

Tioga County Department of Public Works

477 Route 96
Owego, New York 13827
(607) 687-0302
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Gary Hammond, P.E.
Commissioner of Public Works

Justin Ruggiero
Deputy Commissioner of Public Works

PROPOSAL

TANDEM TRUCK

The Tioga County Commissioner of Public Works will receive sealed proposals at the Tioga County Public Works Department, 477 Route 96, Owego, New York, until 11:00 A.M. Wednesday, March 5th.

All bids shall be submitted in accordance with the attached instruction sheets.

All bids shall be made on the attached proposal sheets. Exceptions may be rejected. All bids shall be submitted in a sealed envelope marked:

“2025 TANDEM TRUCK BID”

“DO NOT OPEN UNTIL 3-5-2025 AT 11:00 AM”

All bidders shall submit signed copies of the required NON-COLLUSION CERTIFICATES with their bid proposals. Failure to do so may constitute grounds for rejection.

The County Commissioner of Public Works or his agents reserves the right to reject any or all proposals.

Tioga County reserves the right to reject or accept all or any part of any bid solely as it deems in the best interest of Tioga County.

Any Town, Village, or School District in Tioga County may participate in the bid.

The award of this contract shall be based on the lowest responsible bid. Bidders must bid on all components of each section and all items bid must be from a single manufacturer to be eligible for award. An award will be based on all products meeting Tioga County’s specifications as outlined in the bid document. A no bid on any item within a group may disqualify the bidder from the group award. Considerations will be made to availability of material, delivery, and past history as well as the current standing of the supplier within the industry.

There shall be no assignment of this contract to any other party by the successful bidder without County authorization.

All items within the following specifications, unless otherwise specified, are “or equivalent”.

TRUCK MINIMUM SPECIFICATIONS

GENERAL:

- 1) The truck shall be newly built 2026 model or newer.
- 2) Compact Chassis Package with 100 gallon Diesel fuel tank
- 3) USA/USA Territory market adaptation North East Carb & EPA
- 4) Cooling – must be built with northeastern climate package.
- 5) Exhaust – 49 State + Canada/Non California
- 6) Truck/asphalt or dump body
- 7) GVWR of 66,000 lbs.
- 8) “Behind cab” exhaust depression
- 9) Vocation – construction service
- 10) On – Off highway, starting grades < 18%
- 11) Operating class two (On/Off Highway)

PASSIVE AND ACTIVE SAFETY:

- 1) High Strength Steel Drivers CAB w/ **auxiliary down view mirror P/S**
- 2) 6 channel traction control w/ limited disable
- 3) Drivers side SRS Air Bag
- 4) Safety belt indicator and audible reminder
- 5) Park brake audible alarm if brake is off and driver’s door open
- 6) Bendix Antilock Brake System
- 7) Electric back up alarm & Alarm Sound if driver’s door open

ENGINE: NO EXCEPTIONS

13 Liter 435HP Carb Certified, 1650 LBFT Torque (Engine must be built by the truck manufacturer)

ENGINE EQUIPMENT:

- 1) Single stage air cleaner
- 2) Hood mounted air intake with inside/outside air with in-cab control.
- 3) 1240 Sq. In. 2-Row core radiator
- 4) Electronic viscous fan clutch **NO EXCEPTIONS**
- 5) Delco Remy 12V 39MTHD starter
- 6) Delco Remy 12V 160 Amp 28SI alternator (12V)
- 7) (3) – 1,000 CCA Maintenance Free 12V batteries, (3,000 CCA)
- 8) Battery Box – Narrow Stacked 3 capacity (Diamond Plate)

- 9) Battery Box – 3 capacity w/ Battery isolation pads under batteries
- 10) Manual battery disconnect main switch (driver's side)
- 11) 11'8" Aluminized Stainless Steel straight stack w/turnout
- 12) Stainless Steel Exhaust Pipe
- 13) Stainless Steel Exhaust Flex Section
- 14) Aluminum protective exhaust shield
- 15) Davco fuel pro 382 w/12 volt pre-heat
- 16) WABCO 31.8 CFM air compressor **NO EXCEPTIONS**
- 17) PHILLIPS Engine block heater 120V 1500 Watt left hand receptacle
- 18) Engine brake for 13 liter engine
- 19) Fill Tube w/ hood hatch access & Corrosion resistance stamped oil pan
- 20) Parker/Voac F2-42/42 engine mounted hydraulic pump & rear engine mounted PTO w/ splined shaft female DIN5462

TRANSMISSION:

- 1) 13-speed Automated Manual with Low Reduction Gear Forward & Reverse w/hill start assist
 - a. Synthetic Transmission Lubricant
 - b. Water to oil transmission cooler in radiator
 - c. Driveline Main – Dana/Spicer SPL350 Lite (Props XL)
 - d. Driveline Interaxle – Dana/Spicer SPL250XL Extended Lube Series
 - e. Corrosion resistant stamped oil pan

PROGRAMMABLE FEATURES:

- 1) Engine idle automatic shutdown
- 2) Idle time shutdown 30 minutes
- 3) Eco Cruise Control
- 4) Maximum cruise control speed 72 MPH
- 5) Pedal road speed limit 72 MPH
- 6) Road speed limit 72 MPH
- 7) Gear down vehicle speed limiter enabled
- 8) Gear down vehicle speed 58 MPH
- 9) Cruise control minimum speed 30 MPH
- 10) Basic road speed limit control & Pre-Trip Diagnostics on Start-up
- 11) Optimized fuel economy indicator sweet spot
- 12) 30% Minimum engine load limit in PTO before allowing idle shutdown

- 13) Maximum engine speed at 0 MPH 1400
- 14) Engine protection system (shut down)
- 15) Coolant warm hold temp enabled
- 16) Fault code display filter & DID (drivers information display)
- 17) Cab Mounted Carb Sticker
- 18) PTO Max engine set speed up to 950 RPM
- 19) PTO engine resume speed up to 700 RPM

FRONT AXLE:

- 1) 20,800 LB front springs
- 2) 20,000 LB front axle
- 3) Front brake Bendix Spicer, Next Generation Heavy Duty Standard Lube
- 4) Front brake shoe size 16.5 x 7"
- 5) Cast iron front brake drums outboard mounted.
- 6) Brake lining material Front, Bendix Spicer ES1100/600
- 7) Front brake dust shields
- 8) Iron unitized front axle hubs.
- 9) Iron Unitized front axle oil seal cap.
- 10) Petroleum/Synthetic 50/50 front axle lubricant
- 11) TRW THP60 integral power steering gear
- 12) Dual Steering Gears w/Greaseable Steering Shaft
- 13) Multi Leaf front suspension (RH Stiffer)
- 14) Lubricated spring pins and bushings
- 15) Front shock absorbers

REAR AXLE:

- 1) Meritor RT46-164EH 46K LB.
- 2) 4.30 Rear Axle Ratio
- 3) Full locking wheel differential
- 4) 46,000 LB T-Ride (3 Leaf Extra Firm Ride) w/54" Spacing or Equivalent
- 5) Rear brakes Bendix Spicer, Next Generation Heavy Duty Standard Lube
- 6) 16.5 x 7" rear brake size
- 7) Cast iron drive axle brake drums outboard mounted.
- 8) Rear brake dust shields
- 9) Brake lining material Drive, Bendix Spicer ES-600

- 10) Iron preset plus drive axle hub with integrated spindle nut.
- 11) Synthetic Rear Axle Lubricant
- 12) Four cam type Haldex parking brake chambers
- 13) Rear brake chambers 30/30 square inches (service/emergency)
- 14) Basic length brake chamber stroke
- 15) Haldex auto brake adjusters Front & Rear
- 16) Front brake chambers 24 square inches (service)

CHASSIS:

- 1) Left hand battery box - 3 capacity, behind fuel tank, DEF tank mounted to left hand fuel tank.
- 2) Frame mounted SCR forward position
- 3) 26" diameter D-Shaped fuel tank
- 4) 100 Gallon left hand fuel tank 208 WB AXLE Back
- 5) Aluminum fuel tank material & stainless Steel DPF Cover
- 6) Nylon fuel lines
- 7) Stainless steel fuel tank straps **NO EXCEPTIONS**
- 8) Steel air tanks
- 9) Meritor Wabco air dryer 1200UP with heater & coalescing oil filter, without turbo cut off valve.
- 10) Manual pull cord on brake system air tanks
- 11) 11.81" x 4.13" x .44 **STRAIGHT frame rails package NO EXCEPTIONS**
- 12) Frame rail web height must be at least 11.81" **NO EXCEPTIONS**
- 13) Top and Bottom frame flanges must be 4.13" **NO EXCEPTIONS**
- 14) Frame thickness must be at least .44" **NO EXCEPTIONS**
- 15) RBM (resist bending moment) must be at least 3,156,00 **NO EXCEPTIONS**
- 16) 24" front frame extensions w/ Snowplow Bumper
- 17) Steel air tanks in rail, below top of frame.
- 18) Steel snowplow bumper, mounted standard position w/ 2 front tow hooks
- 19) With front fender extensions & must have heavy duty main chassis harness **MUST HAVE**
- 20) Two front towing devices
- 21) Two rear tow hooks

TRANSPORT ADAPTATION:

- 1) **NO** Trailer connections (air) mounted end of frame
- 2) **NO** Electrical receptacle end of frame
- 3) Body builder connections back of cab
- 4) Full pressure trailer brake hand control
- 5) Mounting plate for body controls
- 6) Electrical complete kit for body builder, harness coiled behind back wall center

CAB EXTERIOR:

- 1) Air ride cab suspension with lateral dampeners
- 2) Heated Windshield **MUST HAVE**
- 3) Basic wiper blades
- 4) Black Stationary front grille w/ silver painted Bezel
- 5) Bug screen behind grille
- 6) Air intake grille, Black
- 7) Dual trumpet air horns mounted under cab.
- 8) Black aero-dynamic mirrors
- 9) Heated, power axis mirrors, both sides
- 10) Fiberglass exterior sun visor with LED marker lamps

CAB INTERIOR:

- 1) Interior Package – Cloth panels w/ metal Hex Trim
- 2) National Comfort Air suspension high back driver's seat
- 3) National Air Suspension high back passenger seat, 2 air adjusted lumbar chambers, side bolsters and back massage on driver's side & heated
- 4) Drivers and Passengers seats Mordura Cloth passengers seat air suspended.
- 5) Inboard driver & passenger seat armrests
- 6) Black driver and passenger safety belts
- 7) Integral air conditioner with heater - manual controls
- 8) Doghouse one piece & leather wrapped steering wheel
- 9) Netted overhead storage (Driver & Passenger sides)
- 10) Eight-gauge instrument cluster with base driver information display
- 11) Diagnostics display in dash & cluster.
- 12) Graduated ARI (air restriction indicator) on filter with graphic symbol in driver's message center

LIGHTING:

- 1) Snowplow lamp prep
- 2) **NO** Two roof mounted warning lamps on light bar- **MUST DELETE & be in body only**
- 3) LED Headlights Signature DRL
- 4) Daytime running lights.
- 5) Dual Stop & Tail lights with integral back up lights
- 6) Self-cancelling turn signal switch
- 7) Instep lamp on driver's door
- 8) LED Interior Lighting

AUDIO SYSTEM:

- 1) AM/FM stereo MP3/USB/Bluetooth radio/- **MUST HAVE**
- 2) Single right hand 24" mirror mounted radio antenna
- 3) Speakers in Dashboard and Doors
- 4) Overhead mounted CB hold down with strap
- 5) Single left hand 24" mirror mounted CB antenna

MISC. CAB EQUIPMENT:

- 1) Power windows & locks both doors w/ keyless entry
- 2) 4 Keys provided per unit
- 3) Three (3) auxiliary dash switches with wiring, 15 amps per switch
- 4) Hood latch control interior under steering column
- 5) One (1) 12 volt dash outlet
- 6) 5 lbs. ABC dry type rechargeable fire extinguisher, mounted in cab.
- 7) Triangle reflector kit

WHEELS AND TIRES FRONT:

- 1) 425/65R22.5L Michelin XZY3 (22,800 LBS. GAWR) on/off road - Quantity (2)
NO EXCEPTIONS
- 2) ACCURIDE 22.5 12.25 286 5HH 5.4 OFFSET WHITE STEEL WHEELS
NO EXCEPTIONS
- 3) Nylon Front Hub/Wheel isolator

WHEELS AND TIRES REAR:

- 1) 11R22.5H Michelin X WORKS D (24,020 LBS. GAWR) on/off road - Quantity (8)
- 2) 22.5x8.25 Accuride STEEL WHITE - Quantity (8)
- 3) Nylon Drive Hub/Wheel and Wheel/Wheel isolators

PAINT:

Single Color Paint – CHROME YELLOW PAINT code 4357

Cab Color and Bumper Color same - Premium Solid

Chassis and Wheel Hub same color - Black

BASE WARRANTY COVERAGE:

- A. Heavy duty standard base coverage 12 months/100,000 miles
- B. CARB BASE EMISSIONS 60 months 350K/w towing of 24 months 250k
- C. Eaton fuller base warranty 8LL transmissions/unlimited miles
- D. Base chassis towing coverage 90 days/5,000 miles
- E. Base Engine towing coverage 24 months/250,000 miles
- F. **Remote Diagnostic Bundle** – includes assist and action standard 24 months 250k

SPECIFICATIONS FOR COMBINATION DUMP BODY

Model T-3000 – 14’ -Stainless-Steel All-Season body

Construction Sides, Front and Tailgate are 3/16” type 304 Stainless Steel

Inside Length of body: 14’ Side Height: 40” Tailgate Height: 48”

DUMP BODY/SPREADER:

- 1) Chicago Vibrator front of dump body.
- 2) 12” Laser cut formed long sills from 3/8” thick type 304 Stainless Steel
- 3) 1/4” AR 450 Hard-Ox Floor and Conveyor Cover (Abrasive Resistant)
- 4) Front telescopic hoist is Double Acting (power up – power down)
- 5) Side tip cyl. are (Prince) 5” in Dia. X 16” stroke, Rated at 15 tons each.
- 6) Off set heavy duty tailgate hardware
- 7) Sloping side rails, Formed 4” x 4” Tube Top Rail
- 8) Bolt in conveyor assembly is 3/16” thick type 304 Stainless Steel
- 9) 18” wide conveyor chain with 3/8” x 1 1/2” Bar Flights
- 10) Removable side tip hinges with 1 1/2” dia. type 304 Stainless Steel hinge pins
- 11) American Made 50:1 Durst Gearbox
- 12) American Made White 5.4 cubic inch conveyor motor
- 13) Conveyor chain wear plate is 3/16” thick type 304 Stainless Steel

- 14) Front idler assembly with grease cylinder adjustment
- 15) Front idler is a roller (not a sprocket)
- 16) Front mounted 20" diameter spinner, *extended spinner chute
- 17) American Made Char-Lynn spinner motor
- 18) Air operated tailgate
- 19) Central grease manifold for side tip hinges only
- 20) Cut-out for Strobe Lights in rear post (3 each side)
- 21) 12" Stainless Steel bolt on Spreader Apron
- 22) Swing up 4 rung ladder on left front side of body
- 23) New rear hinge for dump body
- 24) Mud flaps & hangers, front & rear of Tandem
- 25) Mud flap at rear of fuel tank – Salt Protection
- 26) Unpainted Stainless Steel

LIGHTING AND REAR OF TRUCK:

- 1) Heated LED snowplow Lights
- 2) LED Wing Light
- 3) LED Sander Light
- 4) (2) LED oval flashing lights - back of body
- 5) (2) LED oval Stop/Turn/Tail - back of body
- 6) (2) Incandescent Back Up Lights – back of body
- 7) Swivel gladhands at air connections rear of truck
- 8) LED roof light on roof bar
- 9) Mounting plate for mini bar roof light
- 10) Bolt On Pintle plate & Hook (25 ton) and Cross Member, "D" rings
- 11) Bolt On Removable Chipper Bar

VIKING SNOWPLOW & WING SYSTEM:

- 1) Custom Hitch Plow Mount-Power Tilt (incl. yoke)
- 2) 4" x 10" DA Cylinder (cannot be used with Husting Hitches)
- 3) Lift Group – three grab
- 4) Front Mast FH33 Hydraulic Assembly w/ mtg. 66" of benching height
- 5) 5" extension pads (pair)
- 6) Standard Non-Tilting front wing hinge

7) 1/2" wire rope cable (for use with Hydraulic (FH-FAH) Front Mast) for all H600 & H700 (single) Model Rear Masts except H712ER

Rear Mast assembly (RH) includes poly cyl. 7 valve box covers

8) 40 Gallon (RH) Cabinet Mount (for H600 & H700 Series Rear Mast)

9) Low Oil Sensor (for cabinet tank) w/ dash warning light

10) Rear mast cable wing stop

11) One way (RH) moldboard 3564HSE9 (nose 35" – discharge 64")

12) Quick hitch plow connection

13) Carbide Blade, punched 12" with steel cover blade for 9' Moldboard

14) Fabricated Nose Piece – 1/2" thick

15) Compression Spring One Way Pushframe (includes inner arm)

16) 30-1/2" pushlug swivel (cannot be used with 4572 one way)

17) #65 Adj. Pushframe Shoes, Alloy (pair)

18) Moldboard Shoe 45 degree (1 pc.)

19) 156WHD RH wing weldment-13' long blade takes 12' cutting edge

20) (2) 10 deg. Fab. Wing Shoes

21) Standard Stand off Arms

HYDRAULIC AND CONTROLS:

1) 6 Spool Valve (dump, side tilt, plow, wing toe, heel, slide)

2) 5 bank pneumatic air kit, tubing, fittings, pressure protection valve

3) Swivel pedestal floor mount for plow and wing levers

4) 4 handle pedestal mount (control for plow & wing functions)

5) 2 handle floor mount (control for dump & side tilt)

6) Electric Salter Controller

7) SCE2UL1407AR spin-a-veyer valve, (conveyor floor & spinner valving)

8) Protective steel enclosure for Spin-A-Veyer valves

9) Hyd. Oil Line Shut-Off (each) 2"

10) Second hydraulic filter return line from body functions to hyd. Tank

11) Hydraulics Piped to front of Body for Telescopic Hoist, Spinner motor and Conveyor motor. Also piped to the front of the truck for Snowplow function and to the Front Wing Mast for the wing toe function. All with quick couplers.

SPECIAL NOTES:

- 1) All of the plow equipment combination dump body and appurtenances are to be completely installed by the appropriate distributor or manufacturer.
- 2) On all specified or equal items, bidder must designate the make and model number of substituted item incorporated in proposal.
- 3) Manufacturers Truck specifications and accessories to accompany proposal.
- 4) The successful bidder shall furnish maintenance manuals, parts manuals and repair manuals for all the component parts of the equipment.
- 5) Before the truck is ordered by the low bidder, a meeting shall be held with all concerned to verify the truck set-up.

BIDDERS MUST INDICATE WHETHER EACH SPECIFICATION IS MET.

ALL SPECIFICATIONS NOT MET MUST BE EXPLAINED IN DETAIL ON A SEPARATE SHEET ATTACHED TO THE PROPOSAL, LISTING ALL DEVIATIONS FROM THE FOLLOWING:

#1 The Truck Specifications

#2 The Body Specifications

#3 The Snowplow & Wing Specifications

#4 The Hydraulic & Controls Specifications

QUOTE SHEET

SPECIAL NOTE

UNSPECIFIED ALTERNATE QUOTES WILL NOT BE ACCEPTED

2025 TANDEM TRUCK QUOTE

1. Gross Price for Two (2) 2025 Tandem Trucks

Including accessories as specified \$ _____

The price bid is guaranteed until the award is made and an order placed, not to exceed 90 days.

Make/Model Truck _____

Inside cab dimensions L. _____ W. _____ H. _____

Make/Model Engine _____

Make/Model Transmission _____

Make/Model Plow Equipment _____

Make/Model Combination Dump _____

Anticipated Delivery Date _____

The undersigned proposes and offers to furnish, to Tioga County, Tandem Truck which complies with the Specifications for which are attached. This proposal and offer are fully guaranteed to fulfill, in all respects, the minimum specifications as prepared by Tioga County. It is hereby certified that, in accordance with Section 103-D of the General Municipal Law, THERE HAS BEEN NO COLLUSION IN THIS BIDDING.

Name of Company: _____

Address of
Company: _____

Telephone Number: _____

Name of Officer: _____

Signature: _____

Date: _____

THE REQUIRED NON-COLLUSION FORM MUST ACCOMPANY BID.

Gary Hammond, P.E.

Commissioner

Tioga County Public works

TO ALL BIDDERS

In accordance with the New York State General Municipal Law the following Non-Collusion form must accompany each proposal.

NON-COLLUSIVE BIDDING CERTIFICATE

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) 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 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 penalty of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf:
- (E) that attached hereto (if a corporated bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporated bidder.

(Authorized Representative)

(Signature)

STANDARD CLAUSES FOR TIOGA COUNTY CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR TIOGA COUNTY
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 County of Tioga ("the County"), whether a contractor, vendor, licenser, 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 County by reason of this Agreement. Contractor further agrees that it will not make against the County any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, 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 County Law, the County 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 County. Neither the full faith and credit nor the taxing power of the County of Tioga 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 County for approval by the County Legislature of the County 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 County, absent a subsequent resolution of the County legislature, 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 County'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 County, which are incorporated herein (*Appendix B: General Contract and Insurance Specifications*) and, to prove as evidence of such compliance, insurance certificate(s) which shall be annexed to and made part of this Agreement and shall name the County of Tioga Attention: Law Department, as Additional Insured and certificate holder (not simply "certificate holder") (except Worker's Compensation/Disability Benefits) in connection with the work being performed. (b) Said certificate(s) shall be annexed hereto prior to or at the time of execution of this Agreement by the County. (c) Contractor acknowledges that failure to obtain or maintain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The County 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 County of Tioga 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. 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 County 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.

9. SET-OFF RIGHTS. The 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 County'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 County 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 County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County 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 County agency, its representatives, or the County Treasurer.

10. 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 County Legislature, County 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 County 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 County 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 County's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (A) Pursuant to Tax Law § 5, Contractor understands and agrees that, notwithstanding any other provision of law, the County shall, at the time the County 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 County 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 County 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 County 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 County 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 County 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.

12. 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 County) 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.

13. 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.

14. 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.

15. IRAN DIVESTMENT ACT REQUIREMENTS FOR CERTAIN CONTRACTS. In accordance with General Municipal Law § 103-~~g~~f 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.

16. 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" ("*Business Associate Agreement*"), shall be attached to and incorporated by reference in the contract, in a form and content approved by the County 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 County 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. Department of Health and Human Services, as amended.

17. PROMPT AUDITING OF VOUCHERS AND LATE PAYMENT PROVISIONS. Consistent with accepted business practices and with sound principles of fiscal management, the County shall audit vouchers and make payments expeditiously and subject to proper and reasonable financial oversight activities designed to ensure that the County 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 § 3a and General Municipal Law Art. 5-a, to the extent required by law.

18. 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.

19. 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 County or any of its officers, boards or departments shall be in such county.

20. 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.

21. 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.

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

23. 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.

24. 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 County of Tioga. 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.

25. SEXUAL HARASSMENT POLICY VENDOR ACKNOWLEDGEMENT

1. Vendor represents and warrants that:
 - a) It has received and understands Tioga County’s Sexual Harassment Prevention Policy (“Policy”), which is also available on the Tioga County website at <https://www.tiogacountyny.com>
 - b) It has provided each employee who provides a service to Tioga County with a copy of the Policy;
 - c) All Vendor employees have received training on the Policy, including how to file a complaint of sexual harassment against Tioga County under the Policy;
 - d) A Vendor employee who has not received a copy of the Policy and/or received training on the Policy shall not be assigned to work at a Tioga County facility or with Tioga County employees; and
 - e) Vendor shall not retaliate against a Vendor employee who exercises a right protected under the Policy or law. Upon request, Vendor shall provide Tioga County with a Vendor employee’s written acknowledgement of the Policy and training received.

2. To the fullest extent provided by law, and without prejudice to any rights Tioga County may have against Vendor, Vendor shall fully cooperate with Tioga County’s investigation into any claim(s) of sexual harassment by a Vendor employee against Tioga County and shall further indemnify and hold Tioga County harmless from any (a breach of this provision, to include the representations and warranties made in paragraph 1 above; and b) the cost and expense of any investigation undertaken by Tioga County which pertains to or arises from the filing of a Vendor employee’s claim against Tioga County under this policy.

26. CLAUSES FOR NYSDOT FUNDED CONTRACTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when

the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Recipient Federal Highway Administration and Federal Transportation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or Federal Highway Administration and Federal Transportation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration and Federal Transportation Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration and Federal Transportation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.