

Study of Funding Mechanisms for Chautauqua Lake
Protection and Rehabilitation – Phase I
REQUEST FOR PROPOSALS (RFP)



PROPOSAL NO. RFP-1-21 PLAN

CHAUTAUQUA COUNTY PURCHASING DEPARTMENT

RFP ISSUE DATE:	December 6, 2021
QUESTIONS DUE BY:	December 29, 2021
PROPOSAL DUE DATE:	January 10, 2022
TIME:	3:30

RESPOND TO:

**CHAUTAUQUA COUNTY DEPARTMENT OF FINANCE
PURCHASING DEPARTMENT**

Attn: Rebecca Anderson

3 NORTH ERIE ST.

MAYVILLE, NY 14757

Email: AndersoB@chqgov.com

Paul M. Wendel Jr.
COUNTY EXECUTIVE

Kitty Crow
FINANCE DIRECTOR

Becky Anderson
PURCHASING MANAGER

Melissa Hamilton
PURCHASING CLERK

Statement of Work

Objective

The County of Chautauqua is soliciting proposals from qualified consulting firms to undertake a study of available options to raise funds to protect and rehabilitate Chautauqua Lake, and perhaps the watershed. The objective of the study is to provide necessary information on potential funding options so the County can determine the most viable funding option, or options, to pursue, and to use this information to “sell it” to the public as well as regulators.

Background Information and Purpose

Chautauqua Lake is one of the defining features of Chautauqua County and is a major driver of the County’s economy and culture. For decades, the Lake has suffered from nuisance plant growth caused by excessive nutrient loading and other factors. In 2002, the New York State Department of Environmental Conservation (DEC) and the United States Environmental Protection Agency (EPA) concluded that “Chautauqua Lake is an impaired lake, primarily due to the excessive phosphorus loading that is causing problematic growth of nuisance macrophytes [rooted aquatic plants] and algal blooms.” In spite of the work of many different organizations at solving them, these problems have persisted to the present day.

In 2017, the Chautauqua County Legislature formed the Chautauqua Lake Protection and Rehabilitation Agency (CLPRA) with the stated purpose “to evaluate lake protection and rehabilitation needs, and make recommendations to the County Legislature regarding the creation of a Chautauqua Lake Protection and Rehabilitation District(s) as may be necessary and in the best interests of the people of Chautauqua County.” This was done pursuant to [Article 5-A of the New York State County Law](#).

The CLPRA has met numerous times since its formation in order to explore the potential formation of a Chautauqua Lake Protection and Rehabilitation District (Lake District). The CLPRA, with the assistance of the County Planning and Development staff, has developed broadly defined options for elements of a lake district and obtained feedback from the community on these options. Community feedback was obtained primarily through an online survey with over 1500 responses; feedback showed support for a Lake District concept from the majority of respondents.

All of the district options explored by the CLPRA have been developed in order to comply with the narrow requirements of Article 5-A, and members of the community and the CLPRA have questioned what other funding options might be available beyond Article 5-A. The CLPRA feels that it is necessary to undertake a study to identify funding options to help mitigate issues with macrophytes and harmful algal blooms (HABs).

This study and the CLPRA’s efforts as a whole are intended to raise funds to help mitigate the ongoing problems with macrophyte growth and HABs in Chautauqua Lake. While many efforts are currently underway to stem the problem, all of them are expensive and funding is the primary hurdle to implementing programs that can effectively deal with Chautauqua Lake’s ongoing weed and HABs issues; hence, the need for a dedicated and predictable funding source. In other words, what Lake District-type options might be pursued to raise funding for in-lake maintenance activities, as well as

watershed projects?

The Concept

A lake protection and rehabilitation district, as defined by Article 5-A, is limited by the interpretation of the NYS Comptroller that the properties included in the district and charged a fee must have a clearly demonstrable benefit from the protection and rehabilitation of the lake. This may limit the properties in an Article 5-A district to those with direct or indirect lake access, or some other demonstrable benefit that might be identified. This may exclude the properties farther up in the watershed which contribute, many substantially, to the causes for which the lake needs protection and rehabilitation. This leaves the properties near the lake, which in many cases contribute minimally to the causes, bearing the entire cost for lake protection and rehabilitation. This is the central concept that we want to evaluate for options to address.

To summarize, we are trying to investigate what lake district-type options, whether or not authorized in current State law, might be pursued in order to raise funding for in-lake maintenance activities as well as lake protection activities in the watershed. If an optimal option is formulated that is not currently authorized by law, necessary State legislation to implement the optimal option could be sought by the County.

Scope of Work

1. Review of previous lake management efforts

- a. Meet with County staff and lake stakeholders, and review past plans, for the following background information:
 - i. Setting
 - ii. History of weed issues
 - iii. History of weed maintenance
 - iv. NYSDEC/USEPA Impaired Lake Status
 - v. Increasing prevalence of HABs
 - vi. Watershed Management Plan
 - vii. Macrophyte Management Strategy (MMS)
 - viii. Formation of Chautauqua Lake and Watershed Management Alliance
 - ix. Memorandums of Agreement/Understanding
 - x. Formation of CLPRA
 - xi. CLPRA efforts
 1. District details
 2. Survey results

Deliverables: Summary of previous lake management efforts for inclusion in study document, concluding with a discussion of funding needs.

2. Cost Analysis – how much money is needed to fully address the lake’s challenges?

- a. Collect data from lake stakeholders on past spending for lake and watershed maintenance, including:
 - i. Local municipalities: Town of Chautauqua, Town of Ellery, Village of Bemus Point, Town of Ellicott, Village of Celoron, Village of Lakewood, Town of Busti, Town of North Harmony, Village of Mayville, Chautauqua County

- ii. Lake organizations: Chautauqua Lake Association, Chautauqua Lake Partnership, Chautauqua Lake and Watershed Management Alliance, Chautauqua Watershed Conservancy, Chautauqua County Soil and Water Conservation District
- b. Research the current grant landscape for lake and watershed protection
- c. Spending for in-lake maintenance and watershed projects should be counted separately
- d. Estimate range of future lake maintenance costs based on past spending

Deliverables: Summary of recent historic spending (minimally 5 yrs.) on lake and watershed maintenance activities; projection of future spending needs to effectively manage lake weed, HABs and watershed issues.

3. Analysis of options for funding in-lake and watershed management activities

- a. Funding options previously identified by the County include:
 - i. Lake Protection and Rehabilitation District (Near-lake) – *the County has already completed a significant amount of work exploring this option and it will therefore not require the same level of research as other options*
 - ii. Watershed-wide District/Stormwater District
 - iii. County-wide District
 - iv. Boat/user Fees
- b. Identify any other potential funding options and concepts not previously discussed by County, whether or not currently authorized by State law
- c. Research and analyze each funding option for:
 - i. Regulatory landscape
 - ii. Practical feasibility
 - iii. Political considerations
 - iv. Estimated revenue potential
 - v. Timeline to implement funding mechanism
 - vi. Types of management activities permitted
 - vii. Other relevant considerations
- d. Explore where funding options have been utilized in other communities and how effective they have been
- e. Determine the pros and cons for each option

Deliverables: Analysis of each potential funding option for in-lake and watershed management.

4. Recommendation with broadly outlined details

- a. Based on analysis of each funding options, prepare a recommendation to the County on the preferred option, or options if a combination is most viable
- b. The recommendation should include enough detail on how the option could be pursued and what it might look like for the County to effectively discuss the option with potential regulatory agencies/bodies. Details should, at a minimum, include:
 - i. District boundaries
 - ii. Fee rate/structure
 - iii. Estimated revenue potential
 - iv. Staffing/governance structure

- v. Foreseeable challenges with implementing program(s)
- c. Prepare an action plan of next steps and timeline for the County to move forward with the top recommendation

Deliverables: Recommendation of funding option(s), rationale, and preliminary details.

5. Public and committee meetings

- a. While public engagement is not intended to be a major component of the study, the consultant will still be expected to attend/prepare a minimum of 3 public meetings throughout the process
- b. Attend in-person project kick-off meeting with County stakeholders
- c. Attend 4-6 additional project committee meetings to keep County stakeholders apprised of study progress throughout the process (meetings may be held remotely)

Deliverables: Prepare materials for 3 public meetings, attend/present at 5-7 project committee meetings.

Final Deliverables: Document summarizing the study with the following components:

1. Executive Summary
2. History and Current Status of Lake Maintenance
3. Cost of Lake Maintenance: Past and Future
4. Analysis of Funding Options
5. Recommendations
6. Next Steps

The document should effectively tell the story of how the community arrived at this point, why additional funding is necessary, and how the proposed recommendation can help lake stakeholders achieve their goals for maintenance of Chautauqua Lake and potentially the watershed (if it is practicable).

30 print copies of the final document are to be delivered to the County, as well as a digital pdf version and any other relevant documents prepared during the project process.

This Scope of Work is by no means “locked in.” Assuming the consultant understands where we are and where we’re trying to go, we welcome other methods of study that we may not have included in the Scope of Work that can lead us to fulfilling our objectives.

Note: If the preferred option receives approval by state regulators and/or the public, which will be conceptual at the conclusion of this study, a Phase II implementation plan will be undertaken which will provide a much greater level of detail. The consultant that is chosen to complete Phase I would be given the opportunity to complete Phase II.

GENERAL TERM 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 Proposals 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. 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.
- 1.5. 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 2. SELECTION METHODOLOGY:

- 2.1 Selection of a consultant will follow a two-phased process. The initial prequalification phase focuses on evaluating and selecting proposals most responsive to the scope and caliber of services sought by the County and supported by consultant's approach, as well as the consultant's team, relevant experience, and cost realism relative to the proposed approach. A selection committee will evaluate each proposal and notify responsive candidate consultants of their conditional qualification.
- 2.2 Contract negotiations (phase II) involves negotiations with one or more technically responsive consultants to reach agreement on scope, approach, and cost that offers best value to the County along with high assurance of successful outcomes.

SECTION 3. SUBMISSION OF PROPOSALS:

- 3.1 Proposals shall be submitted to Chautauqua County Department of Purchasing, 3 North Erie St., Mayville, New York by January 10, 2022 at 3:30 p.m.
- 3.2 Please include the following information on the front of the sealed envelope:

Attention:	Rebecca Anderson
Proposal No:	RFP-1-21 PLAN
Title of Proposal:	Chautauqua Lake Funding Study

- 3.3 Any Proposals, or unsolicited amendments to the scope of the Proposals, received after

the due date and time specified on the cover page will not be considered in the review process. E-mailed documents will be accepted provided record copy signed proposals are delivered NLT January 3. 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.).

- 3.4 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. Service Providers 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 SERVICE PROVIDER 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 4. MODIFICATIONS OR WITHDRAWAL OF PROPOSAL:

- 4.1 Questions about or requests for clarification of an item for this RFP must be submitted in writing to Becky Anderson at andersob@chqgov.com. Questions must be submitted up until the date specified on the front page of this solicitation: ***December 29, 2021.*** 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.
- 4.2 Other than the contact person identified in this solicitation, or their designee, prospective Providers shall not approach County employees during the period of this RFP process about any matters related to this RFP.
- 4.3 A statement of qualification 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 opening. Fax, email, telephone, or verbal alterations will not be accepted. A submittal that is in the possession of Chautauqua County may be withdrawn by the vendor up to the time of the opening. Failure of the successful proposer to furnish the service awarded, as a result of this solicitation or any thereafter, may eliminate the proposer from the active vendors list for a period of time as determined by the Purchasing Manager.

SECTION 5. EVALUATION CRITERIA:

- 5.1 Chautauqua 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.
- 5.2 **Alternatives/Value-Added Considerations:** The Proposer may include items not specified

in this RFP in their proposal which the Proposer 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.

- 5.3 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.
- 5.4 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.
- 5.5 The evaluation will be based on a point system, with the maximum number of points equaling one hundred (100) points.
- 5.6 **Weighted value scoring matrix for proposals:**

Experience, qualifications and technical expertise of the firm and its staff or its partners assigned to this project	25 points
Methodology and approach proposed to accomplish the tasks specified in the Scope of Work	30 points
Similar services currently or recently performed for other clients involving similar activities	20 points
Proposed cost and cost realism	25 points

SECTION 6. PROPOSAL FORMAT AND SUBMITTALS:

- 6.1 The County requests that the following format be followed when submitting your proposal:
 - A. The title page: RFP Subject, name of Proposer, address, telephone, email address, contact person, and table of contents.
 - B. Methodology and Approach: Describe means and methods to be employed by the consultant in completing the study.
 - C. Qualifications and Organization: Describe the composition and qualifications of the proposed study team.
 - D. Experience & References: Provide at least three project summaries and references for past work of similar studies performed by the consultant on behalf of clients. Provide contact information for each reference.
 - E. 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 Chautauqua County must be included in this section. Alternatives must be costed separately and itemized.
 - F. Timeline: Include completion milestones for each step of the work program.
 - G. Budget: Budget and expense information which details all costs including
 - Personnel expenses which state the name and title of each individual assigned to the project, their hourly rate and the number of estimated hours the individual will be working on the project. The same information should be submitted in detail for subcontractors.
 - Administrative costs for travel, printing and other related expenses must be detailed.
 - Estimates of expense for each of the tasks with assumptions.

The project budget is not to exceed \$90,000.

- H. Mandatory Documents: Please use the Response Checklist when submitting your proposal.
- I. Page Limit: The combined technical approach, qualifications, experience, and references sections of the proposal is limited to 20 pages.

SECTION 7. PROPOSER QUALIFICATIONS:

- 7.1 Qualifications – Insurance coverage up to Chautauqua County's limits and additional insured status for Professional Liability, General Liability and Compensation must be in effect at the time of the award. Indicate what office(s) will be involved in the project and the location of the personnel involved.
- 7.2 Experience - Response to this RFP should include information about the Consultant's experience from past studies of similar scope, complexity, and relevance to the County's stated objectives.
- 7.3 Project Personnel - Designated individuals listed in the response shall be available to work on the project. Sub-consultants should be listed with the specific work to be performed. Provide an organizational chart to indicate lines of communication and responsibility.
- 7.4 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.
- 7.5 The County reserves the right to reject any submittal where an investigation of the available evidence or information does not satisfy the County that in its sole discretion, the Consultant is not qualified to properly carry out the terms of the Contract.

SECTION 8. AWARD AND CONTRACT INFORMATION:

- 8.1 Firms awarded a contract 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 Firms(s) expressly warrant 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 submittals, to waive any informality or technical defect, 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(s) 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 Consultant and the County.

- 8.6 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 qualified Consultant shall supply up-to-date certificates of insurance. Certificates may be emailed to the insurance department representative at the following email address:
wakamata@co.chautauqua.ny.us.

- 8.7 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.

SECTION 9: CONTRACT TERM:

- 9.1 **Contract Term:** The County intends to enter into a two (2) year contract with the awarded Consultant. The contract shall begin on or about February 1, 2022 and end on January 31, 2024.

PROPOSAL FEE FORM
CHAUTAUQUA COUNTY RFP-1-21 PLAN
Study of Funding Mechanisms for Chautauqua Lake Protection and Rehabilitation – Phase I
Due Date: January 10, 2022

The undersigned proposer is to provide a lump sum fee for the study of funding mechanisms for the protection and rehabilitation of Chautauqua Lake, as described in this RFP.

Phase I : Cost \$_____

Provide fully-burdened hourly rates with fee for emergent additional work that may be required.

Submitted by:

Proposer's Co. Name:	
Address:	
Phone No.:	
Fax No.:	
E-mail:	

**CHAUTAUQUA COUNTY
RESPONSE CHECKLIST - RFP-1-21 PLAN**

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

____ 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

RESPONSE FORM

RFP-1-21 PLAN

Study of Funding Mechanisms for Chautauqua Lake Protection and Rehabilitation – Phase I

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 our Proposals to submit for this solicitation. 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 Service's do not meet your specifications.

_____ Insurance Requirements

_____ 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: Becky Anderson, Purchasing Agent

Phone: 716-753-4918

Email: andersob@chqgov.com

ATTACHMENTS

**NON-COLLUSION CERTIFICATE
IRANIAN DIVESTMENT
FINANCIAL AFFIDAVIT
AFFIDAVIT OF A FOREIGN CORPORATION
CORPORATE ACKNOWLEDGEMENT
EXCLUSION CHECKS**

**INSURANCE REQUIREMENTS
"SAMPLE AGREEMENT"
TERMS & CONDITIONS**

NON-COLLUSION BIDDING CERTIFICATION

By submission of this bid, the bidder and each person signing on behalf of the bidder certifies, subject to the terms of Section 103-d of the General Municipal Law, as amended, and under penalty of perjury, that to the best of its knowledge and belief:

- (a) 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;
- (b) 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 being disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
- (c) 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.
- (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury affirms the truth hereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

Signature _____

Title _____

STATE OF NEW YORK)
COUNTY OF) SS:

On this _____ day of _____, 2021, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he resides at _____, New York: that he is the _____ of _____, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of said corporation.

Notary Public

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

A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law. Such list can be found on the website of the office of general services, <http://ogs.ny.gov/default.asp>."

Signature

Title

Date

Company Name

On January 13, 2012, Chapter 1 of the Laws of New York for 2012 was signed into law by Governor Andrew M. Cuomo. The law is known as the "Iran Divestment Act of 2012" (the "Act") and can be found at § 165-a of the NY State Finance Law. The Act became effective on April 12, 2012. The Act imposes limitations on "persons" that are determined to be engaged in investment activities in the Iranian energy sector, as defined in the Act.

On July 17, 2012, Governor Cuomo signed into law Chapter 106 of the laws of 2012, which extended the Iran Divestment Act to State and local public authorities, the State University of New York, and the City University of New York.

AFFIDAVIT OF FINANCIAL RECORDS

STATE OF _____

AFFIDAVIT

ss: (corporate)

COUNTY OF _____

_____, being duly sworn, deposes and says
that I have made a complete and thorough examination of the financial records
of said firm; and that I have determined that said firm is currently not in arrears in taxes
or upon dept or contract to or with the county of Chautauqua, that said firm has not
defaulted as surety or otherwise upon a contract or obligation to the County of
Chautauqua, and that said firm is not disqualified to bid upon municipal or state
contracts under any act of New York State Legislature.

Sworn to before this _____

Day of _____, 2021

NOTARY PUBLIC

AFFIDAVIT OF FOREIGN CORPORATION

STATE OF)
COUNTY OF) ss:

I, _____, as _____ of _____, Inc., a corporation, incorporated under the laws of _____, authorized to do business in New York, do hereby certify and affirm that Inc., has complied with Article 13 of the Business Corporations Law of the State of New York.

As proof I submit a copy of:

_____ A receipt of filing an application to do business in New York Secretary of State;
or

_____ A copy of our application for authority to do business in New York filed with the Secretary of State on _____, 20____.

As said corporation has complied with Article 13 of the Business Corporations Law of the State of New York, I hereby swear and affirm that _____, Inc., is authorized to do business in the State of New York.

Under penalties of perjury, I declare that the facts presented are true, correct and complete.

In witness whereof, I set my hand and attach the corporate seal on this day of _____ in the month of _____ year of 2021.

Title

Business Corporation Law of New York, Section 102 (7):

"Foreign Corporation" means a corporation ... formed under laws other than the statutes of (New York) ... "Authorized," when used with respect to a foreign corporation, means having authority, under Article 13 (Business Corporation Law) to do business in this state.

EXCLUSION CHECKS

Chautauqua County reserves the right to conduct exclusion checks on those who respond to its solicitations and on those with whom it contracts to verify that the contractor and its employees, subcontractors, and agents have not been sanctioned, excluded, debarred, suspended, or the subject of adverse governmental action by law enforcement, regulatory authorities, or licensing entities. This may include a check for exclusion from Federal healthcare programs. By submitting this proposal, you are: certifying that you are not prohibited from providing these services and/or goods as a result of being sanctioned, debarred, suspended, or excluded; agreeing that the County has the right to decline to enter into a contract with you in the event the County finds there to be a legal or funding source impediment to contracting with you; agreeing to provide written notice to the County immediately upon the occurrence of any sanction, exclusion, debarment, or suspension relating to your contract with the County; and agreeing that upon the occurrence of any such sanction, exclusion, debarment, or suspension, the County has the right to declare its contract with you to be terminated effective as of the moment of such occurrence or at such later date as is deemed by the County to be in the best interest of the County.

Name of Business

Authorized Signature

Printed Name

Date

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 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 *	\$1,000,000 per occurrence, \$2,000,000 aggregate	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
- 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.

AGREEMENT

Study of Funding Mechanisms for Chautauqua Lake Protection and Rehabilitation - Phase I

This Agreement is made as of February 1, 2022, by and between the following parties:

COUNTY: COUNTY OF CHAUTAUQUA, NEW YORK
A Municipal Corporation
Gerace Office Building
Mayville, New York 14757-1007
hereinafter called "County,"

-and-

CONTRACTOR: NAME OF CONTRACTOR
Address
City, State Zip Code
hereinafter called "Contractor."

WITNESSETH:

WHEREAS, President Biden signed into law the American Rescue Plan Act (ARPA) on March 11, 2021, and this legislation contains a wide array of stimulus and recovery funding designed to ensure the nation's swift economic and public health recovery from COVID-19, and

WHEREAS, Chautauqua County received an award of \$24,600,000 in ARPA funding, of which \$18,219,169 is available for general county spending based on the Treasury Department's revenue loss formula and other guidance, and the remaining \$6,380,831 in funding can only be spent on designated ARPA categories including premium pay; water, sewer, and broadband projects; and responding to the COVID-19 pandemic and its associated economic impacts, and

WHEREAS, pursuant to Resolution 202-21, the County adopted its ARPA Spending Plan (hereinafter called the "Plan"), consisting of priority projects that address the key strategic

categories as defined by Department of the Treasury to be sustainable and to have a County-wide impact, and

WHEREAS, the Chautauqua Lake District Work Plan Project was included as one of the priority projects approved in the Plan, and

WHEREAS, County issued RFP No. _____ dated _____, 20__, soliciting competitive proposals from qualified consulting firms to undertake a study of available options to raise funds to protect and rehabilitate Chautauqua Lake, and perhaps also the Chautauqua Lake Watershed, and

WHEREAS, in response to said RFP, Contractor submitted the proposal highest-scored by the evaluation committee based on the specific criteria in accordance with County's purchasing policy and New York State General Municipal Law, and

WHEREAS, Contractor is willing and able to perform the consulting services to undertake said study of Chautauqua Lake, and

WHEREAS, County is authorized to enter into this Agreement pursuant to Resolutions 232-21 and _____,

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Contract Documents. The Contract Documents consist of the following, including all current and future appendices, attachments, addenda, adjustments, updates, and amendments: this Agreement; County RFP No. _____ issued _____, 20__; Contractor's proposal dated _____, 20__; and all applicable federal, state, and local laws, rules, regulations, requirements, resolutions, ordinances, policies, procedures, manuals, circulars, licenses, permits, certifications, standards, guidelines, and guidance and implementation memos, as amended. Contract Documents are as fully a part of this Agreement as if attached hereto or repeated herein.

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 apply, 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 local, state, and Federal requirements.

2. Services. Contractor shall provide professional consulting services on behalf of County to undertake a study of available options to raise funds to protect and rehabilitate Chautauqua Lake, and perhaps also the Chautauqua Lake Watershed. Specifically, Contractors shall (insert description of services here). Contractor's services shall be carried out in accordance with the specifications set forth in County issued RFP No. _____, dated _____, 20__, and Contractor's proposal dated _____, 20__, which is attached hereto and made a part hereof as Appendix B.

3. Payment. The maximum sum payable by County to Contractor for services performed under this Agreement shall not exceed _____ and No/100 Dollars (\$_____). Payment shall be made upon submission by Contractor to County of properly executed, itemized, and certified invoices in a form and content approved by the Director of the Chautauqua County Department of Planning and Development or duly authorized

designee, together with all fiscal records and documentation as may be reasonably requested. All Contractor's expenditures shall be documented as required by the Federal Government.

4. Term. This Agreement shall commence as of _____, 20__, and shall terminate _____, 20__. County can terminate or cancel this Agreement in whole or in part, upon thirty (30) days' written notice to Contractor with accounts between the parties to be adjusted and prorated as of such termination date. In the event of a substantial or unanticipated reduction in funding, County reserves the right by written notice to immediately cancel or terminate this Agreement, in whole or in part, with accounts to be prorated and adjusted as of the date of such termination. County can immediately by written notice terminate this Agreement in the event Contractor violates any of the provisions of this Agreement.

This Agreement shall be deemed executory to the extent of funds made available to County by the Federal Government and appropriated by the County Legislature for the objects and purposes hereof and no liability on the part of County shall extend beyond the actual amount of funds received.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

COUNTY OF CHAUTAUQUA

BY _____ DATE _____
Paul M. Wendel, Jr., County Executive

NAME OF CONTRACTOR

BY _____ DATE _____
Signatory, Title

STATE OF NEW YORK)
COUNTY OF CHAUTAUQUA) ss:

On the _____ day of _____, in the year 20____,
before me, the undersigned, personally PAUL M. WENDEL, JR.,
personally known to me or proved to me on the basis of
satisfactory evidence to be the individual whose name is
subscribed to the within instrument and acknowledged to me that
he executed the same in his capacity, and that by his signature
on the instrument, the individual, or the person upon behalf of
which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF CHAUTAUQUA) ss:

On the _____ day of _____, in the year 20____,
before me, the undersigned, personally appeared _____
personally known to me or proved to me on the basis of
satisfactory evidence to be the individual whose name is
subscribed to the within instrument and acknowledged to me that
he/she executed the same in his/her capacity, and that by
his/her signature on the instrument, the individual, or the
person upon behalf of which the individual acted, executed the
instrument.

Notary Public

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.

Certification. By submitting a claim to County for payment, Contractor certifies: that claims are just, true, and correct; that goods are of the quantity and quality stated and/or that the services were actually performed; that prices are reasonable and in accordance with this Agreement; that no portion of any claim has been paid; that there exist no offsets or counterclaims; and that no tax is included.

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.

Electronic Payment. 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>

Entire Agreement. This Agreement contains the sole and entire Agreement between the parties relating to the 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.

Force Majeure. The County 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 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 found at <http://chautauqua.ny.us/DocumentCenter/View/2402> 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 services.

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 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.