

Tioga County
Department of Mental Hygiene

1062 State Route 38
PO Box 177
Owego, NY 13827

Lori Morgan, LCSW-R
Director of Community Services
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Phone 607-689-8139
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NOTICE IS HEREBY GIVEN

That the County of Tioga will receive proposals for RFP. Tioga County is seeking Proposers from Eligible Entities for Grants from Tioga County Opioid Settlement Funds who will engage in activities, programs, and/or services for the purpose of Prevention and Stigma Reduction related to Opioid Use, Substance Use, and Co-Occurring Mental Health condition. Such proposals must be filed with the Tioga County Director of Community Services, 1062 State Route 38, PO Box 177, Owego, New York 13827, on or before 4:00 PM prevailing time, December 12, 2025. All questions pertaining to this RFP shall be forwarded in writing to the Director of Community Services at the address shown above. The County reserves the right to reject any or all proposals.

Lori Morgan, LCSW-R

Director of Community Services

Tioga County

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A. Introduction

Tioga County, New York, is committed to addressing the ongoing opioid crisis that has profoundly impacted our communities. Through settlements negotiated by New York State Attorney General Letitia James with opioid manufacturers, distributors, and other entities, Tioga County has received opioid settlement funds. These funds are derived from nationwide and state-specific agreements totaling billions for New York State overall.

In alignment with state law (Chapter 822 of the Laws of 2021, establishing the Opioid Settlement Fund), Tioga County is issuing this Request for Proposals (RFP) to allocate available opioid settlement funds to eligible organizations and initiatives that support opioid abatement, prevention, treatment, recovery, and harm reduction. The funds are categorized into restricted and unrestricted portions, as defined by the settlement agreements and Attorney General guidelines. Restricted funds must be used exclusively for evidence-based opioid remediation activities, while unrestricted funds offer flexibility for approved abatement purposes without supplanting existing funding.

This RFP seeks innovative, impactful proposals that demonstrate a clear connection to reducing opioid misuse and its harms in Tioga County. Total available funding for this cycle is estimated \$354,374 (restricted) and \$354,338 (unrestricted) and (subject to final allocation), with individual grants ranging from \$10,000 to \$100,000 depending on project scope and alignment with priorities. Tioga County encourages applications from nonprofit organizations, community-based providers, healthcare entities, educational institutions, and local government partners serving Tioga County residents.

B. General Information

AWARD OF CONTRACT:

Quote in the proposal shall be firm for a period of at least FORTY-FIVE (45) days after the submission deadline as required by NYS General Municipal Law; however, the review, interview, and contract process could exceed that time frame. Proposals should include the extent to which the pricing proposed would be held by the Contractor. All successful vendor(s) shall be notified by December 31, 2025 of any contracts they have been awarded. Notice of awards shall be in the form of a copy of the resolution awarded by January 16, 2026 and sent to all successful vendors by U.S. mail.

METHOD OF AWARD:

The award may be given to the most responsible proposers' whose proposal is determined to be in the best interest of Tioga County and deemed will best serve the County's requirements based upon criteria stated under the Scope of this RFP, the evaluation of references, qualifications, and if deemed necessary, an interview with the Vendor and the Award Committee.

Price will not necessarily be the determining factor in the award of the contract. All proposals will be evaluated to determine if they meet the required format and in compliance with all requirements of the Request for Proposals.

CONTRACT:

The award of any contract resulting from this RFP must be approved by the Tioga County Legislature.

PROPOSAL EXPENSES:

Prospective bidders are solely responsible for their own expenses in preparing a proposal and subsequent negotiations with the County, if any. The proposal should be submitted in the format requested and to be simply bound.

JUDGMENTS/LEGAL FINDINGS:

By submitting this proposal for consideration, the vendor affirms that they currently have no judgments or other legal findings nor have any pending judgments or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this proposal. Failure to disclose any such judgments and/or findings could result in the termination of any contracts and other penalties as deemed legal and appropriate by the County.

NON-ASSIGNMENT:

In accordance with NYS General Municipal Law 109, at no time during the duration of any contract resulting from this RFP, shall the successful vendor be allowed to assign any portion of this contract to a third party without express written approval by the Tioga County Legislature.

IRANIAN ENERGY SECTOR DIVESTMENT:

By submission of a proposal, each entity and each person signing on behalf of any proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State finance law.

WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn at any time prior to the submittal deadline. A proposal may be withdrawn and resubmitted at any time prior to the submittal deadline. No proposal may be withdrawn after the submittal deadline.

CONTACT PRE- AND POST- PROPOSAL SUBMISSION:

Contact with any county staff or an evaluation team member other than the Director of Community Services is strictly prohibited. Any requests for information are to be in writing and submitted to the

Director of Community Services. Any proposer who circumvents this procedure will be in violation of purchasing rules and their proposal will not be evaluated or considered.

C. Background and Funding Overview

The opioid crisis has claimed thousands of lives in New York State, with over 5,000 opioid-related overdose deaths reported in 2023 alone. Tioga County, located in the Southern Tier region, has experienced significant challenges, including increased overdoses, substance use disorders (SUD), and barriers to treatment access. The settlement funds represent accountability from entities that contributed to the epidemic and provide an opportunity for targeted investments.

D. Funding Sources and Categories

- **Restricted Funds:** These are designated for specific, evidence-based uses directly tied to opioid abatement as outlined in the settlement agreements (e.g., National Opioid Settlements with Distributors and Johnson & Johnson). Approximately 50% of Tioga County's allocation falls into this category. Eligible uses are limited to:
 - **Prevention:** Community education, youth programs, and awareness campaigns focused on opioids.
 - **Treatment:** Expansion of medication-assisted treatment (MAT), counseling, and SUD services.
 - **Recovery:** Support for peer recovery coaching, housing, and long-term support services.
 - **Harm Reduction:** Distribution of naloxone (Narcan), syringe exchange programs, and fentanyl test strips.
 - Funds cannot be used for general administrative costs exceeding 10% or non-opioid-related activities.
- **Unrestricted Funds:** These comprise approximately 50% of the allocation and allow for broader discretion in abatement strategies, provided they align with the Attorney General's guidelines and state priorities. Eligible uses include:
 - Strategic planning and data collection for opioid response.
 - Workforce development for SUD professionals.
 - Support for families affected by opioid use disorders.
 - Innovative pilots addressing social determinants of health (e.g., transportation to treatment).
- Unrestricted funds may cover up to 15% administrative costs but cannot supplant existing county or state funding.

All expenditures must comply with reporting requirements to the New York State Office of Addiction Services and Supports (OASAS) and the Opioid Settlement Fund Advisory Board. Proposals using restricted funds must demonstrate alignment with the Exhibit E-1 Abatement Uses from the settlement documents, available at the New York State Attorney General's website ag.ny.gov/opioid-settlements

Tioga County received its initial allocation in 2022, with ongoing payments expected over 10-18 years. This RFP focuses on 2026 programming, with potential for multi-year funding.

E. Goals and Objectives

The primary goal of this RFP is to abate the opioid crisis in Tioga County by funding programs that:

- Reduce opioid overdoses and misuse through prevention and education.
- Increase access to evidence-based treatment and recovery services.
- Support harm reduction to save lives and connect individuals to care.
- Address disparities in underserved populations, including rural residents, youth, and veterans.
- Foster community partnerships for sustainable, long-term impact.

Objectives include:

- Funding at least 5-10 projects that collectively reach 500+ Tioga County residents.
- Prioritizing initiatives with measurable outcomes, such as reduced overdose rates or increased treatment enrollment.
- Ensuring equity in service delivery across Tioga County's geography.

F. Eligibility

Eligible applicants include:

- 501(c)(3) nonprofit organizations with a track record in health, SUD, or community services.
- Public entities, such as schools, hospitals, or local governments, partnering with Tioga County.
- For-profit entities focused on public health, provided services are non-profit in nature.
- Faith-based organizations, or coalitions serving Tioga County.

Ineligible applicants: Individuals, political organizations, or entities unable to demonstrate fiscal responsibility. All applicants must have an active presence or commitment to serve Tioga County (population ~48,000).

G. Proposal Requirements

Proposals must be submitted electronically via email to [Lori Morgan, LCSW-R Morganl@tiogacountyny.gov] and include:

Section 1: Executive Summary (1-2 pages)

- Project title, requested funding amount (specify restricted vs. unrestricted), and total project budget.
- Brief overview of the proposed initiative and its alignment with opioid abatement.

Section 2: Organizational Capacity (2-3 pages)

- Description of the applicant organization, including mission, years in operation, and relevant experience in SUD/opioid programming.
- Key personnel bios and roles.
- Evidence of past performance (e.g., evaluations, success stories).

Section 3: Project Description (3-5 pages)

- Problem statement: How does this address opioid needs in Tioga County? Include local data (e.g., overdose statistics from NY DOH).
- Objectives and activities: Detailed timeline, methods, and how funds will be used (break down restricted vs. unrestricted).
- Target population and outreach strategy.
- Sustainability: Plans beyond grant funding.

Section 4: Budget and Justification (2 pages)

- Detailed line-item budget, including personnel, supplies, travel, and indirect costs (capped per category).
- Funding sources (match requirements: 10-20% encouraged but not mandatory).
- Narrative justifying costs and fund category allocation.

Section 5: Evaluation and Outcomes (1-2 pages)

- Measurable outcomes (e.g., # of individuals served, % increase in treatment access).
- Evaluation plan, including data collection and reporting to Tioga County.
- Alignment with evidence-based practices (cite NAOMI or CDC guidelines). Alignment with 2026 Tioga County Local Services Plan 2026 go to: [Tiogacountyny.gov](https://www.tiogacountyny.gov) then to Mental Hygiene Department, click county plans- 2026 LSP Final
- IRS determination letter, financial statements (last 2 years), references, and letters of support.
- Total proposal length: 10-15 pages, excluding appendices. Use 12-pt font, 1-inch margins.

H. Submission and Timeline

- RFP Release Date: **November 4, 2025**
- Questions Due: **December 8, 2025, Morganl@tiogacountyny.gov**
- Proposal Due Date: **December 12, 2025, by 5:00 PM ET**
- Review and Selection: **December 15-31, 2025**
- Awards Announced: **January 16, 2026**

- Project Start Date: January 2026
- Questions: Directed to Tioga County Opioid Response Coordinator at Lori Morgan, LCSW-R Director of Community Services 607-689-8139, Morganl@tiogacountyny.gov].

Submit proposals as a single PDF. Late submissions will not be accepted.

I. Review and Selection Process

Proposals will be evaluated by a Tioga County Opioid Advisory Committee (including representatives from health, law enforcement, and Legislature) using the following criteria (total 100 points):

- Alignment with Goals of Local Services Plan and Abatement Needs (30 points): Clear tie to opioid crisis and fund categories.
- Innovation and Impact (25 points): Potential for meaningful, measurable change in Tioga County.
- Feasibility and Capacity (20 points): Realistic budget, timeline, and organizational strength.
- Evaluation and Sustainability (15 points): Strong outcomes measurement and long-term viability.
- Budget Justification (10 points): Cost-effectiveness and compliance.

Top-ranked proposals may be invited for interviews. Funding decisions are at Tioga County's discretion; not all applicants will be funded. Conflicts of interest must be disclosed.

J. Terms and Conditions

- Funding Agreement: Successful applicants must sign a contract outlining deliverables, reporting quarterly, and audit rights. Funds are reimbursable upon milestone achievement.
- Compliance: All activities must adhere to state/federal laws, including HIPAA, and Attorney General reporting (via OASAS portal). No supplantation of existing funds.
- Reporting: Grantees must submit progress reports, financial, and outcomes data. Failure may result in fund claw back.
- Insurance and Compliance Programs: Applicants will need to provide proof of liability insurance of at least one million per occurrence/two million aggregate, workers compensation insurance or waiver and relevant policies such as the organization's non-discrimination program.
- Intellectual Property: Tioga County retains rights to evaluate data for public reporting.
- Termination: Tioga County may terminate for non-performance.
- Non-Discrimination: Projects must serve all eligible residents without bias.
- Appeals: Limited to procedural issues; contact within 10 days of award notice.

K. Contact Information

For questions or accommodation (e.g., for disabilities), contact:

- Tioga County Department of Mental Hygiene
- Opioid Settlement Grants Coordinator Lori Morgan, LCSW-R Director of Community Services
- Address: 1062 State Rte. 38, PO box 177 Avenue, Owego, NY 13827
- Phone: (607) 689-8139
- Email: Morganl@tiogacountyny.gov

Tioga County reserves the right to amend or cancel this RFP. This document serves as full solicitation; no verbal agreements bind the county.

By submitting a proposal, applicants affirm understanding and acceptance of these terms. We look forward to partnering to build a healthier Tioga County.

L. ATTACHMENTS TO COMPLETE RFP PROPOSAL

- 1 Attachment A: Board of Directors: Attach a listing of the members of the current Board of Directors, including member affiliations and term for each member. Indicate Board Officers by position and term of such office.
- 2 Attachment B: Organizational Chart: Attach an organizational chart which clearly illustrates the relationships between the various components. Include names and titles of each key management position on the organizational chart. Clearly label the proposed services as “Proposed” within the organizational chart.
- 3 Attachment C: Organization Vision and Mission: Provide an overview that clearly describes the agency’s mission
- 4 Attachment D: Implementation Timeline: Complete the attached form identifying major tasks and activities by month for assuming operations (Month1, Month 2, etc.)
- 5 Attachment E: Contracts: List any contracts you have with the Local Governmental Unit and/or its designee within each locality where your agency currently provides services. List any formal, written agreements in place and purpose of such agreements
- 6 Attachment F: Non-Collusion Affidavit: Sign and date attached form
7. Attachment G: Proposal Form: Fill out attached form
8. Attachment H: Insurance Specifications

Attachment D

IMPLEMENTATION TIMELINE FORM

Please complete the Implementation Timeline Form. Identify the key actions or tasks that are necessary to accomplish or transition the operation of the service to your organization. For completion date, show the month in which the action or task is to be completed starting from notification of your project's selection, portrayed as "month 1", "month 2", etc. Be as specific as possible to demonstrate your understanding of the steps involved in developing the service. Add additional rows if necessary.

Implementation Time Line

Key Action/Task	Completion Month

ATTACHMENT F

NON-COLLUSIVE BIDDING CERTIFICATION

- 1) By submission of this RFP, for Grants from Tioga County Opioid Settlement Funds each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- 2) The prices in this proposal have been arrived independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- 3) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor; and
- 4) No attempt has been made or will be made by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

NAME OF FIRM _____

Individual or Legal Name of Firm or Corporation

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____

Signature of Representative of Firm or Corporation (blue or other non-black ink)

DATED: _____

ATTACHMENT G

PROPOSAL FORM

PROPOSAL FORM FOR RFP To provide Prevention and Stigma Reduction related to Opioid Use, Substance Use, and Co-Occurring Mental Health conditions for Tioga County to be received by December 12, 2025 PM prevailing time 4:00 PM at the office of Tioga County Director of Community Services, 1062 State Route 38, PO Box 177, Owego, New York 13827.

Written proposals must be submitted in a sealed envelope plainly marked as to its contents. Required is (1) original proposal and (10) copies. ORIGINAL to be clearly marked.

Proposals must contain a statement of non-collusion as required by Section 103-d of General Municipal Law. The County reserves the right to reject any or all proposals.

The undersigned proposes to furnish the following services, in accordance with the attached specifications, to the County of Tioga at the price(s) shown. All prices are to include no taxes.

NAME OF FIRM: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

BY: _____

PRINT NAME: _____

FEDERAL OR TAX ID # _____

NOTE: By signing and submitting this Proposal for consideration by the Tioga County Community Services Board, and Tioga County Legislature, the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation, exception or alteration.

ATTACHMENT H

TIOGA COUNTY, NEW YORK General Contract and Insurance Specifications

Project Description or Contract Number:	
Date Issued:	
Vendor name ("Contractor"):	
County Department:	

Please read these specifications very carefully. These specifications are part of your contract with Tioga County. It is advisable that you forward a copy of these specifications to your insurance agent. Tioga County's waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

Part I. General Provisions

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. The contractor shall be solely responsible for any self-insured retention or deductive losses under each of the required policies.
3. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Tioga County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
4. Every required coverage type shall be on an "occurrence basis" unless otherwise specified or allowed.
5. The Contractor may utilize a combination of primary and umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage.
6. Proof of insurance coverage shall be provided on an ACORD 25 form or acceptable equivalent. All insurance certificates must be approved by the County Department of Law or its designee.
7. The amount of self-insured retention or deductibles must be disclosed on the certificates of insurance. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
8. Tioga County reserves the right to request a certified copy of any policy and any endorsement thereto.
9. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-, XI" or better by A.M. Best (Current Rate Guide).
10. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Tioga County may exercise any rights it has in law or equity, including but not limited to the following:

- (a) immediate termination of the contract;
- (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
- (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Tioga County shall be repaid upon demand, or at the County's option, may be offset against any monies due to the Contractor.

Part II. Required Insurance – Minimum coverage types and amounts

1.

Coverage Type	Minimum Limits								
<u>Commercial General Liability</u> <u>per standard ISO form or</u> <u>equivalent with no modification</u> <u>of coverage for contractual</u> <u>liability</u> - All endorsed policy exclusions shall be disclosed by submittal of forms - Tioga County shall be named Additional Insured, on a primary, non-contributory basis. The additional insured requirement shall be provided by ISO endorsement forms CG 20 10, CG 20 37 and CG 20 01 (or equivalent forms) and shall not contain any exclusion for bodily injury or property damage arising from completed operations. Submittal of the specified Additional Insured forms is required with the ACORD 25.	<table> <tr> <td>General Aggregate</td><td>\$2,000,000</td></tr> <tr> <td>Each Occurrence</td><td>\$1,000,000</td></tr> <tr> <td>Fire Damage</td><td>\$300,000</td></tr> <tr> <td>Medical Expense</td><td>\$10,000</td></tr> </table>	General Aggregate	\$2,000,000	Each Occurrence	\$1,000,000	Fire Damage	\$300,000	Medical Expense	\$10,000
General Aggregate	\$2,000,000								
Each Occurrence	\$1,000,000								
Fire Damage	\$300,000								
Medical Expense	\$10,000								
<u>Automobile Liability (Comprehensive Form)</u> Must cover owned, non-owned, leased and hired vehicles.	\$1,000,000 Combined Single Limit								
<u>Professional Liability</u> - If "Claims Made" coverage, must be maintained continuously for a minimum of two (2) years after contract termination - Shall not contain restrictions for ✓ Contractual liability ✓ Express warranties or guarantees ✓ Personal injury	\$1,000,000 Each Claim \$1,000,000 Annual Aggregate								
<u>Umbrella / Excess Liability (Following Form)</u> To extend over CGL, Auto	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate								
<u>Workers' Compensation and Employer's Liability</u> If you have no employees (sole proprietor) a NYS Workers' Compensation Board issued waiver of the Workers' Compensation requirement is acceptable	Part 1 – Statutory Part 2 – (Unlimited in NYS) \$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Disease Each Employee								
(Proof of either Workers' Compensation Insurance or a NYS Workers' Compensation Board issued waiver of the Workers' Compensation insurance requirement is mandated by state law. There are no exceptions to this law.									

2. The certificate face shall:

- indicate coverages and minimum amounts required in part II.1
- provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an insurance limits reduction) unless prior written notice has been given to the Tioga County.

3. The Additional Insured & Certificate Holder should read:

County Of Tioga

Attn: Law Department

56 Main Street, Owego, NY 13827

Part III Defense and Indemnification

The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the County or its employees.

The Contractor agrees to indemnify and hold the County of Tioga and any officer, employee and/or agent thereof free and harmless from any and all loss(es), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

Part IV Safety

Tioga County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Tioga County in no way obligates Tioga County to inspect the safety practices of the Contractor.

If Tioga County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Tioga County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Tioga County's legal obligation to continuously provide contractor's service to the public or Tioga County's immediate

need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Tioga County shall have the right to immediately terminate this contract. In the event that Tioga County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Tioga County in re-bidding the work and /or by the increase in cost that results from using a different vendor.