

SCHUYLER COUNTY



Request for Kitchen & Custodial Supply Bid

6/01/2026 - 5/31/2027

Bid Due Date: 10:30 a.m., Thursday, April 09, 2026

Bid Opening: 10:45 a.m., Thursday, April 09, 2026

Place: County Legislative Chambers
105 Ninth Street
Watkins Glen, NY 14891

Schuyler County Kitchen & Custodial Supply Bid

6/1/2026 - 5/31/2027

BIDDER NOTICE

Notice is hereby given to bidders that the Clerk of the Schuyler County Legislature will receive bids at the Legislative office at 105 Ninth Street, Watkins Glen, NY, 14891 for the purchase of kitchen and custodial supplies.

Said bids are to be submitted to the Schuyler County Legislative office prior to 10:30 a.m. Thursday, April 09, 2026. Bids will be opened at 10:45 a.m., Thursday, April 09, 2026, and considered by the Legislature at a later date.

Bid forms and specifications may be obtained at the Schuyler County Purchasing office located at 323 Owego Street, Montour Falls, NY 14865, on NYS Contract Reporter, BidNet and at www.schuylercounty.us (Purchasing Department - Bids & RFPs).

INSTRUCTIONS TO BIDDERS

1. Bids must be submitted in a sealed envelope.
2. Bidders are responsible for submitting their bids to the appropriate location prior to the time indicated on the bid document. Bidder assumes risk of any delay when bids are mailed. No bids will be accepted after the designated time listed. Faxed and/or emailed bids will not be accepted.
3. Questions about or clarifications to the technical specifications must be made in writing to the Purchasing Director prior to the bid opening. The deadline for submission of questions is Friday April 3rd, at 4pm. Verbal questions may not be entertained. Questions may be emailed to purchasing@schuylercountyny.gov.
4. Bidders shall indicate on the outside of the sealed bid the following information:
 - Company Name
 - Title of the Bid
 - Date and Time of Bid Opening
5. Bids must be completed on attached bid document; no other format will be accepted. Bids submitted on another format or revised bid schedule will be considered non-responsive. **PLEASE INCLUDE TWO (2) COPIES OF THE BID DOCUMENT.**
6. **Bidders must submit pricing on a minimum of 50% of the items to be considered for award.** Bids will be awarded to those responsible bidders who submit the lowest price on an item-by-item basis and who meet all bid specifications.
7. Please document any changes from the original bid specifications or other changes affecting the original specifications directly on the bid document specifications forms.
8. The award of the bid will be made no later than forty-five (45) days after the bid opening. The County guarantees no minimum or maximum purchases or contracts as a result of award of this bid.
9. Schuyler County reserves the right to allow all municipal and not-for-profit organizations authorized under the General Municipal Laws of the State of New York to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between Schuyler County and the vendor.
10. The Schuyler County Legislature reserves the right to accept or reject any or all bids in full or part.

INFORMATION TO BIDDERS

1. Each bidder shall be prepared, if requested, to furnish evidence, including documentary evidence, to establish proof of financial responsibility, insurance coverage and ability to perform the contract if awarded.
2. Each bidder shall guarantee that the products specified in their bid are of a quality equal to those requested in the bid specifications. Supply samples may be requested for bidders submitting pricing for “equal” products. Should an “equal” product not be deemed an equal, the County will deem that product nonresponsive and award to the next low bidder.
3. Each bidder is expected to be fully knowledgeable of the products to be furnished before submitting a bid. Acceptance of any bid shall obligate the bidder to provide the products within the bid specifications for the amount bid, regardless of improper interpretation by the bidder. Permission will not be given to withdraw, modify, or explain any bid after the time of the bid opening.
4. Bids must be received by the posted due date and time. Bids received after the deadline will be late and ineligible for consideration.

GENERAL CONDITIONS

1. **Bidders shall insert the unit price and item number for each item listed in the attached bid schedule. The price inserted must be net and include all delivery, freight and handling charges. Case packing differences must be noted.**
2. **Delivery of products awarded under this bid shall be coordinated by appointment by contacting the department between 9:00 a.m. to 4:00 p.m., Monday through Friday:**
 - **Buildings & Grounds** 607-535-8111
 - **Office for the Aging** 607-535-7108
 - **Sheriff’s Office** 607-535-8222
3. Equivalent case/package quantities shall be indicated on attached bid schedule.
4. In the event of a non-scheduled closing of County facilities due to an emergency or other exigent or unplanned circumstance, the County shall not be held responsible for undeliverable goods.
5. Each delivery shall include a clearly defined, properly priced invoice. All delivery receipts and/or invoices must be signed by an authorized representative of the Schuyler County department receiving delivery. Unclear, non-priced, or otherwise unreadable invoices may be returned to the vendor for clarification and/or held for payment. Returned or refused merchandise may be deducted from the delivery invoice, in which case an additional credit invoice is not required. Other forms of credit shall be processed in a timely manner as to be included in the regular monthly audit for payment. A duplicate invoice copy is required unless there is a remittance stub.
6. No charge will be allowed for Federal, State, or Municipal sales and/or excise tax. Schuyler County is exempt from any such taxes.

7. Representatives of Schuyler County shall have the right to inspect all products furnished by the bidder and accept or reject such products within forty-eight (48) hours after delivery. Bidder shall replace and/or credit any rejected products in a timely manner. When the bidder cannot or does not replace rejected products in a timely manner, Schuyler County shall have the right to purchase such products on the open market. The continued failure of the bidder to supply products of an acceptable nature shall constitute grounds for termination of the bid and the right of Schuyler County to delete the bidder from future bids.
8. Pricing shall remain firm for the term of the bid, except for discounted one-time drop prices. If the bidder cannot provide the items they bid, at the price they bid, Schuyler County can purchase from the next lowest bidder or from the open market, whichever has the best price.
9. The following Schuyler County Appendices are annexed hereto, incorporated by reference, and shall govern all terms and conditions of the bid and any resulting contract(s): "Appendix A: Standard Clauses for all Schuyler County Contracts" and "Appendix B: Minimum Insurance Standards for Schuyler County Contracts." Any bid which seeks to change, excise, delete, amend or otherwise alter either such appendix, or any provision thereof, shall be deemed "non-responsive" and rejected. For the purposes of Appendix B, bidders shall be considered a "Category VII" contractor.
10. NOTICE: By submitting a bid in response to this request, bidder is acknowledging that the requirements, scope of work, and the evaluation process, outlined in the request for bid are fair, equitable, not unduly restrictive, understood and agreed to.

**CLOSING DATE FOR THE REQUEST FOR BID IS
10:30 a.m. LOCAL TIME, ON Thursday, April 9, 2026.
Bids will be opened at 10:45 a.m., local time,
on Thursday, April 9, 2026.**

BIDS MUST BE ADDRESSED TO, AND DELIVERED TO:

**CLERK OF THE LEGISLATURE
105 Ninth Street, Unit 6
Watkins Glen, NY 14891**

PLEASE NOTE ON OUTSIDE OF ENVELOPE(S):

REQUEST FOR BID – KITCHEN & CUSTODIAL SUPPLY BID

BIDDER INFORMATION – THIS SECTION MUST BE COMPLETED

BIDDER CONTACT PERSON: _____

BIDDER TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

LIST SCHEDULED BUSINESS CLOSINGS OF THREE (3) OR MORE CONSECUTIVE
DAYS (HOLIDAYS OR OTHERWISE): _____

WILL YOU ACCEPT AWARD OF ONE OR TWO ITEMS? YES / NO (CIRCLE ONE)

PLEASE NOTE, IF THIS ITEM IS NOT CIRCLED, WE MAY NOT MAKE AWARD TO YOU.

*IF YES IS CIRCLED, BIDDER IS OBLIGATED TO ACCEPT AWARD AND MAKE DELIVERY ON ALL ORDERS
REGARDLESS OF SIZE.*

ARE YOU A REGISTERED MINORITY OR WOMAN OWNED BUSINESS?

YES / NO (CIRCLE ONE)

CERTIFICATION NUMBER

CERTIFICATION: ACCURACY OF BIDDER'S REPRESENTATIONS

Bidder has read, understands, acknowledges and agrees that this Bid and all attachments thereto will be relied upon by, and filed with, registered or recorded in or otherwise become a part of the records of, the County of Schuyler and the public offices and servants thereof. Bidder affirms, to the best of his/her/its knowledge, information and belief, that the representations, agreements and promises made by Bidder in this Bid and all attachments thereto, together with any and all exhibits or appendices, including, but not limited to, Schuyler County Appendix A (“Standard Clauses for Schuyler County Contracts”) are true, complete and accurate.

I affirm this ___ day of _____, ____, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law. In a written instrument, any person who knowingly makes a false statement, which such person does not believe to be true, has committed a crime under the laws of the State of New York punishable as a Class A Misdemeanor. (PL § 210.45)

Signature

Printed Name

Title

Name of Bidder

RECEIPT CONFIRMATION FORM
REQUEST FOR BID – KITCHEN & CUSTODIAL SUPPLY BID

Please complete and return this confirmation form as soon as possible to CLERK OF THE LEGISLATURE, 105 Ninth Street, Unit 6, Watkins Glen, NY 14891.

Company Name:

Address:

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Phone Number: _____

Cell Phone: _____

E-mail: _____

Fax: _____

I authorize the County of Schuyler to send further correspondence that the County deems to be of an urgent nature by the following method:

Courier Collect: _____ Account: _____

Mail: _____ Facsimile: _____ e-mail: _____

Signature: _____

Title: _____

IF YOU PLAN TO SUBMIT A BID YOU MUST RETURN THIS FORM TO ENSURE THAT YOU WILL RECEIVE FURTHER COMMUNICATION REGARDING THIS REQUEST FOR BID.

APPENDIX A

STANDARD CLAUSES FOR SCHUYLER COUNTY CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

Effective 1/1/2026

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STANDARD CLAUSES FOR SCHUYLER COUNTY CONTRACTS

The parties to the attached contract, license, lease, amendment, renewal or other agreement of any kind (hereinafter, "Agreement" or "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 to the Agreement other than the County of Schuyler ["the County"], whether a contractor, vendor, vendee, licensor, licensee, lessor, lessee or any other party):

1. **RELATIONSHIP OF PARTIES; INDEPENDENT**

CONTRACTOR. 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 Contract. Nothing in this Contract is intended or should be construed in any manner as creating or establishing the relationship of copartners between the Parties or that the Contractor's officers, members, partners, employees, staff or agents are employees of the County in any manner whatsoever. The Contractor and their staff are and shall remain independent and separate for all work performed under this Contract. The Contractor represents and promises that it has secured at its own expense all persons required to perform the work required by this Contract. The Contractor's officers, members, partners, employees, representatives and agents shall not be considered or deemed County employees or agents, nor shall the County be deemed a joint employer with Contractor, and any and all claims that may arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of work performed under this Contract including, without limitation, claims of discrimination against the Contractor, its officers, members, partners, employees, or agents, shall in no way be the responsibility of the County. The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents from any and all such claims regardless of any

determination of any pertinent tribunal, agency, board, commission or court. The Contractor's officers, members, partners, employees and agents shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the County for work performed under this Contract, including, without limitation, tenure rights, medical and hospital care, personal, sick and vacation leave, Workers' Compensation, employee liability, Unemployment Compensation, disability, and severance pay. 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. **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.

3. **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. This Contract shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Contract, and no liability on account thereof shall be incurred by the political subdivision beyond the amount of such monies. The installment purchase contract is not a general obligation of the County. Neither the full faith and credit nor the taxing power of the County 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.

4. **PERFORMANCE AND INVOICING OBLIGATIONS.** All goods to be delivered and/or services to be performed under this Contract shall be completed during the Term of this Contract, unless otherwise expressly agreed in writing by the parties or extended pursuant to the terms herein. The Contractor shall submit invoices for such goods and/or services within a reasonable time following delivery of the goods or performance of the services, but in no event later than sixty (60) days thereafter, unless a longer period is justified by circumstances and approved by the County. Invoices shall comply with all applicable requirements under New York State law, including but not limited to Article 11-A of the State Finance Law (if applicable to public entities) for prompt payment, and shall include detailed descriptions of the goods delivered and/or services performed, dates of delivery/performance, and supporting documentation as required. Failure to perform during the Term or to invoice within the specified timeframe may constitute a material breach, subject to remedies available under New York law.

5. **PAYMENT TERMS; PROMPT AUDITING OF VOUCHERS AND LATE PAYMENT PROVISIONS.** (A) Contractor shall submit an invoice to the Department for which goods/services are provided on a monthly basis. (B) 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 § 3-a and General Municipal Law Art. 5-a, to the extent required by law.

6. **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 County 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 County 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.

7. **TAX EXEMPTION.** Contractor acknowledges that: New York State Tax Law exempts state governmental entities such as the County, from payment of sales and use taxes on purchases. Tax exemption numbers and Form ST-119.1, Exempt Organization Exempt Purchase Certificates are not issued to such governmental entities. Letter of evidence as issued by the New York State Department of Taxation and Finance is available upon request.

8. **CANCELLATION AND TERMINATION.** (A) The Contractor and the County may mutually agree, in writing, to cancel or terminate this Contract at any time. (B) The County may terminate this Contract, in whole or in part, by providing written notice to the Contractor not less than thirty (30) days prior to the termination date, in the event of: (i) a material breach by the Contractor, including but not limited to failure to comply with any term or condition of this Contract or delivery terms; or (iii) the Contractor's appointment of a receiver, liquidator, or trustee in bankruptcy or other similar officer over any or all of its property or assets; or (iii) the Contractor's filing of a voluntary petition in bankruptcy; or (iv) the filing against the Contractor of an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or (v) the Contractor voluntarily ceasing trading; or (vi) the Contractor merging with or being acquired by a third party; or (viii) the Contractor assigning any of its rights or obligations under the Contract to a third party without the County's advance written consent. (C) The Contractor may terminate this Contract, in whole or in part, by providing written notice to the County not less than thirty (30) days prior to the termination date, in the event of a material breach or default by the County of any provision of this Contract. (D) Upon any termination under this Section, and in addition to

any remedies which either party may have in law or in equity (including the right to proceed with an action at law or in equity to collect damages arising from a default or violation or to enforce performance of this Contract), the non-terminating party shall transfer title and deliver to the terminating party such work in progress or completed material as may be requested by the terminating party. The terminating party shall have no liability to the non-terminating party beyond payment of any balance owing for material purchased and/or services provided hereunder and delivered to and accepted by the terminating party prior to the non-terminating party's receipt of the notice of termination, and for work in progress requested for delivery to the terminating party.

9. **SAFETY.** The County may unilaterally suspend or terminate work under this Contract if the Contractor, or their officers, members, partners, employees, agents, subcontractors, or materialmen, are conducting any portion of the work in a manner that threatens the life, health, or safety of any person on County property. This reservation of rights by the County in no way obligates the County to inspect the safety practices of the Contractor. If the County exercises its rights pursuant to this part, the Contractor shall be given three (3) days to cure the defect, unless the County, in its sole and absolute discretion, determines that the service cannot be suspended for three (3) days due to the County's legal obligation to continuously provide Contractor's service to the public or the County's immediate need for completion of the work. In such case, Contractor shall immediately cure the defect. If the Contractor fails to cure the identified defect(s), the County shall have the right to immediately terminate this Contract. If the County terminates this Contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by the County in re-bidding the work and/or by the increase in cost that results from using a different contractor to complete the work.

10. **EXTENSIONS, RENEWALS, MODIFICATIONS.** (A) Extensions or renewals to the Contract or any modification including new products, terms, or price changes to the Contract 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 or motion of the County Legislature, specifically authorizing such renewal. (B) Notwithstanding the Contract term's expiration set forth in the body of the Contract, the Contract may, at the County's sole discretion, continue month-to-month for up to three (3) months while the parties are engaged in good faith negotiations to extend the Contract.

11. **"LAME DUCK" CLAUSE.** Should contractor fail to prevail in a future procurement cycle, contractor shall agree to continue to provide all services required in and under the Contract until the new contractor assumes service responsibilities. Under these circumstances contractor will, for a period of several months, serve as a "lame duck" contractor. To ensure continued performance fully consistent with the requirements of the Contract through any such period, the following provisions shall apply: (i) Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent Contract to a competing organization, including but not limited to compliance with provisions hereof related to qualifications of key personnel; (ii) Contractor shall make no changes in methods of operation which could reasonably be considered to be aimed at cutting contractor service and operating cost to maximize profits during the final stages of the Contract; and (iii) County recognizes that if a competing organization should prevail in a future procurement cycle, contractor may reasonably begin to prepare for transition of service to the new contractor. County shall not unreasonably withhold its approval of contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair contractor's performance during this period.

12. **FORCE MAJEURE.** If performance of the Contract or any obligation set forth by the Contract is prevented by an event of "Force Majeure," as defined below, the affected party shall provide written notice to the other party and shall be excused from such performance to the extent of and for the duration that performance is prevented. The affected party shall use all reasonable and customary efforts to

remove the cause which prevents performance. "Force Majeure" shall mean any act or event which prevents either Party from performing its obligations under the Contract when such failure is due to fire, flood, or similar natural disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other unknown causes beyond the control of the parties and which could not have been predicted or avoided by the non-performing party. No party shall be held liable for its failure to perform under the Contract when performance was prevented by an event of Force Majeure.

13. 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 Contract, 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: Minimum Insurance Standards For Schuyler County Contracts*) and, to prove as evidence of such compliance, insurance certificate(s) which shall be annexed to and made part of this Contract pursuant to said standards. (b) Contractor acknowledges that failure to obtain or maintain such insurance on behalf of the County constitutes a material breach of the Contract and subjects it to liability for damages, indemnification and all other legal remedies available to the county. 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 Schuyler and its officers, employees and agents from all claims, actions, suits, liabilities, damages, awards, costs and expenses (including, without limitation, attorneys' fees) of every nature and description arising out of or related to the services provided by Contractor under this Contract 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 Contract.

14. WORKERS' COMPENSATION AND DISABILITY BENEFITS INSURANCE. This Contract shall be void

and of no force and effect unless, during the life of this Contract, Contractor shall provide and maintain proof of compliance with any and necessary coverage(s) for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law (WCL), including, but not limited to, compliance with the provisions of WCL § 57 (workers' compensation requirements) and WCL § 220(8) (disability benefits requirements). Such requirements, and any applicable exemptions thereto, are set forth further in the annexed *Appendix B: Minimum Insurance Standards For Schuyler County Contracts*.

15. PERMITS AND LICENSING. (A) It is the responsibility of the Contractor to acquire and maintain, at his/her/its own cost any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work. **(B)** Professional services performed under this Contract shall be completed only by persons licensed by NYS as applicable to the work performed. Contractor represents that its officers, members, partners, employees and agents have all necessary governmental licenses to perform the work under this Contract.

16. 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. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation.

17. COUNTY PROPERTY RIGHTS. All information and materials (hereafter, "Property") received under this Contract by the Contractor from the County are and shall remain the sole and exclusive Property of the

County and the Contractor shall have no right, title, or interest in or to any such Property by virtue of their use or possession of such Property. All intellectual property, created by the Contractor hereunder as a product specifically for the use of the County or as a service provided to the County shall be the sole and exclusive property of the County. Effective upon their creation pursuant to the terms of this Contract, the Contractor conveys, assigns and transfers to the County the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs made under this Contract for the County, whether preliminary, final or otherwise, including all trademarks and copyrights. The Contractor hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction, and marketing by or through the Contractor, its employees, agents, or subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge under this Contract. The Contractor grants to the County a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Contractor under this Contract. Any written reports, opinions and advice rendered by the Contractor shall become the sole and exclusive property of the County.

18. 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.

19. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Contract, Contractor and the County acknowledge and agree that all information, in any format, submitted to the County shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL", Public Officers Law, Article 6). Pursuant to FOIL, the County is required to make available to the public, upon request, records or portions thereof which it possesses unless that information is statutorily exempt from disclosure. Therefore, Contractor should submit information to the County in a non-confidential, non-proprietary format. FOIL does provide that the County may deny access to records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a

commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise.” [See Public Officers Law § 87(2)(d)]. Accordingly, if the Contract specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information “confidential” or “proprietary” at the time of the disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources with obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to the County without obligation concerning its confidentiality. 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. In the event of a FOIL request, it is the County’s policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Code Rules & Regulations § 501.6 and any other applicable law or regulation. However, the County cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law regulations, can be found at the website for the New York State Committee on Open Government and the FOIL Policy for the County. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation.

20. **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.

21. **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.
22. **INTERNATIONAL BOYCOTT PROHIBITION.** If this Contract exceeds Five Thousand Dollars (\$5,000.00), the Contractor agrees, as a material condition of the Contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. §§ 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Contract’s execution, such Contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the County within five (5) business days of such conviction, determination or disposition of appeal. (See and compare § 220-f of the Labor Law, § 139-h of the State Finance Law, and 2 NYCRR 105.4)

23. IRAN DIVESTMENT ACT REQUIREMENTS FOR CERTAIN CONTRACTS.

In accordance with General Municipal Law § 103-g, if this Contract was awarded, or shall be awarded, where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, 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.

24. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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.

25. COMPLIANCE WITH ANTI-SEXUAL HARASSMENT LAWS.

As a condition of entering into this Contract, Contractor affirms, under penalty of perjury, that Contractor has implemented a written workplace policy addressing sexual harassment prevention and that it provides annual training for all its employees, pursuant to the requirements of Labor Law § 201-g and other applicable statutes, regulations and case law.

26. 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.

27. 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.

28. CONFLICTS OF INTEREST PROHIBITED. (A) Conflict of Interest; Representation and Warranty:

The Contractor represents and warrants that no official, employee, or agent of the County who has exercised any discretion or authority concerning this Contract, or the negotiation or approval thereof, has any financial interest, direct or indirect, in this Contract, or any financial benefit that would accrue from the execution and performance of this Contract. A financial interest includes, but is not limited to, ownership, employment, offers of same, a gratuity or any other relationship that could compromise the integrity or impartiality of the individual's judgment. The Contractor covenants that it will promptly disclose to the County any knowledge of any financial interest, direct or indirect, that any official, employee, or agent of the County may have in the award or performance of this Contract. **(B) Remedy:** In the event the County determines that any of its officials, employees, or agents who participated in the negotiation, authorization, or approval of this Contract had a previously undisclosed financial interest in the Contract, this Contract shall be considered null, void, and wholly unenforceable at the County's option. The County may also pursue

other remedies available at law or equity, including termination for default.

29. PROCUREMENT LOBBYING.

To the extent this Contract is a "procurement contract" as defined by the State Finance Law §§ 139-j and 139-k, by signing this Contract the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the County may terminate the Contract by providing written notification to the Contractor in accordance with the terms of the Contract.

30. 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 Contract, a "Business Associate Agreement" (*Appendix C: Business Associate Agreement*), shall be attached to and incorporated by reference in the Contract, in a form and content approved by the 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 Contract by the party signing this Contract 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. Dept. of Health and Human Services, as amended.

31. ADDITIONAL TERMS AND CONDITIONS. CERTAIN DEPARTMENT OF SOCIAL SERVICES CONTRACTS. (A)

Appendix DSS-1: "Schuyler County Department of Social Services Special Conditions," New York State Fiscal Reference Manual Required Provisions shall be made a mandatory part of any Contract which involves Schuyler County Department of Social Services Cooperative Contracts and Interagency Contracts and in such case shall be annexed hereto, incorporated by reference herein and made a part hereof. **(B)** *Appendix E: "Department of Social Services Non-disclosure Agreement"* shall be made a mandatory part of any Agreement which involves contracts made on behalf of and for the Schuyler County Department of Social Services and in such case shall be annexed hereto, incorporated by reference herein and made a part hereof.

32. **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.
33. **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.
34. **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.
35. **GIVING OF NOTICES.** Any notice, request, or other communication required to be given pursuant to the provisions of this Contract shall be in writing and shall be deemed to have been given when delivered in person or five (5) 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 parties may also provide for fax or email Notice if so set forth in the face sheet of this Contract. The address of either party to this Contract may be changed by notice in writing to the other party served in accordance with this provision.
36. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the NY Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the County's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address of Contractor shall be deemed good and sufficient service. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
37. **COUNTY ATTORNEY'S APPROVAL.** Contractor understands and agrees that the Schuyler 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.
38. **ADMISSIBILITY OF REPRODUCTION OF AGREEMENT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this Contract, regardless of whether the original of said Contract is in existence.
39. **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.
40. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. This Contract may be amended or modified only by a written instrument signed by an authorized representative of each of the parties hereto. No oral agreement or conduct shall be deemed to amend or modify this Contract.
41. **NO WAIVER.** No failure by the County to insist upon the strict performance of any term or condition of this Contract or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial performance during the continuance of any such breach, shall constitute a waiver of any such breach or such term or condition. No term or condition of this Contract to be performed or complied with by Contractor, and no breach thereof, shall be waived except by a written

instrument executed by the County. No waiver of any breach shall affect or alter this Contract, but each and every term and condition of this Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

42. SURVIVAL OF CERTAIN PROVISIONS. (A)

Notwithstanding any provision of this Contract to the contrary, the following provisions of this Appendix A, together with any corresponding obligations, rights, and remedies, shall survive the termination, cancellation, or expiration of this Contract for any reason and shall remain in full force and effect according to their terms: *Insurance And Indemnification, Hold Harmless; Records; County Property Rights; Proprietary Information; Compliance with New York State Information Security Breach and Notification Act; Conflicts of Interest Prohibited; Set-Off Rights; Governing Law; No Arbitration; Service of Process; Accuracy Of Contractor Representations; No Waiver; Admissibility of Reproduction of Agreement; Electronic Signatures Binding.* **(B)** In addition, any provision of this Contract which, by its nature or necessary effect, is intended to survive the termination, cancellation, or expiration of this Contract—including, but not limited to, provisions regarding confidentiality, indemnification, audit and inspection rights, ownership of materials, and dispute resolution—shall likewise so survive.

43. ELECTRONIC SIGNATURES BINDING. In accordance with § 304(2) of the New York State Technology Law, an electronic signature upon the signature page(s) of this Contract may be used in lieu of a signature affixed by hand and shall have the same validity and effect as the use of a signature affixed by hand.

44. EXECUTION. This Contract may be executed in separate counterparts which together shall constitute the entire Agreement of the Parties so long as both Parties have executed their copies of this Contract on the signature page(s) affixed hereto.

45. ACCURACY OF CONTRACTOR REPRESENTATIONS.

By executing the signature page(s) affixed hereto, Contractor understands, acknowledges and agrees that this Contract, and all the attachments thereto, will be relied upon by, and filed with, registered and/or recorded in or otherwise become a part of

the records of, the County of Schuyler. Contractor, and any person executing this Contract, as a signatory or otherwise, on contractor's behalf, 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, are true, complete and accurate and acknowledges that this document may be filed in an action or proceeding in a court of law.

(Schuyler County Appendix A, Version 2026 01)
This Appendix supersedes prior Appendix A versions.

APPENDIX B:**MINIMUM INSURANCE STANDARDS FOR SCHUYLER COUNTY CONTRACTS**

The following Minimum Insurance Standards for Schuyler County Contracts were adopted by the Schuyler County Legislature on March 14, 2016, Res. No 92 of 2016. As part of the standards, the following policies relating thereto are in force:

GENERAL PROVISIONS, ALL CATEGORIES.

Except as otherwise provided herein:

1. All County contracts shall, except where another form is required (by the State of New York or otherwise), *or upon prior approval of the County Attorney*, be constructed upon the County's approved contract template and conform to the County's contract policy manual, as well as these insurance standards.
2. Each Contractor shall covenant and agree to maintain in full force and effect during the term of each Agreement, and any subsequent term, comprehensive insurance in form, term and content satisfactory to the annexed standards of the County, which are incorporated herein and, to prove as evidence of such compliance, insurance certificate(s) which shall be annexed to and made part of each Agreement.
3. The applicable Category of insurance requirements shall be stated in the face sheet of the contract and/or the Bid documents and/or the response to a Request for Quotes/Proposals. All contracts shall clearly delineate the proper Category of required insurance prior to execution by either party.
4. Said certificate(s) shall be annexed hereto prior to or at the time of execution of the Agreement by the County.
5. 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.
6. Each such policy and certificate shall, except as applicable under Categories IV, V and VII, name the County of Schuyler (not a particular department or agency), and its officers, employees and agents as Additional Insureds (not simply "certificate holder") in all the categories listed (except Workers' Compensation/Disability Benefits) in connection with the work being performed.
7. Any of the following are considered appropriate "additional insured language" that contractors may have their insurers insert in the policy/on the Certificate of Insurance:
 - a. "The County of Schuyler and its officers, employees and agents is added as Additional Insured with respect to this contract. The County designation as an Additional Insured shall apply to all legally permissible coverage categories and may not be limited in any way, except for medical professional liability or when the State of New York or federal government requires otherwise."
 - b. "The County of Schuyler and its officers, employees and agents is named as Additional Insured with respect to this contract.
 - c. "The County of Schuyler and its officers, employees and agents is named as Additional Insured as their interests may appear concerning this contract."
 - d. Equivalent language, subject to approval of the County Attorney.
8. The County designation as an additional insured shall apply to all legally permissible policy coverage categories (except professional liability) and may not be limited in any way.
 - a. All insurance carriers providing the above coverages for the Independent Contractor

must be licensed or permitted to do business in New York State. All such carriers must also be rated no lower than "B+" by the most recent Best's Key Rating Guide or Best's Agent's Guide.

- b. Insurance certificate(s) evidencing compliance herewith shall be provided to the County Attorney for approval and permanent annexation to the contract before the contract shall be finally executed and the work commenced.
- c. It is expressly understood and agreed by the Independent Contractor that the insurance requirements specified above contemplate the use of occurrence liability forms. If claims-made coverage is evidenced to satisfy any of these requirements:
 - i. The Independent Contractor agrees, when claims-made coverage is evidenced to satisfy these requirements, to maintain a retroactive date not later than (date service is to commence).
 - ii. Further, for the duration of this contract or its subsequent renewals, if the retroactive date is advanced or if the policy is non-renewed, canceled or is otherwise materially changed, the Independent Contractor agrees to purchase at its own expense, an Extended Reporting Endorsement. This endorsement must provide for an extended reporting period ("Tail" coverage) in compliance with the minimum standards promulgated by the Insurance Department of the State of New York as contemplated in Regulation No. 121 (11 NYCRR 73) or its subsequent amendments or revisions.

- iii. Further, upon termination of the services provided to the County by the Independent Contractor, it is agreed that such claims-made coverage will be maintained without interruption for a period of time equal to the length of any Extended Reporting Period requirement as cited above. If the retroactive date is advanced or if the policy is non-renewed, canceled, or is otherwise materially changed during this period of time, the Independent Contractor agrees to purchase, at its own expense, an Extended Reporting Endorsement that is in compliance with the minimum insurance standards promulgated by the Insurance Department of the State of New York as cited above.

9. Completed Operations coverage must be maintained and evidenced for at least two (2) years after completion of the project.
10. **Sexual Abuse/Molestation Liability Coverage.** Any contractor that provides youth service(s), services to developmentally disabled individuals of any age, vulnerable adults or any senior citizens on behalf of the County or in connection with their contract(s) (including lease agreements) with the County must have Sexual Abuse/Molestation coverage in such amount as may be available from that contractor's insurer, but in no event less than \$200,000.00 for those contractual services.
11. **Workers' Compensation Coverage and Disability Benefits Coverage.**

Workers' Compensation Coverage Pursuant to WCL Section 57 (workers' compensation requirements), businesses to enter into contracts **must** provide **one** of the following forms to the County (updated annually):

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*. **Please Note:** The State Insurance Fund provides its own version of this form, the U-26.3; or

C) Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, or GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*

Disability Benefits Coverage. Pursuant to WCL Section 220(8) (disability benefits requirements), businesses seeking to enter into contracts **must** provide **one** of the following forms to the County (updated annually):

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*.

Please note: The New York State Workers' Compensation Board has stated that ACORD forms are *not* acceptable proof of workers compensation or disability benefits coverage.

12. Notwithstanding the limits of any policy of insurance provided or maintained by the Contractor, the Contractor shall defend, indemnify and hold harmless the Department, County of Schuylar 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 the Contractor under this Agreement or arising out of or caused by any act, omission, or negligence of the Contractor or its officers, employees, volunteers, or agents. The

contractor's duties and obligations pursuant to this paragraph shall survive the termination or expiration of this Agreement.

13. Waivers. The County Attorney, the Chairman of the Legislature and the County Administrator are authorized to grant waivers in rare instances, and only upon unanimous agreement.

INDIVIDUAL CONTRACT CATEGORIES:

CATEGORY I

INDEPENDENT CONTRACTORS ENGAGED IN CONSTRUCTION PROJECTS INVOLVING EXCAVATION, STRUCTURAL ALTERATIONS, NEW CONSTRUCTION OR DEMOLITION.

A. REQUIRED COVERAGES

1. COMMERCIAL GENERAL LIABILITY
Premises/Operations Products/Completed Operations Independent Contractors Contractual Liability
Explosion, Collapse and Underground Hazard

Per occurrence limit of \$1,000,000 with separate (at least \$2,000,000) aggregate limits for Premises and Operations and for Products and Completed Operations.

2. AUTOMOBILE LIABILITY
Owned, Hired and Non-Owned autos
Combined Single Limit for Bodily Injury and Property Damage - \$1,000,000 each accident

3. EXCESS "UMBRELLA" LIABILITY
Combined Single Limit for Bodily Injury and Property Damage-\$1,000,000 each occurrence

B. SEE "GENERAL PROVISIONS, ALL CATEGORIES" FOR ADDITIONAL REQUIREMENTS.

CATEGORY II

INDEPENDENT CONTRACTORS (OTHER THAN INDIVIDUAL PROFESSIONAL PRACTITIONERS) PROVIDING SERVICES ON BEHALF OF THE COUNTY.

and

INDEPENDENT CONTRACTORS ENGAGED IN CONSTRUCTION PROJECTS NOT INVOLVING EXCAVATION, STRUCTURAL ALTERATIONS, NEW CONSTRUCTION OR DEMOLITION.

A. REQUIRED COVERAGES

1. COMMERCIAL GENERAL LIABILITY
Premises/Operations
Products/Completed
Operations
Independent Contractors
Contractual Liability
Explosion, Collapse and Underground Hazard

Per occurrence limit of \$1,000,000 with separate (at least \$2,000,000) aggregate limits for Premises and Operations and for Products and Completed Operations.

2. AUTOMOBILE LIABILITY
Owned, Hired and Non-Owned autos
Combined Single Limit for Bodily Injury and Property Damage
\$1,000,000 each accident
3. PROFESSIONAL LIABILITY (where services of a professional nature are to be provided)
\$1,000,000 per occurrence
\$1,000,000 aggregate
4. EXCESS/UMBRELLA LIABILITY
Combined Single Limit for Bodily Injury and Property Damage
\$1,000,000 each occurrence
5. LIQUOR LIABILITY (where service includes the manufacture, sale or providing of alcoholic

beverages)
\$1,000,000 each occurrence
\$1,000,000 aggregate

- B. SEE "GENERAL PROVISIONS, ALL CATEGORIES" FOR ADDITIONAL REQUIREMENTS.

CATEGORY III

ORGANIZATIONS USING COUNTY FACILITIES (WHERE NO SERVICES ARE PROVIDED ON BEHALF OF THE COUNTY).

A. REQUIRED COVERAGES

1. COMMERCIAL GENERAL LIABILITY
Premises/Operations
Products/Completed Operations
Independent Contractors
Contractual Liability
Explosion, Collapse and Underground Hazard

Per occurrence limit of \$1,000,000 with separate (at least \$2,000,000) aggregate limits for Premises and Operations and for Products and Completed Operations.

2. AUTOMOBILE LIABILITY
Owned, Hired and Non-Owned autos
Combined Single Limit for Bodily Injury and Property Damage
\$1,000,000 each accident
3. LIQUOR LIABILITY (where service includes the sale or providing of alcoholic beverages)
\$1,000,000 each occurrence
\$1,000,000 aggregate

- B. SEE "GENERAL PROVISIONS, ALL CATEGORIES" FOR ADDITIONAL REQUIREMENTS.

CATEGORY IV

CATEGORY VI

INDIVIDUAL LICENSED PRACTITIONERS PROVIDING PROFESSIONAL SERVICES FOR OR ON BEHALF OF THE COUNTY NOT SPECIFICALLY REFERENCED IN CATEGORY V.

INDEPENDENT CONTRACTORS PROVIDING SERVICES FOR OR ON BEHALF OF THE COUNTY OF ANY NATURE, WHICH CONTRACTORS ARE SELF-INSURED.

- A. REQUIRED COVERAGES
 - 1. PROFESSIONAL LIABILITY
 - \$1,000,000 per occurrence
 - \$1,000,000 aggregate
- B. SEE "GENERAL PROVISIONS, ALL CATEGORIES" FOR ADDITIONAL REQUIREMENTS.

- A. Understanding the nature of self-insurance, the Contractor will not be able to produce a certificate of insurance showing proof of coverage. In lieu of this document, the County MAY accept, at the unanimous approval of the County Attorney's office, the County Administrator and the County Legislative Chair, a letter outlining the scope of the Contractor's asset protection plan. The letter should be in the spirit of the verbiage below:

This letter is being provided in lieu of a certificate of insurance for the self-insured's risks.

_____ is an entity which, in accordance with NY State Insurance Law, has chosen to self-insure its own risk of loss. This choice applies in the context of tort liability as well as to property damage or loss.

_____ may pay claims for injury or property damage resulting from negligence by its employee or contracted workers. Coverages for all liability exposures are outlined in the signed contract between, _____ and the County.

The existence of a signed contract triggers protection for the County under our self-insurance program.

If applicable:

Our self insurance plan is partially funded via: letter of credit with _____ (name of lending institution)

Or:

Surety Bond with _____ (name of Surety)

CATEGORY V

INDEPENDENT CONTRACTORS PROVIDING PROFESSIONAL SERVICES UNDER CONTRACT FOR OR ON BEHALF OF THE COUNTY WHICH ARE MEDICAL IN NATURE.

- A. Liability exposures that result from those Independent Contractors providing services on behalf of the County to the populace, which are medical in nature may be insured under the County medical malpractice policy but only with respects to the County's liability, and not extending to the independent contractors.
- B. Independent Contractors addressed by this category shall maintain medical malpractice/professional liability policies, or equivalent with limits of not less than \$1,000,000 per claim, \$3,000,000 aggregate and submit certificate of insurance evidencing such coverage and limits.
- C. OR ALTERNATIVELY the County shall be protected against the activities of Contractor by the insurance carrier of the County under Category V of the insurance standards established by the County of Schuyler and there is annexed to this Agreement prior to execution by the County of Schuyler as evidence of compliance of the foregoing a written statement from the County's insurance carrier and/or agent.

Or:

specifically for the County shall not be exempt.

A Reinsurance agreement with _____ (name of reinsurer), with an attachment point of _____ (where reinsurance kicks in), up to an aggregate limitation of _____ - if such limitation exists.

Under this circumstance, no liability insurance is warranted or needed to finalize the contract.

B. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

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Statutory coverage complying with the New York Workers' Compensation Law and/or proof of exemption. If self-insured under workers compensation, see wording in section (A.) above.

If mandated by New York State law. The contractor is responsible to ensure compliance with NYS law.

C. DISABILITY BENEFITS

C. DISABILITY BENEFITS

Statutory coverage complying with the New York Disability Benefits Law and/or proof of exemption.

If mandated by New York State law. The contractor is responsible to ensure compliance with NYS law.

CATEGORY VII

EXEMPT CONTRACTS

A. "Exempt Contracts" shall mean any agreement for goods or services for which the only risk of loss that occurs would be covered by common law and/or otherwise not insurable, including, but not limited to:

1. Contracts for goods only. Tangible goods, materials, supplies, products, standardized commercial software or other standard articles of commerce where no services are provided by the contractor on site or to the general public. Software designed specifically for the County shall not be exempt.
2. Services provided by the State of New York, standardized commercial software support or services where current authority license or use restrictions render insurance requirements impractical. Software designed

Schuyler County Custodial Supplies

6/1/2026 - 5/31/2027

NOTE: Per NYS rules & regulations, all can liner cases must conform to the following:

* Size must be clearly listed.

* New weight of product must be listed.

* Statement of Responsibility listing the manufacturer's name and address.

Line	Description	Est. Yearly Use	Quantity	PRICE	ITEM#	COMMENTS
1	Can Liner - in Rolls - CLEAR high density, clear/natural 43" x 48", 22 micron, .86 mil - SAMPLES NEEDED	40 cases	150/case			
2	Can Liner - in Rolls - CLEAR high density, natural 33" x 38", 22 micron, .86 mil - SAMPLES NEEDED	40 cases	250/case			
3	Can Liner - in Rolls - CLEAR 13 gal., 24"x33", 8 micron - SAMPLES NEEDED	2 cases	1,000/case			
4	Liner 30"x36", .5 mil medium (LD 20-30G CL STAR P3715C or equal)		250/case			
5	Toilet Tissue - green seal certified 9" diameter roll, 2-ply, 4"x1000', center hole 3.32" (Ecosoft 10029 or equal)	70 cases	12 rolls/case			
6	Toilet Tissue - green seal certified 2- ply, 4"x4", 500 sheets/roll	5 cases	96 rolls/case			
7	Towel - green seal certified white multifold, 9.5x9.5 (Ecosoft 48300 or equal)	10 cases	4000/case			
8	Towel - green seal certified roll, 8"x800', center hole 1 1/2" x 2", (NP- 6800EN or CAS_H285, or equal) - SAMPLES NEEDED	100 cases	6 rolls/case			
9	Paper Towels 2-ply, white (Scott or equal)	6 cases	30 rolls/case			
10	Facial Tissue 30/100, white (Kleenex or equal)	2 cases	36/case			
11	T-Shirt Rags, white	10 cases	25 lbs./box			
12	Foaming Hand Soap	20 cases	(4) 1 gal/case			
13	Liquid Dish Soap heavy duty (Dawn or equal)	3 cases	4 gals/case			
14	Warewash Dishwasher Soap Temp Detergent		5 gals.			
15	Warewash Dishwasher Sanitizer ES		5 gals.			
16	Warewash Dishwasher Drying Temp Rinse		5 gals.			
17	Liquid Laundry Detergent (Spectrum Lemon or equal)	5 cases	4 gals/case			
18	Fabric Softener; gallon	5 cases	4 gals/case			
19	Bleach 1 gallon size (Spectrum or equal)	5 cases	6 gals/case			
20	Sani 512 Sanitizer Solutions (for machine)	1 case	—			
21	Sanitizer quaternary based sanitizer, not chlorine based, 1 gallon (Spectrum Spectra 512 or equal)		4 gals/case			
22	Delimer gallon		4 gals/case			
23	Grill Cleaner gallon (Spectrum or equal)		4 gals/case			
24	Durable Food Service Towels 12 x 24 (Chix Pro Quaternary or equal) Disposable Wipes	10 cases	200/Case			
25	Disinfectant Wipes 7" x 8" - 75 count	60 each	Each			
26	Stainless Steel Cleaner aerosol spray, 18 oz.	5 each	Each			

Line	Description	Est. Yearly Use	Quantity	PRICE	ITEM#	COMMENTS
27	Spray Bottle 32 oz.		Each			
28	Trigger for 32 oz. spray bottle		Each			
29	Mop Heads 20 oz., premium loop with sewed bond	5 cases	Each			
30	18" Dust Mops Infinity Loop	2 cases	12/pack			
31	36" Dust Mops Loop End	2 cases	12/case			
32	Stripping Pads 17" black	5 cases	5/box			
33	Burnishing Pads 17" Blue	1 case	5/box			
34	Burnishing Pads Aqua 17"	1 case	5/box			
35	Buffing Pads 17" Red	1 case	5/box			
36	Polishing Pads 17" White	1 case	5/box			
37	Buffing Pads 20" red	5 cases	5/box			
38	Polishing Pads 20" white	5 cases	5/box			
39	Burnishing Pads Aqua 20"	1 case	5/box			
40	Burnishing Pads 20" Sky Blue	1 case	5/box			
41	Sponge Scrubber with scratcher surface on reverse (SOS or equal)	2 cases	12/case			
42	Scour Pads green (Scotchbrite or equal)	4 cases	40/case			
43	Scrubber stainless steel, 2 1/2 x 2 3/4, steel gray		12/carton			
44	Freezer Floor/Wall Cleaner (Pro Power or equal)		2 / 1 gal.			
45	Floor Cleaner neutral (Protec 2001 or equal)	9 cases	(2) 2.5 gal/case			
46	Gloves, Vinyl Pre-Powered small		10 pk/case			
47	Gloves, Vinyl Pre-Powered medium		10 pk/case			
48	Gloves, Vinyl Pre-Powered large		10 pk/case			
49	Gloves, Vinyl Pre-Powered x- large		10 pk/case			
50	Gloves, Vinyl Powder-Free medium	5 cases	10 pk/case			
51	Gloves, Vinyl Powder-Free large	5 cases	10 pk/case			
52	Gloves, Vinyl Powder-Free x- large	5 cases	10 pk/case			
53	Nitrile Gloves, Powder-Free, 7mil., equal to Black Maxx, Small		100/box			
54	Nitrile Gloves, Powder-Free, 7mil., equal to Black Maxx, Medium		100/box			
55	Nitrile Gloves, Powder-Free, 7mil., equal to Black Maxx, Large		100/box			
56	Nitrile Gloves, Powder-Free, 7mil., equal to Black Maxx, XL		100/box			
57	Feminine Hygiene Liner Bags 10.25" x 7.5" x 3.5"	3 Cases	500/case			
58	1250 ml Refill for PROVON ADX-12 Push Style Hand Soap Dispenser (PROVON clear or equal)		Pack of 3			

Schuyler County Kitchen Supplies

6/1/2026 - 5/31/2027

Line	Description	Est. Yearly Use	Quantity	PRICE	ITEM#	COMMENTS
1	Cutlery - Forks medium weight, white #P1001 or equal	(Senate) 3 cases	1000/case			
2	Cutlery - Knives medium weight, white #P1005 or equal	(Senate) 1 case	1000/case			
3	Cutlery - Spoons medium weight, white #P1003W or equal	(Senate) 1 case	1000/case			
4	Cutlery - Sporks medium weight, white #P1005 or equal	(Senate) 3 cases	1000/case			
5	Cutlery - 4 pc. Set plastic, fork/knife/spoon/napkin		250/case			
6	Cups insulated, paper 10 oz.	4 cases	1000/case			
7	Bowls Hot/cold, paper or plastic, 8 oz., white (Dart 8820 or equal)	49 cases	1000/case			
8	Bowls Hot/cold, paper or plastic, 10 oz., white (Dart 10B20 or equal)	9 cases	1000/case			
9	Soup Bowls insulated, leak-proof paper or plastic, laminated 12 oz., white (Dart 12B32 or equal)	1 case	1000/case			
10	Lids - vented for deli containers, 8 oz., & 10 oz. bowls (20JL)		1000/case			
11	Trays insulated, leak-proof laminated paper or plastic, 3 compartment takeout trays	8 cases	200/case			
12	Plates -6" paper or plastic, white, laminated		100/case			
13	Plates - 9" paper or plastic, single compartment, laminated, (Dart 83540 or equal)	19 cases	500/case			
14	Plates - 10" sturdy, leak-proof 3 compartment, laminated dinner plate		1000/case			
15	Souffle Cups plastic, 2 oz.	1 case	2500/case			
16	Straws milk, wrapped, 7.75"		7200/case			
17	Foil, Roll heavy duty, 18"x500' (Reynolds #624 or equal)	9 cases	per roll			
18	Pan Liners - parchment, 16"x24"		1000/case			
19	Hairnets dark brown (Royal RPH144 or equal)	1 box	144/box			
20	Bags - 25# heavy duty brown		500/bale			
21	Bags - "Thank You" plastic, hope T-sacks, 11.5"x6.5"x21"		1000/case			
22	Bags - Poly medium weight, 8"x4"x12"		1000/case			
23	Bags - Flip Top Sandwich		1000/case			
24	Bags - Lunch, heavy duty, 10#, brown (Kraft, Duro or equal)					
25	Twist Ties 4", white		2000/case			
26	Napkins 2-ply, dinner, 14"x18", white		3000/case			
27	Seal Wrap 18"x2000' (Saran wrap or equal)	1 roll	per roll			
28	Pie Wedges 9 oz., clear (Deep Show pie or equal)		504/case			
29	Thermometer pocket, commercial industrial grade, analog, 0 degrees to 220 degrees Fahrenheit		each			