

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: ULSTER COUNTY COURTHOUSE EXTERIOR
UPGRADES AND REPAIRS

BID NO. **RFB-UC23-141C**

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INVITATION TO BID AND NOTICE TO BIDDERS

DATE: February 23, 2023

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

BID NAME: **ULSTER COUNTY COURTHOUSE
EXTERIOR UPGRADES AND REPAIRS**

BID NUMBER: **RFB-UC23-141C**

PLACE OF OPENING: Ulster County Purchasing,
100 Development Court
Kingston, NY 12401

DATE OF OPENING: **March 23, 2023**

TIME OF OPENING: **3:00 P.M.**

CONTACT PERSON: **Peter Esposito; Deputy Director of Purchasing**
Phone: 845-334-5575
Email: pesp@co.ulster.ny.us

Please see **Section 35.0**
for scheduled time of
Pre-Bid Site Visit at
Ulster County Courthouse
285 Wall Street
Kingston, NY 12401

BIDDERS MUST SUBMIT BID IN SEALED ENVELOPE.

PLEASE PRINT ON THE FACE OF OUTSIDE/ MAILING ENVELOPE:

- 1) NAME & ADDRESS OF BIDDER
- 2) BID NAME & NUMBER

It is the bidder's responsibility to read the attached Bid Specifications and GENERAL CONDITIONS, which outline bidding rules of the Ulster County Purchasing Department. Upon submission of bid, it is understood that the bidder has read, fully understands and will comply with said GENERAL CONDITIONS and specification requirements.

IMPORTANT NOTICE: Bid distribution - Copies of Bid Documents obtained from any source other than directly from Ulster County are not considered official copies. Only those bidders who obtain bidding documents from Ulster County Purchasing or the Ulster County website are guaranteed to receive addendum information if issued. **If you have obtained this document from a source other than Ulster County Purchasing or its website, it is recommended that you obtain an official copy.**

By: Edward Jordan, Director of Purchasing

PLEASE RETAIN THE BID DOCUMENT FOR YOUR RECORDS

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GENERAL CONDITIONS

BIDS

1. Any reference to the words bid(der), quote(r), proposal, or proposer in this document should be considered interchangeable.

2. All proposals shall be made upon forms furnished by the Director of Purchasing for the County of Ulster and shall be contained in sealed envelopes addressed to Ulster County Director of Purchasing, 100 Development Court, Kingston, NY 12401.

3. Form of proposal as issued by the County Director of Purchasing shall be completely filled in black ink or typed. No bid will be accepted which contains any changes, additions, omissions, or erasures, unless otherwise stated.

4. Bidder must submit with bid detailed specifications, circulars, and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Director of Purchasing reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If item offered differs from the provisions contained in these specifications such differences must be explained in detail, and bid will receive careful consideration if such deviations do not depart from the intent of these specifications and are to the best interests of the County of Ulster as interpreted by the Director of Purchasing of the County of Ulster.

5. All prices quoted must be "per unit" as specified, e.g., do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.

6. Bidder must insert the price per unit and the extensions against each item in this bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions. If a price is written in numbers and alpha - the alpha will govern.

7. The prices submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the County.

8. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted by the County.

9. Prices shall be net FOB any point in the County of Ulster, New York. Price quoted shall include all delivery costs.

10. Where a bidder is requested to submit a bid on Individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums. The County reserves the right to award in whole or in part based on the lowest responsible bid.

11. All bids received after the time stated for the opening in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

12. In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the Director of Purchasing as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of item he proposes to furnish, otherwise, bid will be construed as submitted on the identical item as specified

13. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, material, equipment, and services required and a representation that the bidder can furnish the supplies, materials, equipment, and services satisfactorily in complete compliance with the specifications.

14. If two or more bidders submit identical bids as to price, the decision of the Director of Purchasing to award a Contract to one of such identical bidders shall be final. (General Municipal Law, Sec. 103. sub. 1)

15. It is the responsibility of the bidder to offer a product that meets the specifications of the manufacturer model as listed. The bidder must submit with his bid detailed specifications, circulars and all necessary data on the commodity to be furnished. If the commodity offered differs from the provisions listed, such differences must be explained in detail. Failure to submit any of the above data may result in rejection of the bid. The County, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids.

16. See attached insurance requirements. Liability, workers compensation and disability coverage statements are required of all bidders. Automobile coverage is required from those who provide delivery. Bidders who use common carriers

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for delivery do not need automobile coverage statements.

17. In the event satisfactory bids are not received, the Director of Purchasing reserves the right to consider alternative proposals containing deviations from County specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

18. Bidder must fill in all applicable spaces on bid form. All lines must have an indication of bidder's response whether it is "o", "N/A", "--", or a dollar figure. All lines must be filled in to indicate bidder's acknowledgment of the request.

Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. The County cannot assume there is "no charge" when lines are left empty.

19. The following two items will automatically render a bid unacceptable to Ulster County:

- a. Failure to sign Certification and Signature Form
- b. Failure to include necessary bid deposit (as required).

It shall be fully understood that any deviations from the inclusion of the above items will be grounds to see the bid as non-compliant and will not be considered for award.

20. Faxed or emailed bids will not be accepted.

21. The County reserves the right to purchase items included in these specifications on New York State Contracts, when available.

SAMPLES

22. Samples, when required, must be submitted strictly in accordance with instructions, otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The County will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the County shall have the right to dispose of them as its own property.

23. All window envelopes/mailers must conform to current U.S. Postal regulations. It is the responsibility of the bidder to be familiar and adhere to these regulations.

AWARD

24. The Director of Purchasing reserves the right to (a) reject any and all bids not deemed in the best interest of the

County, and (b) reject as informal such bids, as in his/her opinion, that are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. By an unbalanced bid, it is meant one in which the amount bid for one or more separate items is substantially out of line with the current market prices for the materials and/or work covered thereby.

25. The Director of Purchasing for the County of Ulster reserves the right to waive any informality or to reject any or all bids.

26. Awards will be made to the lowest responsive, responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, supplies, goods and/or services to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

27. No contract hereunder shall, either in whole or in part, be assigned, transferred, conveyed, sublet, or otherwise disposed of to any other person, company or corporation unless approval is first obtained in writing from the County Director of Purchasing.

28. Should the successful bidder fail to meet a delivery date required by the specifications, the County Director of Purchasing has the discretion to cancel the order and terminate the contract. In such event, the County will assume no responsibility for any expense or loss to the successful bidder because of such cancellation or termination.

29. Should any material or equipment delivered fail to meet the specifications, the County Director of Purchasing has the discretion to require the successful bidder to replace the same with material or equipment which does meet the specifications and, at the successful bidder's expense, to remove the rejected material or equipment from wherever delivered or stored and in the event that such proper replacement and removal is not made by the successful bidder within 30 days, to cancel the order and terminate the contract, in which event the County will assume no responsibility for any expense or loss to the successful bidder because of such cancellation or termination.

30. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the County, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the County, the County may purchase from other sources to take the place of the item rejected or not delivered. The County reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the County promptly for excess costs occasioned by such purchases.

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Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.

31. A contract may be canceled at the successful bidder's expense for non-performance or poor performance of contract upon ten calendar days written notice to the successful bidder.

The County reserves the right to cancel the contract at any time during the contract term by written thirty (30) day notice mailed to the address of vendor.

32. Payments cannot be processed by County facilities until contract items have been delivered in satisfactory condition and a properly completed Invoice has been submitted to the ordering agency by the successful bidder.

33. Extension of Prices - Political subdivisions and districts and others authorized by law including certain non-profit post-secondary, secondary, and elementary educational institutions may participate in contracts resulting from this bid. Upon request, non-County agencies must furnish contractor(s) with the proper tax exemption certificate.

34. It should be noted that the extension of this contract to certain political subdivision and non-public elementary and secondary schools may cause the estimated quantities to vary considerably. However, the contractor must furnish all quantities actually ordered.

35. The County of Ulster may require the successful bidder to confirm in writing, within ten days of the County's request, that said bidder will perform the contract in accordance with its bid. The failure of the bidder to so confirm may result in the cancellation of the contract by the County in its sole discretion.

36. Any errors in the bid award which are the fault of the County must be forwarded, in writing, to the Ulster County Purchasing Department within five (5) working days of the notification of award. No corrections will be made beyond that date. If errors on the part of the County are discovered too late to be corrected, we will issue a "no award" on those affected items and rebid or quote at a later date.

37. If a successful bidder exhibits a history of back orders or delayed deliveries the County of Ulster reserves the right to rescind their award and to disqualify them from future bidding.

38. Any and all awards resulting from this bid shall be final and shall be for the complete term of the contract. No rescinding of awards will be made because of bidder error or inability to supply them.

39. Title shall not pass until items have been delivered to the County and accepted by the requesting Department.

40. Executory Clause. It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the County of Ulster and appropriated

therefore, and that no liability on account thereof shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.

41. The County of Ulster reserves the right to extend the term of the contract resulting from this bid for any length of time up to sixty (60) days beyond the time therein specified as the expiration date of the contract at identical terms and conditions. Written notice will be given to the contractor.

42. The County of Ulster reserves the right to cancel this contract on 30 days written notice to the contractor(s).

DELIVERY

43. Delivery must be made in accordance with the instructions to bidders and the specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the Director of Purchasing as to reasonable compliance with delivery terms shall be final.

44. The County must be notified twenty-four (24) hours in advance of delivery.

The County reserves the right to deny acceptance of delivery if this notice is not given, at no cost to the County.

45. The Director of Purchasing will not accept any deliveries on Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.

46. Items shall be securely and properly packed for shipment, storage and stocking in shipping containers and according to acceptable commercial practice, without extra charge for packing cases, baling, or sacks.

47. The successful bidder shall be responsible for delivery of items in good condition at point of destination. It shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Receiving Department will note for the benefit of successful bidder when packages are not received in good condition. Carton shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

48. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the Director of Purchasing. The successful bidder will be required to furnish proof of delivery in every instance.

49. Unloading and placing of equipment and furniture is the responsibility of the successful bidder, and the County accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be

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charged to it. No help for unloading will be provided by the County, and suppliers should notify their truckers accordingly.

50. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number and/or Purchase Order Number

Name of Article

Item Number (if applicable)

Quantity

Name of the Successful Bidder

51. Successful bidder may be requested to acknowledge, in writing, receipt of order.

52. No items are to be shipped or delivered until receipt of an official purchase order from the Ulster County Purchasing Department.

INSTALLATION OF EQUIPMENT

53. The successful bidder shall clean up and remove all debris and rubbish resulting from its work from time to time as required or directed. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order.

54. Equipment, supplies, and materials shall be stored at the site only on the approval of the Director of Purchasing and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.

55. Work shall be progressed so as to cause the least inconvenience to the County and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install its work promptly.

56. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.

57. Equipment for trade-in shall be dismantled by the successful bidder and removed at its expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is." Equipment is available for inspection only at the delivery point unless otherwise specified.

GUARANTEES BY THE SUCCESSFUL BIDDER

58. The successful bidder guarantees:

- (a) Its products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
- (b) To furnish adequate protection from damage for all work

and repair damages of any kind for which it or its workmen are responsible, to the building or equipment, to its own work, or to the work of other successful bidders.

(c) To carry insurance as required to protect the County from loss in case of accident, fire, theft, etc. (See Insurance Requirements)

(d) That all deliveries will be equal to the accepted bid sample.

(e) That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the County. Any merchandise provided under the contract which is or becomes defective during the guarantee-period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the County.

SAVING CLAUSE

59. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence it is unable to prevent.

GOVERNING LAWS & RULES

60. Section 167b of the State Finance Law prohibits the purchase of tropical hardwood products. Any bid which included products containing tropical hardwoods shall be deemed non-responsive. Exceptions shall be from an approved source or sole source where no approved equal is available. Section 167b shall apply.

61. The Contractor shall comply with all the provisions of the laws of the County of Ulster, the State of New York and of the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the General Municipal Law, the Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The bidder's

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special attention is called to those laws which are set forth below:

62. Section 103-d of the General Municipal Law of the State of New York which reads as follows:

1. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury; Non-collusive bidding certification.

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief;

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

2. The fact that a bidder

(a) has published price lists, rates or tariffs covering items being procured,

(b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or

(c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

3. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

63. All vendors must comply with provisions of the Toxic Waste Right To Know Law and provide the County with any and all information as required by law. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.

64. Bids on equipment must be on standard new equipment of latest model and in current production, unless otherwise specified. All supplies, equipment, vehicles and materials must meet the provisions of the New York State Public Employee Safety and Health Act of 1980, as amended from time to time.

65. The Certification and Signature Form/Affidavit of Non-collusion and Certification of Compliance with the Iran Divestment Act must be executed by the bidder and submitted with its bid.

66. Bidders must complete the attached Ulster County forms, which include but are not limited to the Information Sheet and Vendor Reference Sheet. These forms must be submitted with the proposal.

ADDENDA AND INTERPRETATIONS

67. No verbal interpretation of the intent of any of the specifications or other Contract Documents will be made before receipt of bids. Requests for interpretations prior to receipt of bids must be presented, in writing, to the Director of Purchasing, 100 Development Court, Kingston, NY 12401, and to be given consideration must be received by the Director of Purchasing at least seven (7) days prior to the date set for the opening of bids.

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68. Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addenda sent to all holders of this RFB, who have made the County aware of their intent to submit a bid, at the addresses furnished therefore, at least five (5) days prior to date set for the opening of bids.

69. Failure of any bidder to receive any Addenda shall not relieve such bidder from any obligation under this bid as submitted. All Addenda so issued shall become a part of the Contract Documents

QUALIFICATIONS OF BIDDERS

70. The County reserves the right to make such investigation as it may deem necessary or advisable to determine any bidder's ability to do the work, and the bidder shall furnish to the County, on request, all data and information pertinent thereto. The County reserves the right to reject any bid if such investigation fails to satisfy the County that the bidder is fully qualified to do the work. Financial instability of a bidder may be cause for non-award.

71. Conditional bids will be considered informal and will be rejected.

EXCEPTIONS TO GENERAL CONDITIONS

72. All of the above statements shall hold true to all bids unless superseded by specific information included in the Specifications or Product Specifications in the bid document.

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GENERAL SPECIFICATIONS

1.0 PURPOSE

Ulster County is soliciting sealed bids for exterior upgrades and repairs at the Ulster County Courthouse, 285 Wall Street, Kingston, NY.

2.0 BID OPENING TIME

Bid will be opened on **March 23, at 3:00 P.M.** at the Ulster County Purchasing Department located at **100 Development Court**, Kingston, NY 12401.

Bidders are urged to mail their bid in early. **Late bids will not be accepted** and will be returned unopened to the bidder.

3.0 METHOD OF AWARD

Items may be awarded individually, by section, or in whole, based on the lowest responsive, responsible bid. The bidder must state individual prices for all units bid.

When there is a discrepancy between unit price and total price, unit price shall prevail.

It is understood by the bidder that a contract resulting from this bid shall be executed only to the extent of monies available to the County of Ulster for the purpose hereof.

4.0 UNBALANCED BIDS

The Director of Purchasing reserves the right to reject any and all bids not deemed for the best interest of the County and to reject as informal such bids, as in his opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. By an unbalanced bid, it is meant one in which the amount bid for one or more separate items is substantially out of line with current market prices for the materials and/or work covered thereby.

5.0 RESCIND OF AWARD

After an award has been made by Purchasing, and all participating agencies notified, there will be a \$250.00 item charge to bidders who then discover a mistake in their bid and want the award revised or rescinded. It is costly for the County to refigure bid awards, notify all agencies involved and change all our records.

Bidders should be more careful in figuring bids **prior to** submission. A bidder requesting a bid item revised or rescinded will be billed by Purchasing. If the bidder does not pay the bill, the entire award may be rescinded, and the bidder's responsibility will be questioned for future bids.

6.0 PERSONNEL IDENTIFICATION

All personnel must carry on their person photo identification (e.g., an employee identification badge, valid driver's license, etc.), while on Ulster County property and promptly show such identification when requested by any Ulster County employee. The County reserves the right to reject and bar from County property, for good and sufficient reason in the sole discretion of the County, any employee hired by the successful bidder or its subcontractors.

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7.0 ERRORS

Any errors in the bid award that are the fault of the County must be forwarded, in writing, to the Ulster County Purchasing Department within five (5) working days of the notification of award. No corrections will be made beyond that date. If errors on the part of the County are discovered too late to be corrected, we will issue a “no award” on those affected items and rebid or quote at a later date.

8.0 CONTRACT PERIOD

The awarded bidder shall agree to completion of the work described in the bid documents within 365 calendar days of a fully executed contract.

See GENERAL CONDITIONS (Paragraph 41) for temporary extension of contract.

9.0 BID RESERVATIONS

Bids submitted shall remain in effect forty-five (45) days past the date of bid opening.

10.0 CANCELLATION CLAUSE

The County reserves the right to cancel the contract at any time during the contract term by written thirty (30) day notice mailed to the address of vendor.

A contract may be canceled at the successful bidder's expense for non-performance or poor performance of contract upon ten calendar days written notice to the successful bidder.

11.0 ASSIGNMENT OF CONTRACT/SUBCONTRACTING

No contract may be assigned, nor may any right, title or interest therein be assigned, transferred, conveyed, sublet, or disposed of without the written consent of the Ulster County Director of Purchasing.

12.0 CONTRACT

The successful bidder is expected to enter into a contract with the County, which will be substantively similar to the sample “County of Ulster Agreement” found in this document.

The successful bidder shall:

- I. Submit its Applications and Certificates for Payment utilizing AIA Document 702-1992: Application and Certificate for Payment.
- II. Submit its Continuation Sheets for AIA Document G702-1992 utilizing AIA Document G703 - 1992: Continuation Sheet.
- III. Submit its Certificate of Substantial Completion utilizing AIA Document G704-2017: Certificate of Substantial Completion.
- IV. Submit its Contractor's Affidavit of Payment of Debts and Claims utilizing AIA Document G706-1994: Contractor's Affidavit of Payment of Debts and Claims.
- V. Submit its Contractor's Affidavit of Release of Liens utilizing AIA Document G706A-1994: Contractor's Affidavit of Release of Liens.

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100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: ULSTER COUNTY COURTHOUSE EXTERIOR
UPGRADES AND REPAIRS

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13.0 INSURANCE

Bidders must review the insurance requirements in this solicitation before submitting a bid response to make sure that they can meet all the requested limits and supply the required certifications.

The successful bidder shall, at his own expense, maintain in effect at all times during the performance of the work under the contract at least the insurance coverage specified in the attached *County of Ulster Standard Contract Insurance Requirements*. The successful bidder shall file with Ulster County Purchasing, within ten (10) business days of Award, evidence of insurance certifying the required coverage.

14.0 CERTIFICATION

The submission of this bid certifies that the bidder has read, is familiar with, and will comply with any and all segments of these specifications, to include but not limited to: Cover Letter, General Conditions, Insurance Requirements, Product Specifications and Conditions, Delivery and Backorder Requirements (as applicable).

15.0 NON-COLLUSIVE STATEMENT

The submission of this statement certifies that the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder with or any competitor.

16.0 INDEMNIFICATION

To the maximum extent permitted by law and except to the extent caused by the sole negligence of Ulster County, the successful bidder shall indemnify and hold harmless Ulster County, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the facilities and/or services provided by or on behalf of the successful bidder, including the content or nature of advertising.

In addition, the successful bidder shall assume the defense of Ulster County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such facilities and/or services, shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by Ulster County on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith or pay or reimburse Ulster County's payment of any sums reasonable to settle such litigation or claims.

17.0 CONFLICT OF INTEREST

The successful bidder, by entering into a contract with Ulster County to perform or provide services or materials, covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest which conflicts in any manner or degree with the services or materials required to be performed and/or provided under the contract and that it shall not employ any person or agent having any such interests. In the event that the successful bidder or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to Ulster County and take action immediately to eliminate the conflict.

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18.0 PRICE

Bid prices shall be all inclusive including all labor, equipment, materials, fuel, supplies and mobilization as required to perform the Scope of Work in this bid. Bidders should note that Ulster County is exempt from Federal, State, and Local taxes. The awarded vendor will be expected to file the appropriate forms with his suppliers so that no taxes of any kind will be passed on to Ulster County. The County reserves the right to review all material costs, including invoices for any work performed on a time and material basis.

19.0 PAYMENT

PAYMENT PROCESSING: Payments cannot be processed by the County until contract items have been delivered in satisfactory condition with an invoice referring to the Purchase Order Number and mailed to “bill to” address indicated on the Purchase Order. The County will pay the proper amounts due within sixty (60) days of receipt by the County of the invoice with any requested supporting documentation and approval of the invoice by the Ulster County Comptroller.

20.0 EXTENSION OF PRICES

Political sub-divisions, including the City of Kingston and others authorized by law, including certain non-profit independent post-secondary, secondary, and elementary educational institutions may participate in contracts resulting from this bid opening.

21.0 NYS CONTRACTS

The County reserves the right to purchase items included in this bid from New York State Contracts when available.

22.0 REGULATIONS

All products must meet all applicable Local, State and Federal regulations.

23.0 INFORMATION TO BE FURNISHED WITH BID

It is the responsibility of the bidder to offer a product that meets the specifications of the manufacturer model as listed.

The bidder must submit with his bid detailed specifications, circulars and all necessary data on the commodity to be furnished. If the commodity offered differs from the provisions listed, such differences must be explained in detail. Failure to submit any of the above data may result in rejection of the bid. The County, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids.

The bidder must indicate in the space provided, the manufacturer’s name and the catalog references or model number of the item or items offered.

24.0 WARRANTY

Unless otherwise stated in the Product Specifications, standard limited warranty will be required of the manufacturer that shall be: (1) not less than ninety (90) days from the date of acceptance; (2) all defective parts and labor are the obligation of the contractor during this period.

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25.0 GUARANTEE

The bidder guarantees that the item offered is standard new equipment. Unless otherwise stated in the Product Specifications, all items shall be guaranteed for a minimum period of one (1) year against defective parts and workmanship. If defects occur during this time, the defective equipment shall be replaced or corrected by the successful bidder without cost to the County, except where it shall be clearly shown that the defect is due to misuse and not to faulty manufacture, or installation, construction, or workmanship.

26.0 QUANTITIES

The quantities are indefinite, but estimates given in the proposal reflect anticipated requirements. The contract, however, shall be for the quantities actually ordered during the contract period. It should be noted that the extension of this contract to certain political subdivision and non-public elementary and secondary schools may cause the estimated quantities to vary considerably. However, the contractor must furnish all the quantities actually ordered.

27.0 QUALIFICATION OF BID

Any qualification of a bid such as requiring that a specific quantity must be purchased or any other restriction that is placed on the County by the bidder will be considered an Exception to the Bid and the bid may be rejected by the County.

28.0 COMPLETION OF REQUIRED INFORMATION

Bidder must fill in all applicable spaces on bid form. All lines must have an indication of bidder's response whether it be "0", "NA", "—" or a dollar figure. All lines must be filled in to indicate the bidder's acknowledgment of the request. The information must be in typed figures or use black ink, printed legibly.

Bids that do not have all applicable lines filled in on bid sheet may be disqualified as non-responsive.

29.0 ALTERNATE PROPOSALS

In the event that satisfactory bids are not received, the Director of Purchasing reserves the right to consider alternative proposals containing deviations from the County specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

30.0 SUSPENSION AND DEBARMENT

Each bidder 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 bidder's status in this regard will result in rejection of such bidder's submission.

In addition, if the successful bidder 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 bid, the successful bidder agrees to immediately notify the County Attorney of such status. Any misrepresentation or false statement related to the successful bidder's status in this regard, or

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any failure by the successful bidder 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 bidder, in addition to such other remedies as may be provided by law, in equity, pursuant to the terms and conditions of this bid document, or the conditions of the Award.

31.0 PREVAILING WAGE

The successful bidder is required to pay the Prevailing Wage Rates and the Prevailing Hourly Supplements pursuant to Section 220-A of the NYS Labor Law.

A Verified Statement of payment of Prevailing Rates (Certified Payroll Report) by the successful bidder MUST be attached to ALL invoices in order for payment to be made. No payments will be made for work completed if invoiced without this form.

NOTE: If this bid document is being downloaded from the Internet and/or if Prevailing Wage Rate information is not attached, the information can be obtained by calling Ulster County Purchasing or by visiting the NYS Labor Department website at

<https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1545389>

32.0 ULSTER COUNTY LIVING WAGE ACT

In accordance with Local Law 6 of 2021 also known as the Ulster County Living Wage Act, if this Agreement is for an amount of FIFTY THOUSAND and 00/100 (\$50,000.00) DOLLARS or more in a County fiscal year (January 1 – December 31) and the Vendor has not received an exemption from the Ulster County Living Wage Act specific to this Agreement, the Vendor shall pay their employees the Living Wage then in effect for the period during which services are being covered by this Agreement. The current Living Wage can be found on the Ulster County Purchasing Department's website <https://ulstercountyny.gov/purchasing>. The Ulster County Living Wage Act can be accessed electronically at any time by going to

https://legislature.ulstercountyny.gov/sites/default/files/Local%20Law%20No.%206%20of%202021%20-%20Living%20Wage_0.pdf

33.0 SAFETY DATA SHEETS

Bidders must submit Safety Data Sheets with Bid on all applicable products.

34.0 ADDENDA AND INTERPRETATIONS

No verbal interpretation of the intent of any of the specifications or other Contract Documents will be made before receipt of bids. Requests for interpretations prior to receipt of bids must be presented, in writing, to the Director of Purchasing, 100 Development Court, Kingston, NY 12401, and to be given consideration must be received by the Director of Purchasing at least seven (7) days prior to the date set for the opening of bids. Requests can be faxed to 845-340-3434 or emailed to ejor@co.ulster.ny.us.

Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addenda sent to all known holders of Contract Documents at the addresses furnished therefor, at least five (5) days prior to date set for the opening of bids.

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Failure of any bidder to receive any Addenda shall not relieve such bidder from any obligation under this bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

35.0 SITE VISIT

In order for bidders to inspect and verify existing conditions a site visit is highly recommended. The **Pre-Bid Meeting and Site Visit** will be held on Wednesday, March 8, 2023 at 9:00 AM at 285 Wall Street, Kingston, NY 12401. Interested contractors should meet at the Ulster County Courthouse Entrance.

Each bidder shall be presumed to have thoroughly examined the site and to have satisfied himself as to all conditions thereof.

36.0 REFERENCES

References must be submitted on the forms provided and must include accounts that involved the service, within the last three years, of the same types of systems that are included in this bid.

37.0 LICENSES AND CERTIFICATION

Contractor is responsible for ensuring all proper licenses and certifications are in-place for the workforce and equipment utilized.

38.0 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.

Vendor must submit construction documents, stamped plans, and/or specifications where required and in accordance with Title 19 NYCRR Part 1203 to the Authority Having Jurisdiction (Ulster County Safety Office).

Vendor must provide proof of compliance with the NYS Energy Code through a code approved Prescriptive or Performance based compliance path to the Authority Having Jurisdiction (Ulster County Safety Office).

39.0 BID GUARANTEE / BID BOND

Each bidder must submit with the bid a bid guarantee equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

40.0 PERFORMANCE AND PAYMENT BONDS

Within ten (10) days from the date of the Notice of Award, the successful bidder must deliver to the County of Ulster an executed Performance Bond and an executed Labor and Material Payment Bond. These bonds must be in an amount equal to one hundred percent of the amount of the contract and conditioned for the faithful performance of all terms, covenants and conditions of same. The form of both the Performance Bond and the Labor and Material Payment Bond shall be as currently issued by the American Institute of Architects and the surety company must be authorized to do business in the

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State of New York as surety.

These Bonds shall guarantee completion of the work in accordance with the Specifications and within the time stipulated in the Contract and ensure prompt payment of all obligations arising thereunder. These bonds shall be maintained in full force for a period of twelve months after date of completion of the project as a guarantee that the Vendor will make good any faults or defects which may appear in the work arising from improper or defective workmanship or materials. The Vendor shall pay the premium for such bond.

41.0 APPRENTICE PROGRAM

Ulster County has adopted Local Law 5 of 2020 establishing Construction Apprenticeship Training Requirements for certain construction contracts in excess of \$350,000. The County of Ulster requires any Contractor, prior to entering into a construction contract with the County of Ulster, or any Subcontractor entering into a contract with a Contractor who has a construction contract with the County of Ulster, to have apprenticeship agreements appropriate for the type and scope of work to be performed, which have been registered with, and approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York State Labor Law. Such apprenticeship program must have a graduation rate of at least thirty percent (30%) as determined by the New York State Department of Labor.

42.0 CONTRACT PRICE ADJUSTMENTS

- 42.1** The proposed rates shall remain firm through the first contract period with no price adjustments allowed.
- 42.2** The County recognizes this product or service has a price component that may have a commodity with changing costs. The Contractor/Supplier may request a Price Adjustment no more frequently than once every 6-month period. The Contractor must notify the Director of Purchasing forty-five (45) days prior to the date of his/her intent to increase pricing.
- 42.3** A Price Adjustment request must be made in writing and include the reason for the request, substantiated documentation supporting the request (i.e., showing cost in effect at time of bid vs. cost in effect at time of request), the current pricing, and the requested revised pricing.
- 42.4** The County will review the Price Adjustment request. If the Price Adjustment is deemed reasonable the Price Adjustment request will be accepted by written acknowledgement. If the request is not accepted the County may entirely reject the request or may counter with revised pricing. In either case the County will provide a written explanation in support of the decision.
- 42.5** The Director of Purchasing may use available indexes (e.g., CPI or PPI) to determine if the requested Price Adjustment is reasonable. Typically, a Price Adjustment that exceeds 5% will not be approved unless very unusual and significant changes have occurred in the industry.
- 42.6** In the event industry costs decline, the County shall have the right to receive, from the Contractor, a reasonable reduction in prices/pricing that reflect such cost changes in the industry. The County will make a written request to the Contractor for a Price Adjustment in writing with supporting documentation.

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43.0 SCOPE OF SERVICES

All Work shall be in conformance with plans and specifications as developed by Lothrop Associates Architects D.P.C. for exterior upgrades and repairs to the Ulster County Courthouse, 285 Wall Street, Kingston, New York 12401.

44.0 SPECIFICATIONS AND DRAWINGS

THE THREE (3) ATTACHMENTS LISTED BELOW ARE CONSIDERED TO BE PART OF THESE BID DOCUMENTS AND ARE INCORPORATED INTO THE PROJECT SPECIFICATIONS.

All work shall adhere to and be in accordance with the attached specifications.

Attachment A - ULSTER COUNTY COURTHOUSE PROJECT MANUAL (324 pages)

Attachment B – TECHNICAL SPECIFICATIONS AND DRAWINGS (33 pages)

**Attachment C – CANOPY ELEVATIONS AND COLOR OPTIONS (1 page)
(Vendors are to submit bids based on option 1)**

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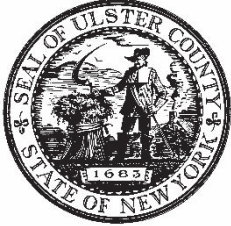
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(Rev. 10/27/21)

County Contract No. _____



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

RECITALS

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

WHEREAS, the Vendor [state brief description of how vendor is qualified to provide service and was selected] OR [was the lowest, responsible bidder to respond to the County’s Request for Bid RFB-UC ___ (the “Bid”) pursuant to the terms and conditions of the Bid]; and

WHEREAS, the County has agreed to engage the Vendor, and the Vendor has agreed to contract with the County, to [state brief description of services to be provided] [pursuant to Bid No. _____ and the Vendor’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 Parties hereby agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The Vendor 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 Vendor agrees to perform the Services in accordance with the terms and conditions of this Agreement. It is specifically agreed to by the Vendor that the County will not compensate the Vendor 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 Vendor agrees to perform the Services beginning [Enter Start Date], 20__ and ending [Enter Completion Date], 20___. In accordance with the Bid and with written notice to the Vendor, the County may extend the Term of this Agreement at its sole discretion for up to [_____] additional [one (1) year] periods.

ARTICLE 3 - COMPENSATION

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

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rise to such excess or additional costs. The County shall be invoiced and make payments as described in Schedule B, “Fees, Expenses, and Submissions for Payment.”

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

If this is an Agreement for which the Vendor will, in whole or in part, be compensated with New York State funds, the Vendor 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://opwdd.ny.gov/regulations-guidance/executive-order-38>.

ARTICLE 4 - EXECUTORY CLAUSE

The County will have no liability under this Agreement to the Vendor or to anyone else beyond funds appropriated and available for this Agreement. The County may terminate this Agreement if funds are not appropriated, available, or are reduced for this Agreement.

The Vendor 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 Vendor for the difference. If the full state and/or federal funding to the County for any payment to be made or which has been made under this Agreement, by the County to the Vendor, is reduced for any reason whatsoever, then the County may (i) deduct and withhold from any future payment(s) an amount equal to the reduction in funding, or (ii) otherwise recover from the Vendor the amount of the reduction. It is understood that based upon changes in the state and/or federal funding process, the actual amounts in this Agreement may change throughout the Term. The amounts in this Agreement will be amended to reflect the actual amounts to be paid upon notification to the County by the state and/or Federal Government, as necessary.

ARTICLE 5 – PROCUREMENT OF AGREEMENT

The Vendor represents and warrants that no person or selling agent has been employed or retained by the Vendor 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 Vendor 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 Vendor 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 Vendor shall neither make claim for, nor be entitled to recover any sum or sums otherwise due under this Agreement. This remedy, if effected, will not constitute the sole remedy afforded to the County for such breach or violation, nor will it constitute a waiver of the County’s right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

ARTICLE 6 - CONFLICT OF INTEREST

The Vendor 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 Vendor 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

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Agreement, or seeks a formal opinion from the County’s Board of Ethics, as to whether or not a conflict of interest exists. The law and disclosure form may be accessed electronically at <https://ulstercountyny.gov/board-of-ethics>.

For a breach or violation of such representations or warranties, the County will have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder, and the Vendor 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 VENDOR

The Vendor 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 Vendor 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 Vendor is aware that there are significant penalties for submitting false information to governmental agencies, including the possibility of fines and imprisonment. The Vendor shall be responsible for such penalties resulting from false information submitted to the County by the Vendor.

By signing this Agreement, the Vendor is attesting to that fact that neither it nor any of its employees, agents, representatives, officers, subcontractors, or any other entity or individual providing Services pursuant to this Agreement has been sanctioned, excluded, or in any other manner barred from doing business with any federal, state, or local agency, municipality, or department. If the Vendor 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 Vendor agrees to provide immediate and detailed notice to the County Attorney regarding such status. Any misrepresentation or false statement related to the Vendor’s status in this regard, or any failure by the Vendor 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 Vendor 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 Vendor 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 <https://ulstercountyny.gov/ulster-county-compliance-plan>. Alternatively, a hard copy of the Plan will be provided upon the Vendor’s request. The Plan relates to the County’s compliance with relevant federal and state fraud and abuse laws. The Vendor 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 Vendor shall ensure that each individual who provides such Services under this Agreement is provided with a copy of the Plan or given access to the Plan. The County strongly encourages all healthcare providers contracting with the County to implement their own compliance programs that address each of the elements of compliance recommended by the Office of the Inspector General, as well as the elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

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

The Vendor 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 <https://ulstercountyny.gov/ulster-county-compliance-plan>. The Vendor 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.

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ARTICLE 9 - FAIR PRACTICES

The Vendor, and each person signing on behalf of the Vendor, 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 Vendor 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 Vendor have not been knowingly disclosed by the Vendor 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 Vendor 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 Vendor (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 Vendor shall operate as and have the status of an independent contractor, and shall not act as agent for or on behalf of the County, nor will the Vendor represent the County, or bind the County in any manner. As an independent contractor, the Vendor shall be solely responsible for determining the means and methods of performing the Services, and shall have complete charge and responsibility for the Vendor's personnel engaged in the performance of the same.

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

Failure of the Vendor 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 Vendor, 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 Vendor's employees for past Services.

The provisions of this clause shall not hinder, prevent, or affect any assignment by the Vendor for the benefit of its creditors made pursuant to Article 2 of Chapter 12 of the New York Debtor and Creditor Law, except where the Federal Supremacy Clause requires otherwise.

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

ARTICLE 12 – SUBCONTRACTING

The Vendor 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 Vendor, 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 Vendor, will create any contractual relation in law or equity, between the subcontractor and the County; and
- D. That the subcontractor specifically agrees to be bound by the confidentiality provision as set forth in Article 15 of this Agreement between the County and the Vendor.

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

The Vendor 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 Vendor. The Vendor will not in any way be relieved of any responsibility under this Agreement by any subcontract.

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

ARTICLE 13 - PERFORMANCE

The Vendor shall perform the Services using its own equipment and facilities wherever and whenever possible. In performing the Services, the Vendor 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 Vendor is hereby given notice that the County will be relying upon the accuracy, competence, and completeness of the Vendor’s performance in using the results achieved by the Vendor’s performance of these Services. The Vendor shall at all times comply with all applicable federal, New York State, and local laws, ordinances, statutes, rules, and regulations.

ARTICLE 14 – PRIVACY AND SECURITY

Health Insurance Portability & Accountability Act of 1996 (“HIPAA”). Under certain circumstances, federal law and regulations governing the privacy of certain health information requires a “Business Associate Agreement” (a “BAA”) between the County and the Vendor [45 C.F.R. Section 164.504(e)]. If HIPAA is applicable to this Agreement, the County and the Vendor agree to enter into a separate BAA that complies with HIPAA, as that law may be amended from time to time. Unless the Vendor has previously executed a compliant BAA that is in effect and on file with the County, the BAA referenced in this provision must be executed simultaneously with this Agreement.

ARTICLE 15 - CONFIDENTIALITY

For purposes of this Article:

- A. The term “Confidential Information” as used herein, means all material and information, whether written or oral, received by the Vendor from or through the County or any other person connected with the County, or developed, produced, or

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obtained by the Vendor 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 “Vendor” as used herein includes all officers, directors, employees, agents, subcontractors, assignees, or representatives of the Vendor.

The Vendor shall keep all Confidential Information in a secure location within the Vendor’s offices. The County will have the right, but not the obligation, to enter the Vendor’s offices in order to inspect the arrangements of the Vendor for keeping Confidential Information secure. The County’s inspection, or its failure to inspect, will not relieve the Vendor of its responsibilities pursuant to this Article 15.

The Vendor 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 Vendor 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 Vendor 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 Vendor, 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 Vendor shall oppose such request and cooperate with the County in obtaining a protective order or other appropriate remedy, unless and until the Executive or the Purchasing Director, upon consultation with the Ulster County Attorney, in writing, waives compliance with the provisions of this Article 15, or determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or the County waives compliance with this Article 15, or determines that such disclosure is legally required, the Vendor shall disclose only such portions of Confidential Information that, in the opinion of the County, the Vendor is legally required to disclose, and the Vendor shall use its best efforts to obtain from the party to whom Confidential Information is disclosed, written assurance that confidential treatment will be given to any such Confidential Information disclosed, to the extent permitted by law.

Prior to the performance of any of the Services in connection with this Agreement, the Vendor shall obtain from each of its subcontractors, a confidentiality agreement running to the benefit of the County that is substantively identical to this Article 15. Further, at any time, if requested by the County, the Vendor shall obtain such an agreement from the officers, directors, agents, representatives, or employees of the Vendor and/or any of its subcontractors.

ARTICLE 16 – OWNERSHIP OF CONFIDENTIAL INFORMATION

Notwithstanding any other provision herein to the contrary:

- A. All Confidential Information, as defined in Article 15, including all copies thereof, is the exclusive property of the County regardless of whether or not it is delivered to the County. The Vendor 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 Vendor, such information shall be retained in a secure location in the Vendor’s office for a period of six (6) years after completion of the Services, or termination of this Agreement, whichever occurs later, and thereafter disposed of at the County’s direction.

ARTICLE 17 – INTENTIONALLY LEFT BLANK

ARTICLE 18 – PUBLICITY

The prior written approval of the County is required before the Vendor 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

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

ARTICLE 19 - RETENTION OF RECORDS

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

The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor must not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status, military status, domestic violence victim status, or marital status.

If this Agreement provides for a total expenditure in excess of \$25,000.00, the Vendor 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 Vendor agrees that neither it, nor its subcontractors, will, by reason of race, creed, color, disability, sex, or national origin: (i) discriminate in hiring against any New York State citizen who is qualified and available to perform the Services, or (ii) discriminate against or intimidate any employee hired for the performance of Services under this Agreement. If this is a building service agreement as defined in the New York State Labor Law Section 230, then in accordance with New York State Labor Law Section 239, the Vendor 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 Vendor is subject to (i) a fine of Fifty and 00/100 (\$50.00) Dollars

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per person, per day, for any violation of the New York State Labor Law Sections 220-e or 239, and/or (ii) possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

ARTICLE 22 – 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 Vendor agrees that all laborers, workers, or mechanics employed by the Vendor and/or its subcontractors in contemplation of the performance of this Agreement shall be paid not less than such hourly minimum rate of wage and shall be provided supplements not less than the prevailing supplements as designated by the New York State Commissioner of Labor.

ARTICLE 23 - ULSTER COUNTY LIVING WAGE ACT

In accordance with Local Law 6 of 2021 also known as the Ulster County Living Wage Act, if this Agreement is for an amount of FIFTY THOUSAND and 00/100 (\$50,000.00) DOLLARS or more in a County fiscal year (January 1 – December 31) and the Vendor has not received an exemption from the Ulster County Living Wage Act specific to this Agreement, the Vendor shall pay its employees that are working or providing services under this Agreement no less than the Living Wage in effect during the term of this Agreement. The current Living Wage can be found on the Ulster County Purchasing Department’s website at <https://ulstercountyny.gov/living-wage-act>. The Ulster County Living Wage Act can be accessed electronically at any time by going to <https://ulstercountyny.gov/living-wage-act>.

The County may suspend or terminate this Agreement and impose other penalties for violation of the Ulster County Living Wage Act.

ARTICLE 24 - INSURANCE

For provision of the Services set forth herein and as may be hereinafter amended, the Vendor 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 Vendor pursuant to this Agreement. Such insurers shall be of recognized financial standing, satisfactory to the County. The County shall be named as an additional insured on all commercial general liability policies with the understanding that any obligations imposed upon the insured (including, without limitation, the obligation to pay premiums) will be the sole obligation of the Vendor and not those of the County. Notwithstanding anything to the contrary in this Agreement, the Vendor 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 24. The provision of insurance by the Vendor will not in any way limit the Vendor’s liability under this Agreement.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary, without right of contribution of any other insurance carried by or on behalf of the County, with respect to its interests, (ii) it shall not be cancelled or materially amended without thirty (30) days prior written notice to the County, except in the case of cancellation for non-payment of premium which requires ten (10) 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 Vendor.

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 Vendor’s start of the performance of Services (including subsequent policies purchased as renewals or replacements); and

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- B. If the insurance is terminated for any reason, the Vendor agrees to purchase for the County an unlimited, extended reporting provision to report claims arising from the Services performed under this Agreement; and
- C. The Vendor 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 25 - INDEMNIFICATION

The Vendor 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 Vendor, 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 Vendor, its employees, representatives, subcontractors, assignees, or agents. The Vendor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, demands, or suits are groundless, false, or fraudulent.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act, or omission of the Vendor or an employee, representative, subcontractor, assignee, or agent of the Vendor, either within or without the scope of the respective employment, representation, subcontract, assignment, or agency, or arising out of the Vendor’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 26 - RESPONSIBILITY TO CORRECT DEFICIENCIES

The Vendor shall be responsible to correct, in a timely fashion and at the Vendor’s sole expense, any deficiencies in its Services resulting from the Vendor’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 Vendor within one hundred-twenty (120) days after completion and final acceptance of the Services. If the Vendor 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 Vendor and/or set-off such amount against any sums otherwise due to the Vendor. 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 27 - CURRENT OR FORMER COUNTY EMPLOYEES

The Vendor 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 Vendor 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 Vendor 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 28 - PROTECTION OF COUNTY PROPERTY

The Vendor 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 Vendor, its officers, directors, members,

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partners, employees, representatives, or assignees, or any person, firm, company, agent, or others engaged by the Vendor as an expert, consultant, specialist, or subcontractor hereunder, will be the responsibility of the Vendor.

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 Vendor 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 28.

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 – EXTENSIONS AND DELAYS

If, owing to the actions or neglect of the County, the Vendor is prevented from completing the Services within the Term of this Agreement, then the Vendor’s sole and exclusive remedy will be to request that a Change Order, Amendment, or an Addendum to this Agreement be issued by the Executive or the Purchasing Director, permitting an extension of time to perform the Services, equal to the time lost due to such delay. Such request shall be based upon written notice only, delivered to the Department Head promptly, but not later than thirty (30) days after the initial occurrence of the event giving rise to such claim, and stating the specific nature of the claim. An extension of time to perform the Services may only be granted by a written Change Order, Amendment, or Addendum to this Agreement, signed by the Executive or the Purchasing Director. In no event will the County be liable to the Vendor, its subcontractors, agents, assignees, or any other person or entity, for damages arising out of or resulting from any such delays.

ARTICLE 30 - TERMINATION

The County may, by written notice to the Vendor, 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 Vendor to comply with any of the terms or conditions of this Agreement, or (iii) upon the Vendor becoming insolvent or bankrupt.

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

Upon termination of this Agreement, the Vendor 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 Vendor 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 Vendor through, or provided under this Agreement, and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article 30, the County may procure upon such terms and in such manner as deemed appropriate, Services similar to those so terminated, and the Vendor 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 Vendor and/or set off against any sums due to the Vendor.

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

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BID NAME: ULSTER COUNTY COURTHOUSE EXTERIOR
UPGRADES AND REPAIRS

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provided by law, in equity, or pursuant to this Agreement.

ARTICLE 31 - 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 Vendor (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the Term of this Agreement, or (iii) from the County by operation of law. The County will also have the right to withhold any monies otherwise due under this Agreement for the purposes of set-off against any amounts due and owing to the County for any reason whatsoever, including without limitation, tax delinquencies, fee delinquencies and/or monetary penalties or interest relative thereto.

ARTICLE 32 - 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 33 – DISPUTES

In the event of a dispute arising from this Agreement, the Vendor shall be liable to the County for reasonable attorney's fees, costs, expenses and disbursements incurred by the County in enforcing its legal and/or equitable rights pursuant to this Agreement by reason of the failure of the Vendor to comply with any of the terms, conditions or warranties of this Agreement, express or implied, and/or the exercise of County's remedies with respect thereto, and/or any error, omission and/or professional negligence of the Vendor or its subcontractors, including but not limited to all attorney's fees, costs, expenses and disbursements incurred by the County in prosecuting a lawsuit against the Vendor, seeking Indemnification pursuant to Article 25, obtaining Correction of Deficiencies pursuant to Article 26, Termination pursuant to Article 30, and/or Set-Off Rights pursuant to Article 31. The Vendor shall further be liable to the County for all prejudgment interest on any award of attorney's fees, costs, expenses and disbursements so awarded. This provision shall survive completion of the Services and/or the expiration or termination of this Agreement.

ARTICLE 34 - GOVERNING LAW

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

ARTICLE 35 - 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 36 - GENERAL RELEASE

Acceptance by the Vendor 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 Vendor arising out of the performance of this Agreement.

ARTICLE 37 - NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

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

ARTICLE 38 - 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 39 - SURVIVING OBLIGATIONS

The Vendor’s obligations and those of the Vendor’s employees, representatives, agents, subcontractors, successors, and assignees, assumed pursuant to Article 7 (Representations by the Vendor), Article 8 (Corporate Compliance), Article 13 (Performance), Article 15 (Confidentiality), Article 16 (Ownership of Confidential Information), [Article 17 \(Intellectual Property\)](#), Article 18 (Publicity), Article 19 (Retention of Records), Article 25 (Indemnification), Article 26 (Responsibility to Correct Deficiencies), Article 28 (Protection of County Property), and Article 31 (Set-Off Rights) will survive completion of the Services and/or the expiration or termination of this Agreement.

ARTICLE 40 - 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:

Vendor:

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

County:

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

Any communication or notice regarding indemnification, termination, litigation, or proposed changes to the terms and conditions of this Agreement will be deemed to have been duly made upon receipt by both the County’s Department of [\[Insert your Department\]](#) and the Ulster County Attorney’s Office at the addresses set forth herein, or such other addresses as may have been specified in writing by the County:

Mailing Address:

County of Ulster
Attention: County Attorney
Post Office Box 1800
Kingston, New York 12402

Physical Address:

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

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

ARTICLE 41 - 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.

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ARTICLE 42 – FORCE MAJEURE

Neither Party hereto will be considered in default in the performance of its obligations hereunder, to the extent that performance of any such obligation is prevented and/or delayed by any cause, existing or future, beyond the control of such Party, and which by that Party’s exercise of due diligence and foresight could not reasonably have been avoided (“Impacted Party”) including, without limitation, the following force majeure events (“Force Majeure Events”): (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics or pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not); (d) national or regional emergencies; and (c) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give written notice within thirty (30) days of the Force Majeure Event to the other Party and the Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

Upon removal of such cause, the Impacted Party affected shall resume its performance as soon as reasonably possible. The Vendor’s financial inability to perform will not be deemed to be a Force Majeure Event regardless of the source causing such financial inability. If the Vendor is so delayed in the timely performance of the Services, the Vendor’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 Vendor or to its subcontractors, agents, assignees, or any other person or entity for damages arising out of, or resulting from, any such delays.

ARTICLE 43 - HEADINGS AND DEFINED TERMS

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

ARTICLE 44 – COUNTERPARTS

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

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

[INSERT DEPARTMENT NAME]

(Approved as to content)

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

COUNTY OF ULSTER

By: _____
NAME: Edward M. Jordan
TITLE: Director of Purchasing
DATE: _____

[INSERT VENDOR NAME]

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

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SCHEDULE A
SCOPE OF SERVICES

1. State that the Vendor will be performing the Services for the County. (Example: *The Vendor shall perform engineering design Services for the County's Department of Public Works.*)
2. Provide a detailed description of **WHAT** Services the Vendor shall perform for the County.
3. State **WHERE** the Services shall be performed by the Vendor.
4. State **HOW** the Services are to be performed by the Vendor.
5. State **WHEN** the Services shall be performed by the Vendor.
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

1. The Vendor's fee for Services shall not exceed the amount of [ENTER WRITTEN DOLLAR AMOUNT] AND ___/100 (\$ **.00**) DOLLARS for the Term of this Agreement.
2. The Vendor shall invoice the County's [Enter Department Name here] on a [weekly/monthly/quarterly] basis for the Services provided, at a rate of [ENTER WRITTEN DOLLAR AMOUNT] AND ___/100 (\$ **.00**) DOLLARS per [hour/day/week/month], which shall not exceed the amount of [ENTER WRITTEN DOLLAR AMOUNT] AND ___/100 (\$ **.00**) DOLLARS per [week/month/quarter].
3. The Vendor shall submit to the County original invoices for payment.
4. The Vendor 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].
5. The Vendor'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 Vendor'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 Vendor within sixty (60) days of approval of the invoice by the [Department Head Title] of the County's Department of [Department Name] and the Ulster County Comptroller.
9. Notwithstanding any other term or provision of this Agreement, including this Schedule B, the Vendor's invoices, together with all documentation required, must be promptly and timely submitted. The County reserves the right to reject payment of invoices that are submitted more than one hundred twenty (120) days after the required submission date set forth above, regardless of whether the service, work, or delivery was rendered.
10. The Vendor agrees to meet any additional invoicing requirements that the County may from time to time require, with reasonable notice to the Vendor.

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(Rev. 6-01-19)

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

SCHEDULE C

COUNTY OF ULSTER CONTRACT INSURANCE REQUIREMENTS

I. CONDITIONS OF INSURANCE

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

The Vendor shall submit copies of any or all required insurance documents as and when requested by the County. Upon policy renewal, the Vendor shall submit updated insurance policy information.

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

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

III. WORKERS' COMPENSATION AND DISABILITY INSURANCE

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.

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IV. 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 with which it is entering into a contract including a Waiver of Subrogation Endorsement. 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>

V. DISABILITY BENEFITS REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 220(8), a business entity (the Firm) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity it is entering into a contract with. The 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>

VI. 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 and Property Damage Liability Insurance in an amount not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **FOUR MILLION AND 00/100 (\$4,000,000.00) 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
 4. Pollution Liability when required
- 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.

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VII. UMBRELLA LIABILITY OR EXCESS LIABILITY INSURANCE

Umbrella Liability or Excess Liability Insurance shall be provided by the Vendor in an amount not less than **FIVE MILLION AND 00/100 (\$5,000,000.00) DOLLARS**.

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

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

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

VIII. AUTOMOBILE LIABILITY INSURANCE

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the 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
- d. “Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Auto Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

IX. POLLUTION LIABILITY INSURANCE

If this box is checked, Pollution Liability Insurance shall be provided by the Vendor in an amount not less than **One MILLION AND 00/100 (\$1,000,000) DOLLARS** for each occurrence and in an amount of not less than **One MILLION AND 00/100 (\$1,000,000) DOLLARS** general aggregate.

X. 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 **FIVE MILLION AND 00/100 (\$5,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **FIVE MILLION AND 00/100 (\$5,000,000.00) DOLLARS** general aggregate.

XI. RIGGERS LIABILITY INSURANCE

If this box is checked, Riggers 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 **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.

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NOTICE

LEGAL PUBLICATIONS FOR BIDS - 2023

PLEASE BE ADVISED THAT FOR THE YEAR 2023 THE ULSTER COUNTY PURCHASING DEPARTMENT WILL PUBLISH ALL PUBLIC BIDS IN THE FOLLOWING NEWSPAPERS BY DIRECTIVE OF THE U.C. LEGISLATURE.

SHAWANGUNK JOURNAL HUDSON VALLEY ONE

All capital projects containing materials and labor related to public works will also be published in the following trade magazines (not required by law):

New York State Contract Reporter

It is the responsibility of the prospective bidders to read these publications and contact the Ulster County Purchasing Department to obtain bid specifications.

Ulster County Purchasing Department
100 Development Court
Kingston, NY 12401

Phone: 845-340-3400

Fax: 845-340-3434

Web: www.ulstercountyny.gov/purchasing

Note: Ulster County uses the *Empire State Purchasing Group* vendor file as the County's vendor list. Businesses wishing to register as a vendor with Ulster County should sign up on the ESPG website by logging on to: www.ulstercountyny.gov/purchasing. Assistance in registering can be obtained by calling 1-800-835-4603.

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**PLEASE RETURN THE FOLLOWING SHEETS
ONLY**

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BIDDER NAME: _____

BID PRICE RETURN FORM (page 1 of 5)

1. **BASE BID**

The undersigned, having examined the proposed Contract Documents titled:

**ULSTER COUNTY COURTHOUSE
EXTERIOR UPGRADES AND REPAIRS
285 WALL STREET
KINGSTON, NEW YORK**

and having visited the site and examined the conditions affecting the Work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the Work as required by said proposed Contract Documents. The Bid shall be stipulated lump sum including all allowances and calculated based upon the following Bid breakdown:

- | | |
|---|----------|
| 1. General Conditions | \$ _____ |
| 2. Hazardous materials removals | \$ _____ |
| 3. Canopy Construction | \$ _____ |
| 4. Stair Reconstruction | \$ _____ |
| 5. Metal Cornice Repairs & Reconstruction | \$ _____ |
| 6. Roof Replacements | \$ _____ |
| 7. Widow Restoration | \$ _____ |
| 8. Masonry Cleaning and Repairs | \$ _____ |
| 9. Painting | \$ _____ |
| 10. Close Out | \$ _____ |

For a Total Stipulated Lump Sum amount of:

_____ DOLLARS (\$ _____)

2. **ALLOWANCES**

- See description in Section 012100
- Coordinate quantity allowance adjustment with unit-price requirements in Section 012200 "Unit Prices."

A. ALLOWANCE #1: Quantity allowance: include in the base bid an additional One Thousand (1000) Square foot (SF) allowance for all labor, material, and equipment to provide the removal of damaged or rust perforated decorative metal cornice panel system and replacement with new metal panel cornice panel system to match existing as detailed in the construction documents details 1,2,3,4/A502 and specification section section 057000 decorative metal restoration and fabrications. \$ _____ DOLLARS

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BIDDER NAME: _____

BID PRICE RETURN FORM (page 2 of 5)

- B. ALLOWANCE #2: Quantity allowance: include in the base bid an additional four-thousand (4000) square foot allowance for all labor, material, and equipment to provide removal and replacement of damaged exterior plywood roof sheathing. \$ _____
- C. ALLOWANCE #3: Quantity allowance: include in the base bid an additional four-hundred (400) square foot allowance for all labor, material, and equipment to provide masonry repointing as shown on the construction documents. \$ _____
- D. ALLOWANCE #4: Quantity allowance: include in the base bid an additional four-hundred (400) linear foot allowance for all labor, material, and equipment to provide removal and replacement of rotted and damaged wood eaves, rakes, soffits, trim boards and moldings as detailed in the construction documents.
\$ _____
- E. ALLOWANCE #5: Quantity allowance: include in the base bid a quantity allowance for the additional removal and replacement of 2-Cupola Pilaster assemblies (including cap and plinth) including all labor, material, and equipment. \$ _____
- F. ALLOWANCE #6: Quantity allowance: include in the base bid a quantity allowance for the additional removal and replacement of 2-Cupola Plinth blocks including all labor, material, and equipment. \$ _____
- G. ALLOWANCE #7: Quantity allowance: include in the base bid an additional allowance for the removal and replacement of 2-cupuola Brackets including all labor, material, and equipment. \$ _____
- H. ALLOWANCE #8: Quantity allowance: include in the base bid a quantity allowance for an additional One-Hundred (100) Square Feet of cupula wood board /siding removal and replacement including all labor, material, and equipment. \$ _____
- I. ALLOWANCE #9: Quantity allowance: include in the base bid a quantity allowance for an additional two-hundred (200) Linear Feet of wood cornice, soffit, dentil, and trim removal and replacement including all labor, material, and equipment. \$ _____
- J. ALLOWANCE #10: Quantity allowance: include in the base bid an additional allowance for a Fifty (50) Square Feet of wood ceiling removal and replacement including all labor, material, and equipment.
\$ _____
- K. ALLOWANCE #11: Quantity allowance: include in the base bid an additional allowance of 200 Linear foot for all labor, material, and equipment to replace rotted or damaged 2x8 wood gutter framing members.
\$ _____
- L. ALLOWANCE #12: Quantity allowance: include in the base bid an additional four-hundred (400) square foot allowance for all labor, material, and equipment associated with additional painting.
\$ _____
- M. ALLOWANCE #13: Quantity allowance: include in the base bid an additional one-hundred and fifty (150) linear foot allowance for all labor, material, and equipment to provide removal and replacement of one linear foot of rotted and damaged wood gutter liner with new plywood gutter liner.
\$ _____

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.ulstercountyny.gov/purchasing

BID NAME: ULSTER COUNTY COURTHOUSE EXTERIOR
UPGRADES AND REPAIRS

BID NO. **RFB-UC23-141C**

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BIDDER NAME: _____

BID PRICE RETURN FORM (page 3 of 5)

- N. ALLOWANCE #14: Quantity allowance: include in the base bid an additional allowance of two-hundred and fifty (250) linear foot for all labor, material, and equipment to provide removal and replacement of one linear foot of rotted and damaged wood 1 x 8 roof deck planks. \$ _____
- O. ALLOWANCE #15: Quantity allowance: include in the base bid an additional allowance of Fifteen (15) linear feet for all labor, material, and equipment to provide removal and replacement of cast ornamental fencing. \$ _____
- P. ALLOWANCE #16: Quantity allowance: include in the base bid Two Hundred (200) linear foot allowance for all labor, material, and equipment to provide removal and replacement of one linear foot of rotted and damaged wood roof framing with (2) LVL's of same depth and sistered to each side of existing framing with 1/2" staggered lag bolts. Assume 3-1/2" x 14" max LVL size. \$ _____

3. **ALTERNATES**

- See description in Section 010300

DEDUCT ALTERNATE NO. 1: all labor, materials, and equipment to rehabilitate existing single ply roof at roof area E with fluid applied roofing membrane coating as detailed by the drawings and specification section 076500.13

Should Ulster County decide to accept the portion of the work identified as DEDUCT ALTERNATE #1 **DEDUCT** from the Base Bid Amount stated above the sum of

\$ _____

4. **UNIT PRICES**

- See description in Section 012200
 - Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."
 - In addition to the Base Bid, the bidder shall provide unit prices (including labor, material, equipment, overhead and profit) for the following items:
- A. Unit Price # 1: Removal and Replacement of 1 Square Foot (SF) of damaged or rust perforated decorative metal cornice panel system. \$ _____
- B. Unit Price #2: Removal of damaged 1 Square Foot (SF) of plywood sheathing and replacement with 1 SF new PLYWOOD sheathing. \$ _____
- C. Unit Price #3: Provide 1 SF Masonry Repointing \$ _____
- D. Unit Price #4: Remove and Replace 1 Linear Foot of rotted and damaged wood eaves, rakes, soffits, trim boards and moldings as detailed in the construction documents. \$ _____

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BIDDER NAME: _____

BID PRICE RETURN FORM (page 4 of 5)

- E. Unit Price #5: Remove and Replace 1 rotted and damaged Cupola wood pilaster, cap and plinth assembly as detailed in the construction documents. \$ _____
- F. Unit Price #6: Remove and Replace 1 rotted and damaged Cupola wood plinth block as detailed in the construction documents. \$ _____
- G. Unit Price #7: Remove and Replace 1 rotted and damaged Cupola wood Bracket as detailed in the construction documents. \$ _____
- H. Unit Price #8: Remove and Replace 1 square foot of rotted and damaged Cupola wood siding/panels as detailed in the construction documents. \$ _____
- I. Unit Price #9: Remove and Replace 1 linear foot of rotted and damaged Cupola wood cornice, soffit, dentil, and trim as detailed in the construction documents. \$ _____
- J. Unit Price #10: Remove and Replace 1 square foot of rotted and damaged Cupola wood ceiling as detailed in the construction documents. \$ _____
- K. Unit Price #11: Remove and Replace 1 Linear foot of rotted wood 2x8 Gutter framing. \$ _____
- L. Unit Price #12: 1 Square foot of additional painting. \$ _____
- M. Unit Price #13: Remove and Replace 1 linear foot of rotted and damaged wood gutter liner with new exterior plywood sheathing, thickness 3/4" or as required to match existing thickness as detailed in the construction documents. \$ _____
- N. Unit Price #14: Remove and Replace of one linear foot of rotted and damaged wood 1 x 8 roof deck planks. \$ _____
- O. Unit Price #15: Remove and Replace of one linear foot of cast ornamental fencing. \$ _____
- P. Unit Price #16: removal and replacement of one linear foot of rotted and damaged wood framing with LVL of same depth sistered to each side of existing framing. Assume 14" max. depth. \$ _____

5. TIME FOR COMPLETION

If awarded the Contract for Construction the bidder agrees to complete the work described in the Bid Documents within **365 calendar days**

- 6. The undersigned understands and agrees to that the submitted bids shall remain open and unchanged for a period of not less than sixty (60) days after the day of the bid opening.
- 7. The undersigned understands and agrees to comply with and bound by Instructions to Bidders issued for this Work.

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BIDDER NAME: _____

BID PRICE RETURN FORM (page 5 of 5)

8. The undersigned acknowledges receipt of Addenda :

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

9. Enclosed with this bid security in the amount of not less than 5% of the bidder's proposed Contract Sum for each bid.

10. The undersigned acknowledge that the firms listed below shall be the sub-contractors who shall participate in this project. Failure to list sub-contractors shall disqualify the Bidder.

BIDDER NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

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BIDDER NAME: _____

REFERENCE FORM

All bidders will be required to complete this form providing three (3) references of past performance. References should involve projects and/or service situations of similar size and scope to this bid. References must have had dealings with the Bidder within the last thirty-six (36) months. The County reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

Ulster County or any of its departments may be listed as an additional reference, but may not be substituted for any of the three required references.

1) Reference Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Contract Date: _____

2) Reference Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Contract Date: _____

3) Reference Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Contract Date: _____

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BIDDER ADDRESS FORM

MAIL BID TO:

VENDOR NAME: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

**ONLY if different -
MAIL PURCHASE ORDER TO:**

ADDRESS: _____

TELEPHONE: _____ FAX: _____

CONTACT: _____ E-MAIL: _____

**ONLY if different -
MAIL PAYMENT TO:**

ADDRESS: _____

TELEPHONE: _____ FAX: _____

CONTACT: _____ E-MAIL: _____

IN ACCORDANCE WITH ULSTER COUNTY’S INSURANCE REQUIREMENTS (CHECK ONE):

I certify that my company will deliver by common carrier

I certify that my company will deliver by owned or leased vehicles

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UPGRADES AND REPAIRS

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BIDDER NAME: _____

ASSUMED NAME CERTIFICATION

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

ASSUMED NAME: _____

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

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

AUTHORIZED SIGNATURE

PRINT NAME

COUNTY OF ULSTER – PURCHASING DEPARTMENT

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THIS PAGE MUST BE COMPLETED

BIDDER ORGANIZATION INFORMATION

BIDDER NAME: _____

TYPE OF ENTITY: CORP. _____ PARTNERSHIP _____ INDIVIDUAL _____

DBA: _____

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

NYS DOS ID # _____ DUNS # (FTA Projects): _____

DATE OF ORGANIZATION: _____

IF APPLICABLE: DATE FILED: _____ STATE FILED: _____

If not a publicly owned Corporation:

CORPORATION NAME: _____

LIST PRINCIPAL STOCKHOLDERS: (5% of outstanding shares)

LIST OFFICERS AND DIRECTORS:

NAME

TITLE

If a partnership:

PARTNERSHIP NAME: _____

LIST PARTNERS NAME(S):

COUNTY OF ULSTER – PURCHASING DEPARTMENT

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ACKNOWLEDGMENT AND ACCEPTANCE DECLARATION

Living Wage Act - Local Law Number 6 of 2021

(To be completed by each respondent to a bid/proposal solicitation
when that solicitation has included Living Wage Advertisement/Solicitation Language.)

CONTRACTING AGENCY: _____

AGENCY CONTRACT NUMBER: _____

VENDOR NAME: _____

DATE PREPARED: _____ **PREPARED BY:** _____

VENDOR TELEPHONE NUMBER: _____

VENDOR EMAIL ADDRESS: _____

VENDOR MAILING ADDRESS: _____

As the authorized representative of the above-referenced bidder or proponent, I hereby acknowledge that the bidder/proponent understands that the contract or agreement that will be executed with a successful bidder/proponent pursuant to this solicitation is subject to the Living Wage Act and the regulations associated therewith. The bidder/proponent hereby agrees to comply with the Living Wage Act and the associated regulations if awarded a contract pursuant to this solicitation. I am authorized to make the above representations on behalf of the bidder or proponent.

**AUTHORIZED REPRESENTATIVE
CERTIFICATION:**

X _____

NAME: _____

TITLE: _____

DATE: _____

COUNTY OF ULSTER – PURCHASING DEPARTMENT

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CERTIFICATION AND SIGNATURE FORM
AFFIDAVIT OF NON-COLLUSION

NAME OF BIDDER: _____ 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 bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

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

The person signing this bid, 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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BIDDER 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:

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

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UPGRADES AND REPAIRS

BID NO. **RFB-UC23-141C**

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BIDDER 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/reggs/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 _____

202 ____

Notary Public: _____

COUNTY OF ULSTER – PURCHASING DEPARTMENT

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INSURANCE REQUIREMENTS:

The following insurance acknowledgement must be completed and signed and submitted with this bid even if the bidder is unable to provide their certificate of insurance with their bid.

BIDDER NAME: _____, if a successful bidder, agrees to provide an insurance certificate with endorsement, in compliance with the insurance requirements set forth in this bid. Insurance certificates, with County of Ulster listed as additional insured, must be supplied within ten (10) business days or as specified in the notice of award or the award may be rescinded.

BID TITLE: _____

Authorized Signature: _____

Name & Title of
Authorized Signer: _____

Dated: _____

Insurance Agency: _____

Address of Agency: _____

Contact Person
At Agency: _____

Phone Number
of Agency: _____

Current Policy Limits: _____ G/L Occurrence

_____ G/L Aggregate

_____ Umbrella or Excess

_____ Automobile

_____ Professional or Other Required

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BIDDER NAME: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUMS

The bidder acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Failure to acknowledge receipt of all amendments may cause the bid to be considered not responsive to the Invitation, which would require rejection of the bid.

SUBMITTED BY (Signature)

AGENCY/COMPANY NAME

COUNTY OF ULSTER – PURCHASING DEPARTMENT

100 DEVELOPMENT COURT, KINGSTON, NY 12401

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BIDDER NAME: _____

NON-BIDDER'S RESPONSE

For purposes of facilitating your firm's response to our invitation to bid, the County of Ulster is interested in ascertaining reasons for prospective bidders' failure to respond to invitations to bid. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the Ulster County Purchasing Department at the above address.

We are not responding to this invitation for bid for the following reason(s):

___ Items or materials requested not manufactured by us or not available to our company.

___ Our items and/or materials do not meet specifications.

___ Specifications not clearly understood or applicable (too vague, too rigid, etc.)

___ Quantities too small.

___ Insufficient time allowed for preparation of bid.

___ Incorrect address used.

Correct mailing address is:

___ Our branch/division handles this type of bid.

Correct name and mailing address is:

___ Other reason(s):

