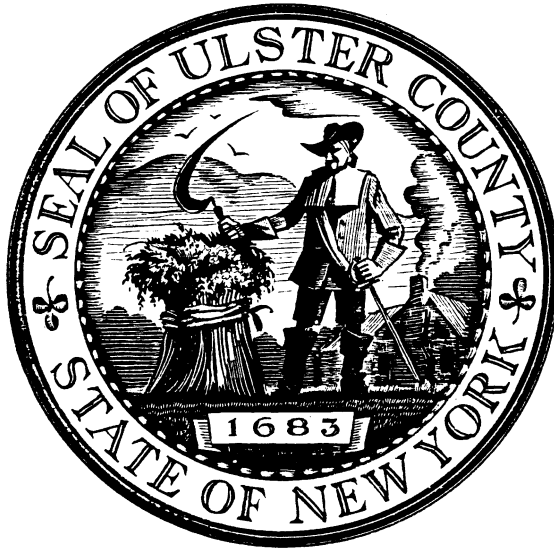


COUNTY OF ULSTER REQUEST FOR PROPOSALS



RFP-UC18-050

Ulster County IDA Informational Video

***ULSTER COUNTY PURCHASING DEPARTMENT
ED JORDAN
INTERIM DIRECTOR OF PURCHASING
244 FAIR STREET 3RD FLOOR
PO BOX 1800
KINGSTON, NY 12402***

RECEIPT CONFIRMATION FORM

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

Michael Maphis; Buyer
Ulster County Purchasing Department
244 Fair Street, 3rd Floor Kingston, NY 12401
Telephone: (845) 340-3999 Fax: (845) 340-3434
RFP-UC18-050: Ulster County IDA Informational Video

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Phone Number: _____ EXT: _____ Fax Number: _____

Email: _____

I have received a copy of the above noted PROPOSAL.

_____ We will be submitting a PROPOSAL

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

Signature: _____

Title: _____

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

REQUEST FOR PROPOSAL

DATE: June 21st, 2018

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

RFP NAME: Ulster County IDA Informational VIDEO

RFP NUMBER: RFP-UC18-050

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

SUBMISSION DATE: Friday, July 6th, 2018 at 4:00 P.M.

Proposals received after the time specified will not be opened.

CONTACT PERSON: Michael Maphis; Buyer
Ph: (845) 340-3999 Email: mmap@co.ulster.ny.us

PROPOSALS **MUST** BE SUBMITTED IN A **SEALED** ENVELOPE OR PACKAGE.

PRINT (ON THE FACE OF ENVELOPE): 1) NAME & ADDRESS OF COMPANY
2) RFP NAME & NUMBER

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

By: ED JORDAN
Interim Director of Purchasing

REQUEST FOR PROPOSAL

1.0 Purpose

The Ulster County Industrial Development Agency (UCIDA) is looking to contract with a marketing and video production firm to create an informational video on the UCIDA's economic benefits to Ulster County and incentives to Ulster County businesses.

2.0 PROPOSAL/SUBMITTAL RETURN DATE

2.1 RETURN CONFIRMATION FORM

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

2.2 RETURN DATE

One unbound original, six (6) photocopies, and one electronic copy (CD or thumb drive) of the proposal and other required documents containing the entire proposal must be submitted, sealed in an opaque envelope/package clearly marked on the outside with the name and number of the RFP, and the name and address of the responder. All copies and the original document must be clearly identified as such. **The Original Document is defined as the copy containing the original ink signed signature pages.**

Proposals must be received no later than **4:00 P.M. on July 6th, 2018** at the following address:

**Ulster County Purchasing
Ed Jordan, Interim Director of Purchasing
PO Box 1800
244 Fair St 3rd Floor
Kingston, NY 12401**

2.3 SUBMISSION CONDITIONS

The Proposal submitted by the individual Responder(s) is the document upon which Ulster County will make its initial judgment regarding the Responders qualifications, understanding of the County's scope and objectives, methodology, and ability to perform services under the contract.

Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by County of Ulster to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.

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Submission of a proposal indicates acceptance of the conditions contained in this RFP, unless clearly and specifically noted otherwise in the proposal.

Proposals will remain valid until the execution of a contract by Ulster County, unless otherwise rejected consistent with this RFP.

Oral, faxed, or telephoned submittals, or modification thereof, will not be accepted. The County of Ulster reserves the right to waive any and all informalities and to disregard all nonconforming, non-responsive or conditional Proposals. Ulster County reserves the right to reject any or all proposals.

The County of Ulster may, at any time by written notification to all Responders, change any portion of the RFP described and detailed herein.

2.4 GENERAL GUIDELINES

This section of the RFP provides general guidance for preparing proposals. Specific instructions on the format and content of the proposal are contained in Section **9.0 SUBMITTAL CONTENT AND FORMAT**. The responder's proposal must include all data and information requested by the RFP and must be submitted in accordance with these instructions. The proposal shall be compliant with the requirements as stated in the General Specifications specified in this RFP. Nonconformance with the instructions provided in the RFP may result in an unfavorable proposal evaluation.

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

Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired. Similarly, for oral presentations, elaborate productions are unnecessary and not desired.

All submitted proposals become the property of Ulster County. The County Purchasing Department will retain one copy of all unsuccessful proposals and will destroy extra copies of such unsuccessful proposals.

2.5 QUESTIONS/CLARIFICATIONS

No oral interpretations as to the meaning of the RFP or revisions to the RFP will be made for any responder.

Requests for clarification or interpretation shall be made in writing and directed to

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

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Ed Jordan, Interim Director of Purchasing,
Ulster County Purchasing,
244 Fair St 3rd Floor
Kingston, NY 12402
Email ejor@co.ulster.ny.us or Fax 845-340-3434

At least seven (7) calendar days before the date established for submitting proposals. Inquiries will not be considered after that date. Transmittal of questions via facsimile is acceptable.

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

3.0 QUALIFICATION OF RESPONDENT

Each responder shall provide a statement of qualifications as required by these specifications.

The County of Ulster may make such investigations it deems necessary to determine the ability of the responder to perform the work. The responder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any proposal if the information submitted by, or investigation of, such responder fails to satisfy the County that such responder is properly qualified to carry out the obligations set forth in this RFP and/or the resulting contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

4.0 PRE-PROPOSAL MEETING (VENDOR'S CONFERENCE)

A pre-proposal meeting is not scheduled at this time.

5.0 METHOD OF AWARD

It is the intention of the County that the award of this project shall be made to the responder whose total proposal, in the opinion of Ulster County, best meets the established criteria listed herein. All aspects of evaluation will be taken into consideration in awarding the project.

It is understood by the parties that the contract resulting from this RFP shall be executed only to the extent of the monies available to the County of Ulster.

A notice of award shall not be binding upon the County until the contract has been fully executed by both parties.

6.0 CONTRACT PERIOD

The term of the contract will be from award date to satisfactory completion and acceptance by Ulster County.

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

A Notice of Award shall not be binding upon the County until the contract has been fully executed by both parties and approved by the County Executive and Ulster County Legislature.

7.0 EVALUATION CRITERIA

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

The submitted proposals will be evaluated based on the following criteria:

OVERALL PLAN TO PROVIDE REQUIRED SERVICES

- Completeness of responder’s proposed plan to create an informational video
- Demonstrated capability of the responder to satisfactorily meet not only the requirements outlined in this document but all necessary phases of the program
- Plan to accomplish all required tasks

FEE/PRICING PROPOSAL

- Cost of proposal
- Reasonableness of fees and budget
- Reasonableness of optional fees

QUALIFICATIONS AND EXPERIENCE

- Responder’s experience with projects of similar size and scope
- Personnel qualifications and experience
- Responder’s business history and viability
- References

UNDERSTANDING OF COUNTY’S GOALS AND OBJECTIVES

- Responder understands and proposal addresses the needs of the County and offers a program that will meet or exceed the County’s objectives

LOCAL ECONOMIC DEVELOPMENT

- Vendors located within Ulster County will receive five points
- Vendors located within a contiguous county will receive three points
- Vendors located within New York State will receive one point

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8.0 INTERVIEWS

If the Evaluation Committee determines necessary, interviews may be scheduled with selected responders as soon as possible after the initial evaluation. This will permit further evaluation and to allow the Evaluation Committee to inquire further into the experience the responder has had on similar projects, willingness and ability to work closely with Ulster County staff and others, thorough understanding of the various aspects of the requirements, and ability to maintain a schedule and complete the services on time and other matters deemed pertinent.

9.0 SUBMITTAL CONTENT AND FORMAT

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

SECTION I

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

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

SECTION II: QUALIFICATIONS AND EXPERIENCE

Each Responder will provide:

- Brief history of their company;
- Describe their professional qualifications;
- Prior experience in similar projects;
- Demonstrated capabilities, including demonstrated ability to work effectively with other service and system providers (e.g., County government);
- History of regulatory compliance, fiscal solvency and budget performance;
- Contract compliance;
- Accuracy and timeliness of reporting;
- Management structure and ability to support projects of this scope;
- Ability to recruit and retain staff; and
- Commitment to staff development.

Provide examples of how changes implemented to other programs managed by the company have improved operations and resulted in cost savings.

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Identify all personnel assigned to the project, and attach resumes.

Provide a minimum of three (3) references, excluding Ulster County, for similar projects completed. Include contact name, telephone number, dates of contract, dollar value of contract and brief description of the program. Specific emphasis should be placed on similar work performed in the previous five years.

SECTION III: PROPOSED PLAN

In a narrative format, describe in detail how the program will be structured, explaining how each of the requirements of the Scope of Work and other tasks will be accomplished. Include any other additional services, enhancements and/or options that will be provided to the County.

Explain what steps will be necessary to implement services.

Describe what information will be provided to the County effectively capturing required data. Attach samples of all reports to be used.

Describe the plan to work with the County.

Detail methods to be employed which will result in cost savings for the County. Give examples and where possible provide a realistic estimate cost savings.

Include any additional services or information which may be beneficial to this program that the evaluation committee should consider.

SECTION IV: FEE/COST PROPOSAL

Two (2) copies of the Responder’s proposed costs shall be submitted in a separate envelope marked “COST PROPOSAL” with the RFP name and number, and shall be included in the original copy of the proposal submitted (Do not include this information with any of the copies).

The fee quoted must include all items of labor, materials, licenses, start-up costs, training and technical assistance, travel, equipment, and any and all other costs necessary to fully provide the services requested by the County.

The Responder’s name must appear on all cost proposal sheets.

A line by line budget must be included to support and justify the Responder’s proposed annual costs.

SECTION V: RETURN DOCUMENTS

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

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10.0 SCOPE OF WORK

Develop and produce an informational video that encompasses the following key components:

- The video’s message should incorporate and promote the Ulster County Industrial Development Agency’s (UCIDA) mission and track record in economic development in Ulster County as well as a summary of incentives using words and terms that the average individual (someone without professional training in the subject area) can understand, so that they may comprehend the issue to some degree.
- Timeline- Proposals are due by July 6, 2018, and contractors will be selected by July 27, 2018. Work is expected to commence no later than August 6, 2018. The video should be completed by the end of September 2018.
- Key content components of the video are:
 - NY state mandate for IDAs
 - Members are appointed and serve at the discretion of County Legislature
 - Mission of the IDA
 - Track record of the UCIDA (summary statistics, quotes or similar)
 - IDA process from application to approval and ongoing compliance overview
 - IDA incentives eligibility criteria (type of projects, Uniform Tax Exemption Policy including Matrix and Points calculator)
 - IDA incentives (mortgage tax abatement, sales tax abatement)
 - IDA clawback provision of incentives
 - IDA cost/benefit analysis
 - IDA project compliance
- Prior to commencing video production and in coordination with UCIDA staff, the contractor should develop a storyboard outline for the video that communicates the UCIDA’s mission and activities in promoting economic development and job creation through tax abatements and bond financing (‘Agency Incentives’) to residents, entrepreneurs, and other stakeholders.
- The video should leverage examples and provide facts and data to support the messaging based on UCIDA and NYS reporting.
- The video should be of high-quality with engaging visuals to support the purpose of the video. The video could leverage animated graphics or narrated visuals or a combination thereof.
- The video should be sub-dividable into segments (e.g., separate chapters or even a series of shorter videos for topic-specific viewing of materials).
- The video should be suitable for YouTube and should be integratable with the UCIDA website at www.ulstercountyida.com (website design is in Drupal).
- Video production should not be sub-contracted without prior review and approval.

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Samples

Example of videos on the general topic:

- <https://www.youtube.com/watch?v=AOT8Z6WpPnQ>
- <https://www.youtube.com/watch?v=OEnmQPkLNDI>
- <https://www.youtube.com/watch?v=-7kNv67Io7Q>
- <https://www.youtube.com/watch?v=gXXYiGT0-0E>

The following videos exemplify the general modern and contemporary style and feel for the video:

- <https://blog.hubspot.com/marketing/explainer-videos>

Technical Requirements

The video should be of high-quality (webcast quality and able to be reduced in size without diminishing quality) with engaging visuals to support the purpose of the video. The video could leverage animated graphics, whiteboard animations or narrated visuals or a combination thereof.

The video should be about 3-5 minutes in length. Depending on the length and topic, the video may need to be sub-dividable into segments (e.g., separate chapters or even a series of shorter videos for topic-specific viewing of materials).

The video should be suitable for YouTube and in a file format that is compatible with UCIDA’s website at www.ulstercountyida.com (website design is in Drupal) and social media platforms (e.g., Facebook, LinkedIn).

Proposal Requirements

Proposals must include:

1. Introduction summarizing any relevant experience and production resources.
2. Examples/samples of past projects, preferably of similar size and scope.
3. Proposed vision for the videos (broad concepts of the final product).
4. Proposed budget, which should include a suggested work plan and breakdown of fees for
5. Professional and administrative services.
6. Proposed schedule for the project, including various stages, milestones, and payments.
7. Point of contact information, including name, title, phone and email address

Selection Criteria

Proposals received will be evaluated by UCIDA on the following selection criteria:

- Demonstrated experience in creative video development, production, and post-production
- Ability to coordinate resources, equipment, and required staff for video production and post-production
- Understanding of the purpose and scope of the videos
- Original and creative vision
- Special consideration will be given to firms located in Ulster County
- Ability to meet the expected timeline for completing the project
- Cost-effective approaches to video production
- Proposed price (proposals are expected not to exceed \$10,000)

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Vendors must submit an example of previous similar work that demonstrates their ability to meet the needs of this RFP.

Questions/Inquiries

Please contact Suzanne Holt via email at info@ulstercountyida.com

11.0 TERMINATION

The County reserves the right to terminate any part of or the entire contract resulting from this Request for Proposal if the Successful Responder fails to carry out any item, promise, or condition of the contract. The County will issue a written ten (10) day Notice of Default to the Successful Responder if in the opinion of the County, the Successful Responder:

- Provides services that do not meet the requirements of the contract or if he/she attempts to impose service or workmanship that is of unacceptable quality;
- Fails to complete the required work or fails to perform required services within the time frame stipulated;
- Fails to make progress to perform the contract requirements and/or gives the County an indication that he/she will not or cannot perform the requirements of the contract
- Failure of the Successful Responder to remedy the problems noted or to otherwise bring performance to satisfactory levels that are within the requirements of the contract shall give the County cause to cancel this contract. The Successful Responder will be provided with a written cancellation notice that specifies the effective date of the cancellation. After receipt of the Notice of Cancellation, the Successful Responder agrees to perform the terms and conditions of this contract up to and including the date of cancellation as though no cancellation has been made.
- In case of Default and/or Cancellation, the County reserves the right to purchase this service from the open market or to complete any actual excess costs by (1) deduction from the unpaid balance due or (2) other remedies as provided by law.
- Conflict of interest: The Director of Purchasing may cancel any contract(s) resulting from this request within the life of the contract, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the contract for the County of Ulster becomes an employee or agent of the Successful Responder.
- Termination for convenience: The County of Ulster reserves the right to terminate any resulting order or contract upon ten (10) days written notice. The County will be responsible only for those standard items that have been delivered or accepted.

In addition to termination or in the alternative, the County may pursue any or all other legal and equitable remedies and rights it may have under the circumstances.

12.0 RETENTION OF RECORDS AND AUDIT ACCESS

12.1 Retention of Records

The Successful Responder shall maintain books, records and documents of its performance under the contract in accordance with generally accepted accounting principles including proof of any expenses claimed for reimbursement. The provider shall report to the County as required and allow records to be subject to inspection by the County upon reasonable notice. The Successful Responder shall maintain and retain for a period of not less than three years after the date of termination of the contract all financial information, data and records used to prepare and support the Successful Responder's final proposal and all records pertaining to the revenues, performance of the work and incurrence of costs under the contract. The Successful Responder shall ensure that its sub-contractors and suppliers maintain and retain for no less than three years all similar records.

12.2 Audit Access

Ulster County and its authorized representatives and designees shall have access to all records maintained and retained by the Successful Responder and its subcontractors for the purpose of inspection, cost/price analysis, audit or other reasonable purposes related to the contract. Ulster County and its representatives and designees shall have access to records and be able to copy such records during the Successful Responder's normal business hours. The Successful Responder shall provide proper facilities for such access, inspection and copying.

13.0 ALTERNATE PROPOSALS

Ulster County reserves the right to consider alternatives submitted by Responders that provide enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in the best interest of Ulster County's. Responders shall clearly identify and explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

14.0 COMPLIANCE WITH LAWS, LICENSES AND PERMITS

The responder(s) agree that they will fully comply with all applicable Federal, State and County policies, procedures, standards and laws, rules and regulations.

15.0 PERSONNEL IDENTIFICATION

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

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16.0 INSURANCE

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

17.0 DISQUALIFICATION

The County reserves the right to refuse to issue an award to responders that fails to comply with any pre-qualification regulations of the County, if any such regulations or requirements are cited, or otherwise included in the Request for Proposal.

Proposals received from responder who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A proposal may be rejected if the responder cannot show that it has the necessary ability, resources and qualified employees to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A proposal may be rejected if the responder is already obligated for the performance of other work that would delay the commencement, performance or completion of the work described in this RFP.

18.0 PAYMENT

PAYMENT PROCESSING: Responder will invoice the County monthly. Each invoice shall be prepared in such form and supported by such documentation as the County may reasonably require. Payments cannot be processed by the County until an invoice referring to the Contract Number and are mailed to the proper departmental address. The County will pay the proper amounts due the vendor within sixty (60) days of receipt by the County of the vendor’s invoice with the requested supporting documentation and approval of the vendor’s invoice by the Department Head and the Ulster County Comptroller.

19.0 FREEDOM OF INFORMATION

The responder agrees to comply with the Freedom of Information Law (FOIL) and such rules and regulations as the County and the State may from time to time make, including, but not limited to, such rules as may be devised governing access to public documents pursuant to Article 6 of the Public Officers Law, popularly known as the Freedom of Information Law.

Proposals submitted in response to this RFP shall be considered public documents and, with limited exceptions, all proposals, including proposals that are recommended for award, will be available for inspection and copying by the public.

If a Responder considers any portion of its proposal to be protected under the law, the Responder shall clearly and distinctly identify each such portion with words such as "CONFIDENTIAL, “or “PROPRIETARY”. If a request is made for disclosure of such portion, Ulster County will determine whether

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the material should be made available under the law. If the material is not exempt from public disclosure law, Ulster County will notify the Responder of the request and allow the Responder five days to take whatever action it deems necessary to protect its interests. If the Responder fails or neglects to take such action within said period, Ulster County will release portions of the proposal deemed subject to disclosure. By submitting a proposal, the Responder assents to the procedure outlined in this paragraph and shall have no claim against Ulster County on account of actions taken under such procedure.

20.0 AFFIDAVIT OF NON- COLLUSION

The completion AND submission of the Affidavit of Non-Collusion, which is included with this RFP and is required with the submittal, certifies that the prices in the submitted proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other responder with or any competitor.

21.0 SUSPENSION AND DEBARMENT

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

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

22.0 IMPLIED REQUIREMENTS

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

23.0 TIME TABLE FOR REQUEST FOR PROPOSAL

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

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Friday, June 29, 2018	Last day to submit written inquiries
Friday, July 6, 2018	Due Date for Proposals
Week of July 9, 2018	Selection Committee evaluates Proposals
Week of July 16, 2018	Oral Interviews By Invited Companies
Week of July 23, 2018	Notice of Intent to Award
August 1, 2018	Contract Start Date

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(Rev. 7.18.16)

County Contract No.: _____



AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS

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

WHEREAS, the County solicited, through its RFP _____, 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 Bid No. _____ and the Firm’s Response to Bid 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 County and the Firm hereby agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The Firm agrees to perform the services identified in Schedule A, the Scope of Services (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 Bid, the County, at its sole discretion, may with written notice to the Firm, extend the Term of this Agreement for up to [two (2)] additional [one (1) year] periods under the same terms, prices, and conditions contained herein.

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 must 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

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damages arising out of or resulting from any such delays.

ARTICLE 3 - COMPENSATION

For satisfactory performance of the Services, or as such Services may be modified by a mutually agreed upon written Change Order, Amendment, or Addendum to this Agreement, the County agrees to compensate the Firm in accordance with Schedule B, "Fees, Expenses, and Submissions for Payment," which is attached hereto and is hereby made a part of this Agreement. As directed in Schedule B, the Firm shall submit invoices to the County for the Services rendered. Each invoice must be prepared in such form and supported by such documentation as the County may reasonably require. The County will remit payment to the Firm within sixty (60) days of approval of the invoice by the Department Head and County Comptroller. The County will notify the Firm in writing of its reasons, if any, for objecting to all or any portion of the Firm's invoice and/or supporting documentation.

A [CHOOSE ONE- fixed fee OR not-to-exceed] amount of [WRITE OUT DOLLAR AMOUNT IN CAPS HERE] AND ___/100 (\$.) DOLLARS has been established for the Services to be rendered by the Firm. Costs in excess of the above 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 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.

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

ARTICLE 4 - EXECUTORY CLAUSE

The County 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 at the end of any fiscal year if funds are not appropriated and available for this Agreement for the following fiscal year.

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

ARTICLE 5 – PROCUREMENT OF AGREEMENT

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

For a breach or violation of such representations or warranties, the County 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

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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 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.

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, 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 Firm or any of its officers, employees, subcontractors, or agents become excluded or barred in any manner from doing business with any federal, state, or local agency, municipality, or department during the Term of this Agreement, the Firm agrees to provide immediate and detailed notice to the County Attorney regarding such status. Any misrepresentation or false statement related to Firm’s status in this regard, or any failure by Firm to immediately notify the County Attorney of any change in such status 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 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

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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.

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

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

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

ARTICLE 12 – SUBCONTRACTING

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 14 of this Agreement between the County and the Firm.

Upon signing this Agreement, 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 Firm’s obligations pursuant to this Agreement. Furthermore, upon the County’s request, 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 must 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 Firm’s performance of these Services. The Firm shall at all times comply with all applicable federal, New York State, and local laws, ordinances, statutes, rules, and regulations.

Health Insurance Portability & Accountability Act of 1996 (“HIPAA”). Under certain circumstances, federal law and regulations governing the privacy of certain health information requires a “Business Associate Agreement” (a “BAA”) between the County and 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 Firm has previously executed a compliant BAA that is in

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effect and on file with the County, the BAA referenced in this provision must be executed simultaneously with this Agreement.

ARTICLE 14 - CONFIDENTIALITY

For purposes of this Article:

- A. The term “Confidential Information” as used herein, means all material and information, whether written or oral, received by the Firm from or through the County or any other person connected with the County, or developed, produced, or obtained by the Firm in connection with its performance of Services under this Agreement. Confidential Information 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 14.

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 14, or determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or the County waives compliance with this Article 14, or determines that such disclosure is legally required, the Firm shall disclose only such portions of Confidential Information that, in the opinion of the County, the Firm is legally required to disclose, and the Firm shall use its best efforts to obtain from the party to whom Confidential Information is disclosed, written assurance that confidential treatment will be given to any such Confidential Information disclosed, to the extent permitted by law.

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

ARTICLE 15 – OWNERSHIP OF CONFIDENTIAL INFORMATION

Notwithstanding any other provision herein to the contrary:

- A. All Confidential Information, as defined in Article 14, including all copies thereof, is the exclusive property of the County regardless of whether or not it is delivered to the County. The Firm shall deliver Confidential Information and all copies thereof to the County upon request.
- B. To the extent that copies of Confidential Information are authorized by the County to be retained by the Firm, such information shall be retained in a secure location in the Firm’s office for a period of six (6) years after completion of the Services, or termination of this Agreement, whichever occurs later, and thereafter disposed of at the County’s direction.

ARTICLE 16 – INTENTIONALLY LEFT BLANK

ARTICLE 17 – PUBLICITY

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

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

ARTICLE 18 – BOOKS AND RECORDS

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

ARTICLE 19 - RETENTION OF RECORDS

The Firm agrees to retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever 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, 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, 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

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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.

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 must be of recognized financial standing, satisfactory to the County. The County must 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.

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

Each policy of insurance must 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 must 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. The Firm shall maintain similar insurance for a minimum of three (3) years following final acceptance of the Services; and
- C. If the insurance is terminated for any reason, the Firm agrees to purchase for the County an unlimited, extended reporting provision to report claims arising from the Services performed under this Agreement; and
- D. 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.

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

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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.

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 – 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

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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 28 - TERMINATION

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

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

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

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

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.

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ARTICLE 30 - NO ARBITRATION

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

ARTICLE 31 - GOVERNING LAW

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

ARTICLE 32 – PREVAILING WAGE

In accordance with New York State Labor Law Section 220-d, if this is an Agreement for the construction, reconstruction, maintenance and/or repair of any public work, the Firm agrees that all laborers, workers, or mechanics employed by the Firm and/or its subcontractors in contemplation of the performance of this Agreement will 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 33 - WAIVER AND SEVERABILITY

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

ARTICLE 34 - GENERAL RELEASE

Acceptance by the Firm or its assignees of the final payment under this Agreement, whether by voucher, judgment of any court of competent jurisdiction, administrative, or other means, 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 35 - NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

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

ARTICLE 36 - ENTIRE AGREEMENT

The rights and obligations of the Parties and their respective agents, successors and assignees 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 37- SURVIVING OBLIGATIONS

The Firm's obligations and those of the Firm's employees, representatives, agents, subcontractors, successors, and assignees, assumed pursuant to Article 7 (Representations by the Firm), Article 8 (Corporate Compliance), Article 13 (Performance), Article 14 (Confidentiality), Article 15 (Ownership of Confidential Information), Article 16 (Intellectual Property), Article 17 (Publicity), Article 19

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(Retention of Records), Article 23 (Indemnification), Article 24 (Responsibility to Correct Deficiencies), and Article 26 (Protection of County Property), will survive completion of the Services and/or the expiration or termination of this Agreement.

ARTICLE 38 - NOTICES

Except as expressly provided otherwise in this Agreement, all notices given to any of the Parties pursuant to or in connection with this Agreement 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 Here]
Attention: [Insert Appropriate Information]
[Insert Firm Address]
[Insert Firm City, State & Zip Code]

County:

Ulster County [Insert Department Name]
Attention: [Insert Dept. Head Title Here]
[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 here] and the Ulster County Attorney’s Office at the addresses set forth herein, or such other addresses as may have been specified in writing by the County:

Mailing Address:

County of Ulster
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 39 - MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement, 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 40 - 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.

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.

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[INSERT DEPARTMENT NAME HERE]

(Approved as to content)

By: _____

NAME: [Dept Head]

TITLE: [Dept Head]

DATE: _____

COUNTY OF ULSTER

[INSERT FIRM NAME]

By: _____

NAME: Ed Jordan

TITLE: Interim Director of Purchasing

DATE: _____

By: _____

NAME: [If known]

TITLE: [If known]

DATE: _____

****Note: Inter-municipal agreements (including, but not limited to agreements with Agencies of NYS [DOT, DOH, DCJS, etc.], towns, cities, villages, school districts, BOCES, etc.), and agreements affecting real property (e.g., deeds, leases, etc.) generally require a Legislative resolution, which should be drafted by the Department. Check with Contract Management if you are unsure whether a resolution is required.**

*** PRIOR to submitting your document to Contract Management for review, please remove all directions and drafting guidance from the document.**

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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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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 Contract Management 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 must not exceed the amount of [ENTER WRITTEN DOLLAR AMOUNT HERE] 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 HERE] AND ___/100 (\$.00) DOLLARS per [hour/day/week/month], which must not exceed the amount of [ENTER WRITTEN DOLLAR AMOUNT HERE] 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 also choose to use a chart similar to 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

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 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 [Dept. Head Title] of the County’s Department of [Dept. name] and the Ulster County Comptroller.
9. Notwithstanding any other term or provision of this Agreement, including this Schedule B, 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

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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 ASSURE PROPER COVERAGE AND LIMITS ARE IN PLACE. FAILURE TO PROVIDE CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIREMENTS BELOW, SHALL RESULT IN DELAY OF CONTRACT EXECUTION.

SCHEDULE C

COUNTY OF ULSTER STANDARD CONTRACT INSURANCE REQUIREMENTS

CONDITIONS OF INSURANCE

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

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

CERTIFICATES OF INSURANCE

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

The Certificates of Insurance shall include:

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

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

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

WORKERS' COMPENSATION AND DISABILITY INSURANCE

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

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

WORKERS’ COMPENSATION REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (the VENDOR) 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 VENDOR 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 VENDOR 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 VENDOR is self-insured.

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

DISABILITY BENEFITS REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 220(8), a business entity (the VENDOR) 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 VENDOR 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 Vendor is self-insured.

If the Vendor 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>

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COMMERCIAL GENERAL LIABILITY INSURANCE:

The VENDOR 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 VENDOR, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of the VENDOR 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.

UMBRELLA LIABILITY OR EXCESS LIABILITY INSURANCE:

Umbrella Liability or Excess Liability Insurance 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.

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AUTOMOBILE LIABILITY INSURANCE

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the VENDOR, 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

PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE, MEDIA LIABILITY, ERRORS & OMISSIONS INSURANCE)

If this box is checked, Professional Liability Insurance shall be provided by the VENDOR 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.**

CYBER LIABILITY INSURANCE:

If this box is checked, Cyber Liability Insurance shall be provided by the VENDOR in an amount not less than

FIVE MILLION AND 00/100 (\$5,000,000) DOLLARS for each occurrence and in an amount of not less than FIVE MILLION AND 00/100 (\$5,000,000) DOLLARS general aggregate. Copies of policy must be submitted with certificate of insurance.

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THE FOLLOWING SHEETS MUST BE
COMPLETED AND RETURNED
WITH YOUR PROPOSAL

RESPONSE RETURN FORM

VENDOR NAME: _____

TITLE: _____

PHONE NUMBER: _____

E-MAIL: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

RESPONDER'S NAME: _____

ASSUMED NAME CERTIFICATION

***If the responder's 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 proposal must be signed by that individual; if the responder 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 submitted with the proposal or previously filed with the Director of Purchasing.

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

INSURANCE STATEMENT

Responder agrees as follows - please mark appropriate box(es):

Insurance Certificate as requested is attached

OR

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

Insurance Certificate filed on _____
DATE

FAILURE TO PROVIDE SPECIFIED INSURANCE SHALL DISQUALIFY RESPONDER

AUTHORIZED SIGNATURE

ORGANIZATION INFORMATION FORM

RESPONDER NAME: _____

TYPE OF ENTITY: CORP. _____ PARTNERSHIP: _____ INDIVIDUAL: _____ OTHER: _____

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: (owning 5% or more of outstanding shares)

LIST OFFICERS AND DIRECTORS:

NAME

TITLE

If a partnership:

PARTNERSHIP NAME: _____

LIST PARTNERS NAME(S):

CERTIFICATION AND SIGNATURE FORM

AFFIDAVIT OF NON-COLLUSION

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

BUSINESS ADDRESS: _____ FAX NO.: _____

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this proposal 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 proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, responder or potential responder.
2. Neither the price(s), nor the amount of this proposal, have been disclosed to any other firm or person who is a responder or potential responder on this project, and will not be so disclosed prior to proposal opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from responding to this RFP, or to submit a proposal higher than the proposal of this firm, or any intentionally high or non-competitive proposal or other form of complementary proposal.
4. The proposal 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 proposal.
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 responding to this RFP or to submit a complementary proposal 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 proposal, 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 proposal 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 proposal, I certify that I have read, am familiar with, and will comply with any and all segments of these specifications.**

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

Signature & Company Position

Print Name & Company Position

Company Name

Date Signed

Federal I.D. Number

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RESPONDER’S NAME: _____

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

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

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

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

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

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

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

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

SIGNED

SWORN to before me this

_____ day of _____

201 ____

Notary Public: _____

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RESPONDER’S NAME: _____

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:

