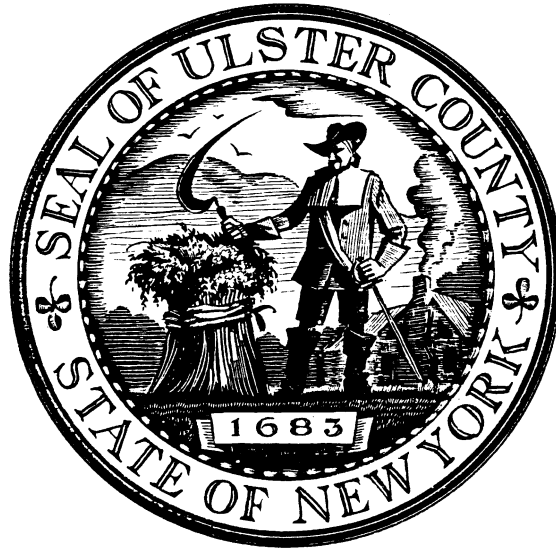


COUNTY OF ULSTER REQUEST FOR PROPOSALS



RFP-UC2016-007

**BROWNFIELD OPPORTUNITY AREAS PROGRAM
STEP 1 PRE-NOMINATION STUDY
COUNTY-WIDE REVITALIZATION OPPORTUNITIES REPORT**

**ULSTER COUNTY PURCHASING DEPARTMENT
MARC RIDER
DIRECTOR OF PURCHASING
244 FAIR STREET, 3RD FLOOR
KINGSTON, NY 12401**

COUNTY OF ULSTER – PURCHASING DEPARTMENT

244 Fair Street, Third Floor, Kingston, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.co.ulster.ny.us/purchasing/

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REQUEST FOR PROPOSAL

DATE: December 28, 2015

NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS ARE SOUGHT AND REQUESTED FOR THE FOLLOWING:

RFP NAME: BROWNFIELD OPPORTUNITY AREAS PROGRAM
STEP 1 PRE-NOMINATION STUDY COUNTY-WIDE
REVITALIZATION OPPORTUNITIES REPORT

RFP NUMBER: RFP-UC2016-007

PLACE OF RECEIPT: Ulster County Purchasing Department
244 Fair Street, Third Floor
Kingston, NY 12401

FINAL DATE & TIME TO RECEIVE RFP: January 29, 2016 4:00 PM

FINAL DATE TO SUBMIT QUESTIONS: January 19, 2016 4:00 PM

CONTACT PERSON: Nicholas Ioanna; Buyer
Ulster County Purchasing Department
Phone: 845-340-3999
Email: nioa@co.ulster.ny.us

Please print on the face of package(s)/envelopes:

- 1) NAME & ADDRESS OF FIRM;
- 2) RFP NAME & NUMBER

It is the responder's responsibility to read the attached RFP specifications.

Marc Rider
Director of Purchasing

COUNTY OF ULSTER – PURCHASING DEPARTMENT

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RECEIPT CONFIRMATION FORM

PLEASE COMPLETE AND RETURN THIS CONFIRMATION FORM WITHIN 5 WORKING DAYS OF RECEIVING BID PACKAGE TO:

Nicholas Ioanna; Buyer
Ulster County Purchasing Department
244 Fair Street, 3rd Floor Kingston, NY 12401
Telephone: (845) 340-3999 Fax: (845) 340-3434
RFP-UC2015-077: BROWNFIELD OPPORTUNITY AREAS PROGRAM
STEP 1 PRE-NOMINATION STUDY COUNTY-WIDE REVITALIZATION
OPPORTUNITIES REPORT

Failure to return this form may result in no further communication or addenda regarding this Bid.

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Phone Number: _____ EXT: _____ Fax Number: _____

Email: _____

I have received a copy of the above noted PROPOSAL.

_____ We will be submitting a PROPOSAL

_____ We will NOT be submitting a PROPOSAL – (please indicate reason)

Signature: _____

Title: _____

If a bidders meeting has been arranged for this Bid, please indicate if you plan to attend: **Yes / No**

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REQUEST FOR PROPOSAL:

1. OBJECTIVE & BACKGROUND

The County of Ulster (“the County”) is requesting Proposals to obtain the professional services of a qualified and experienced consulting firm(s) to complete a countywide Revitalization Opportunities Report under the Brownfield Opportunity Areas Program (Step 1 Pre-Nomination Study) (The Project). The Project will cover an approximate 721,024-acre area of the county, characterized with 1,500 potential brownfield and potential thousands of additional underutilized sites that are located throughout Ulster County.

2. OBJECTIVES AND PROJECT EFFORT

The primary community revitalization objectives to be achieved by the Project shall include sufficient description of clusters of brownfields, and underutilized sites and infrastructure to prioritize future brownfield activities. The Project will coordinate with the County’s comprehensive planning work to focus future development in activity areas within the County. Anticipated community benefits resulting from the Project include the creation of an inventory of underutilized sites and their reuse potential, allowing the County and municipalities to move specific brownfield clusters forward into the BOA Revitalization Planning stage which will further local economic development and community revitalization efforts.

The Project will provide a preliminary description and analysis of revitalization opportunities in the Brownfield Opportunity Area (BOA). Key areas of effort include:

- Identifying and providing a clear description and justification of a manageable study area(s) and associated boundaries;
- Establishing a community participation process to begin to identify a common vision for the area, including goals and objectives;
- Identifying the multi-agency, private-sector, and other community partnerships necessary to inform the process and leverage assistance for revitalizing the community;
- Completing a preliminary analysis of the study area and preliminary recommendations to revitalize the area; and,
- Providing a series of key recommendations, including an identification of specific activities to be conducted, to serve as the basis and scope of work for the next program step.

3. PROJECT AREA

The project shall cover all of Ulster County to establish the initial screening of potential revitalization opportunity areas. The county-wide analysis will be utilized to identify activity centers based on infrastructure analysis and mapping, and an enhanced targeted inventory of vacant, underutilized or suspected brownfields with key data.

4. EXISTING DATA AND PLANS

Proposers should be familiar with the County’s current plans and planning efforts as well as data that is available for the County. Responses should clearly indicate the level of reliance on such data and the amount of additional work proposed as necessary to ensure that the objectives of the Project can be met. Existing community plan information can be found on the County’s website with particular attention to the County

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Planning Departments webpage in the information associated with the County’s Parcel Viewer. Proposers should be familiar with Ulster County GIS datasets which will be made available as requested during the course of the Project.

5. SCHEDULE

The Project is anticipated to take no more than 14 months to complete from the time the contract is finalized. Proposers should include a schedule consistent with this requirement and may propose a more aggressive schedule.

6. PROJECT FUNDING

The Project will utilize funding from the New York State Department of State under the Brownfield Opportunity Areas Program. The County has allocated up to \$200,000 for this portion of the Project.

7. PROJECT COORDINATION

The County’s Project Manager (PM) will be Dennis Doyle, Director of Planning or his designee. The PM will approve project deliverables and their distribution. A Project Steering Committee (PSC) will be formed to ensure adequate community input and to review and comment on Project products as they are produced. The committee will be comprised of a range of interests that are representative of the county and may include, but are not limited to: local municipal officials; community-based organizations or not-for-profit organizations; regional planning entities or other regional groups; appropriate state and/or federal agencies; private or business interests; property owners; other non-governmental entities; environmental groups or organizations; other civic groups; area residents; and the public at large.. .

Project Management Meetings: Proposers should include full team meetings with key staff and PSC at roughly three-month intervals, starting with a kick-off meeting. These meetings will be strategically scheduled to coordinate with delivery of work products and public outreach.

8. SCOPE OF SERVICES

The following scope of services has been developed as the minimum necessary to complete the Project successfully. Proposers may include alternatives for consideration by the Selection Committee if they demonstrate that these meet or improve the ability of the Project to meet its objectives and clearly demonstrate that all of the required deliverables herein are included.

I. Task 1: Kick off Meeting & Project Scoping Session

I. This task shall include a kick-off meeting and scoping session to review the project and contract requirements, and to establish coordination protocols, responsibilities for data and transfer of information to the consultant which would assist in completing the project. The following topics shall be include but are not limited to the following:

- Project scope and how the budget will be directed
- Study area boundary.
- Community participation and visioning process.
- Project goal and objectives.

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- Existing relevant information (maps, reports, etc.).
- Access to information on past or current projects related to the NYS Brownfield Cleanup Program, the Environmental Restoration Program, the Volunteer Cleanup Program, Superfund, and petroleum spills, including DEC’s on-line databases, GIS maps, site summary sheets for key projects, etc.
- Responsibilities of the participants (contractor, consultant, DOS and DEC).
- Time frames and deadlines.
- SEQRA requirements.
- Expected products.

A brief meeting summary to clearly indicate the agreements/understandings reached at the meeting will be prepared

Product: Meeting summary prepared, with note of agreements/understandings reached, and distributed to scoping session participants.

II. Task 2: Community Participation

- I. This task includes the all the necessary community participation and outreach for the project. Proposers should describe the techniques or processes by which local participation in the development of the Project will be sought, including a description of the partners or potential partners in terms of municipalities, community-based organizations, regional entities, private interests and other stakeholders that are expected to be involved in the project.
- II. Proposals should offer early and consistent outreach during the project. The number and type of outreach sessions that are included such as visioning workshops, informational meetings, project presentations, public education, web presence, newsletters, and or other techniques should be clearly stated.
- III. At a minimum, the community participation plan will allow for several key points for public input, including, but not limited to:
 - The preparation, update and maintenance of a community contact list that includes the names, addresses, telephone numbers, and e-mail addresses of individuals and organizations with a stake in the proposed action to be used on a regular basis to keep the contacts informed of progress on the plan;
 - The review of, and input on, the completeness and accuracy of the draft report, and a discussion of priority areas for redevelopment, and
 - Outreach in the communities where a BOA cluster is indentified.

Public outreach should serve to inform the public about the project and serve as a means for the public to participate in forming the plan, thus ensuring community understanding and support.

Product: Approved outline and summary description of the community participation

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III. Task 3: Draft Revitalization Opportunities Report

- I. This task provides for a county-wide analysis to further identify priority growth areas based on infrastructure analysis and mapping that leads to an enhanced targeted inventory of vacant, underutilized or suspected brownfields with key data. These data will be utilized to analyze clusters of underutilized areas and combined with infrastructure data to determine appropriate clusters for additional analysis in future steps of the BOA program. The identified clusters will be prioritized based on criteria that shall be developed, that includes but is not limited to, peer review and public input. A minimum of five (5) priority clusters will be provided with additional analysis to set the stage for advancing to the next BOA step.
- II. The development of the Report as described above and a preliminary description and analysis of each of the identified priority clusters will be based on the following components:

IV. Task 4: Report Components:

Task 4.1 Report Component: Description of the Proposed Project, Boundary and Public Participation

This report component consists of the following elements

I. Community Overview and Description:

A brief description of the study area including, but not limited to: geographic location of the county in relation to the region, and built areas in relation to the county; demographic, social, economic, and employment indicators at the county level and, to the extent practicable, for each identified built area; current community features and conditions within built areas; and current and historical economic and land use development trends within built areas. The description shall identify the potential priority clusters and include the relationship of each potential cluster to any existing comprehensive plans and/or economic development reports or strategies.

Map Requirement: The community overview and description shall include a *Community Context Map* that shows the location and relationship of the built areas and potential priority clusters to the county and region.

II. Project Overview and Description:

A brief descriptive overview of the built areas as potential priority clusters in terms of: existing land uses and development patterns; a summary of brownfield sites and other abandoned, vacant, or partially developed sites located in the proposed priority clusters; an overview of each cluster's potential in terms of providing new development, businesses and housing; opportunities to create new employment opportunities, generate revenues, provide new public amenities or recreational opportunities, and improve environmental quality.

Map Requirement: The project overview and description shall include a *Study Area Context Map* that shows the location of the potential priority clusters in relation to the County and their surrounding communities.

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III. Brownfield Opportunity Area Boundary Description and Justification:

A narrative description and justification of the proposed priority clusters shall be provided. The proposed borders should follow recognizable natural or cultural resources such as, but not limited to: highways, local streets, rail lines, municipal jurisdictions or borders, or water bodies. The proposed priority clusters should range from 50-500 acres.

The borders of priority clusters must be justified in terms of:

- Land uses that affect or are affected by identified potential brownfields;
- Natural or cultural resources with a physical, social, visual or economic relationship to identified potential brownfields; and,
- Areas necessary for the achievement of the expressed goals of the BOA.

Map Requirement: The BOA boundary descriptions shall include a *Brownfield Opportunity Area Boundary Map* that clearly shows and identifies the proposed locations and boundaries of each proposed priority cluster.

IV. Community Goals:

A preliminary vision statement and set of goals to be achieved relative to the county and for each identified potential priority cluster, for community redevelopment and revitalization. Goals may be expressed in terms of opportunities for new development projects that are desired by the community and will fulfill community development needs, as appropriate, such as: providing new housing opportunities; improving economic conditions; addressing environmental justice issues; providing new recreational opportunities; improving quality of life and environmental quality; or other goals and relevant to the redevelopment of brownfields and the surrounding area.

Such goals shall, where practicable, reflect the principles of smart growth and sustainable community development, including, but not limited to:

- Mixing land uses;
- Taking advantage of compact building design;
- Creating a range of housing opportunities and choices;
- Creating walkable neighborhoods;
- Fostering distinctive, attractive communities with a strong sense of place;
- Preserving open space, natural resources, and critical environmental areas;
- Strengthening and directing development towards existing communities;
- Providing a variety of transportation choices;
- Making development decisions predictable, fair and cost effective; and,
- Encouraging community and stakeholder collaboration in development decisions.

A description shall also be provided that explains the relationship of the proposed project goals to any existing community revitalization strategies, and or comprehensive plans.

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V. Community Participation Techniques and/or Process:

The techniques or processes by which local participation in the development of the identification of potential priority clusters and the preliminary vision statement and goals for each has been achieved as outlined in Component 3, including the partners or potential partners in terms of municipalities, community based organizations, regional entities, private interests and other stakeholders that are involved or expected to be involved in the project.

Product: Technical Memo #1 that includes a complete description of the project and BOA boundary, including all of the Task 4.1 elements above, and all required maps.

Task 4.2: Report Component: Preliminary Analysis of the BOA

This report component consists of the following:

A. Existing Land Use and Zoning

A descriptive overview of existing land use and zoning in the potential priority clusters including but not limited to:

- Location of cluster as it relates to the community;
- Total land area in acres and area of each sector or sub-area in acres located in the potential cluster;
- Existing and adjacent land and water uses, including but not limited to, residential, retail, commercial, mixed-use, industrial/manufacturing, vacant or underutilized land, private and publicly owned land, dedicated parkland and open space, institutional uses and cultural uses;
- Land area committed to each land use category;
- Brownfield, underutilized, abandoned, or vacant properties that are privately or publicly owned;
- Existing zoning and other relevant local laws or development controls guiding land use, including historic districts; and,
- Local, county, state or federal economic development designations such as but not limited to Urban Renewal Areas, NYS Empire Zones, Environmental Zones, Federal Enterprise Business Zones, Business Improvement Districts, Industrial Parks, Special Assessment Districts, etc.

Map Requirement - The description of existing land use and zoning shall include an *Existing Land Use Map* that shows the pattern of existing land use, and an *Existing Zoning Map* that shows the location and type of zoning districts.

B. Brownfield, Abandoned, and Vacant Sites

A summary of key brownfield, abandoned, or vacant sites, including, as appropriate, the site name and location, owner, site address, size and condition, potential contamination issues, current use and status, use potential and potential redevelopment opportunities.

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For each relevant brownfield and abandoned or vacant site, complete descriptive profiles shall be provided, as an appendix, and shall include, but not be limited to:

- Site name and location, including owner, site address, size in acres, and map location;
- Current use/status;
- environmental and land use history, including environmental reports, previous owners and previous operators;
- Known or suspected contaminants, and the media which are known or suspected to have been affected (soil, groundwater, surface water, sediment, soil gas);
- Use potential (residential, commercial, industrial, recreational) and potential redevelopment opportunities.

Such descriptive profiles shall be based on:

- Interviews with people that are familiar with the land use history of the site;
- Field observations from locations adjacent to or near the site, or, if permission is granted, from being present on the site; aerial or regular site photographs; and
- Existing or historical records and reports; existing remedial investigations, studies and reports; and any other known data about the environmental conditions of the properties in the potential cluster.

A description of the information sources used to create the site profiles shall be included within this section of the report.

A “brownfield” or “brownfield site” is defined in New York State law as any real property, the redevelopment or reuse of which may be complicated by the presence or potential presence of a contaminant.

Map Requirement - The description shall include an *Underutilized Sites Location Map* that clearly shows the location, borders, and size of brownfields sites and other underutilized, vacant or abandoned properties that are privately or publically owned, with an identifying reference to the attached profiles.

C. Transportation and Infrastructure

A description of the types of transportation systems (vehicular, rail, subways, air, navigable waterways, esplanades) in the potential clusters, the area's infrastructure (water, sewer, storm water, etc.) and utilities including location, capacity, and general condition.

Map Requirement - The description of transportation and infrastructure shall include a *Transportation and Infrastructure Map* that shows transportation systems and infrastructure.

D. Land Ownership

The private and public land ownership pattern including: land and acres held in public ownership (municipality, county, state, and federal); land held in private ownership; brownfields held in private or public ownership; and land committed to roads and rights-of-way.

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Map Requirement - The description of land ownership pattern shall include a *Land Ownership Patterns Map* that shows the pattern of public and private land ownership.

E. Natural Resources

Natural resources and conditions including but not limited to: current groundwater use and conditions; surface waters and tributaries; wetlands; flood plains; erosion hazard areas; fish and wildlife habitats; visual quality; agricultural lands; air quality maintenance areas; and any locally, state, or federally designated resources and open space areas.

Map Requirement - The description of natural resources and conditions shall include a *Natural Resources Map* that shows existing natural resources and environmental features.

F. Summary of Preliminary Analysis and Recommendations

A summary of the preliminary analysis and recommendations shall be provided. The summary shall at a minimum include a preliminary identification of built areas as potential priority clusters and an analysis of development opportunities and community revitalization needs within the proposed priority clusters will be provided in summary form. Emphasis should be placed on the identification, description, and recommendations for preliminary reuse opportunities for identified sites, and other actions to revitalize the identified priority clusters.

The analysis shall include a description of potential end land uses and development projects such as residential, commercial, mixed use, industrial, cultural, or recreational, and the anticipated future use of groundwater if any. The analysis shall also include a description of the relationship of such potential end land uses and development projects to existing comprehensive plans and/or economic development reports or strategies. The analysis and recommendations shall also identify and describe any other public and private measures needed to stimulate investment, promote revitalization and enhance community health and environmental conditions in the proposed priority clusters.

Recommendations in the summary should provide a prioritization of identified clusters appropriate for further BOA analysis, including an identification of specific activities to be conducted for each priority cluster, to serve as the basis for the next program step.

Map Requirement - The preliminary analysis and recommendations shall include an *Actions for Revitalization Map* that shows and illustrates the location of key projects to be undertaken to revitalize each priority cluster.

Product: Technical Memo # 2 Preliminary analysis of the BOA including all of the Task 4.2 elements above and all required maps.

Task 5: Completion and Approval of the Revitalization Opportunities Report

Task 5.1: Draft Revitalization Opportunities report

A draft Revitalization Opportunities Report shall be prepared that includes all of the maps, information and analysis developed as part of tasks 2 and 3 and which reflects or addresses the ideas and views expressed

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during the community participation process. The Report shall include, if necessary, a revised vision statement, goals and objectives, and provide a preliminary set of development and community revitalization opportunities to address the identified goals and objectives.

The Draft Report shall be submitted to the New York State Department of State for review and comment.

Product: Draft Revitalization Opportunities report. Up to ten (10) copies of the draft report, including three (3) electronic copies shall be submitted for review and comment. No additional copies of the draft report shall be printed or distributed without the approval of the County’s PM and the New York State Department of State (DOS)

Task 5.2: Final Revitalization Opportunities report

A final report reflecting the comments received from the County’s PM and DOS shall be prepared. Six (6) copies of the approved, final document, including three (3) paper copies and three (3) electronic copies are required. The final document shall be submitted to the DOS.

Product: Final Revitalization Opportunities Report

Task 5.3: Application for Project Advancement

Upon completion of the Final Revitalization Opportunities Report the final task will be to assist those levels of local government or eligible local non-profit organizations with identified BOA’s all tasks in the completion of a BOA application to proceed to the programs next step.

Product: Completed Application(s) to continue in the BOA Program.

The County reserves the right to remove any part of the Scope of Services.

9. STATE PARTICIPATION

The Report will be funded in part through the New York State Department of State (DOS). State contracting requirements govern this RFP (See Attachment A-1 of Sample Contract).

For purposes of this RFP, DOS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).

The County of Ulster's Department of Planning treats bidder/offerors' compliance with good faith effort requirements as a matter of responsiveness and responsibility. The Responder agrees to make good faith efforts to meet the MBE and WBE participation goal in response to the RFP.

The MBE and WBE Participation Information Form contained in this RFP is a required submittal.

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10. GENERAL SPECIFICATIONS FOR SUBMISSION:

A. Return Confirmation Form

Receipt Confirmation Form which follows the cover page of this RFP should be completed and faxed to the County Purchasing Department at (845) 340-3434 by firms planning on submitting a proposal. Failure to file this form with the Department may result in no further communications regarding this RFP. In order to better evaluate the County's procedures, those deciding not to respond to the RFP are asked to return the sheet with a short explanation of the reason(s) they will not be submitting.

B. Submission Format and Return Date

One unbound printed original including one (1) original Fee Proposal, seven (7) bound printed copies, seven (7) copies of the Fee Proposal, and one digital copy (on CD or thumb drive) of the entire proposal and required documents must be submitted in an opaque envelope clearly marked on the outside with the name and number of the RFP and the name and address of the responder. All copies and the original document must be clearly identified as such. The original document is defined as the copy containing the original ink signed signature pages.

Proposals must be received by mail or hand delivered on or before **January 29, 2016 at 4:00 p.m.** at the following address:

**Marc Rider, Director of Purchasing
Ulster County Purchasing
244 Fair Street, 3rd Floor
PO Box 1800
Kingston, NY 12402**

ALL PROPOSALS MUST BE CLEARLY MARKED ON THE PACKAGING WITH:

VENDOR NAME & RFP16-007

C. Submission Conditions

The proposal submitted by the individual Responder(s) is the document upon which the County will make its initial judgment regarding the Responder's qualifications, understanding of the County's scope and objectives, methodology, and ability to perform services under the contract. Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by the County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews. Submission of a proposal indicates acceptance of the conditions contained in this RFP, unless clearly and specifically noted otherwise in the proposal. Proposals will remain valid until the execution of a contract by the County, unless otherwise rejected consistent with this RFP.

Oral, faxed, or telephoned submittals, or modification thereof, will not be accepted. The County reserves the right to waive any and all informalities and to disregard all nonconforming, non-responsive or conditional Proposals. The County reserves the right to reject any or all proposals. The County, at any time by written notification to all Responders, change any portion of the RFP described and detailed herein.

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D. Additional Guidelines

The Responder’s proposal must include all data and information requested by the RFP and must be submitted in accordance with these instructions. The proposal shall be compliant with the requirements as stated in the General Specifications specified in this RFP. Nonconformance with the instructions provided in the RFP may result in an unfavorable proposal evaluation.

The proposal shall be clear, concise and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the RFP requirements, but rather shall provide convincing rationale to address how the responder intends to meet these requirements. Responders shall assume that the County (1) has no prior knowledge of their facilities and experience, and (2) will base its evaluation on the information presented in the Responder’s proposal.

Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired. Similarly, for oral presentations, elaborate productions are unnecessary and not desired. All submitted proposals become the property of the County. The Purchasing Department will retain one copy of all unsuccessful proposals and will destroy extra copies of such unsuccessful proposals.

E. Questions and Clarifications

No oral interpretations as to the meaning of the RFP or revisions to the RFP will be made for any responder. Requests for clarification or interpretation shall be made in writing and directed to:

**Marc Rider, Director of Purchasing,
Ulster County Purchasing
244 Fair Street, 3rd Floor
PO Box 1800
Kingston, NY 12402
By email: [mrid@ co.ulster.ny.us](mailto:mrid@co.ulster.ny.us)
or by fax: (845) 340-3434**

Requests must be received at least ten (10) calendar days before the date established for submitting proposals. Inquiries will not be considered after that date. Transmittal of questions via email or facsimile is acceptable.

Any interpretation deemed necessary by the County will be in the form of an addendum to the RFP and, when issued, will be delivered as promptly as is practicable to all Responders. All addenda shall become part of the RFP. Responders shall not rely upon any oral statements or conversations they may have with County employees or third parties regarding the RFP at any pre-proposal conference or otherwise.

11. QUALIFICATION OF RESPONDENT

Each Responder shall provide a statement of qualifications as required by the specifications outlined below. The County may make such investigations it deems necessary to determine the Responder’s ability to perform the services. The Responder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any proposal if information submitted by, or investigation of, such Responder fails to satisfy the County such Responder is

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qualified to carry out the obligations set forth in this RFP and/or the resulting contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

12. METHOD OF AWARD:

It is the intention of the County that the award of this project shall be made to the responder whose total proposal, in the opinion of the County, best meets the established criteria listed herein. All aspects of evaluation will be taken into consideration in awarding the project. It is understood by the parties that the contract resulting from this RFP shall be executed only to the extent of the monies available to the County. A notice of award shall not be binding upon the County until the contract has been fully executed by both parties.

13. CONTRACT PERIOD

The term of the contract will be for a period of Fourteen (14) Months commencing upon execution of a contract.

The successful responder shall execute a contract with the County of Ulster in substantial conformance with this RFP and the attached sample County of Ulster AGREEMENT FOR PROFESSIONAL SERVICES, (ATTACHMENT A).

14. EVALUATION CRITERIA:

Only those proposals that contain complete information and required certifications will be considered. All proposals will be evaluated and examined by a committee of Ulster County representatives using multiple criteria. The project may be awarded to a qualified responder that, based on the committee's evaluation, submits the proposal that best meets the County's needs. The submitted proposals will be evaluated based on the following criteria:

OVERALL PLAN TO PROVIDE REQUIRED SERVICES (40 POINTS)

- Completeness of responder's proposed plan to provide services requested
- Demonstrated capability of the responder to satisfactorily meet not only the requirements outlined in this document but all necessary phases of the program
- Applicability of any proposed alternatives or enhancements to the scope of services requested
- Plan to accomplish all required tasks within the allotted time and budget

QUALIFICATIONS AND EXPERIENCE (40 POINTS)

- Responder Firm's experience with BOA studies or other similar studies such as community revitalization work or studies involving environmentally challenging properties. Studies should involve working with local or county governments and be of similar size and scope.
- Personnel qualifications and experience with BOA studies for staff proposed for Report
- The Firm's experience with working with multiple stakeholder groups and public outreach methodologies
- Responder's business history and viability
- References, including for all subcontractors and sub-consultants proposed

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FEE/PRICING PROPOSAL (10 POINTS)

- Cost effectiveness of the proposal
- Reasonableness of fees and budget
- Breakdown of fees by task
- Reasonableness of any optional fees

UNDERSTANDING OF COUNTY’S GOALS AND OBJECTIVES (10 POINTS)

- Responder understands and proposal addresses the needs of the County and offers a program that will meet or exceed the County’s objectives
- Responder demonstrates ability to deliver Study within specified timeframe

15. INTERVIEWS:

If the County determines necessary, interviews may be scheduled with selected Responders as soon as possible after the initial proposal evaluation. This will permit further evaluation and to allow the County to inquire further into the experience the responder has had on similar projects, willingness and ability to work closely with County staff and others, thorough understanding of the various aspects of the requirements, and ability to maintain a schedule and complete the services on time and other such matters deemed pertinent. The County may base its award solely on the results of the interview. The consultant selected is subject to approval by the DOS.

16. RESPONSE CONTENT AND FORMAT:

In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of the proposal because adherence to this format is critical for the County’s evaluation process:

SECTION I: TITLE AND TABLE OF CONTENTS

Title Page: Showing RFP number, closing date and time, Responder’s name, address, telephone and fax number. Responder must also clearly identify the name(s) of the contact person responsible for inquiries regarding the RFP submission and the person responsible to bind the firm contractually. Along with the names of these individuals, Responder must provide their phone and fax numbers and email address for each.

Table of Contents- Table of Contents must indicate the material included in the proposal by section and page number.

SECTION II: PROPOSED PLAN

In a narrative format, describe in detail how the Study and related research and outreach will be structured. Explain how each of the requirements of the Scope of Work and other tasks will be accomplished with a detailed project schedule. Include any other additional services, enhancements, and/or options that will be provided to the County.

Explain what steps will be necessary to implement services. Describe what information will be provided to the County and attach samples of surveys or other materials to be used. Describe the plan to work

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with the County. Provide proposed criteria on which prioritization of projects might be based. Include any additional services or information which is viewed as beneficial to the County’s objectives and Study.

SECTION III: QUALIFICATIONS AND EXPERIENCE

Responder will provide the history of the firm and describe the following: professional qualifications and licenses; prior experience in conducting and implementing similar studies and projects; demonstrated capabilities in working with municipal governments and private service providers; history of regulatory compliance, fiscal solvency and budget performance; understanding of the BOA Program; demonstrated accuracy and timeliness of project completion; and management structure and ability to support projects of this scope.

Provide examples of how similar studies completed by the firm resulted in applications for the next Step in the BOA Program, supported grant awards, and/or facilitated revitalization of the BOA areas identified.

Identify all personnel, including subcontractors and subconsultants assigned to the project and attach CVs or resumes. Provide a minimum of three (3) references for similar studies or projects completed. Include contact names, telephone numbers, dates of contract, dollar values of contracts and brief descriptions of the studies or projects. Specific emphasis should be placed on similar work performed in the previous five years by staff or consultants identified for this Study.

SECTION IV: FEE/COST PROPOSAL

Cost Proposal – One (1) copy of the Responder’s fee shall be submitted in a separate envelope marked “COST PROPOSAL” with the RFP name and number and shall be included with the original proposal submitted (do not include this information with any of the copies). The not-to-exceed cost proposal quoted will include all items of labor, materials, travel, equipment and other costs necessary to fully provide the services requested. The Responder’s name must appear on all cost proposal sheets. In addition, a line by line budget must be included to support and justify the proposed cost proposals for each of the items identified in the Scope of Work.

SECTION V: RETURN DOCUMENTS

Complete and sign all Return Sheets as indicated at the end of this RFP document.

17. ALTERNATIVES:

Responders may include alternatives for consideration by the County. Responders should demonstrate that these alternatives meet or improve the ability of the Study to meet its objectives. Proposals may include revisions to the task list and approach if they clearly demonstrate how the approach meets the criteria. Responders shall clearly identify and explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued and clearly identify the proposed fees or costs for specific alternatives.

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18. COMPLIANCE WITH LAWS, LICENSES AND PERMITS:

The contract and any of the services or supplies provided hereunder are contingent and expressly conditioned upon the ability of the firm to provide the specified services or supplies consistent with all federal, state and local law and regulations. The firm agrees to fully comply with federal, State and County policies, procedures, standards and laws, and rules and regulations. The firm and any subcontractors shall secure and maintain any necessary licenses and permits as may be required to provide the services or supplies for the Project and pay all related charges. If, for any reason, the firm's required licenses or permits are terminated, suspended, revoked or in any manner modified from their status at the time the contract becomes effective, the firm shall notify the County immediately of such condition in writing.

19. PERSONAL IDENTIFICATION:

All personnel must carry on their person photo identification (e.g. employee identification badge, valid driver's license, etc.) while on County property and must promptly show such identification when requested to do so by any County employee. Representatives of the County reserve the right to reject and bar from the facility, for good and sufficient reason, in the sole discretion of the County, any employee hired by the Firm.

20. DISQUALIFICATION:

The County reserves the right to refuse to issue an award to a Responder that fails to comply with any pre-qualification regulations of the County, if any such regulations or requirements are cited, or otherwise included in the Request for Proposal. Proposals received from responder who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A proposal may be rejected if the responder cannot show that it has the necessary ability, resources and qualified employees to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A proposal may be rejected if the responder is already obligated for the performance of other work that would delay the commencement, performance or completion of the work described in this RFP.

21. INSURANCE:

The successful Responder shall, at their own expense, maintain in effect at all times during the performance of the work under this contract, if any, resulting from this RFP, at least the insurance coverage specified in Schedule C "Insurance Requirements" that is part of the sample Contract Agreement for Professional Services which is included in this RFP. The successful responder shall file with the County Purchasing Department, within ten (10) days of notice of award, evidence of insurance certifying the required coverage.

22. FREEDOM OF INFORMATION:

The Responder agrees to comply with the Freedom of Information Law (FOIL) and such rules and regulations as the County and the State may from time to time make, including, but not limited to, such rules as may be devised governing access to public documents pursuant to Article 6 of the Public Officers Law, popularly known as the Freedom of Information Law. Proposals submitted in response to this RFP shall be considered public documents and, with limited exceptions, all proposals, including proposals that are recommended for award, will be available for inspection and copying by the public.

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If a Responder considers any portion of its proposal to be protected under the law, the Responder shall clearly and distinctly identify each such portion with words such as "CONFIDENTIAL," or "PROPRIETARY". If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Responder of the request and allow the Responder five days to take whatever action it deems necessary to protect its interests. If the Responder fails or neglects to take such action within said period, the County will release portions of the proposal deemed subject to disclosure. By submitting a proposal, the Responder assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

23. AFFIDAVIT OF NON-COLLUSION

The completion and submission of the Affidavit of Non-Collusion, which is included with this RFP and is required with the submittal, certifies that the proposed costs and fees in the submitted proposal 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 responder with or any competitor.

24. SUSPENSION AND DEBARMENT:

By submitting a proposal in response to this RFP, the Responder warrants that neither it nor any of its officers, employees, subcontractors, or agents is excluded or in any other manner barred from doing business with any federal, State, or local agency, municipality, or department. Any misrepresentation or false statement related to a Responder's status in this regard will result in rejection of such Responder's submission.

In addition, if the successful responder or any of its officers, employees, subcontractors, or agents become excluded or barred in any manner from doing business with any federal state, or local agency, municipality, or department, during the period in which goods and/or services are provided pursuant to this RFP, the successful responder agrees to immediately notify the County Attorney of such status. Any misrepresentation or false statement related to the successful responder's status in this regard, or any failure by the successful responder to immediately notify the County Attorney of any change in such status, shall result in immediate termination of County's business relationship with the successful responder in addition to such other remedies as may be provided by law, in equity, pursuant to the terms and conditions of this RFP document, or the conditions of the contract, if any, resulting from this RFP.

25. IMPLIED REQUIREMENTS:

Products and services which are not specifically requested in this RFP, but which are necessary to provide a complete Study as described herein, shall be included in the submitted proposal.

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26. SCHEDULE FOR REQUEST FOR PROPOSALS:

Listed below are specific and estimated dates and times of actions related to this request for proposal (RFP). In the event it is necessary to change the return date for the RFP a supplemental addendum to this RFP shall be issued by the County.

JANUARY 19, 2016	Last day to submit written inquiries
JANUARY 29 , 2016	Due Date for Proposals
WEEK OF FEBRUARY 8, 2016	Selection Committee evaluates Proposals
WEEK OF FEBRUARY 15, 2016	Oral Interviews By Invited Companies
WEEK OF FEBRUARY 29, 2016	Notice of Intent to Award
UPON EXECUTION OF CONTRACT	Contract Start Date

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ATTACHMENT A

This sample agreement may be modified as required by Ulster County or NYSDOS.

(Rev. 9.9.13)

County Contract No.: _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between the **COUNTY OF ULSTER**, a municipal corporation and a county of the State of New York, with principal offices at 244 Fair Street, Kingston, New York 12401 (the “**County**”), and **[ENTER FIRM NAME HERE]**, a **[to be completed by contract management]** with principal offices at **[Enter Firm’s Business Address]** (the “**Firm**”), (each, a “**Party**,” together, the “**Parties**”).

RECITALS

WHEREAS, the County’s **[Enter County’s Dept. Name]** desires to enter into an agreement for **[state basic description of services to be performed]**; and

WHEREAS, the Firm **[state brief description of how the firm is qualified to provide service and was selected]**; and

WHEREAS, the County has agreed to engage the Firm, and the Firm has agreed to contract with the County, to **[state brief description of services to be provided]** in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the promises and covenants set forth below, the County and the Firm hereby agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Firm agrees to perform the services identified in “Schedule A,” the “Scope of Services” (hereinafter, the “Services”), which is attached hereto and is hereby made a part of this Agreement. The Firm agrees to perform the Services in accordance with the terms and conditions of this Agreement. It is specifically agreed to by the Firm that the County will not compensate the Firm for any services not included in Schedule A without prior authorization, evidenced only by a written Change Order, Amendment or Addendum to this Agreement, which is executed by the Ulster County Executive (the “Executive”) or the Ulster County Director of Purchasing (the “Purchasing Director”), after consultation with the head of the County Department responsible for the oversight of this Agreement (the “Department Head”), and upon review by the County Attorney’s Office.

ARTICLE 2 - TERM OF AGREEMENT

The Firm agrees to perform the Services **beginning [Enter Start Date], 20__**, and **ending [Enter Completion Date], 20__**.

If, owing to the actions or neglect of the County, the Firm is prevented from completing the Services within the Term of this Agreement, then the Firm’s sole and exclusive remedy shall be to request that a Change Order, Amendment or an Addendum to this Agreement be issued by the Executive or the Purchasing Director, permitting an extension of time to perform the Services equal to the time lost due to such delay. Such request shall be based upon written notice only, delivered to the Department Head promptly, but in no event later than thirty (30) days after the initial occurrence of the event giving rise to such claim, and stating the specific nature of the claim. An extension of time to perform the Services may only be granted by a written Change Order, Amendment or Addendum to this Agreement, signed by the Executive or the Purchasing Director. In no event shall the County be liable to the Firm, its subcontractors, agents, assignees, or any other person or entity, for damages arising out of or resulting from any such delays.

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ARTICLE 3 - COMPENSATION

For satisfactory performance of the Services, or as such Services may be modified mutually by a written Change Order, Amendment, or Addendum to this Agreement, the County agrees to compensate the Firm in accordance with “Schedule B, FEES, EXPENSES AND SUBMISSIONS FOR PAYMENT” which is attached hereto and is hereby made a part of this Agreement. As directed in Schedule B, the Firm shall submit to the County invoices for the Services rendered. Each invoice shall be prepared in such form and supported by such documentation as the County may reasonably require. The County will pay the proper amounts due to the Firm within sixty (60) days of receipt of the Firm’s invoice with supporting documentation, and upon approval by the Department Head and the County Comptroller. The County will notify the Firm in writing of its reasons, if any, for objecting to all or any portion of the Firm’s invoice and/or supporting documentation.

A [**CHOOSE ONE- fixed fee OR not-to-exceed**] amount of [**WRITE OUT DOLLAR AMOUNT IN CAPS HERE**] AND /100 (\$.) **DOLLARS** has been established for the Services to be rendered by the Firm. Costs in excess of the above-noted amount may not be incurred without the prior written authorization of the Executive or the Purchasing Director, after consultation with the Department Head, and evidenced only by a written Change Order, Amendment or Addendum to this Agreement. It is specifically agreed to by the Firm that the County shall not be responsible for any additional costs, or costs in excess of the above-noted cost, if authorization by the Executive or the Purchasing Director is not given in writing prior to the performance of the services giving rise to such excess or additional costs.

In the event that the Firm receives, from any source whatsoever, payments in consideration for the same Services provided to the County under this Agreement, the monetary obligation of the County hereunder shall be reduced by an equivalent amount, provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.

If this is an Agreement for which the Firm will, in whole or in part, be compensated with New York State funds, the Firm agrees to comply with Executive Order Number 38, which sets limits on state-funded administrative costs and executive compensation contracts. Executive Order Number 38 can be found at the following website address: <https://www.governor.ny.gov/executiveorder/38>.

ARTICLE 4 - EXECUTORY CLAUSE

The County shall have no liability under this Agreement to the Firm or to anyone else beyond funds appropriated and available for this Agreement. The County may terminate this Agreement at the end of any fiscal year if funds are not appropriated and available for this Agreement for the following fiscal year.

The Firm understands and agrees that the dollar amounts identified in this Agreement are based upon funding allocations from the State of New York (the “State”) and/or the Federal government, which are the basis for any payments made by the County hereunder. In the event that the anticipated amount of funding changes, or is reduced or denied, in part or in full, the County, where appropriate, will not be liable to the Firm for the difference. If the full State and/or Federal aid in reimbursement to the County for any payment made under this Agreement, by the County to the Firm, is not approved for any reason whatsoever, then the County may (i) deduct and withhold from any future payment(s) an amount equal to the reimbursement denied, or (ii) otherwise recover from the Firm the amount denied. It is understood that based upon changes in State aid and/or the Federal funding process, the actual amounts in this Agreement may change throughout the Term. The amounts in this Agreement will be amended to reflect the actual approved aid amounts upon notification to the County by the State and/or Federal government, as necessary.

ARTICLE 5 – PROCUREMENT OF AGREEMENT

The Firm represents and warrants that no person or selling agent has been employed or retained by the Firm to solicit or secure this Agreement upon a separate agreement, or upon an understanding for a commission, percentage, brokerage fee, contingent fee, or any other compensation. The Firm further represents and warrants that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the Parties. The Firm makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without

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liability, entitling the County to recover all monies paid hereunder, and the Firm shall neither make claim for, nor be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded to the County for such breach or violation, nor shall it constitute a waiver of the County’s right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

ARTICLE 6 - CONFLICT OF INTEREST

The Firm represents and warrants that neither it, nor any of its directors, officers, members, partners or employees, have any interest, nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the Services to be provided pursuant to this Agreement. The Firm further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it, and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement, or in the proceeds thereof, unless such person (i) is required by the Ulster County Ethics Law, as amended from time to time, to submit a disclosure form to the County’s Board of Ethics, and amends such disclosure form to include their interest in this Agreement, or (ii) if not required to complete and submit such a disclosure form, either voluntarily completes and submits said disclosure form, disclosing their interest in this Agreement, or seeks a formal opinion from the County’s Board of Ethics, as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder, and the Firm shall not make claim for, nor be entitled to recover any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded to the County for such breach or violation, nor shall it constitute a waiver of the County’s right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

ARTICLE 7 – REPRESENTATIONS BY THE FIRM

The Firm represents that it is fully licensed (to the extent required by law), experienced and properly qualified to perform the Services to be provided under this Agreement, and that it is properly permitted, equipped, organized and financed to perform such Services.

The Firm understands that it may become necessary for the County to submit to governmental agencies and/or authorities, or to a court of law, part or all of the data, analyses and/or conclusions developed as a result of its performance of these Services. The Firm is aware that there are significant penalties for submitting false information to governmental agencies, including the possibility of fines and imprisonment. The Firm shall be responsible for such penalties resulting from false information submitted to the County by the Firm.

By signing this Agreement, the Firm is attesting to the fact that neither it nor any of its employees, agents, representatives, officers, subcontractors, or any other entity or individual providing Services pursuant to this Agreement has been sanctioned, excluded, or in any other manner barred from doing business with any Federal, State, or local agency, municipality, or department. If Firm or any of its officers, employees, subcontractors, or agents become excluded or barred in any manner from doing business with any Federal, State, or local agency, municipality, or department during the Term of this Agreement, the Firm agrees to provide immediate and detailed notice to the County Attorney regarding such status. Any misrepresentation or false statement related to Firm’s status in this regard, or any failure by Firm to immediately notify the County Attorney of any change in such status, shall result in immediate termination of this Agreement, in addition to such other remedies as may be provided by law, in equity, or pursuant to this Agreement.

ARTICLE 8 – CORPORATE COMPLIANCE

The Firm agrees to comply with all Federal, State, and local laws, rules, and regulations governing the provision of goods and/or Services under this Agreement. In particular, the Firm agrees to comply with the laws, rules and regulations of Ulster County, as well as with its Compliance Plan (the “Plan”). The Plan can be viewed at www.co.ulster.ny.us/downloads/UlsterCountyCompliancePlan.pdf. Alternatively, a hard copy of the Plan will be provided upon Firm’s request. The Plan relates to the County’s compliance with relevant Federal and State fraud and abuse laws. The Firm represents and warrants that it has read and understands the Plan and agrees to abide by its terms when delivering Services under this

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Agreement. The Firm shall ensure that each individual who provides such Services under this Agreement is provided with a copy of the Plan or given access to the Plan. The County strongly encourages all healthcare providers contracting with the County to implement their own compliance programs that address each of the elements of compliance recommended by the Office of the Inspector General, as well as the elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

The County will conduct appropriate screening of providers, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned and/or excluded by any Federal or State law enforcement, regulatory, or licensing authority. The County will also verify that entities and businesses that provide and/or perform Services for the County have not been the subject of adverse governmental actions and/or excluded from the Federal healthcare programs.

The Firm understands that the County has established and implemented a Corporate Compliance Program and has developed “Standards of Conduct for Ulster County Vendors and Contractors” (the “Standards”). The Standards can be accessed electronically at any time by going to www.co.ulster.ny.us/downloads/compliance.pdf. The Firm represents that it has read, understands and agrees to comply with the Standards with respect to its performance pursuant to this Agreement. The hotline for reporting violations of the Standards is 1-877-569-8777.

ARTICLE 9 - FAIR PRACTICES

The Firm, and each person signing on behalf of the Firm, represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices in this Agreement have been arrived at independently by the Firm without collusion, consultation, communication, or agreement with any other bidder, proposer, or with any competitor, as to any matter relating to such prices, which has the effect of, or has as its purpose, restricting competition; and
- B. Unless otherwise required by law, the prices that have been quoted in this Agreement, and on the proposal or quote submitted by the Firm, have not been knowingly disclosed by the Firm prior to the communication of such quote to the County, or prior to the proposal opening, directly or indirectly, to any other bidder, proposer, or to any competitor; and
- C. No attempt has been made or shall be made by the Firm to induce any other person, partnership, corporation, or other entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that the Firm (i) published price lists, rates, or tariffs covering the services and/or items being procured, (ii) informed prospective customers of proposed or pending publication of new or revised price lists for such Services and/or items, or (iii) provided the same Services and/or items to other customers at the same prices being bid or quoted, does not constitute, without more, a disclosure within the meaning of this Article 9.

ARTICLE 10 - INDEPENDENT CONTRACTOR

In performing the Services and incurring expenses under this Agreement, the Firm shall operate as and have the status of an independent contractor, and shall not act as or be an agent of the County. As an independent contractor, the Firm shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for the Firm’s personnel engaged in the performance of the same.

In accordance with such status as independent contractor, the Firm covenants and agrees that neither it, nor its employees or agents, shall hold themselves out as, nor claim to be, officers or employees of the County, or of any department, agency or unit thereof, by reason hereof, and that the Firm’s employees or agents shall not, by reason hereof, make 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, health insurance coverage, Unemployment Insurance benefits, Social Security benefits, or employee retirement membership or credit.

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ARTICLE 11 - ASSIGNMENT

The Firm shall not assign any of its rights, interests, or obligations under this Agreement, or assign any of the Services to be performed by it under this Agreement, without the prior express written consent of the Executive or the Purchasing Director, upon review by the Ulster County Attorney’s Office. Any such assignment, transfer, conveyance, or other disposition without such prior consent shall be void, and any Services provided thereunder will not be compensated. Any assignment properly consented to by the Executive or the Purchasing Director shall be subject to all of the terms and conditions of this Agreement.

Failure of the Firm to obtain any required consent to any assignment, shall be grounds for termination for cause at the option of the County, and if this Agreement be so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to the Firm, its assignees, or transferees; and all monies that may become due under this Agreement shall be forfeited to the County, except so much thereof as may be necessary to pay the Firm’s employees for past Services.

The provisions of this clause shall not hinder, prevent, or affect any assignment by the Firm for the benefit of its creditors made pursuant to the laws of the State of New York, except where the Federal Supremacy Clause requires otherwise.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

ARTICLE 12 – SUBCONTRACTING

The Firm agrees to include the following provisions in any and all subcontract agreements for Services to be performed pursuant to this Agreement:

- A. That the work performed by the subcontractor must be in accordance with the terms and conditions of this Agreement between the County and the Firm, including but not limited to the insurance requirements set forth in Schedule C; and
- B. That nothing contained in the subcontractor agreement shall impair the rights of the County; and
- C. That nothing contained in the subcontractor agreement, or under this Agreement between the County and the Firm, shall create any contractual relation in law or equity, between the subcontractor and the County; and
- D. That the subcontractor specifically agrees to be bound by the Confidentiality provision as set forth in Article 14 of this Agreement between the County and the Firm.

Upon signing this Agreement, the Firm shall provide the Department Head with the names and scopes of work of any and all subcontractors to be used in the performance of the Firm’s obligations pursuant to this Agreement. Furthermore, upon request by the County, the Firm shall provide copies of any and all subcontract agreements for Services to be performed pursuant to this Agreement.

The Firm agrees that it is fully responsible to the County for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, to the same extent as it is for the acts and omissions of persons employed by the Firm. The Firm shall not in any way be relieved of any responsibility under this Agreement by any subcontract.

ARTICLE 13 - PERFORMANCE

The Firm shall perform the Services using its own equipment and facilities wherever and whenever possible. In performing the Services, the Firm shall assign qualified personnel and perform such Services in accordance with the professional standards and with the skill, diligence and quality control/quality assurance measures expected of a reputable company performing Services of a similar nature. The Firm is hereby given notice that the County shall be relying upon the accuracy, competence, and completeness of the Firm’s performance in using the results achieved by the Firm’s performance of these Services. The Firm shall at all times comply with all applicable Federal, New York State and local laws, ordinances, statutes, rules and regulations.

Health Insurance Portability & Accountability Act of 1996 (“HIPAA”). Under certain circumstances, Federal law and regulations governing the privacy of certain health information requires a “Business Associate Agreement” (a “BAA”) between the County and

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the Firm [45 C.F.R. Section 164.504(e)]. If HIPAA is applicable to this Agreement, the County and the Firm agree to enter into a separate BAA that complies with HIPAA, as that law may be amended from time to time. Unless the Firm has previously executed a compliant BAA that is in effect and on file with the County, the BAA referenced in this provision must be executed simultaneously with this Agreement.

ARTICLE 14 - CONFIDENTIALITY

For purposes of this Article:

- A. The term “Confidential Information” as used herein, means all material and information, whether written or oral, received by the Firm from or through the County or any other person connected with the County, or developed, produced, or obtained by the Firm in connection with its performance of Services under this Agreement. Confidential Information shall include, but not be limited to: samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations, and/or comments relating thereto.
- B. The term “Firm” as used herein includes all officers, directors, employees, agents, subcontractors, assignees or representatives of the Firm.

The Firm shall keep all Confidential Information in a secure location within the Firm’s offices. The County shall have the right, but not the obligation, to enter the Firm’s offices in order to inspect the arrangements of the Firm for keeping Confidential Information secure. The County’s inspection, or its failure to inspect, shall not relieve the Firm of its responsibilities pursuant to this Article 14.

The Firm shall hold Confidential Information in trust and confidence, and shall not disclose Confidential Information, or any portion thereof, to anyone other than the County, without the prior written consent of the Executive or the Purchasing Director, and shall not use Confidential Information, or any portion thereof, for any purpose whatsoever except in connection with its performance of the Services under this Agreement.

The Firm shall notify the County immediately upon its receipt of any request by anyone other than the County for, or any inquiry related to, Confidential Information. The Firm is not prohibited from disclosing portions of Confidential Information if, and to the extent that: (i) such portions have become generally available to the public other than by an act or omission of the Firm, or (ii) disclosure of such portions is required by subpoena, warrant or court order; provided, however, that in the event anyone other than the County requests all or a portion of Confidential Information, the Firm shall oppose such request and cooperate with the County in obtaining a protective order or other appropriate remedy, unless and until the Executive or the Purchasing Director, upon consultation with the Ulster County Attorney, in writing, waives compliance with the provisions of this Article 14, or determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or the County waives compliance with this Article 14, or determines that such disclosure is legally required, the Firm shall disclose only such portions of Confidential Information that, in the opinion of the County, the Firm is legally required to disclose, and the Firm shall use its best efforts to obtain from the party to whom Confidential Information is disclosed, written assurance that confidential treatment will be given to any such Confidential Information disclosed, to the extent permitted by law.

Prior to the performance of any of the Services in connection with this Agreement, Firm shall obtain from each of its subcontractors, a confidentiality agreement running to the benefit of the County, substantively identical to this Article 14. Further, at any time, if requested by the County, Firm shall obtain such an agreement from the officers, directors, agents, representatives, or employees of the Firm and/or any of its subcontractors.

ARTICLE 15 – OWNERSHIP OF CONFIDENTIAL INFORMATION

Notwithstanding any other provision herein to the contrary:

- A. All Confidential Information, as defined in Article 14, including all copies thereof, is the exclusive property of the County regardless of whether or not it is delivered to the County. The Firm shall deliver Confidential Information and all copies thereof to the County upon request.

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- B. To the extent that copies of Confidential Information are authorized by the County to be retained by the Firm, such information shall be retained in a secure location in the Firm’s office for a period of six (6) years after completion of the Services, or termination of this Agreement, whichever later occurs, and thereafter disposed of at the County’s direction.

ARTICLE 16 – INTELLECTUAL PROPERTY

By acceptance of this Agreement, Firm transfers to the County and to the New York State Department of State (“the DOS”) a perpetual, transferable nonexclusive license to use, reproduce in any medium, and distribute, for any purpose, any intellectual property or other work purchased, developed or prepared for or in connection with the Project using funding provided by the DOS pursuant to this Contract, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced. The Firm warrants to the County and the DOS that it has sufficient title or interest in such works to license pursuant to this Agreement, and further agrees and warrants that it shall not enter into any subcontract or other agreement purporting to limit such title or interest in such works in any manner that may compromise Firm’s ability to provide the aforesaid license to the County and the DOS. Such warranties shall survive the termination of this agreement. The Firm agrees to provide the original of each such work, or a copy thereof which is acceptable to the County before payments shall be made under this Agreement.

ARTICLE 17 – PUBLICITY

The prior written approval of the County is required before the Firm, or any of its employees, representatives, servants, agents, assignees, or subcontractors may, at any time, either during or after completion or termination of this Agreement, make any statement to the media or issue any material for publication bearing on the Services performed or data collected in connection with this Agreement.

If the Firm, or any of its employees, representatives, servants, agents, assignees or subcontractors desires to publish a work dealing with any aspect of this Agreement, or of the results or accomplishments attained by its performance, they must first obtain the prior written permission of the Executive or the Purchasing Director which, unless otherwise agreed to in said written permission, will entitle the County to a royalty fee, and a non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use such publication.

ARTICLE 18 - BOOKS AND RECORDS

The Firm agrees to maintain separate and accurate books, records, documents and other evidence, and to employ accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 19 - RETENTION OF RECORDS

The Firm agrees to retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. The County, any New York State and/or Federal auditors, and any other persons duly authorized by the County, shall have full access and the right to examine any of said materials during said period.

ARTICLE 20 – AUDITING AND REPORTS

All forms or invoices presented for payment to be made hereunder, and the books, records, and accounts upon which said forms or invoices are based, are subject to audit by the County. The Firm shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County, so that it may evaluate the reasonableness of the charges, and the Firm shall make its records available to the County upon request. All books, forms, records, reports, cancelled checks, and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the Federal Government and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds, whether from the County, the State of New York, the Federal Government, private sources, or otherwise. The Firm shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

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The Firm shall, within sixty (60) days of the expiration of this Agreement, submit a report to the Department Head detailing the Services provided under this Agreement. The Firm further agrees to provide any additional information that the County may at any time request, upon reasonable notice to the Firm. Notwithstanding the foregoing, more comprehensive and/or frequent reporting requirements as may be set forth in Schedule A will take precedence over the provisions of this paragraph.

ARTICLE 21 – NO DISCRIMINATION

As required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, including the Civil Rights Act, the Firm will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status, military status, domestic violence victim status, or marital status.

If this Agreement provides for a total expenditure in excess of \$25,000.00, the Firm shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on County contracts, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrade, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation

Furthermore, in accordance with New York State Labor Law Section 220-e, if this is an Agreement for the construction or alteration 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 Agreement shall be performed within the State of New York, the Firm agrees that neither it, nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (i) discriminate in hiring against any New York State citizen who is qualified and available to perform the Services, or (ii) discriminate against or intimidate any employee hired for the performance of Services under this Agreement. If this is a building service agreement as defined in the New York State Labor Law Section 230, then in accordance with New York State Labor Law Section 239, the Firm agrees that neither it, nor its subcontractors, shall by reason of race, creed, color, national origin, age, sex or disability: (i) discriminate in hiring against any New York State citizen who is qualified and available to perform the Services, or (ii) discriminate against or intimidate any employee hired for the performance of Services under this Agreement. The Firm is subject to (i) a fine of FIFTY AND 00/100 (\$50.00) DOLLARS per person, per day, for any violation of the New York State Labor Law Sections 220-e or 239, and/or (ii) possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 22 - INSURANCE

For provision of the Services set forth herein and as may be hereinafter amended, the Firm shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverage as set forth in "Schedule C", which is attached hereto and is hereby made a part of this Agreement. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers who have been fully informed as to the nature of Services to be performed by the Firm pursuant to this Agreement. Such insurers shall be of recognized financial standing, satisfactory to the County. The County shall be named as an additional insured on all commercial general liability policies with the understanding that any obligations imposed upon the insured (including, without limitation, the obligation to pay premiums) shall be the sole obligation of the Firm and not those of the County. Notwithstanding anything to the contrary in this Agreement, the Firm irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in Schedule C and this Article 22. The provision of insurance by the Firm shall not in any way limit the Firm's liability under this Agreement.

At the time the Firm submits two (2) original executed copies of this Agreement, the Firm shall include certificates of insurance evidencing its compliance with these requirements and those set forth in Schedule C.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary, without right of contribution of any other insurance carried by or on behalf of the County, with respect to its interests, (ii) it shall not be cancelled or materially amended, without thirty (30) days prior written notice to the County (except in the case of cancellation for non-payment of premium, which requires fifteen (15) days prior written notice), directed to the County's Insurance Department and the Department Head. and (iii) the County shall have the option to pay any necessary premiums to keep such insurance in effect, and charge the cost back to the Firm.

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To the extent it is commercially available, each policy of insurance shall be provided on an “occurrence” basis. If any insurance is not so commercially available on an “occurrence” basis, it shall be provided on a “claims made” basis, and all such “claims made” policies shall provide that:

- A. Policy retroactive dates coincide with or precede the Firm’s start of the performance of Services (including subsequent policies purchased as renewals or replacements); and
- B. The Firm shall maintain similar insurance for a minimum of three (3) years following final acceptance of the Services; and
- C. If the insurance is terminated for any reason, the Firm agrees to purchase for the County, an unlimited, extended reporting provision to report claims arising from the Services performed under this Agreement; and
- D. Immediate notice shall be given to the County, through the Department Head, the Ulster County Attorney’s Office, and the County’s Insurance Department, of circumstances or incidents that might give rise to future claims with respect to the Services performed under this Agreement.

ARTICLE 23 - INDEMNIFICATION

The Firm agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Services performed by the Firm, its employees, representatives, subcontractors, assignees, or agents pursuant to this Agreement, which the County, or its officials, employees, or agents may suffer by reason of any negligence, fault, act, or omission of the Firm, its employees, representatives, subcontractors, assignees, or agents. The Firm agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, demands, or suits are groundless, false, or fraudulent.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of the Firm or an employee, representative, subcontractor, assignee, or agent of the Firm, either within or without the scope of the respective employment, representation, subcontract, assignment or agency, or arising out of the Firm’s negligence, fault, act, or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover said claim or action. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

ARTICLE 24 - RESPONSIBILITY TO CORRECT DEFICIENCIES

It shall be the Firm’s responsibility to correct, in a timely fashion and at the Firm’s sole expense, any deficiencies in its Services resulting from the Firm’s failure to act in accordance with the standards set forth in Article 13 (Performance) and Schedule A, provided such deficiencies are reported to the Firm within one hundred twenty (120) days after completion and final acceptance of the Services. If the Firm fails to correct such deficiencies in a timely and proper manner, the County may elect to have others perform such corrections, and the County may charge any related cost of such corrections to the Firm and/or set-off such amount against any sums otherwise due to the Firm. These remedies, if effected, shall not constitute the sole or exclusive remedies afforded to the County for such deficiencies, nor shall they constitute a waiver of the County’s right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

ARTICLE 25 - CURRENT OR FORMER COUNTY EMPLOYEES

The Firm represents and warrants that during the Term of this Agreement and for a period of one (1) year after its expiration or termination, it shall not retain the services of any County employee or former County employee in connection with this Agreement, or any other agreement that said Firm has or may have with the County, without the express written permission of the Executive or the Purchasing Director.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without

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liability, entitling the County to recover all monies paid hereunder, and the Firm shall neither make claim for, nor be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded to the County for such breach or violation, nor shall it constitute a waiver of the County’s right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 26 - PROTECTION OF COUNTY PROPERTY

The Firm assumes the risk of and shall be responsible for any loss or damage to the County’s property and equipment, whether owned, leased, or otherwise possessed by the County, used in the performance of this Agreement. Any such loss or damage caused, either directly or indirectly, by the acts, conduct, omissions, or lack of good faith of the Firm, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by the Firm as an expert, consultant, specialist, or subcontractor hereunder, shall be the responsibility of the Firm.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

The Firm agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage, or expense (including without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article 26.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

ARTICLE 27 – FORCE MAJEURE

Neither Party hereto shall be considered in default in the performance of its obligations hereunder, to the extent that performance of any such obligation is prevented and/or delayed by any cause, existing or future, beyond the control of such Party, and which by that Party’s exercise of due diligence and foresight could not reasonably have been avoided.

Upon removal of such cause, the Party affected shall resume its performance as soon as reasonably possible. The Firm’s financial inability to perform shall not be deemed to be an event of Force Majeure regardless of the source causing such financial inability. If the Firm is so delayed in the timely performance of the Services, the Firm’s sole and exclusive remedy is to request that a Change Order, Amendment or Addendum to this Agreement be issued by the County and signed by the Executive or the Purchasing Director, permitting an extension of time to perform the Services in an amount equal to the time lost due to such delay. Such request shall be based upon written notice only, stating the specific nature of the claim, delivered to the Department Head promptly, but in no event later than thirty (30) days after the initial occurrence of the event giving rise to such claim. An extension of time to perform the Services may only be granted by a written Change Order, Amendment or Addendum to this Agreement, signed by the Executive or the Purchasing Director. In no event shall the County be liable to the Firm or to its subcontractors, agents, assignees, or any other person or entity for damages arising out of, or resulting from, any such delays.

ARTICLE 28 - TERMINATION

The County may, by written notice to the Firm, effective upon mailing, terminate this Agreement in whole or in part at any time (i) for the County’s convenience, (ii) upon the failure of the Firm to comply with any of the terms or conditions of this Agreement, or (iii) upon the Firm becoming insolvent or bankrupt.

Upon termination of this Agreement, the Firm shall comply with any and all County closeout procedures, including but not limited to:

- A. Accounting for and refunding to the County within ten (10) days, any unearned and/or unexpended funds that have been paid to the Firm pursuant to this Agreement; and
- B. Furnishing to the County within ten (10) days, an inventory of all equipment, appurtenances, and property purchased by the Firm through, or provided under this Agreement, and carrying out any County directive concerning the disposition thereof;

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and

- C. In the event that this Agreement is terminated for the convenience of the County, the Firm shall be paid for all Services rendered through the date of termination in accordance with Schedule B.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article 28, the County may procure upon such terms and in such manner as deemed appropriate, Services similar to those so terminated, and the Firm shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, the cost and expense of any Services procured by the County to complete the Services herein will be charged to the Firm and/or set off against any sums due to the Firm.

Notwithstanding any other provisions of this Agreement, the Firm shall not be relieved of liability to the County for damages sustained by the County by virtue of the Firm's breach of this Agreement, or failure to perform in accordance with applicable standards. The County may withhold payments due to the Firm for the purposes of set-off until such time as the exact amount of damages due to the County from the Firm is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

ARTICLE 29 - SET-OFF RIGHTS

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to the Firm (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the Term of this Agreement, or (iii) from the County by operation of law. The County shall also have the right to withhold any monies otherwise due under this Agreement for the purposes of set-off against any amounts due and owing to the County for any reason whatsoever, including without limitation, tax delinquencies, fee delinquencies and/or monetary penalties or interest relative thereto.

ARTICLE 30 - NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed to in writing by the Executive or the Purchasing Director, after consultation with the Ulster County Attorney, but must instead only be heard in the Supreme Court of the State of New York, with venue in Ulster County, or if appropriate, in the Federal District Court, with venue in the Northern District of New York, Albany Division.

ARTICLE 31 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York, except where the Federal Supremacy Clause requires otherwise. The Firm shall render all Services under this Agreement in accordance with applicable provisions of all Federal, State, and local laws, rules and regulations as are in effect at the time such Services are rendered.

ARTICLE 32 – PREVAILING WAGE

In accordance with New York State Labor Law Section 220-d, if this is an Agreement for the construction, reconstruction, maintenance and/or repair of any public work, the Firm agrees that all laborers, working men or mechanics employed by the Firm and/or its subcontractors in contemplation of the performance of this Agreement, shall be paid not less than such hourly minimum rate of wage and shall be provided supplements not less than the prevailing supplements as designated by the NYS Commissioner of Labor.

ARTICLE 33 - WAIVER AND SEVERABILITY

The failure of either Party to enforce at any time, any provision of this Agreement, does not constitute a waiver of such provision in any way or waive the right of either Party at any time to avail itself of such remedies as it may have for any breach or breaches of such

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provision. None of the conditions of this Agreement shall be considered waived by the County unless such waiver is explicitly given in writing by the Executive or the Purchasing Director. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the terms or conditions of this Agreement, unless expressly stipulated in such waiver as executed by the Executive or the Purchasing Director.

The invalidity or invalid application of any provision of this Agreement shall not affect the validity of any other provision, or the application of any other provision of this Agreement.

ARTICLE 34 - GENERAL RELEASE

Acceptance by the Firm or its assignees, of the final payment under this Agreement, whether by voucher, judgment of any court of competent jurisdiction, administrative or other means, shall constitute and operate as a general release to the County from any and all claims of the Firm arising out of the performance of this Agreement.

ARTICLE 35 - NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

No claim whatsoever shall be made by the Firm against any officer, agent, or employee of the County, for or on account of any act or omission in connection with this Agreement.

ARTICLE 36 - ENTIRE AGREEMENT

The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A, B, and C, which supersedes any other understandings or writings between or among the Parties to this Agreement.

ARTICLE 37- SURVIVING OBLIGATIONS

The Firm’s obligations, and those of the Firm’s employees, representatives, agents, subcontractors, successors and assignees, assumed pursuant to Article 7 (Representations by the Firm), Article 8 (Corporate Compliance), Article 13 (Performance), Article 14 (Confidentiality), Article 15 (Ownership of Confidential Information), [Article 16 \(Intellectual Property\)](#), Article 17 (Publicity), Article 19 (Retention of Records), Article 23 (Indemnification), Article 24 (Responsibility to Correct Deficiencies), and Article 26 (Protection of County Property), shall survive completion of the Services and/or the expiration or termination of this Agreement.

ARTICLE 38 - NOTICES

Except as expressly provided otherwise in this Agreement, all notices given to any of the Parties pursuant to or in connection with this Agreement shall be in writing, shall be delivered by hand, by certified or registered mail, return receipt requested, or by Federal Express, Express Mail, or other nationally recognized overnight carrier. Except where otherwise specifically defined within this Agreement, notices shall be effective when received. Notice addresses are as follows:

Firm:

[Insert Firm Name Here]
Attention: [Insert Appropriate Information]
[Insert Firm’s Address]
[Insert Firm’s City, State & Zip Code]

County:

Ulster County [Insert Department Name]
Attention: [Insert Dept. Head Title Here]
[Insert Department Address]
Kingston, New York [12401 or 12402]

Any communication or notice regarding indemnification, termination, litigation or proposed changes to the terms and conditions of

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this Agreement shall be deemed to have been duly made upon receipt by both the County’s Department of [Insert your Department here] and the Ulster County Attorney’s Office at the addresses set forth herein, or such other addresses as may have been specified in writing by the County:

MAILING ADDRESS: County of Ulster
Attn: County Attorney
P.O. Box 1800
Kingston, New York 12402

PHYSICAL ADDRESS: County of Ulster
Attn: County Attorney
244 Fair Street, 5th Floor
Kingston, New York 12401

Either Party may, by written notice to the other Party given in accordance with the foregoing, change its address for notices.

ARTICLE 39 - MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement. Changes to Schedule A, the Scope of Services, in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Services, the Executive or the Purchasing Director, after consultation with the Department Head, executes an Addendum, Amendment or Change Order to this Agreement. The aforesaid Addendum, Amendment or Change Order shall specifically set forth the scope of such extra or additional services, the amount of compensation, and the extension of time for performance, if any, for any such extra or additional services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum, Amendment or Change Order.

ARTICLE 40 - HEADINGS AND DEFINED TERMS

The Article headings used in this Agreement are for reference and convenience only, and shall not in any way limit or amplify the terms, conditions, and provisions hereof. All capitalized terms, acronyms, and/or abbreviations shall have the meanings ascribed to them by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to enter into this Agreement as of the dates set forth below, effective as of the beginning date set forth in Article 2 above.

[INSERT DEPARTMENT NAME HERE]
(Approved as to content)

By: _____
NAME: [Dept Head]
TITLE: [Dept Head]
DATE: _____

COUNTY OF ULSTER

By: _____
NAME: Marc Rider
TITLE: Director of Purchasing
DATE: _____

[INSERT FIRM NAME]

By: _____
NAME: [If known]
TITLE: [If known]
DATE: _____

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SCHEDULE A
SCOPE OF SERVICES

TO BE DETERMINED UPON COMPLETION OF AWARD

SCHEDULE B
FEES, EXPENSES, AND SUBMISSIONS FOR PAYMENT

TO BE DETERMINED UPON COMPLETION OF AWARD

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SCHEDULE C

COUNTY OF ULSTER STANDARD CONTRACT INSURANCE REQUIREMENTS

CONDITIONS OF INSURANCE

Unless otherwise authorized by the Ulster County Insurance Officer, strict adherence to this schedule is required. Any deviation without prior authorization from the County’s Insurance Department will result in a delay in the finalization of this Agreement.

The Firm shall submit copies of any or all required insurance policies as and when requested by the County.

CERTIFICATES OF INSURANCE

The Firm shall file with the County’s Insurance Department, prior to commencing work under this Agreement, all proper Certificates of Insurance.

The Certificates of Insurance shall include:

- a. Name and address of Insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on the certificate
- g. Limits of liability for all policies included on the certificate
- h. “Certificate Holder” shall be the County of Ulster, P.O. Box 1800, Kingston, New York 12402-1800.

If the Firm’s insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the County shall be provided with a new certificate indicating the replacement policy information as requested above. The County requires thirty (30) days prior written notice of cancellation [fifteen (15) days for non-payment of premium] from the Insurer, its agents or representatives.

WORKERS’ COMPENSATION AND DISABILITY INSURANCE

The Firm shall take out and maintain during the life of this Agreement, Workers’ Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide Certificates of Insurance evidencing this coverage to the County’s Insurance Department.

If the Firm is not required to carry such insurance, the Firm must submit form CE-200 attesting to the fact that it is exempt from providing WC and/or DB Insurance coverage for all of its employees.

The manner of proof related to WC and DB Insurance is controlled by New York State Laws, Rules and Regulations. “ACORD” forms are not acceptable proof of WC and/or DB Insurance.

WORKERS’ COMPENSATION REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (the Firm) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity it is entering into a contract with. The Firm should contact their insurance agent to obtain acceptable proof of WC coverage:

- Form C-105.2 – “Certificate of NYS Workers’ Compensation Insurance” **or**
- Form U-26.3 – “Certificate of Workers’ Compensation Insurance” issued by the New York State Insurance Fund **or**
- Form SI-12 – “Affidavit Certifying that Compensation has Been Secured” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Firm is self-insured **or**
- Form GSI-105.2 – “Certificate of Participation in Workers’ Compensation Group Self-Insurance” issued by the Self-Insurance administrator of the group **or**

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- Form GSI-12 – “Certificate of Group Workers’ Compensation Group Self-Insurance” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Firm is self-insured.

If the Firm is not required to carry WC coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage.” This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

DISABILITY BENEFITS REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 220(8), a business entity (the Firm) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity it is entering into a contract with. The Firm should contact their insurance agent to obtain acceptable proof of DB Insurance Coverage:

- Form DB-120.1 – “Certificate of Insurance Coverage Under the NYS Disability Benefits Law” or
- Form DB-155 – “Compliance with Disability Benefits Law” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Firm is self-insured.

If the Firm is not required to carry DB Insurance coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage.” This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

COMMERCIAL GENERAL LIABILITY INSURANCE:

The Firm shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the County from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the Firm, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of the Firm to maintain such insurance in amounts sufficient to fully protect itself and the County, but in no instance shall amounts be less than the minimum acceptable levels of coverage set forth below:

- Bodily Injury Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.
- Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.

Other Conditions of Commercial General Liability Insurance:

- a. Coverage shall be written on Commercial General Liability form.
- b. Coverage shall include:
 1. Contractual Liability
 2. Independent Contractors
 3. Products and Completed Operations
- c. “Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Commercial General Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

AUTOMOBILE LIABILITY INSURANCE

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the Firm, with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS**.

Coverage shall include:

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- a. All owned vehicles
- b. Hired car and non-ownership liability coverage
- c. Statutory No-Fault coverage

PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE INSURANCE)

- If this box is checked, Professional Liability Insurance shall be provided by the Firm in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS.**

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ATTACHMENT A-1

NEW YORK STATE DEPARTMENT OF STATE - AGENCY AND PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Agency Specific Clauses (revised 3/18/15)

For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise. In addition, the terms "Agreement" and "Contract" are interchangeable, unless the context requires otherwise.

A. Project Timetable

The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with any timetable associated therewith as set forth in the Work Plan (Attachment C) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.

B. Budget Modifications

Prior DOS written approval, which requires a detailed breakdown and justification, is required for all requests for budget modifications.

Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contracts must be submitted to DOS for submission to the Office of State Comptroller for approval when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.

C. License to Use and Reproduce Documents, Intellectual Property and Other Works:

By acceptance of this Agreement, Contractor transfers to the Department a perpetual, transferable nonexclusive license to use, reproduce in any medium, and distribute, for any purpose, any intellectual property or other work purchased, developed or prepared for or in connection with the Project using funding provided pursuant to this Contract, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement, and further agrees and warrants that it shall not enter into any subcontract or other agreement purporting to limit such title or interest in such works in any manner that may compromise Contractor's ability to provide the aforesaid license to the Department. Such warranties shall survive the termination of this agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

D. Property

The ownership of all property or intellectual property described herein and purchased, developed or prepared under the terms of this Contract shall reside with the Contractor with a reversionary interest in such property or intellectual property held by the Department, unless otherwise authorized or directed in writing by the Department. Except as otherwise provided in Section II.C.3 of the Standard Terms and Conditions, Contractor shall retain ownership of such property or intellectual property after the term of this Contract so long as such property or intellectual property is used for purposes similar to those contemplated by this Contract. Otherwise, the Contractor shall return such property or intellectual property to the Department at the Contractor's cost and expense, and Contractor's ownership interests, rights and title in such property or intellectual property shall revert to the Department. The ownership of all property purchased with federal funds provided pursuant to this Agreement, however, shall be governed by the terms of applicable federal law and OMB Circulars, including but not limited to 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as amended.

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E. Termination

The Department may terminate the Agreement in accordance with the terms and conditions set forth in the Master Grant Contract section of this Agreement. In addition to other reserved rights it has to terminate this Agreement, the Department may terminate or suspend the Agreement under the following circumstances:

1. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from the Contractor any State assistance to which the Contractor would otherwise be entitled in an amount equal to the monies demanded.
2. In the event that the Department has provided written notice to the Contractor directing that the Contractor correct any failure to comply with this Agreement, the Department reserves the right to direct that the Contractor suspend all work during a period of time to be determined by the Department. If the Contractor does not correct such failures during the period provided for in the notice, this Agreement shall be deemed to be terminated after expiration of such time period. During any such suspension, the Contractor agrees not to incur any new obligations after receipt of the notice without approval by the Department.
3. If the Department determines the Contractor has breached a term of the Agreement and if the Department determines the defect can be remedied, it may, in its sole discretion, issue a written notice providing the Contractor with a minimum of 30 days to correct the defect and the notice may include a prospective termination date. If the Contractor fails to correct the defect or fails to make a good faith effort to do so as determined by the Department to the Department's satisfaction, the Department may terminate the Agreement for cause.
4. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.
5. In the event the Agreement is postponed, suspended, abandoned or terminated, the Department shall make a settlement with the Contractor upon an equitable basis in good faith and under the general compensation principles and rates established in the Agreement by the Department. This settlement shall fix the value of the work which was performed by the Contractor to the Department's satisfaction prior to the postponement, suspension, abandonment or termination of the Agreement.
6. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

F. Subcontracting Requirements

1. Contractor agrees that it shall not enter into any subcontract for the performance of work in furtherance of this Contract with any subcontractor that at the time of contracting: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to possess requisite workers compensation and disability insurance coverage (see <http://www.wcb.ny.gov>). In addition, Contractor agrees that it shall immediately suspend or terminate any subcontract entered into for the performance of work in furtherance of this Contract if at any time during the term of such subcontract the subcontractor: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed

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as an entity debarred from federal contracts (list available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to maintain requisite workers compensation or disability insurance coverage (see <http://www.wcb.ny.gov>). Contractor agrees that any such suspension shall remain in place until the condition giving rise to the suspension is corrected by the subcontractor. The terms of this clause shall be incorporated in any and all subcontracts entered into in furtherance of this Contract.

2. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.
3. The Contractor shall be responsible for informing its subcontractors of all the terms, conditions and requirements of the Contract Documents including, but not limited to the terms of the Master Grant Contract, any and all Appendices, and any changes made by amendments thereto, and ensuring that any and all subcontracts entered into in furtherance of this Contract conform to and do not conflict with such terms.
4. Contractor shall file each and every subcontract entered into in furtherance of this Contract with the Department of State no later than fifteen (15) calendar days following the signing of the subcontract, unless otherwise authorized or directed by the Department of State.
5. Notwithstanding the requirements of Section IV.B.2 of the Standard Terms and Conditions, the Department reserves the right to require, upon notice to the Contractor, that, commencing from the date of such notice or a date otherwise specified in such notice, Contractor must obtain written approval from the Department prior to entering into any and all subcontracts valued at or below \$100,000 for the performance of any activities covered by this Contract (as provided for in Attachment C). Contractor agrees to require any proposed subcontractors to timely provide to the Department such information as may be requested by the Department as necessary to assess whether the proposed subcontractor is a responsible entity capable of lawfully and satisfactorily performing the work. In the event the Department invokes this right of prior approval and a request for approval is submitted by Contractor and denied by the Department, Contractor agrees that it shall not enter into the proposed subcontract and that no costs associated with such subcontract shall be allowable under this Contract.

G. Compliance with Procurement Requirements

1. All contracts by municipalities for service, labor, and construction involving not more than \$35,000 and purchase contracts involving not more than \$20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the MWBE requirements as set forth in Section M and any additional requirements imposed by the State as set forth in Attachment C hereof.
2. The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than \$35,000 and all purchase contracts involving more than \$20,000. In the case of contracts by municipalities service, labor, and construction contracts involving not more than \$35,000 and purchase contracts involving not more than \$20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements as set forth in Section M of this Agreement and any additional requirements imposed by the State as set forth in Attachment C hereof.
3. For non-municipal entities such as community-based organizations, the chief legal officer or financial administrator of the Contractor shall certify to the State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process satisfactory to meet the MWBE requirements set forth in Section M of this Agreement and to ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

H. Vendor Responsibility Determinations

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1. A Vendor Responsibility Questionnaire and Certification is required for certain contracts. This Questionnaire is designed to provide information to assist the contracting agency in assessing a CONTRACTOR’s responsibility, prior to entering into a contract, and must be completed and submitted electronically or returned with the contract. Contractor is invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep/systeminit.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller’s Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of State or the Office of the State Comptroller’s Help Desk for a copy of the paper form.
2. Contractor hereby acknowledges that the Vendor Responsibility Questionnaire (VRQ), as described in Section IV (N) of the Master Grant Contract, as well as any updated or amended version of the VRQ submitted during the term of this contract, or any contractor responsibility information that may be requested by the Department and submitted during the term of this contract, is made a part of this contract by reference hereto and that any misrepresentation of fact in the information submitted, may result in termination of this contract. During the term of this Contract, any changes in the information provided in the questionnaire shall be disclosed to the Department, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of the contract.

I. State Attorney General Charities Registration

In accordance with the Estates, Powers and Trust Law § 8-1.4 (s), the recipient certifies that it is in compliance with the requirements of Estate, Powers and Trusts Law sections 8-1.4 (d), (f), and (g), regarding organizations which administer property for charitable purposes registering and filing periodic reports (together with the appropriate filing fees) with the New York State Attorney General’s Charities Bureau. This certification is a material representation of fact upon which reliance was placed by the Department of State in entering into this Agreement with the Contractor.

The Contractor agrees that it will provide immediate written notice to the Department of State if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

J. Records Access

The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for reasonable time following, issuance of the final payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate financial books and records for all funds received through the Department pursuant to this Agreement.

K. Notices

Pursuant to Section J of the Master Grant Contract, notice hereunder shall be addressed as follows:

1. Notice to the State

Name:	Laurissa Garcia
Title:	Contract Administrator
Agency/Division:	Department of State, Office of Planning and Development
Address:	99 Washington Avenue, Suite 1010 Albany, NY 12231
Telephone Number:	518-486-9540

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- b. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the “Agency”), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws. Contractor agrees that the terms “MWBE,” “MBE” and “WBE” as used herein, shall mean those MBE or WBE firms certified as such by the State pursuant to NY Executive Law Article 15-A and listed in the directory of New York State Certified MWBEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.
- c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section M (6) of this Attachment or enforcement proceedings as allowed by the Contract.

2. Contract Goals

- a. For purposes of this Contract, the Agency hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section 2(a) hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.
- c. Additionally, Contractor is encouraged to contact the Division of Minority and Women’s Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- d. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Agency for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

- a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- b. Contractor shall comply with the following provisions of Article 15-A:
 - 1) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

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- 2) The Contractor shall submit an EEO policy statement to the Agency within seventy two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.
- 3) If Contractor or Subcontractor does not have an existing EEO policy statement, the Agency may provide the Contractor or Subcontractor a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
- 4) The Contractor's EEO policy statement shall include the following language:
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Form B - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. If the total expenditure of this contract is in excess of \$250,000, Contractor shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d. Form C - Workforce Employment Utilization Report ("Workforce Report")

- 1) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Agency of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
- 2) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate

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that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

- 3) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
4. MWBE Utilization Plan
 - a. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form D) either prior to, or at the time of, the execution of the contract.
 - b. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section M (2)(a) of this Attachment.
 - c. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Agency shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.
 5. Waivers
 - a. For Waiver Requests Contractor should use Form E - Waiver Request.
 - b. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
 - c. If the Agency, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Agency may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.
 6. Liquidated Damages - MWBE Participation
 - a. Where Agency determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Agency liquidated damages.
 - b. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
 - c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, Contractor shall pay such liquidated damages to the Agency within sixty (60) days after they are assessed by the Agency unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Agency.

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7. Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form F) to the Agency by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.
8. The Agency may require Contractor to use the New York State Contract System (“NYSCS”) to submit utilization plans, record payments to subcontractors and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations. Technical assistance can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the “Contact Us & Support” link.
9. Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 473-3401. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at: <http://www.esd.ny.gov/MWBE.html>. The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

II. Program Specific Clauses (revised 7/1/14)

A. This Agreement has been entered into pursuant to the following understandings:

1. General Municipal Law §970-r (State assistance for Brownfield Opportunity Areas) provides State assistance for the cost of plans for areas affected by brownfield sites and economic distress. State assistance for Brownfield Opportunity Areas shall not exceed an amount equal to more than 90% of the costs, as approved by the Department of State and set forth in this Agreement, to finance the activities eligible to receive such assistance under General Municipal Law §970-r; the Contractor is responsible to finance the remaining 10% of the costs.
2. The Department of State (Department) is authorized by such Law to evaluate and determine eligibility of applications for funding of projects and eligible activities.
3. Based upon information, representations and certifications contained in Contractor's application for funding, including the Program Work Plan as set forth in Attachment C, the Department has made a determination of eligibility of funding for Contractor's project under such Law.
4. State funds (Funding Amount set forth on the Face Page) for this Project (Attachment C Program Work Plan) are provided pursuant to a reappropriation of funds originally made by Section 970-r of the General Municipal Law.
5. The Contractor shall request payment and reimbursement of eligible and supportable costs incurred under this Agreement, on an interim basis, and each such payment request will be processed by the Department in accordance with relevant provisions set forth herein, together with the following terms:
 - a. The Department, upon approving each payment request, shall make an interim payment for eligible and supportable costs incurred by the Contractor.
 - b. The final payment request will not be processed by the Department prior to satisfactory completion of the Project.
 - c. The Department can withhold the final 10% of the total amount that may be funded by the State in accordance with this Agreement, until the satisfactory completion of the Project.
6. The Contractor has demonstrated its ability to finance its share of the Project and has agreed to fund its portion of the cost of the Project.

B. Additional Requirements for Construction Projects

1. Project design, including preparation of final plans and specifications, and supervision of construction shall be undertaken by a qualified architect and/or engineer licensed to practice in the State of New York. The Contractor shall submit final plans and specifications to the Department for its acceptance before initiating construction work or, if the Contractor intends to subcontract for construction work, before the work is advertised for bidding. No change to project

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plans may be made without the prior written approval of the Department. The Contractor shall also be responsible for erecting a project sign satisfactory to the Department identifying the Project. The project sign shall remain in place for the useful life of the improvements undertaken pursuant to this Agreement. Upon completion of the Project, the Contractor shall submit to the Department a proper certification from a licensed architect or engineer.

2. The State shall make periodic inspections of the project both during its implementation and after its completion to ensure compliance with this Agreement. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.
3. The Contractor shall be responsible for ensuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS - Appendix A to 41 CFR part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG - Appendix A of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

C. Reports, Documents and Maps

The Contractor shall, where appropriate, identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following:

"This (document, report, map, etc.) was prepared with funding provided by the New York State Department of State under the Brownfield Opportunity Areas Program."

D. Contractors Insurance Requirements

1. Prior to the commencement of the work, the Contractor shall file with the Department of State, Certificates of Insurance evidencing compliance with all requirements contained in this Agreement. Such certificate shall be of form and substance acceptable to the Department.
2. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Agreement.
3. All insurance required by the Agreement shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self insurance maintained by the Department; shall be endorsed to provide written notice be given to the Department, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insured thereunder.
4. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject.
5. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.
6. The Contractor shall cause all insurance to be in full force and effect as of the date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

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7. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.
8. Unless the Contractor is self-insured, Contractor shall, throughout the term of the Agreement or as otherwise required by this Agreement, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where Contractor is self-insured, the Contractor shall provide suitable evidence of such to the Department relating to the risks and coverage amounts as provided hereunder.
 - a. Comprehensive Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, owners & contractors protective, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 - 1) If such insurance contains an aggregate limit, it shall apply separately to this location.
 - 2) Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner of all of contractors work.
 - b. Where the Project described in Attachment C includes the construction of any structure or building, a Builder's Risk Policy until the Project is completed and accepted in the amount of the total project cost.
 - c. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
 - d. Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
 - e. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the Department held in their care, custody and/or control.
 - f. An Owner's Protective Liability Policy with limits no less than \$1,000,000 in the name of the Contractor.
9. Professional consultants retained by the Contractor in connection with the Project shall show evidence of professional liability insurance with limits no less than \$1,000,000.

E. Contractor Property Interest

Contractor warrants that it has fee simple or such other estate or interest in the site of the Project, where the Project is undertaken at a site, including easements and /or rights-of-way sufficient to assure undisturbed use and possession for the purposes of construction and operation for the estimated life of the Project. Contractor further acknowledges that where such project is undertaken on or involves the use of lands for active or passive recreational use, it is a material term of this Agreement that such lands shall be available for such recreational use by the People of the State of New York. Additionally, Contractor shall not limit access or discriminate on the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

F. Date/Time Warranty

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1. Contractor warrants that product(s) furnished pursuant to this contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific products must perform as a package or system, this warranty shall apply to the products as a system.
2. Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.
3. This Date/Time Warranty shall survive beyond termination or expiration of this Contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

G. Fees

The Contractor may charge a reasonable fee for the use of any facility which is part of the project.

1. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.
2. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.
3. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.

H. Alienation

Where the project is undertaken on or involves parklands or public waterfront land, the following additional provisions apply:

1. The Contractor shall not at any time sell or convey any facility or any portion of the project acquired or developed pursuant to this Agreement or convert such facility or any portion of the project to other than public park or public waterfront purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other lands of equal fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other requirements as shall be approved by State.
2. The Contractor agrees to own a property interest sufficient to maintain and operate the project in perpetuity. The Contractor shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the State.

I. Requirements for Contract GIS Products (1/17/13)

1. **GENERAL MAP PRODUCT REQUIREMENTS** -- The following general cartographic requirements must be adhered to by the Contractor:
 - a. **Map Products and Supporting Data** -- The Department requires delivery of digital map products, including all associated GIS and/or CAD digital files. Such materials must meet the specifications outlined in this GENERAL

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MAP PRODUCT REQUIREMENTS section and the ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS section. Additionally, finished maps should also be provided in a format suitable for viewing and printing (e.g. PDF). If analog map products are required by the contract, they must meet specifications outlined in this GENERAL MAP PRODUCT REQUIREMENTS section and the ADDITIONAL DIGITAL-READY MAP PRODUCT REQUIREMENTS section.

- b. Deliverable Format -- All digital map and attribute table files must be provided in ESRI Shapefile or Geodatabase file format including all associated metadata on Recordable CD or DVD, external hard drive, via email attachment (preferably in a WinZIP file) or downloadable from an ftp site on the Internet. Alternatively, the digital products may be provided as ArcInfo/GIS coverages or CAD files on the same media types upon approval of the Department. All other digital formats require prior approval of the Department. Coordination with the Department prior to submission of digital media is required to ensure compatibility of the delivered materials.
 - c. Documentation -- A data dictionary must be included along with the map files describing file contents and file names, as well as metadata for each file including map projection, horizontal and vertical datums used, coordinate system, RMS accuracy and log sheet, information sources and dates, the map maker and date of preparation, and creation methodology. Data provided under federal funds must be provided in a manner which meets Digital Geospatial Federal Geographic Data Committee Metadata Standard as executed by Executive Order 12906, April 11, 1994, "Coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure".
 - d. Map Accuracy -- All deliverable map products must conform to National Map Accuracy Standards for horizontal and vertical accuracy as established by the United States Bureau of the Budget, June 10, 1941, revised June 17, 1947. For example, for maps at 1:20,000 or smaller, not more than 10% of the well-defined map points tested must be more than 1/50 inch (0.508 mm) out of correct position. At 1:24,000, this tolerance translates to a required horizontal accuracy of 40 feet. If by prior agreement with the Department the map product does not conform to National Map Accuracy Standards, then a statement of actual map accuracy should be included in the Documentation above. Furthermore, hydrographic surveys and maps should conform to recommended accuracy standard proposed in the joint USGS, NOS, Coastal Mapping Handbook, 1978, Melvin Ellis editor, U.S. Government Printing Office, Appendix 6.
 - e. Datums and Coordinate Systems-- All map products should be referenced to the North American Horizontal Datum of 1983 (NAD83) and the National Geodetic Vertical Datum of 1988 (NGVD88). Unless otherwise specified in the RFP, UTM Zone 18 shall be used for data at scales smaller than 1:10,000 and State Plan shall be used for data at 1:10,000 scale and larger.
2. ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS -- The following cartographic construction requirements must be adhered to by the Contractor:
- a. Edge-matching -- All map sheets must be both visually and coordinate edge-matched with adjacent map sheets. No edge-match tolerance will be allowed. Attributes for splittable features must also be identical.
 - b. Common Boundaries -- All features that share a common boundary, regardless of map layer, must have exactly the same coordinate position of that feature in all common layers.
 - c. Point Duplication -- No duplication of points that occur within a data string is permitted.
 - d. Connectivity -- Where graphic elements visually meet, they must also digitally meet. All confluences of line and polygon data must be exact; "overshoots", "undershoots", "slivers", or "offshoots" are NOT permitted.
 - e. Line Quality -- A high quality cartographic appearance must be achieved. Transitions from straight lines to curvilinear elements must be smooth, with angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non visible level. There should be no jags, hooks, or zero length segments. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.

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- f. Polygon Closure -- For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair. No line or polygon must cross itself except to join at an actual confluence. All digitized features across map boundaries must be edited to effect smooth and continuous lines.
 - g. Graphic Precision -- Positional coordinates for all digital graphic elements should not be reported to a level of precision greater than one thousandth (.001) of a foot.
 - h. Digitizer Accuracy -- The required RMS error for digitizer accuracy must be 0.003 or better for digital map registration.
3. DIGITAL-READY MAP PRODUCT REQUIREMENTS -- The following requirements for large scale, non-digital map products must be followed to facilitate the future conversion of the maps to digital map products. All large format, non-digital map products must be provided on stable base material at a scale. The map products must include an index map to all map sheets and thorough descriptions of all the cartographic elements portrayed on the maps.
- a. Base Map Media -- All maps must be created on mylar or other stable base material.
 - b. Map Scale -- All maps of a similar series should be created using the same base scale. Unless otherwise stated by the Department, all maps should be compiled at 1:24,000. If other map scales are approved by the Department, where possible they will conform to standard map scales such as 1:9600; 1:50,000; 1:75,000; or 1:100,000.
 - c. Map Registration -- The maps must provide a minimum of four (4) corner and four (4) interior ticks tied to USGS/NYS DOT quadrangle Lat/Long or NYTM coordinates. The maps must be geometrically correct and should register when overlaid on the appropriate USGS/NYS DOT quadrangle control ticks.
 - d. Map Title and Legend -- The maps must provide a title and legend block describing the information contained on the maps, and including the Documentation and Datums information requested in the GENERAL MAP PRODUCT REQUIREMENTS above and the map scale.
 - e. Cartographic Quality -- The quality of all map line work and symbolization must conform to items 1 - 6 in the map criteria set forth in the ADDITIONAL DIGITAL CARTOGRAPHIC FILE REQUIREMENTS section outlined above.
4. CONTRACT DATABASE STANDARDS
- a. Delivery Media -- All database and tabular files must be provided on digital media as specified above in Deliverable Format.
 - b. Software Format -- Database and tabular files can be provided in Oracle, Microsoft Excel or Microsoft Access format. Other formats that are convertible to one of the aforementioned formats may be used with prior approval of the Department.
 - c. Geographic Attributes -- Database and tabular files that contain elements with a geographic reference must provide a corresponding data field and a geographic coordinate pair for each feature location.

J. Notice of Public Proceedings

The Contractor agrees to provide the Department with prompt and timely written notice at least two weeks in advance of all public proceedings, including, but not limited to; public meetings or hearings, relating to the Project.

K. Submission of all correspondence and documentation

COUNTY OF ULSTER – PURCHASING DEPARTMENT

244 Fair Street, Third Floor, Kingston, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.co.ulster.ny.us/purchasing/

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1. Unless otherwise stated in Attachment C, the Contractor agrees to provide the Department with the required products in the following formats. All products and shall include the NYS contract number as indicated on the Face Page of this Agreement and where applicable, reflect the task number it relates to in Attachment C.
 - a. Draft products: two paper copies of each product must be submitted.
 - b. Final products: two paper copies of each product must be submitted. In addition all final products (including reports, designs, maps, drawings, and plans) must be submitted as an electronic copy (in Adobe® Acrobat® Portable Document Format - PDF), created using 300 dpi scanning resolution, and be submitted on a labeled CD-R type CD. The CD must be labeled with the contractor name, contract number, and project title.
 - c. Pictures and photographs must be dated and captioned with the location and a brief description of the activity being documented.
2. Contractor agrees to provide the Department with original payment request documentation as described in Attachment D.

L. Environmental Review

1. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.
2. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided the Department with appropriate documentation that Contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

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THE FOLLOWING SHEETS MUST BE
COMPLETED AND RETURNED
WITH YOUR PROPOSAL

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ADDRESS SHEET

MAIL RFP INFORMATION TO:

FIRM NAME: _____

ADDRESS: _____

TITLE: _____

TELEPHONE: _____ EXTENSION: _____

FAX: _____

E-MAIL: _____

ONLY if different -

MAIL PURCHASE ORDER TO:

ADDRESS: _____

TELEPHONE: _____ FAX: _____

CONTACT: _____

E-MAIL: _____

ONLY if different -

MAIL PAYMENT TO:

ADDRESS: _____

TELEPHONE: _____ FAX: _____

CONTACT: _____

E-MAIL: _____

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FIRM NAME: _____

PROJECT REFERENCE SHEET

All Responders are required to complete this form providing five (5) references of past performance. References should involve projects and/or service situations of similar size and scope to this RFP. References must have had dealings with the responder within the last sixty (60) months. The County reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the responder before the actual award of the bid and/or contract. Completion of the reference form is required (attach additional project information as needed).

Ulster County or any of its departments may be listed once as a required reference.

1) Project Name: _____
Description: _____
_____ Contract Date: _____
Client Name: _____
Address: _____
_____ Telephone: _____ Contact Person: _____

2) Project Name: _____
Description: _____
_____ Contract Date: _____
Client Name: _____
Address: _____
_____ Telephone: _____ Contact Person: _____

3) Project Name: _____
Description: _____
_____ Contract Date: _____
Client Name: _____
Address: _____
_____ Telephone: _____ Contact Person: _____

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FIRM NAME _____

PROJECT REFERENCE SHEET (Continued)

4) Project Name: _____

Description: _____

Contract Date: _____

Client Name: _____

Address: _____

Telephone: _____ Contact Person: _____

5) Project Name: _____

Description: _____

Contract Date: _____

Client Name: _____

Address: _____

Telephone: _____ Contact Person: _____

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FIRM NAME _____

THIS PAGE MUST BE COMPLETED
FIRM ORGANIZATION INFORMATION

FIRM NAME: _____

TYPE OF ENTITY: CORP. _____ PARTNERSHIP/LLC _____ INDIVIDUAL _____

FEDERAL EMPLOYER ID #: _____ OR SOCIAL SECURITY #: _____

DATE OF ORGANIZATION: _____

IF APPLICABLE: DATE FILED: _____ STATE FILED: _____

If a non-publicly owned Corporation:

CORPORATION NAME: _____

LIST PRINCIPAL STOCKHOLDERS: (5% of outstanding shares)

LIST OFFICERS AND DIRECTORS:

NAME

TITLE

If a partnership:

PARTNERSHIP/LLC NAME: _____

LIST PARTNERS NAME(S):

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge that it and its principals -

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or the commission of embezzlement, theft, forgery, bribery, falsification, the destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted, or otherwise criminally or civilly charged, by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) If the prospective primary participant is unable to certify to any of the statements in this certification, the participant must attach an explanation to this RFP.

Signed at _____, this _____ day of _____ 20____.

(Name of Firm)

By _____
(Title)

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ASSUMED NAME CERTIFICATION

*If the business is conducted under an assumed name, a copy of the certificate required to be filed under the New York General Business Law must be attached.

ASSUMED NAME: _____

If the responder is an individual, the bid must be signed by that individual; if the bidder is a corporation, by an officer of the corporation, or other person authorized by resolution of the board of directors, and in such case a copy of the resolution must be attached; if a partnership, by one of the partners or other person authorized by a writing signed by at least one general partner and included with the submission or previously filed with Ulster County’s Director of Purchasing.

"The submission of this constitutes a certification that no County Officer has any interest therein. (Note: In the event that any County Officer has any such interest, the full nature thereof should be disclosed below.)"

INSURANCE STATEMENT

Responder agrees as follows - please mark appropriate box:

Insurance Certificate as requested is attached

OR

I certify that I can supply insurance as specified if awarded the bid

FAILURE TO PROVIDE SPECIFIED INSURANCE SHALL DISQUALIFY YOUR SUBMISSION.

AUTHORIZED SIGNATURE

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FIRM NAME _____

CERTIFICATION AND SIGNATURE FORM

AFFIDAVIT OF NON-COLLUSION

NAME OF RESPONDER: _____ PHONE NO.: _____ EXT: _____

BUSINESS ADDRESS: _____ TELEFAX NO.: _____

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by a firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

8. By submission of this RFP, I certify I have read, am familiar with and will comply with any and all segments of these specifications.

The person signing this RFPH, under the penalties of perjury, affirms the truth thereof.

Signature & Company Position

Print Name & Company Position

Company Name

Date Signed

Federal I.D. Number

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CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Pursuant to State Finance Law §165-a, on August 10, 2012 the Commissioner of the Office of General Services (OGS) posted a prohibited entities list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____

Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this

_____ day of _____

201 ____

Notary Public: _____

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The MBE and WBE Participation Information Form

Please complete the following table for the prime firm and all proposed sub-consultants (consultant team composition). All MBE AND WBES must be certified and posted on New York State’s Directory (<http://www.esd.ny.gov/mwbe.html>) to be eligible to count toward attainment of this State funded contract with a 15% MBE and a 15% WBE participation goal.

Please identify each firm’s full legal name and indicate each firm’s percentage of the total cost/total budget for RFP No. UC15-077.

If the combined percentage of total cost/budget for all proposed, participations goals set above for this contract, then the proposing prime firm is required to fill out and submit the MBE/WBE **Sub-consultant Participation Solicitation Log**, and the **Goal Attainment Explanation Letter**.

Firm Legal Name	NYS Certified			% of Total Cost
	MBE	WBE	None	
A. Prime Consultant				
B. Sub-Consultants				
Total				100%

INSTRUCTIONS:

If the combined percentage of total dollar contributions for all proposed, certified MBE or WBE is less than the Participation Goals set for this contract, then the proposing prime firm is required to fill out and submit the Subcontractor Participation Solicitation Log, and provide a Goal Attainment Explanation Letter.

SUBMITTED BY (Signature) _____

AGENCY/COMPANY NAME _____

Submit this form to **Ulster County Purchasing Department** as a part of your original proposal package.

