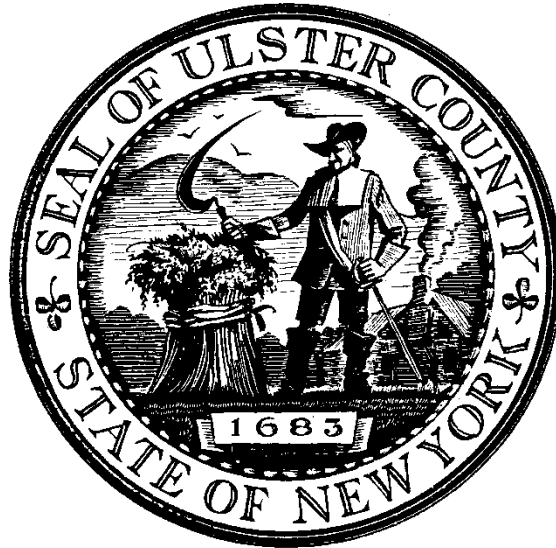


COUNTY OF ULSTER



RFEI-UC21-004

**REQUEST FOR EXPRESSIONS OF INTEREST REGARDING THE
REDEVELOPMENT OF ULSTER COUNTY ENTERPRISE WEST PROPERTIES**

***ULSTER COUNTY PURCHASING DEPARTMENT
EDWARD JORDAN
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/

REQUEST FOR EXPRESSIONS OF INTEREST REGARDING THE REDEVELOPMENT OF ULSTER
COUNTY ENTERPRISE WEST PROPERTIES

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REQUEST FOR EXPRESSION OF INTEREST

DATE: January 14, 2021

**NOTICE IS HEREBY GIVEN THAT SEALED STATEMENTS OF QUALIFICATIONS (RFEI)
ARE SOUGHT AND REQUESTED FOR THE FOLLOWING:**

**RFEI NAME: REQUEST FOR EXPRESSIONS OF INTEREST
REGARDING THE REDEVELOPMENT OF
ULSTER COUNTY ENTERPRISE WEST
PROPERTIES**

RFEI NUMBER: RFEI-UC21-004

MAIL PROPOSAL TO: Ulster County Purchasing,
Ulster County Office Building
244 Fair St 3rd Floor
PO Box 1800
Kingston, NY 12402

**FINAL DATE & TIME TO
RECEIVE RFEI:** February 26, 2021; 4:00 PM

**FINAL DATE TO SUBMIT
QUESTIONS:** February 16, 2021

**SITE VISIT
February 2nd @ 10AM
Parking lot at
Intersection of Enterprise dr.
and Boices In.
SEE SECTION 12**

CONTACT PERSON: **Michael Maphis**
Ulster County Purchasing Department
Phone: 845-340-3999
Email: mmap@co.ulster.ny.us

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

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

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

Edward Jordan
Director of Purchasing

COUNTY OF ULSTER – PURCHASING DEPARTMENT

244 Fair Street, Third Floor, Kingston, NY 12401

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RECEIPT CONFIRMATION FORM

To ensure you are advised of all addenda and other communications regarding this RFEI, **please complete and return this confirmation form within five (5) business days** from receipt to:

Michael Maphis, Principal Buyer
Ulster County Purchasing Department
244 Fair Street, 3rd Floor Kingston, NY 12401
Telephone: (845) 340-3405 Fax: (845) 340-3434
RFEI-UC21-004: REQUEST FOR EXPRESSIONS OF INTEREST REGARDING THE REDEVELOPMENT OF ULSTER COUNTY ENTERPRISE WEST PROPERTIES

Failure to return this form may result in no further communications regarding this RFEI.

Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person Name: _____ Title: _____

Telephone: _____ Fax: _____

Email: _____

I have received a copy of the above noted RFEI and;

_____ We will be submitting an RFEI.

_____ We will not be submitting an RFEI.

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REQUEST FOR EXPRESSIONS OF INTEREST REGARDING THE REDEVELOPMENT OF ULSTER COUNTY ENTERPRISE WEST PROPERTIES

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1. STATEMENT OF PURPOSE:

The County of Ulster is exploring redevelopment of two County-owned properties located in the Town of Ulster, which are part of the former IBM campus (known recently as “TechCity”) and which include a 400,000 +/- SF building that formerly housed the Bank of America’s New York State tax processing center. The County seeks proposals from interested parties to participate in the redevelopment of these parcels in a manner that advances the County’s overall economic development goals, and which returns the properties to productive use according to the guidelines set forth in this Request for Expressions of Interest (RFEI or Request).

Though this RFEI is issued by the County of Ulster, hereinafter any reference to “the County” shall be construed to include the County itself as well as any controlled entities or agencies, including any local development corporation that may obtain ownership of the Properties from the County.

The Properties for which the County issues this Request (the Properties, aka Enterprise West) are located on the west side of the former IBM campus, between Enterprise Drive to the east, Boices Lane to the south, and the Esopus Creek to the west. As described in Section 3, Property 1 includes a 400,000 +/- SF vacant office complex and paved surface parking for approximately 1,700 cars. The Properties are currently owned by Ulster County following the completion in 2020 of foreclosure proceedings against the prior owner. It is anticipated that the County will transfer the Properties to a local development corporation prior to proceeding with redevelopment activities that are contemplated in this RFEI, which may be accomplished through sale, lease or other disposition options that will facilitate an expedited redevelopment timeline.

This RFEI is intended as a preliminary step to determine the level of interest by developers and potential site users in redevelopment of the Properties, to explore interest in alternative methods of redevelopment (including public-private development models) and to solicit interest by firms and individuals who may assist the County with the redevelopment of the Properties.

Responses are sought from individuals or organizations with relevant experience and qualifications to assist the redevelopment project, real estate developers, and existing Ulster County businesses or out-of-county businesses that wish to relocate to the Properties, , and. Responses must indicate interest in one or more of the following tracks:

- TRACK 1: an interest to purchase all or a portion of the Properties,
- TRACK 2: an interest to lease or rent all or a portion of the Properties, and/or
- TRACK 3: an interest to provide services related to the redevelopment of the Properties.

2. PROJECT DESCRIPTION & GOALS:

The Enterprise West Redevelopment Project (the Project) intends to re-establish this portion of the former IBM site as a vital contributor to the economy of the County and the surrounding region through adaptive re-use of the existing office complex and through new development on under-utilized portions of the Properties. Through this Project, the County intends to advance the economic development strategy and goals identified in its Ulster 2040 economic development plan (<https://ulstercountyny.gov/ulster2040report>). The Project objective is to create a vibrant mix of uses and users on the Properties, including manufacturing, office, light industrial, educational, cultural, civic, recreational and/or residential, which will create a broad base of employment in a variety of industries and occupations and catalyze further redevelopment and investment in the surrounding area.

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REQUEST FOR EXPRESSIONS OF INTEREST REGARDING THE REDEVELOPMENT OF ULSTER
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Goals of the Project include:

- Support a diversified mix of new or retained firms and jobs in one or more of the industry clusters identified in the Ulster 2040 strategic plan, including: Makers & Creators, Climate & Energy, Agriculture/Food/Beverage, Health/Wellness/Care.
- Strengthen connections with and between existing local businesses, such as purchase/supplier networks, trade associations, training partnerships or networking opportunities, through a combination of proposed tenants, configuration and location of uses on the Properties, and programming in partnership with the County and/or its partners.
- Return the site to productive use in order to increase sales and property tax revenues for the local jurisdictions, including the Town of Ulster, the Kingston City School District, and the County.
- Improve equity through active engagement, recruitment and/or development of minority- and woman-owned businesses, worker-owned cooperatives, micro-enterprises and sole proprietors from throughout Ulster County and the region.
- Recognize, celebrate and enhance the Properties' assets, including the historical legacy of IBM's presence; the proximity of the Esopus Creek, Lincoln Park neighborhood and Ulster Ave commercial district; and the site's robust infrastructure, including transportation, sewer/water, electric and telecommunications.
- Advance the County's goals for a Green New Deal through the production and use of renewable energy, the use green building materials and practices, and the expansion of green businesses and jobs.
- Catalyze future redevelopment and investment in surrounding properties, especially the remaining portions of the former IBM campus, the Ulster Ave commercial corridor and the Hudson Valley Mall.

3. PROPERTY & BUILDING DETAILS

The Properties are located in the Town of Ulster, within Ulster County, NY, approximately 1 mile north of the City of Kingston, 1.5 miles north-northeast of Exit 19 on the NYS Thruway, and 2 miles west of the Kingston-Rhinecliff Bridge.

Prop. #	Sect/Blk/Lot	Address	Town	Property Class	Acres	Zoning
1	48.7-1-29.100	101-899 Enterprise Dr	Ulster	Office Building	24.7	OM – Office Manufacturing
2	48.7-1-29.200	605-695 Boices Ln	Ulster	Vacant Commercial	57.5	OM – Office Manufacturing

The Properties have excellent vehicle access to the local and Interstate highway network via US Route 209, Boices Lane and Enterprise Drive. The County's UCAT bus system services the Properties, with a sheltered bus stop located at the southern edge of Property 1.

Property 1 includes three attached buildings comprising approximately 400,000 SF as well as paved surface parking for approximately 1,700 vehicles.

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REQUEST FOR EXPRESSIONS OF INTEREST REGARDING THE REDEVELOPMENT OF ULSTER COUNTY ENTERPRISE WEST PROPERTIES

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Building #	Stories	SF/Floor	Const. Type	NFPA 13 Sprinkler
201	2	66,260	2A	Yes
202	4	58,520	2A	Yes
203	2	11,010	2A	Yes

Building 201 was the original building on Property 1, and it is fire-separated from Buildings 202 and 203, which were built at a later date and are not fire-separated.

New electrical and natural gas service connections to the buildings on Property 1 were installed in 2020, and a back-up generator provides emergency power. The nearby Lincoln Park substation is located less than ¼ mile from the Properties, with over 100,000v of supply. The Buildings are connected to municipal water and sewer systems. Multi-strand, redundant fiber connections to local and long-haul networks were at one time in service to the buildings but have not been reactivated or tested. Two loading docks and one overhead door are located on the west side of Building 203. Major building mechanical and roof upgrades were completed in 2005, and the building envelope is intact. HVAC and life-safety systems in building 201 are currently operational.

Additional information regarding the Properties and Buildings, including photographs, plans, drawings and past studies may be reviewed or downloaded via the following link: https://drive.google.com/drive/folders/1qZUs5-IM4lwGLjZw9bwGNW_rg-YW3HR?usp=sharing. The Buildings appear to be structurally sound, however the County makes no warranty as to the condition of the Buildings or Properties.

4. RFEI SUBMISSION REQUIREMENTS:

In order to be deemed responsive, all submissions under this RFEI shall provide sufficient level of detail to allow the County to a) identify the entity or entities who are responding and their relevant qualifications and experience, b) understand the Track or Tracks for which the entity or entities are expressing interest and c) evaluate the submission’s responsiveness to the County’s Project Goals. All responses to this RFEI shall include:

- A formal letter of interest (on letterhead if applicable), stating the Track or Tracks for which interest is being expressed, describing in summary the respondent’s experience in undertaking similar projects and the general history of the individual/firm/entity (including the legal name, type of organization, and DUNS number if applicable), and explaining how the respondent will assist the County to accomplish one or more of the goals described in Section 2 of this RFEI.
- A narrative proposal, along with accompanying images, drawings, graphics or maps as appropriate, that complies with the relevant submission requirements described below for each Track for which the respondent wishes to express interest.

If responding to express interest in TRACK 1 (to purchase all or a portion of the Properties), the response must include:

- A detailed description of the premises which the respondent is expressing an interest to purchase, including a map or diagram that visually identifies such premises and a narrative description of the premises;

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- A detailed listing of the types and quantities of jobs that may be retained and created as a result of the Project, with estimates of hourly or annual wages for each job type;
- A preliminary sketch plan and preliminary conceptual elevation drawings or photo-representations of the proposed adaptive re-use of the existing Buildings and/or new buildings to be constructed and any other proposed site improvements;
- A proposed purchase price, or a description of the additional information that is deemed by the respondent to be necessary in order to arrive at a proposed purchase price;
- A description of any terms or conditions that may apply to the respondent's interest in purchasing the described premises, such as development incentives, waivers, permits, inspections, indemnifications or otherwise;
- Resumes of key personnel and/or partners who would participate in the Project if the respondent is selected;
- Examples of at least three (3) past projects that best illustrate the respondent's qualifications to undertake the Project, including a project description (with images if applicable), beginning and ending dates, location, project budget and client references; and
- A description of the respondent's financial capacity to undertake the Project, including a preliminary Sources and Uses table that identifies the type/amount of debt/equity sources and a breakdown of uses of those funds for the Project.
- An approximate timetable for initiating the Project and an estimated completion date.

If responding to express interest in TRACK 2 (to lease all or a portion of the Properties), the response must include:

- A detailed description of the premises which the respondent is expressing an interest to lease, including a map or diagram that visually identifies such premises and a narrative description of the premises;
- A detailed listing of the types and quantities of jobs that may be retained and created as a result of the Project, with estimates of hourly or annual wages for each job type;
- A preliminary sketch plan and preliminary conceptual elevation drawings or photo-representations of the proposed adaptive re-use of the existing Buildings and/or new buildings to be constructed and any other proposed site improvements;
- A proposed lease price, on a per-square-foot per-year basis, not including utilities, common-area maintenance (CAM) charges or taxes, or an estimated yearly net amount to be paid to the owner of the Properties, or a description of the additional information that is deemed by the respondent to be necessary in order to arrive at a proposed lease price;
- A description of any terms or conditions that may apply to the respondent's interest in leasing the described premises, such as lease terms, development incentives, waivers, permits, inspections, indemnifications or otherwise;
- An approximate timetable for commencing the lease and a desired move-in date.

If responding to express interest in TRACK 3 (to provide services related to the redevelopment of the Properties), the response must include:

- A detailed description of the services that the respondent proposes to provide, including a description of any work products or deliverables that will be produced and how those services,

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work products or deliverables can be expected to assist the County to accomplish the goals described in Section 2;

- A proposed budget for the services to be provided by the respondent, including a narrative justification for the proposed budget, which should include a breakdown of costs by task, deliverable or work product and hourly rates;
- A description of any terms or conditions that may apply to the respondent’s interest in providing services related to the Project, such as intellectual property ownership, payment terms, insurance requirements, etc.;
- Resumes of key personnel and/or partners who would participate in the Project if the respondent is selected;
- Examples of at least three (3) past projects that best illustrate the respondent’s qualifications to undertake the Project, including a project description, beginning and ending dates, location, project budget and client references; and
- A description of the respondent’s financial capacity to undertake the Project, recognizing that any contract for services that may arise as a result of the respondent’s submission will not provide advance payment for services to be rendered.
- An approximate timetable for initiating the Project and an estimated completion date.

5. SUBMISSION DEADLINE:

All interested parties should submit responses as instructed in this document, clearly marked “Response to RFEI for Enterprise West” by February 26, 2021.

6. ANTICIPATED USES OF RESPONSES TO THIS RFEI

The County is committed to an open and transparent process for the selection of a partners who may assist with the redevelopment of the Properties. A Request for Expression of Interest process is being utilized as an initial step to determine the level of interest within the development and business community for participation in the redevelopment of the Site. Upon review of the responses to the RFEI, the County may invite one or more respondents to submit a response to a more detailed Request for Additional Information or interviews where a higher level of information is needed.

The County reserves the right:

- a) To enter into exclusive negotiations with one or more preferred partners;
- b) To modify the process in its sole discretion, upon notice to all affected parties; and
- c) To take no further action with regard to this RFEI or Project.

Responses to this RFEI are not considered an offer and cannot be accepted by the County to form a binding contract. All costs submitted as part of a response to this RFEI are for budgetary planning purposes only and are not considered to be a bid. Responders will not necessarily be notified the result of this RFEI, interviews, or future solicitation opportunities.

Responding to this RFEI is not a condition for eligibility to respond to any subsequent solicitation or request issued by the County. Further, submitting a response to this RFEI does not create any rights or privileges with respect to any subsequently issued solicitation or request.

All responses shall become the property of the County.

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7. **SELECTION PROCEDURE:**

Responses to the RFEI will be reviewed and rated in accordance with evaluation criteria in this RFEI. Ulster County will rank the firms that respond and select the firm(s) ranked as most qualified to meet the County's and Project needs. The review and rating of the responses will inform, but not necessarily determine, a decision to proceed with any further requests or solicitations. The highest-ranking respondents may be recommended for interviews with the selection committee.

8. **SELECTION CRITERIA**

The evaluation criteria for selecting one or more firms that may be requested to submit more detailed proposals in the future shall include:

- Quality and Impact of the Proposed Project
 - The extent to which the response addresses the Project Goals stated in Section 2 clearly and with compelling evidence that the respondent can best assist the County to accomplish those goals
 - The extent to which the response advances the goals and objectives of the Ulster 2040 economic development strategy
 - Consistency and compatibility of the proposed Project with applicable standards, laws and regulations, including local zoning regulations and pre-existing plans at the local, county and regional level
- Qualifications and Experience
 - Experience with similar projects
 - Experience working with municipalities and local agencies
 - Past performance, as reported by client references
- Financial and Financing Considerations
 - Financial viability of the proposed project
 - Evidence of financial capacity to complete the project
 - Types and amounts of public investments requested

The County reserves the right to request supplemental information from respondents as may be required to fully evaluate each submission, as well as the right to reject any or all responses.

9. **METHOD OF AWARD:**

The outcomes of this RFEI process may include the selection of one or more respondents to purchase or lease the Properties and/or to provide services in support of the redevelopment of the properties, or to enter into a letter of intent for purchase or lease of the Properties. In the event that any party is selected to enter into a letter of intent, that party will be afforded a period of due diligence during which additional evaluations of the Properties and/or Buildings may be performed prior to the submission of a final offer and agreements.

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If during the period of the letter of intent a selected party chooses to withdraw from the process based on information discovered during due diligence or progress in negotiation, the letter of intent shall be extinguished, and the County will have the right to negotiate with other parties.

10. CONTRACT FORM:

This RFEI may lead to a development agreement, contract for services, contract of sale, and/or lease to be executed between the selected respondent(s), Ulster County and the local development corporation. The contract will contain all of the required services necessary to complete the Project as specified in this RFEI and any other negotiated requirements.

11. QUESTIONS:

All questions must be submitted in writing and received by 5:00 PM on February 16, 2021. Submissions must be directed to the Ulster County Purchasing Department via fax or email using the form found at the end of this RFEI. All questions submitted will receive a written response. No oral interpretations as to the meaning of this RFEI or revisions to this RFEI will be made. Any interpretation deemed necessary by the County will be in the form of an addendum to this RFEI and, when issued, will be delivered as promptly as is practicable to all parties to whom this RFEI has been issued. All addenda shall become part of the RFEI. Responders shall not rely upon any oral statements or conversations they may have with Ulster County employees or third parties regarding this RFEI.

12. PRE- RESPONSE MEETING AND TOUR OF EXISTING SITE:

There will be an optional (non-mandatory) pre-response walk through of the Properties and Buildings on February 2, 2021 beginning at 10:00 am at the southern parking lot of Property 1 near the intersection of Enterprise Drive and Boices Lane, at which time access to the buildings on the site will be made available (see Property & Building Details for other data concerning the site). Access guidelines in accordance with COVID-19 restrictions in effect at the time shall be followed. Responders may visit the site but not access the buildings prior to the meeting. Visits shall be scheduled through the Department of Public Works who can be reached at (845) 340-3100. In the event that a responder wishes to attend the pre-response meeting via video conference, arrangements may be made in advance by calling the Ulster County Department of Economic Development at (845) 340-3556. Every attempt will be made to accommodate such requests, though the County cannot guarantee the quality or availability of video conference connections.

13. GENERAL INFORMATION:

- A. This RFEI is not to be construed as creating a contractual relationship between the County and any firm submitting a response.
- B. The County reserves the right to reject any or all responses. The County may also elect to cancel this solicitation or re-advertise this RFEI entirely.
- C. By submitting a response to this RFEI, the firm represents that it has examined and understands this RFEI and is fully informed of all the requirements within it. All terms and conditions set forth in this RFEI are accepted and must be incorporated in the submission unless explicit exception is made to the individual items and accepted by the County.

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- D. By submitting a response, the firm represents it has the ability to meet the requirements in this RFEI.
- E. By submitting a response, the firm agrees and accepts that all materials submitted in the response become the property of Ulster County to use as it sees fit to meet its governmental purposes, and that the firm relinquishes any and all intellectual or contractual rights to material contained in the response.
- F. The County shall have no obligation of liability to any firm responding to this RFEI.

14. FREEDOM OF INFORMATION:

The successful firm agrees to comply with the Freedom of Information Law 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. Submissions in response to this RFEI shall be considered public documents and, with limited exceptions, all submissions, including submissions that are recommended for award, will be available for inspection and copying by the public.

If a firm considers any portion of its proposal to be protected under the law, the firm shall early identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, Ulster 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 firm of the request and allow the firm five days to take whatever action it deems necessary to protect its interests. If the firm fails or neglects to take such action within said period, the County will release portions of the submission deemed subject to disclosure. By making a submission, the firm assents to the procedure outlined in this paragraph and shall have no claim against Ulster County on account of actions taken under such procedure

15. RULES, REGULATIONS, LICENSING AND OTHER REQUIREMENTS

The respondent and staff shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest. Respondents are presumed to be familiar with all Federal, State, and Local laws, ordinances, codes, rules, and regulations that may affect the services to be provided. Respondents are to be properly insured and bonded.

16. EQUAL EMPLOYMENT OPPORTUNITY

Respondents agree that there will not be discrimination as to race, sex, religion, color, age, creed or national origin in regard to obligations, work and services performed under the terms of any contract ensuing from this RFEI. Respondents must agree to comply with Executive Order #11246 entitled "Equal Employment Opportunity" and as amended by Executive Order #11375, as supplemented by the Department of Labor Regulations (41 CFR Part 60). In submitting their responses, respondents are representing that the personnel described in their responses shall be available to perform the services described, barring illness, accident, or other unforeseeable events of a similar nature in which cases the respondent must be able to provide a qualified replacement. Furthermore, all personnel shall be considered to be, at all times, the sole employees of the respondent under its sole direction, and not employees or agents of Ulster County.

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TIME TABLE FOR REQUEST FOR PROPOSAL

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

February 16, 2021	Last day to submit written inquiries
February 26, 2021	Due Date for Proposals
Week of March 1, 2021	Selection Committee evaluates Proposals
Week of March 8, 2021	Oral Interviews by Invited Companies
Week of March 15, 2021	Notice of Intent to Award
April 1, 2021	Contract Start Date

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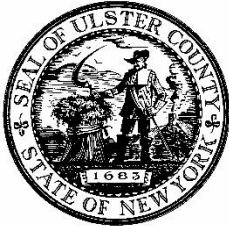
REQUEST FOR EXPRESSIONS OF INTEREST REGARDING THE REDEVELOPMENT OF ULSTER COUNTY ENTERPRISE WEST PROPERTIES

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(Rev. 11.01.19)

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]**, a [to be completed by the County Attorney’s Office] with principal offices at [Enter Firm’s business address] (the “**Firm**”), (each, a “**Party**,” together, the “**Parties**”).

RECITALS

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

WHEREAS, the County solicited, through its RFP No. _____, proposals for [state brief description of RFP services]; and

WHEREAS, the Firm was a successful proposer; 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] [pursuant to RFP No. _____ and the Firm’s Response to RFP No. _____] 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 Parties hereby agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The Firm agrees to perform the services identified in Schedule A, the Scope of Services (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__**. In accordance with the RFP and with written notice to the Firm, the County may extend the Term of this Agreement at its sole discretion for up to [_____] additional [one (1) year] periods.

ARTICLE 3 - COMPENSATION

A [**CHOOSE ONE- fixed fee OR not-to-exceed**] amount of [**WRITE OUT DOLLAR AMOUNT IN CAPS**] AND **__/100 (\$.) DOLLARS** has been established for the Services to be rendered by the Firm. Costs in excess of the above 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 will not be responsible for any additional costs, or costs in excess of the above

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cost, if authorization by the Executive or the Purchasing Director is not given in writing prior to the performance of any services giving rise to such excess or additional costs. The County shall be invoiced and make payments as described in Schedule B, "Fees, Expenses, and Submissions for Payment."

In the event that the Firm receives payments, from any source whatsoever, in consideration for the same Services provided to the County under this Agreement, the monetary obligation of the County hereunder will be reduced by an equivalent amount, provided, however, that nothing contained herein will 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: <http://www.governor.ny.gov/executiveorder/38>.

ARTICLE 4 - EXECUTORY CLAUSE

The County will 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 if funds are not appropriated, available, or are reduced for this Agreement.

The Firm understands and agrees that the dollar amounts identified in this Agreement are based upon funding allocations from the State of New York 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 funding to the County for any payment to be made or which has been made under this Agreement, by the County to the Firm, is reduced for any reason whatsoever, then the County may (i) deduct and withhold from any future payment(s) an amount equal to the reduction in funding, or (ii) otherwise recover from the Firm the amount of the reduction. It is understood that based upon changes in the state and/or 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 amounts to be paid 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 will have the right to annul this Agreement without 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, will not constitute the sole remedy afforded to the County for such breach or violation, nor will 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 will 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 will 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, will have any such interest, direct or indirect, in this Agreement, or in the proceeds thereof, unless such person (i) is

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required by the Ulster County Ethics and Disclosure 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. The law and disclosure form may be accessed electronically at <https://ulstercountyny.gov/board-of-ethics>.

For a breach or violation of such representations or warranties, the County will have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder, and the Firm must not make claim for, nor be entitled to recover any sum or sums otherwise due under this Agreement. This remedy, if effected, will not constitute the sole remedy afforded to the County for such breach or violation, nor will 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 that 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 the 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 the Firm's status in this regard, or any failure by the Firm to immediately notify the County Attorney of any change in such status will 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 the 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 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

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“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 (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 will 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 Firm, and shall not act as agent for or on behalf of the County, nor will the Firm represent the County, or bind the County in any manner. 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 Firm, the Firm covenants and agrees that neither it, nor its employees or agents, will proclaim themselves 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 will 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.

Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership, or joint venture, or any other fiduciary relationship.

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 will be void, and any Services provided thereunder will not be compensated. Any assignment properly consented to by the Executive or the Purchasing Director will be subject to all of the terms and conditions of this Agreement.

Failure of the Firm to obtain any required consent to any assignment will be grounds for termination for cause at the option of the County, and if this Agreement be so terminated, the County will thereupon be relieved and discharged from any further

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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 Article 2 of Chapter 12 of the New York Debtor and Creditor Law, 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 will 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, will 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 15 of this Agreement between the County and the Firm.

Upon signing this Agreement, the Firm shall provide the Department Head with the names and scope of work of any and all subcontractors to be used in the performance of the Firm's obligations pursuant to this Agreement. Furthermore, upon the County's request, 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 will not in any way be relieved of any responsibility under this Agreement by any subcontract.

[The Firm shall not subcontract any of its obligations under this Agreement.]

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 will 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.

ARTICLE 14 – PRIVACY AND SECURITY

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 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

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simultaneously with this Agreement.

ARTICLE 15 - 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 will 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 will 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, will not relieve the Firm of its responsibilities pursuant to this Article 15.

The Firm shall hold Confidential Information in trust and confidence, and must 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 must 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 15, 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 15, 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, the Firm shall obtain from each of its subcontractors, a confidentiality agreement running to the benefit of the County that is substantively identical to this Article 15. Further, at any time, if requested by the County, the Firm shall obtain such an agreement from the officers, directors, agents, representatives, or employees of the Firm and/or any of its subcontractors.

ARTICLE 16 – OWNERSHIP OF CONFIDENTIAL INFORMATION

Notwithstanding any other provision herein to the contrary:

- A. All Confidential Information, as defined in Article 15, 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.
- B. To the extent that copies of Confidential Information are authorized by the County to be retained by the Firm, such

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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 occurs later, and thereafter disposed of at the County’s direction.

ARTICLE 17 – INTENTIONALLY LEFT BLANK

ARTICLE 18 – 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 19 – RETENTION OF 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.

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 occurs later. The County, any New York State and/or federal auditors, and any other persons duly authorized by the County, will 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 will not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

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 must 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 will mean recruitment, employment, job assignment,

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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 will be performed within the State of New York, the Firm agrees that neither it, nor its subcontractors, will, 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, will 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.

The Firm understands that the County has established a Sexual Harassment Prevention Policy and Discriminatory Harassment Prevention Policy which applies to all contractors and non-employees conducting business with the County. These policies may be accessed electronically at <https://ulstercountyny.gov/ulster-county-compliance-plan>.

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 must 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) will 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 will not in any way limit the Firm's liability under this Agreement.

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 will have the option to pay any necessary premiums to keep such insurance in effect, and charge the cost back to the Firm.

To the extent it is commercially available, each policy of insurance must be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it must be provided on a "claims made" basis, and all such "claims made" policies must 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. 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
- C. The Firm must give immediate notice 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.

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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 will 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 will 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

The Firm shall be responsible 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, will not constitute the sole or exclusive remedies afforded to the County for such deficiencies, nor will 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 will have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder, and the Firm must neither make claim for, nor be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, will not constitute the sole remedy afforded to the County for such breach or violation, nor will 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, will 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 will have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

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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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 will 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 – EXTENSIONS AND DELAYS

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 will 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 not 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 will 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.

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.

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

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.

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 reasons 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 will 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 will 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

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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The County will 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 will 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 - DISPUTES

In the event of a dispute arising from this Agreement, the Firm shall be liable to the County for reasonable attorney’s fees, costs, expenses and disbursements incurred by the County in enforcing its legal and/or equitable rights pursuant to this Agreement by reason of the failure of the Firm to comply with any of the terms, conditions or warranties of this Agreement, express or implied, and/or the exercise of County’s remedies with respect thereto, and/or any error, omission and/or professional negligence of the Firm or its subcontractors, including but not limited to all attorney’s fees, costs, expenses and disbursements incurred by the County in prosecuting a lawsuit against the Firm, seeking Indemnification pursuant to Article 23, obtaining Correction of Deficiencies pursuant to Article 24, Termination pursuant to Article 28, and/or Set-Off Rights pursuant to Article 29. The Firm shall further be liable to the County for all prejudgment interest on any award of attorney’s fees, costs, expenses and disbursements so awarded. This provision shall survive completion of the Services and/or the expiration or termination of this Agreement.

ARTICLE 32 - GOVERNING LAW

This Agreement is governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

ARTICLE 33 – 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, workers, 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 New York State Commissioner of Labor.

ARTICLE 34 - 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 provision. None of the conditions of this Agreement will 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 will not affect the validity of any other provision, or the application of any other provision of this Agreement.

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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ARTICLE 35 - 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, will 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 36 - 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 37 - ENTIRE AGREEMENT

The rights and obligations of the Parties and their respective agents, successors and assignees will 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 38 - 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 15 (Confidentiality), Article 16 (Ownership of Confidential Information), Article 17 (Intellectual Property), Article 18 (Publicity), Article 19 (Retention of Records), Article 23 (Indemnification), Article 24 (Responsibility to Correct Deficiencies), Article 26 (Protection of County Property), and Article 29 (Set-Off Rights) will survive completion of the Services and/or the expiration or termination of this Agreement.

ARTICLE 39 - 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 will be in writing, will 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 will be effective when received. Notice addresses are as follows:

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

County:
Ulster County [Insert Department Name]
Attention: [Insert Department Head Title]
[Insert Department’s Physical Address]
Kingston, New York 12401

Any communication or notice regarding indemnification, termination, litigation, or proposed changes to the terms and conditions of this Agreement will be deemed to have been duly made upon receipt by both the County’s Department of [Insert your Department] 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
Attention: County Attorney
Post Office Box 1800
Kingston, New York 12402

Physical Address:
County of Ulster
Attention: 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 40 - MODIFICATION

COUNTY OF ULSTER – PURCHASING DEPARTMENT

244 Fair Street, Third Floor, Kingston, NY 12401

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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, and no payment will 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 must 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 will apply with full force and effect to the terms and conditions contained in such Addendum, Amendment, or Change Order.

ARTICLE 41 – FORCE MAJEURE

Neither Party hereto will 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 will 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 not 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 will 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 42 - HEADINGS AND DEFINED TERMS

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

ARTICLE 43 – COUNTERPARTS

The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, and all of which taken together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, email in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document has the same effect as delivery of an executed original of 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]

(Approved as to content)

By: _____

NAME: [Department Head]

TITLE: [Department Head]

DATE: _____

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COUNTY OF ULSTER

By: _____
NAME: Edward M. Jordan
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

***Please number all paragraphs.**

***Please explain the following in individual paragraphs (one idea/point per paragraph):**

1. State that the Firm will be performing the Services for the County. (Example: *The Firm shall perform engineering design Services for the County's Department of Public Works.*)
2. Provide a detailed description of **WHAT** Services the Firm shall perform for the County.
3. State **WHERE** the Services shall be performed by the Firm.
4. State **HOW** the Services are to be performed by the Firm.
5. State **WHEN** the Services shall be performed by the Firm.
6. Provide a detailed description of **WHAT** outcomes/products/deliverables are expected upon completion of the Services.
7. State **WHEN** the work products/reports/deliverables are due.
8. State **WHERE and to WHOM** the work product/reports/deliverables are to be delivered.

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244 Fair Street, Third Floor, Kingston, NY 12401

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SCHEDULE B
FEES, EXPENSES, AND SUBMISSIONS FOR PAYMENT

DIRECTIONS - How to draft the contents of this Schedule:

- **If the Firm’s invoices/payments for this Agreement are approved, directed, authorized, and/or made by NYS, and are processed through the County’s Department of Finance rather than the County Comptroller’s Office, please contact the County Attorney’s Office for specific language.**
- **Please number all paragraphs.**
- **Contracts should have a not-to-exceed or fixed fee dollar amount.**
- **Paragraph 2 may be modified to reflect the specific details of this Agreement; for example, to include hourly rates, or to be billed on a weekly basis, or a fixed fee with equal monthly payments, etc.**

1. The Firm’s fee for Services shall not exceed the amount of [ENTER WRITTEN DOLLAR AMOUNT] AND ___/100 (\$.00) DOLLARS for the Term of this Agreement.
2. The Firm shall invoice the County’s [Enter Department Name here] on a [weekly/monthly/quarterly] basis for the Services provided, at a rate of [ENTER WRITTEN DOLLAR AMOUNT] AND ___/100 (\$.00) DOLLARS per [hour/day/week/month], which shall not exceed the amount of [ENTER WRITTEN DOLLAR AMOUNT] AND ___/100 (\$.00) DOLLARS per [week/month/quarter].
3. The Firm shall submit to the County original invoices for payment.
4. The Firm shall submit its invoices by the [write out: first, tenth, etc.] (__th) day of each [month/quarter], for the Services provided during the previous [month/quarter].

➤ **You may choose to use a chart like the example below for quarterly or semi-annual invoices/payments:**

[4. The Firm shall submit its invoices to the County according to the schedule below:]

Dates of Services Provided:	Invoice submitted no later than:
January 1, 20XX – March 31, 20XX	April 20, 20XX
April 1, 20XX – June 30, 20XX	July 20, 20XX
July 1, 20XX– September 30, 20XX	October 20, 20XX
October 1, 20XX – December 31, 20XX	January 30, 20XY

➤ **You may choose to use the following for Firms paid pursuant to New York State budget allocations:**

4. The Firm shall submit its invoices by the [write out: first, tenth, etc.] (__th) day of each [month/quarter] for the Service provided during the previous [month/quarter] with the understanding that the Firm will begin submitting invoices after the New York State budget has provided for allocation of funds.]
5. The Firm’s invoices must contain, or have attached, sufficient supporting detail, as reasonably required by the County, to verify the claim.
6. In no event shall claims be submitted in advance or accrued prior to expenditure.
7. The Firm’s final invoice under this Agreement shall be submitted by the [write out: tenth, thirtieth, etc.] (__th) day of the

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month following the ending date contained in Article 2 (Term of Agreement).

8. The County will remit payment to the Firm within sixty (60) days of approval of the invoice by the [Department Head Title] of the County's Department of [Department Name] and the Ulster County Comptroller.
9. Notwithstanding any other term or provision of this Agreement, including this Schedule B, the Firm's invoices, together with all documentation required, must be promptly and timely submitted. The County reserves the right to reject payment of invoices that are submitted more than one hundred twenty (120) days after the required submission date set forth above, regardless of whether the service, work, or delivery was rendered.
10. The Firm agrees to meet any additional invoicing requirements that the County may from time to time require, with reasonable notice to the Firm.

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PLEASE BRING THESE INSURANCE REQUIREMENTS TO YOUR INSURANCE AGENT TO ENSURE PROPER COVERAGE AND LIMITS ARE IN PLACE. FAILURE TO PROVIDE CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIREMENTS BELOW, SHALL DELAY CONTRACT EXECUTION.

SCHEDULE C
COUNTY OF ULSTER CONTRACT INSURANCE REQUIREMENTS

I. 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 documents as and when requested by the County. Upon policy renewal, the Firm shall submit updated insurance policy information.

II. 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” for all certificates 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 [ten (10) days for non-payment of premium] from the Insurer, its agents or representatives.

The Firm agrees to indemnify the County of Ulster for any applicable deductibles and self-insured retentions.

III. 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.

IV. 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

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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**
- 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>

V. 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>

VI. 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 and 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 not less than **TWO MILLION AND 00/100 (\$2,000,000.00) 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.

VII. UMBRELLA LIABILITY OR EXCESS LIABILITY INSURANCE

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244 Fair Street, Third Floor, Kingston, NY 12401

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Umbrella Liability or Excess Liability Insurance shall be provided by the Firm in an amount not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS**.

NOTE: As long as all minimum underlying limits have been met, insurance limits may be a total combined limit of the Umbrella/Excess Liability limits and the underlying liability insurance limits.

The Umbrella/Excess Liability coverage MUST be written on a follow-form (drop down) basis to the underlying insurance coverage with no additional exclusions.

“Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Umbrella policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

VIII. 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:

- a. All owned vehicles
- b. Any hired automobile
- c. Any non-owned automobile
- d. “Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Auto Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

IX. PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE, MEDIA LIABILITY, ERRORS & OMISSIONS 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** for each occurrence and in an amount of not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate.

X. CYBER LIABILITY INSURANCE

If this box is checked, Cyber Liability Insurance shall be provided by the Firm in an amount not less than **FIVE MILLION AND 00/100 (\$5,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **FIVE MILLION AND 00/100 (\$5,000,000.00) DOLLARS** general aggregate. **Copies of policy must be submitted with certificate of insurance.**

XI. SEXUAL ABUSE & MOLESTATION COVERAGE

If this box is checked, Sexual Abuse & Molestation Coverage shall be provided by the Firm 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 **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate.

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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**Please Return the Following
Sheets with Your Submission**

ADDRESS SHEET

MAIL RFEI INFORMATION TO:

FIRM NAME: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: _____ 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 RFEI. 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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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: _____

FIRM NAME _____

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**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 RFEI.

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.)"

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CERTIFICATION AND SIGNATURE FORM

AFFIDAVIT OF NON-COLLUSION

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

BUSINESS ADDRESS: _____

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 an 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 RFEI, I certify I have read, am familiar with and will comply with any and all segments of these specifications.**

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

Signature & Company Position

Print Name & Company Position

Company Name

Date Signed

Federal I.D. Number

RESPONDER NAME: _____

FIRM NAME _____

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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 _____ 2021

Notary Public: _____

FIRM NAME _____

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MACBRIDE FAIR EMPLOYMENT PRINCIPLES

Ulster County Resolution 108 of March 8, 2001, in an attempt to prevent discrimination in all forms, provides the requirement that vendors who do business with Ulster County read, initial and return the attached statement as part of their official document.

Please read and initial **either** Statement #1 or Statement #2.

DO NOT INITIAL BOTH STATEMENTS.

- ___1. The Bidder, and any individual or legal entity in which the Bidder holds a 10% or greater ownership interest and any individual or legal entity that holds a 10% or greater ownership interest in the Bidder, has no business operations in Northern Ireland.

- ___2. The Bidder, and any individual or legal entity in which the Bidder holds a 10% or greater ownership interest and any individual or legal entity that holds a 10% or greater ownership interest in the Bidder shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles and shall permit the independent monitoring of their compliance with such principles.

AUTHORIZED SIGNATURE

PRINT NAME:

FIRM NAME_____

