for inspection. (C) For the purposes of this section, "Person" shall mean an individual, partnership,

limited liability company, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, or any combination of the foregoing. However, such term shall not include any public corporation, corporation formed other than for profit or unincorporated not-for-profit entity, except such term shall include an education corporation of the type dealt with in § 221 of the Education Law, an education corporation subject to Art. 101 of the Education Law and a cooperative corporation.

13. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** Contractor certifies and warrants that any and all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of § 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subd. (including the Village) or public benefit corporation. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Except as might be specifically authorized by State Finance Law § 165, any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or wood product in performance of the contract shall be deemed non-responsive.
14. **COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** In the event Contractor conducts business in New York state, and owns or licenses computerized data which includes private information, Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa) as applicable.
15. **NON-COLLUSIVE BIDDING CERTIFICATION FOR CERTAIN CONTRACTS.** In accordance with General Municipal Law § 103-d(1), if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty 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 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.

16. **IRAN DIVESTMENT ACT REQUIREMENTS FOR CERTAIN CONTRACTS.**

In accordance with General Municipal Law § 103-g, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of Subd. 3 of § 165-a of the State Finance Law.

17. **HIPAA REQUIREMENTS FOR CERTAIN CONTRACTS.**

In the event that Protected Health Information is used or disclosed in connection with or in the course of the performance of the Agreement, a "Business Associate Agreement" (*Appendix C: Business Associate Agreement*), shall be attached to and incorporated by reference in the contract, in a form and content approved by the Village and shall apply in the event that Protected Health Information is used or disclosed in connection with or in the course of the performance of the Agreement by the party signing this Agreement as Business Associate, and pursuant to which Business Associate may be considered a "business associate" of the Village as such term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including all pertinent regulations issued by the U.S. Dept. of Health and Human Services, as amended.

18. **PROMPT AUDITING OF VOUCHERS AND LATE PAYMENT PROVISIONS.**

Consistent with accepted business practices and with sound principles of fiscal management, the Village shall audit vouchers and make payments expeditiously and subject to proper and reasonable financial oversight activities designed to ensure that the Village receives the quality of goods and services to which it is entitled and to ensure that public funds are spent in a prudent and responsible manner. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by General Municipal Law § 3-a and General Municipal Law Art. 5-a, to the extent required by law.

19. **CONFLICTING TERMS.**

In the event of a conflict between the terms of the contract (including any and all

attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

20. **GOVERNING LAW.**

This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise. Pursuant to Civil Practice Law and Rules 504(1), the place of trial of all actions related to this contract by or against the Village or any of its officers, boards or departments shall be in such Village.

21. **NO ARBITRATION.**

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily directed), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

22. **GIVING OF NOTICES.**

Any notice, request, or other communication required to be given pursuant to the provisions of this agreement shall be in writing and shall be deemed to have been given when delivered in person or five days after being deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, and addressed to the address listed on the face sheet of this contract. The address of either party to this agreement may be changed by notice in writing to the other party served in accordance with this provision.

23. **VILLAGE ATTORNEY'S APPROVAL.**

Contractor understands and agrees that the Schuyler Village Attorney's office may approve and make or require modifications, other than price and dates, prior to execution by the Village to ensure compliance with applicable federal, state and local laws and with all provisions of the Village's contract policy manual and insurance standards.

24. **DESCRIPTIVE HEADINGS FOR CONVENIENCE ONLY.**

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Contract.

25. **ACCURACY OF CONTRACTOR REPRESENTATIONS.**

Contractor understands, acknowledges and agrees that this Contract will be relied upon by, and filed with, registered or recorded in or otherwise become a part of the records of, the Village of Schuyler. Contractor affirms, under penalty of perjury, to the best of his/her/its knowledge, information and belief, that the representations, agreements and promises made by Contractor in this Contract, and all attachments thereto, including any and all exhibits or appendices, is true, complete and accurate.

# Appendix B

## **Minimum Insurance Requirements for the Village of Watkins Glen**

All entities working with the Village of Watkins Glen shall have a contract in place before the work period shall begin. Each entity shall maintain the appropriate insurance coverages and limits as per below for the full period of their contract.

### **Insurance Requirements:**

Each entity will provide the Village with a certificate of insurance showing the below referenced coverages and limits in force. Certificate Holder shall read: Village of Watkins Glen

303 N. Franklin Street  
Watkins Glen, NY 14891-1218

All insurance must be placed with companies authorized to do business in the State of New York with an A.M. Best Rating of A or higher.

Cancellation: The policies shall provide for thirty (30) days' notice to the Village for any cancellation, non-renewal or material change in coverage.

All policies below with the exception of Workers Compensation shall name the Village of Watkins Glen, its officers, employees & agents as additional insureds on a primary & non-contributory basis and a copy of the additional insured endorsement(s) shall accompany the certificate of insurance.

Waiver of Subrogation shall apply on all policies including Workers Compensation and name the Village of Watkins Glen, its officers, employees & agents.

### **General Liability**

Coverage should apply using ISO Form CG 00 01 or its equivalent

\$1,000,000 Per Occurrence Bodily Injury and Property Damage

\$2,000,000 Aggregate

\$2,000,000 Products/Completed Operations Aggregate to remain in force for 2 years after the completion

### **Automobile Liability**

Coverage should apply using ISO Form CA 00 01 or its equivalent and shall include all owned, leased, hired and non-owned vehicles.

\$1,000,000 Combined Single Limit for Bodily Injury & Property Damage

### **Umbrella Liability**

\$2,000,000 Each Occurrence

\$2,000,000 Aggregate

### **Workers Compensation & Employers Liability**

Workers Compensation statutory coverage per the laws of New York

Employers Liability limits:

\$500,000 Each Accident Limit/\$500,000 Disease Policy Limit/\$500,000 Disease Each Employee Limit

Proof of coverage must be provided on Workers Compensation Certificate form C-105.2 or equivalent form acceptable to the New York State Workers Compensation Board.

### **Professional/Pollution Liability**

When the contract involves services of a professional nature or a pollution exposure such as abatement the below limits shall apply

\$1,000,000 Each Occurrence

\$1,000,000 Aggregate

Once the REOI has been awarded the Village of Watkins Glen will want to have the final contract on an AIA or equivalent form.

The Village of Watkins Glen reserves the right to approve the security of the insurance coverages provided by the insurance company(ies) terms, conditions, and the Certificate of Insurance. Failure to fully comply with these requirements during the term of the Contract will be considered a material breach of contract and will be cause for immediate termination of the Contract at the option of Village.