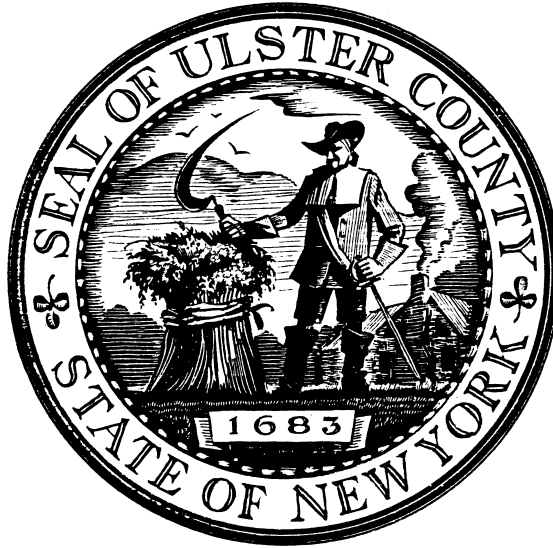


COUNTY OF ULSTER
REQUEST FOR STATEMENT OF QUALIFICATIONS



RFSOQ #UC16-018

**ASHOKAN RAIL TRAIL
ENGINEERING SERVICES**

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

COUNTY OF ULSTER – PURCHASING DEPARTMENT

244 Fair Street, Third Floor, Kingston, NY 12401
PHONE: 845-340-3400 / FAX: 845-340-3434 / WEB: www.co.ulster.ny.us/purchasing/

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REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSOQ)

DATE: FEBRUARY 11, 2016

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

RFSOQ NAME: ASHOKAN RAIL TRAIL
ENGINEERING SERVICES

RFSOQ NUMBER: RFSOQ-UC16-018

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

**FINAL DATE & TIME TO
RECEIVE SOQ:** March 4, 2016; 4:00 PM

**FINAL DATE TO SUBMIT
QUESTIONS:** February 22, 2016

CONTACT PERSON: Ed Jordan, Deputy Director
Ulster County Purchasing Department
Phone: 845-334-5574
Email: ejor@co.ulster.ny.us

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

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

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

Marc Rider
Director of Purchasing

COUNTY OF ULSTER – PURCHASING DEPARTMENT

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RECEIPT CONFIRMATION FORM

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

Ulster County Purchasing Department
Ed Jordan, Deputy Director
244 Fair Street 3rd Floor
Kingston, NY 12401
Ph: 845-334-5574
Fax: 845-340-3434

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

Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person Name: _____ Title: _____

Telephone: _____ Fax: _____

Email: _____

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

_____ We will be submitting a proposal.

_____ We will not be submitting a proposal.

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1. PROJECT SERVICES DESCRIPTION:

The County of Ulster (“the County”) is requesting Statements of Qualifications (“SOQ”) to obtain the professional services of a consulting civil engineering firm to prepare preliminary and final plans, conduct all necessary environmental reviews and permitting, development of specifications and bidding documents, and provide construction support and inspection services (“Services”) for the development of a public recreational rail trail in Ulster County, New York, currently identified as the Ashokan Rail Trail Project (the “Project”).

2. PROJECT DESCRIPTION:

The Project seeks to convert an approximately 11.5-mile segment of the County-owned Ulster & Delaware (“U&D”) Railroad Right-of-Way (“ROW”) into a non-motorized, shared-use recreational trail from Basin Road in West Hurley to Route 28A in Boiceville. Once constructed, the Project will be open to the public year-round from dawn to dusk, and allowable uses will include walking, running, bicycling, cross country skiing, and snowshoeing. The Project shall also serve as enhanced access for fishing and hunting, which are regulated and allowed by the New York City Department of Environmental Protection (“DEP”) in certain areas of the Watershed Lands along the Project ROW. The County’s goal is to design and construct in an environmentally responsible manner a world-class recreational trail facility that is destination quality.

The segment of ROW to be used for the Project runs along the northern edge of New York City’s Ashokan Reservoir south of New York State Route 28 in the Towns of Hurley and Olive (from U&D Railroad Mileposts 10 to 21.5). The Project ROW is fully within New York City Watershed Lands and will be subject to the *“Rules and Regulations for the Protection From Contamination, Degradation, and Pollution of the New York City Water Supply and Its Sources”* (“Watershed Regulations”).¹ The environmental record and all engineering designs and plans shall be developed in concert with DEP, with which the County has signed a Memorandum of Agreement² (“Agreement”) to facilitate and help fund public recreation trail development.

A Feasibility Study³ (“FS”) for the Ashokan Rail Trail was prepared in July 2015 to provide a preliminary assessment of the proposed Project. The development of the FS included field survey and mapping of the entire Project segment along with inspection of existing conditions along the ROW. The FS recommended that the County construct the Project on the alignment of the existing U&D railroad bed and remove all track, ties and other track materials to re-use the existing footprint for trail development. The FS highlighted that most of the Project segment was “largely intact and in good to fair condition”, with the exception of deferred maintenance on drainage structures. The FS identified two major constraints: the failing Butternut Creek Culvert and the collapsed Boiceville Trestle. The Services shall include assessment and engineering design for restoration of the Butternut Creek Culvert but will not include design for the rehabilitation of the Boiceville Trestle, which is anticipated to be a separate project with separate funding sources. The Project will not include design or construction of the three major trailheads, which under the Agreement is the responsibility of the DEP. However, an evaluation of the potential locations of two of the three trailheads is included in the Project Design. Both the trestle and the trailheads will be included in the Project’s review under SEQRA. The County may consider phasing

¹ The Regulations can be reviewed at: <http://www.nyc.gov/html/dep/pdf/recrules/regulations.pdf>. In particular,

² The Agreement can be viewed at: <http://ulstercountyny.gov/ashokan-rail-trail-documentation>

³ The 2015 Feasibility Study is available at: <http://ulstercountyny.gov/ashokan-rail-trail-documentation>

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the Project construction into two or three phases once final design plans have been approved if necessary and recommended upon further evaluation.

Engineering and design considerations for the Project shall include, but not be limited to:

- Cost effective removal and disposal/salvage of all railroad track, ties and other track materials (“OTM”)
- Consideration and planning of trail subsurface, trail surface materials (impervious not allowed by DEP Agreement), trail width, shoulders and trail amenities
- Evaluation of required drainage repairs, modifications and improvements
- Assessment of and coordination with DEP on potential locations for two (2) public trailheads near or at the eastern and western Project termini (third trailhead location has been determined)
- Accessibility to persons with disabilities and emergency response vehicles
- Safety features, including fencing and signage, and other measures deemed necessary or appropriate to protect trail users and ensure trail users remain on trail and respect drinking water supply protections
- Delineation of wetlands and assessment of Endangered Species
- Coordination with DEP and other permitting agencies and facilitation of local community input of proposed Project design
- Preparation of a Stormwater Pollution Prevention Plan (SWPPP) as required by DEP
- Evaluation of Project phasing based on major Project constraints, funding availability, and permitting issues
- Consideration of aesthetics to ensure Project maximizes opportunities to highlight and access scenic viewsheds, utilizes materials that fit with environment, develops quality interpretive and directional signage and information, employs natural materials for all fencing, and considers possible areas for public art installations.

3. PHASES OF WORK INCLUDED:

The phases of work included in this RFSOQ are: Preliminary Design; Right of Way Incidentals, Detailed Design; Right of Way Acquisition, Bid Advertising, Opening and Award; Construction Support; and Construction Inspection.

4. PROJECT SCHEDULE:

The Project Services are anticipated to be completed no later than six (6) months from execution of contract with the County.

5. SCOPE OF SERVICES:

- A. All engineering services necessary for construction of the Project, including receipt of necessary approvals from DEP and other permitting agencies, for the following Project phases:
 - a. **Preliminary Design** shall include but not be limited to: coordination of kick-off meeting with County and/or local stakeholders (including a Project Advisory Committee); FS data confirmation/ collection and analysis; evaluation of alternatives and recommendation for cost-effective removal and salvage/disposal of track, ties, and other track materials;

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preparation of the Preliminary Design Document for review and revisions by the County and DEP with detailed preliminary cost estimates; reviews and confirmation of topographic and ROW survey and mapping; evaluation of cost and environmental factors for alternative designs, including the reconstruction or replacement of the failed Butternut Creek Culvert; evaluation and planning for drainage improvements; assessment of potential locations for eastern and western trailhead facilities and connectivity to those facilities and the third trailhead at Shokan to the trail; assessment and consideration of secondary access points for local Project users (with no or little parking and other facilities); evaluation of environmental and historic preservation impacts and permitting requirements and collection/ documentation of needed information; analysis and recommendation of Project construction phasing; and preparation of presentations and displays and participation at public informational meetings and/or hearings to discuss Preliminary Design.

- b. **Right of Way** shall include confirmation of the County's easement associated with the U&D Corridor through NYC Lands; additional ROW efforts associated with trailhead alternatives including any not confined to lands owned by NYCDEP.
- c. **Final Design** shall include, but not be limited to: development of detailed trail plans and specifications including for the Butternut Creek Culvert repair/ replacement; completion of Final Design Document and coordination with DEP and other permitting agencies for final approvals; final recommendation for cost-effective removal and salvage/disposal of track, ties, and other track materials with consideration of Project phasing; provision of final revised cost estimates broken down by Project phase and section; development and design for trail appurtenances, including fencing, benches, kiosks and signage; recommendation for major and secondary trailhead locations with design for connections to Project; final recommendation for Project construction phasing; and preparation of presentations and displays and participation at public informational meetings, Legislative meetings and/or hearings.
- d. **Bid Advertising, Opening and Award** shall include, but not be limited to: preparation and submission of final bid documents, plans, specifications, and estimates (PS&E) for the Project; and evaluations and recommendations for bid awards.
- e. **Construction Support** shall include but not be limited to: response to unanticipated or changed field conditions; analysis, participation and recommendation for proposed design changes; interpretation of all design plans and specifications; and monitoring of construction activities to ensure that all required environmental and drinking water protective measures are implemented pursuant to approved Final Design.
- f. **Construction Inspection** shall include but not be limited to: responsibility, as appropriate, for the administration of the construction contract(s) including maintaining complete Project records and conducting/documenting regular Project meetings; processing and approving contractor payments; performing detailed inspection work and on-site field tests of all materials; and ensuring that all items of work are incorporated into the construction contract consistent with approved Final Design.

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B. The Project work for this RFSOQ is generally divided into the following sections:

- Section 1 General
- Section 2 Data Collection & Analysis
- Section 3 Preliminary Design
- Section 4 Environmental
- Section 5 Right of Way
- Section 6 Detailed Design
- Section 7 Advertising, Bid Opening and Award
- Section 8 Construction Support
- Section 9 Construction Inspection
- Section 10 Technical Assumptions

C. In addition to the Design Report, the selected firm will prepare construction drawings for the Project including trail surface treatment, integrated environmental design features, safety features and signage, culverts and drainage features, gates and vehicle barriers, and any other recommended appurtenances such as landscaping, benches, kiosks, etc.

D. The approved designs will be prepared for public bidding and will meet all County, New York State and DEP requirements related to the available grants and funding. The bidding will be at prevailing/Davis Bacon wages (whichever is applicable).

E. The chosen firm will oversee the awarding of bids and insure the bids contain all of the costs and components necessary for the Project to be built as designed.

F. The chosen firm will coordinate with all involved agencies and groups including: the New York State Department of Environmental Conservation; the New York State Office of Parks, Recreation and Historic Preservation; the Towns of Hurley and Olive, the U.S. Fish and Wildlife Service; DEP; and others as required for design, permitting and construction of the Project.

G. The chosen firm will note on all plans, maps and documents where appropriate, any attributions required by the funding agencies.

H. The chosen firm shall prepare and submit all reports and plans in the printed and digital formats as required by the County and/or the funding agencies.

6. PROPOSAL SUBMISSION REQUIREMENTS:

A. The County does not currently anticipate that federal funding will be utilized for the Project, but in order for the County to conduct a uniform review process, all Proposals shall be submitted using Standard Form (SF) 330, which is available at: <http://www.gsa.gov/portal/forms/download/116486>. The instructions for completing the SF 330 are provided on pages 1 and 2 of the form and must be followed, except as modified below:

Section E, Resumes of Key Personnel Proposed For This Contract:

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The proposed Project Team should include only those full time employees currently employed as of the date the RFSOQ. Part-time personnel, personnel not employed as of the date of the RFSOQ, and/or personnel used on an as-needed basis should not be counted here but may be included in subsequent presentations.

Specific project experience must also include the date when the experience occurred. Individuals listed who are not currently employed by the responding firm must be identified as such. The starting date of employment must be given for individuals employed less than one year with the firm. Resumes of key individuals should be limited to a single (one-sided) page.

Section F, Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract:

Provide a list of no more than 5 projects involving similar services provided to public or private clients within the last 10 years. References with names and telephone numbers must be included for the projects. This section may include pictures or graphics relative to the text. The use of non-glossy color graphics is permitted. Graphics or photos must be printed on the page and may not be otherwise attached. Pages with text, pictures or graphics, etc. on both sides of the page count as two pages.

Section H, Additional Information:

Statements that address selection criteria to be used to evaluate the submission but are not covered by the information requested in other sections of the SF-330 should also be included in this section. The Section should also include the following:

- a) A statement indicating the firm's interest in providing engineering design services for the Project as defined in this RFSOQ.
- b) A Project organization chart indicating key personnel to be assigned to the Project. Sub-consultant personnel should be included as appropriate. Please limit key personnel to no more than seven (7) names.
- c) A full description of the firm's approach to the Project.
- d) A detailed description of the firm's background and experience with design and bid documents that have been prepared and approved for clients. If subconsultants and/or subcontractors are proposed, a similar description shall be submitted for those firms or individuals. The description should include the involvement of key individuals identified in the Project organization chart.
- e) For projects referenced in Section F, please provide a detailed description for two (2) of the most relevant projects. Provide an overview of the firm's role in the project including the role of key personnel included in this submittal in these projects, as well as the role of any sub consultants identified. Cite any unique challenges and/or accomplishments associated with the project and include project budget and the firm's portion of that budget. This section may include available graphics for the projects as well as any

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interviews, quotes from project users or officials involved. The section shall be limited to no more than five (5) double sided pages.

B. Eight (8) printed copies, One (1) unbound original, and one (1) electronic copy (CD or thumb drive) containing an entire electronic version of firm's submission must be received by mail or hand delivered on or before March 4, 2015 at 4:00 P.M. to:

Ed Jordan, Deputy Director
Ulster County Purchasing Department
244 Fair Street, Third Floor
PO Box 1800
Kingston, NY 12402

7. DISADVANTAGES BUSINESS ENTERPRISES (DBE) & WOMEN AND MINORITY OWNED BUSINESS ENTERPRISES (W/MBE) (SUBCONSULTANTS/SUBCONTRACTORS):

DBE's and W/MBE's are encouraged to submit an SOQ in response to this solicitation. Other proposers are encouraged to submit DBE or W/MBE subconsultants and/or subcontractors where appropriate. Ulster County has not set a specific participation goal for this effort. Subconsultants, Subcontractors, and/or joint ventures are permitted.

8. NO DISCRIMINATION:

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

The Firm shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrade, demotion, transfer, layoff, termination, and rates of pay.

9. REQUIRED LICENSES AND CERTIFICATIONS:

The selected firm and any subconsultants and/or subcontractor must submit proof of authority to practice engineering/land surveying in NYS (as appropriate) immediately upon selection.

10. SELECTION PROCEDURE:

Based on a review and evaluation of the information provided in submittal, Ulster County will rank the firms that respond and select the firm ranked as most qualified to meet the County's and Project needs. The ranking and selection will be based on a committee evaluation of the firms that submit the required RFSOQ information as outlined in this solicitation. The following criteria and associated maximum points allowed will be considered by the committee in ranking the responding firms:

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Criteria	Max Pts	Ranking
Firm's proposed approach to and understanding of the Project and services to be provided	35	
Firm's experience with similar kinds of projects and/or work, including with projects in New York City Watershed	30	
Experience and expertise of staff/ subcontractors assigned to provide services	20	
Organizational and financial responsibility	10	
Local economic development	5	
Total	100	

Interviews may be scheduled with prospective firms after the RFSOQ opening and initial evaluation. This will permit further evaluation and allow the County to inquire further into the firm's Proposal as it relates to the factors listed above. The County reserves the right to make a final choice based solely on the ranking of firms that are interviewed.

11. METHOD OF AWARD:

A notice of award will be made to the highest ranked firm as established during the selection procedure. Contract negotiations will commence with the chosen firm to establish an acceptable detailed scope of service and Project schedule. If the County and the chosen firm cannot agree, the County, at its sole discretion, can start negotiations with the second ranked firm, and so on through the top three ranked firms. The County retains the right to request further information from all respondents and reject all RFSOQ responses at its sole discretion. An award shall not be binding upon the County until a contract has been fully executed by both Parties. Such contract shall be similar in content to the "Agreement for Professional Services" included herein beginning on page 12.

12. QUESTIONS:

All questions must be submitted in writing and received by the 5:00 PM on February 22, 2016. Submissions must be directed to the Ulster County Purchasing Department via fax or email using the form found at the end of this RFSOQ. All questions submitted will receive a written response. No oral interpretations as to the meaning of this RFSOQ or revisions to this RFSOQ will be made. Any interpretation deemed necessary by the County will be in the form of an addendum to this RFSOQ and, when issued, will be delivered as promptly as is practicable to all parties to whom this RFSOQ has been issued. All addenda shall become part of the RFSOQ. Responders shall not rely upon any oral statements or conversations they may have with Ulster County employees or third parties regarding this RFSOQ.

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13. GENERAL INFORMATION:

- A. This RFSOQ is not to be construed as creating a contractual relationship between the County and any firm submitting a response.
- B. The County reserves the right to reject any or all responses. The County may also elect to cancel this solicitation or re-advertise this RFSOQ entirely.
- C. By submitting a response to this RFSOQ, the firm represents that it has examined and understands this RFSOQ and is fully informed of all the requirements within it. All terms and conditions set forth in this RFSOQ are accepted and must be incorporated in the submission unless explicit exception is made to the individual items and accepted by the County.
- D. By submitting a response, the firm represents it has the ability to meet the requirements in this RFSOQ.
- E. By submitting a response, the firm agrees and accepts that all materials submitted in the response become the property of Ulster County to use as it sees fit to meet its governmental purposes, and that the firm relinquishes any and all intellectual or contractual rights to material contained in the response.
- F. The County shall have no obligation of liability to any firm responding to this RFSOQ.

14. COMPLIANCE WITH LAWS, LICENSES AND PERMITS:

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

15. DISQUALIFICATION:

The County reserves the right to refuse to issue awards to a prospective firm should such firm fail to comply with any pre-qualification regulations of the County, if any such regulations or requirements are cited, or otherwise included in the RFSOQ. Responses received from firms who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Proposal may be rejected if the firm cannot show that it has the necessary ability, resources and qualified employees to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A Proposal may be rejected if the firm is already obligated for the performance of other work that would delay the commencement, performance or completion of the County's Project.

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16. INSURANCE:

The successful firm shall, at its own expense, maintain in effect at all times during the performance of the work under the resulting contract at least the insurance coverage specified in the attached standard insurance requirements (Schedule C of Attachment A Agreement for Professional Services). The successful firm shall file with Ulster County Purchasing, within ten (10) days of Notice of Award, evidence of insurance certifying the required coverage. Professional Liability or Errors and Omissions Insurance is required as per the attached. Proof of ability to obtain Professional Liability Insurance is required to be submitted with the RFSOQ response.

17. FREEDOM OF INFORMATION:

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

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

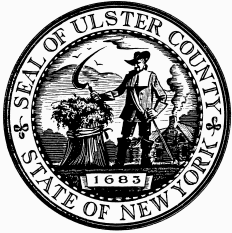
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ATTACHMENT A

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

(Rev. 9.9.13)

County Contract No.: _____

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS

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

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

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

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

ARTICLE 1 – SCOPE OF SERVICES

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

ARTICLE 2 - TERM OF AGREEMENT

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

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

ARTICLE 3 - COMPENSATION

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

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

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

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

ARTICLE 4 - EXECUTORY CLAUSE

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

The Firm understands and agrees that the dollar amounts identified in this Agreement are based upon funding allocations from the State of New York (the "State") and/or the Federal government, which are the basis for any payments made by the County hereunder. In the event that the anticipated amount of funding changes, or is reduced or denied, in part or in full, the County, where appropriate, will not be liable to the Firm for the difference.

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If the full State and/or Federal aid in reimbursement to the County for any payment made under this Agreement, by the County to the Firm, is not approved for any reason whatsoever, then the County may (i) deduct and withhold from any future payment(s) an amount equal to the reimbursement denied, or (ii) otherwise recover from the Firm the amount denied. It is understood that based upon changes in State aid and/or the Federal funding process, the actual amounts in this Agreement may change throughout the Term. The amounts in this Agreement will be amended to reflect the actual approved aid amounts upon notification to the County by the State and/or Federal government, as necessary.

ARTICLE 5 – PROCUREMENT OF AGREEMENT

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

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder, and the Firm shall neither make claim for, nor be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded to the County for such breach or violation, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

ARTICLE 6 - CONFLICT OF INTEREST

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

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

ARTICLE 7 – REPRESENTATIONS BY THE FIRM

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

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

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

ARTICLE 8 – CORPORATE COMPLIANCE

The Firm agrees to comply with all Federal, State, and local laws, rules, and regulations governing the provision of goods and/or Services under this Agreement. In particular, the Firm agrees to comply with the laws, rules and regulations of Ulster County, as well as with its Compliance Plan (the "Plan"). The Plan can be viewed at www.co.ulster.ny.us/downloads/UlsterCountyCompliancePlan.pdf. Alternatively, a hard copy of the Plan will be provided upon Firm's request. The Plan relates to the County's compliance with relevant Federal and State fraud and abuse laws. The Firm represents and warrants that it has read and understands the Plan and agrees to abide by its terms when delivering Services under this Agreement. The Firm shall ensure that each individual who provides such Services under this Agreement is provided with a copy of the Plan or given access to the Plan. The County strongly encourages all healthcare providers contracting with the County to implement their own compliance programs that address each of the elements of compliance recommended by the Office of the Inspector General, as well as the elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

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

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

ARTICLE 9 - FAIR PRACTICES

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

- A. The prices in this Agreement have been arrived at independently by the Firm without collusion, consultation, communication, or agreement with any other bidder, proposer, or with any competitor, as to

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any matter relating to such prices, which has the effect of, or has as its purpose, restricting competition; and

- B. Unless otherwise required by law, the prices that have been quoted in this Agreement, and on the proposal or quote submitted by the Firm, have not been knowingly disclosed by the Firm prior to the communication of such quote to the County, or prior to the proposal opening, directly or indirectly, to any other bidder, proposer, or to any competitor; and
- C. No attempt has been made or shall be made by the Firm to induce any other person, partnership, corporation, or other entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

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

ARTICLE 10 - INDEPENDENT CONTRACTOR

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

In accordance with such status as independent contractor, the Firm covenants and agrees that neither it, nor its employees or agents, shall hold themselves out as, nor claim to be, officers or employees of the County, or of any department, agency or unit thereof, by reason hereof, and that the Firm's employees or agents shall not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Workers' Compensation coverage, health insurance coverage, Unemployment Insurance benefits, Social Security benefits, or employee retirement membership or credit.

ARTICLE 11 - ASSIGNMENT

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

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

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

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having

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authority to accept such assignment.

ARTICLE 12 – SUBCONTRACTING

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

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

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

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

ARTICLE 13 - PERFORMANCE

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

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

ARTICLE 14 - CONFIDENTIALITY

For purposes of this Article:

- A. The term "Confidential Information" as used herein, means all material and information, whether written or

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oral, received by the Firm from or through the County or any other person connected with the County, or developed, produced, or obtained by the Firm in connection with its performance of Services under this Agreement. Confidential Information shall include, but not be limited to: samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations, and/or comments relating thereto.

- B. The term “Firm” as used herein includes all officers, directors, employees, agents, subcontractors, assignees or representatives of the Firm.

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

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

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

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

ARTICLE 15 – OWNERSHIP OF CONFIDENTIAL INFORMATION

Notwithstanding any other provision herein to the contrary:

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

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disposed of at the County's direction.

ARTICLE 16 – INTENTIONALLY LEFT BLANK**ARTICLE 17 – PUBLICITY**

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

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

ARTICLE 18 - BOOKS AND RECORDS

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

ARTICLE 19 - RETENTION OF RECORDS

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

ARTICLE 20 – AUDITING AND REPORTS

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

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

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ARTICLE 21 – NO DISCRIMINATION

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

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

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

ARTICLE 22 - INSURANCE

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

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

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary, without right of contribution of any other insurance carried by or on behalf of the County, with respect to its interests, (ii) it shall not be cancelled or materially amended, without thirty (30) days prior written notice to the County (except in the case of cancellation for non-payment of premium, which requires fifteen (15) days prior written notice), directed to the

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County's Insurance Department and the Department Head. and (iii) the County shall have the option to pay any necessary premiums to keep such insurance in effect, and charge the cost back to the Firm.

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

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

ARTICLE 23 - INDEMNIFICATION

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

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

ARTICLE 24 - RESPONSIBILITY TO CORRECT DEFICIENCIES

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

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ARTICLE 25 - CURRENT OR FORMER COUNTY EMPLOYEES

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

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder, and the Firm shall neither make claim for, nor be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded to the County for such breach or violation, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 26 - PROTECTION OF COUNTY PROPERTY

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

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

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

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

ARTICLE 27 – FORCE MAJEURE

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

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

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or to its subcontractors, agents, assignees, or any other person or entity for damages arising out of, or resulting from, any such delays.

ARTICLE 28 - TERMINATION

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

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

- A. Accounting for and refunding to the County within ten (10) days, any unearned and/or unexpended funds that have been paid to the Firm pursuant to this Agreement; and
- B. Furnishing to the County within ten (10) days, an inventory of all equipment, appurtenances, and property purchased by the Firm through, or provided under this Agreement, and carrying out any County directive concerning the disposition thereof; and
- C. In the event that this Agreement is terminated for the convenience of the County, the Firm shall be paid for all Services rendered through the date of termination in accordance with Schedule B.

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

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

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

ARTICLE 29 - SET-OFF RIGHTS

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

ARTICLE 30 - NO ARBITRATION

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

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New York, with venue in Ulster County, or if appropriate, in the Federal District Court, with venue in the Northern District of New York, Albany Division.

ARTICLE 31 - GOVERNING LAW

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

ARTICLE 32 – PREVAILING WAGE

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

ARTICLE 33 - WAIVER AND SEVERABILITY

The failure of either Party to enforce at any time, any provision of this Agreement, does not constitute a waiver of such provision in any way or waive the right of either Party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision. None of the conditions of this Agreement shall be considered waived by the County unless such waiver is explicitly given in writing by the Executive or the Purchasing Director. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the terms or conditions of this Agreement, unless expressly stipulated in such waiver as executed by the Executive or the Purchasing Director.

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

ARTICLE 34 - GENERAL RELEASE

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

ARTICLE 35 - NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

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

ARTICLE 36 - ENTIRE AGREEMENT

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

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ARTICLE 37- SURVIVING OBLIGATIONS

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

ARTICLE 38 - NOTICES

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

Firm:

[\[Insert Firm Name Here\]](#)

Attention: [\[Insert Appropriate Information\]](#)

[\[Insert Firm's Address\]](#)

[\[Insert Firm's City, State & Zip Code\]](#)

County:

Ulster County [\[Insert Department Name\]](#)

Attention: [\[Insert Dept. Head Title Here\]](#)

[\[Insert Department Address\]](#)

Kingston, New York [\[12401 or 12402\]](#)

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

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

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

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

ARTICLE 39 - MODIFICATION

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

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force and effect to the terms and conditions contained in such Addendum, Amendment or Change Order.

ARTICLE 40 - HEADINGS AND DEFINED TERMS

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

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

[\[INSERT DEPARTMENT NAME HERE\]](#)

(Approved as to content)

By: _____

NAME: [\[Dept Head\]](#)

TITLE: [\[Dept Head\]](#)

DATE: _____

COUNTY OF ULSTER

[\[INSERT FIRM NAME\]](#)

By: _____

NAME: Marc Rider

TITLE: Director of Purchasing

DATE: _____

By: _____

NAME: [\[If known\]](#)

TITLE: [\[If known\]](#)

DATE: _____

SCHEDULE A
SCOPE OF SERVICES

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1. State that the Firm will be performing the Services for the County. (Example: *The Firm shall perform engineering design Services for the County's Department of Public Works.*)
2. Provide a detailed description of **WHAT** Services the Firm shall perform for the County.
3. State **WHERE** the Services shall be performed by the Firm.
4. State **HOW** the Services are to be performed by the Firm.
5. State **WHEN** the Services shall be performed by the Firm.
6. Provide a 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 Firm's fee for Services shall not exceed the amount of **[ENTER WRITTEN DOLLAR AMOUNT HERE]** AND **___/100 (\$.00) DOLLARS** for the Term of this Agreement.
2. The Firm shall invoice the County's **[Enter Department Name here]** on a **[weekly/monthly/quarterly]** basis for the Services performed, at a rate of **[ENTER WRITTEN DOLLAR AMOUNT HERE]** AND **___/100 (\$.00) DOLLARS** per **[hour/day/week/month]**, which shall not exceed the amount of **[ENTER WRITTEN DOLLAR AMOUNT HERE]** AND **___/100 (\$.00) DOLLARS** per **[week/month/quarter]**.
3. The Firm shall submit to the County original invoices for payment. The invoices must include a claimant certification which shall be signed and dated by an officer or authorized designee of the Firm, who shall also be identified as to title.
4. The Firm shall submit its invoices by the **[write out: first, tenth, etc.]** (**__**th) day of each **[month/quarter]**, for the Services performed during the previous **[month/quarter]**.
5. The Firm's invoices must contain, or have attached, sufficient supporting detail, as reasonably required by the County, to verify the claim.
6. In no event shall claims be submitted in advance or accrued prior to expenditure.
7. The Firm's final invoice under this Agreement shall be submitted by the **[write out: tenth, thirtieth, etc.]** (**__**th) day of the month following the ending date contained in Article 2.
8. The County will remit payment to the Firm within sixty (60) days of approval of the invoice by the **[Dept. Head Title]** of the County's Department of **[Dept. name]** and the Ulster County Comptroller.
9. Notwithstanding any other term or provision of this Agreement, including this Schedule B, Firm's invoices, together with all documentation required, must be promptly and timely submitted. The County reserves the right to reject payment of invoices that are submitted more than one hundred twenty (120) days after the required submission date set forth above, regardless of whether the service, work, or delivery was rendered.
10. The Firm agrees to meet any additional invoicing requirements that the County may from time to time require, with reasonable notice to the Firm.

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SCHEDULE C

COUNTY OF ULSTER STANDARD CONTRACT INSURANCE REQUIREMENTS

CONDITIONS OF INSURANCE

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

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

CERTIFICATES OF INSURANCE

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

The Certificates of Insurance shall include:

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

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

WORKERS' COMPENSATION AND DISABILITY INSURANCE

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

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

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

WORKERS' COMPENSATION REQUIREMENTS

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

- Form C-105.2 – "Certificate of NYS Workers' Compensation Insurance" **or**
- Form U-26.3 – "Certificate of Workers' Compensation Insurance" issued by the New York State Insurance Fund **or**

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

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

DISABILITY BENEFITS REQUIREMENTS

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

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

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

COMMERCIAL GENERAL LIABILITY INSURANCE:

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

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

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

Other Conditions of Commercial General Liability Insurance:

- a. Coverage shall be written on Commercial General Liability form.
- b. Coverage shall include:
 1. Contractual Liability
 2. Independent Contractors
 3. Products and Completed Operations

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

AUTOMOBILE LIABILITY INSURANCE

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

Coverage shall include:

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

PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE INSURANCE)

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

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

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ADDRESS SHEET

MAIL RFSOQ INFORMATION TO:

FIRM NAME: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

ONLY if different -

MAIL PURCHASE ORDER TO:

ADDRESS: _____

TELEPHONE: _____ FAX: _____

CONTACT: _____ E-MAIL: _____

ONLY if different -

MAIL PAYMENT TO:

ADDRESS: _____

TELEPHONE: _____ FAX: _____

CONTACT: _____ E-MAIL: _____

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FIRM NAME: _____

PROJECT REFERENCE SHEET

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

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

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

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

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

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FIRM NAME _____

PROJECT REFERENCE SHEET (Continued)

- 4) Project Name: _____
Description: _____
_____ Contract Date: _____
Client Name: _____
Address: _____
_____ Telephone: _____ Contact Person: _____
- 5) Project Name: _____
Description: _____
_____ Contract Date: _____
Client Name: _____
Address: _____
_____ Telephone: _____ Contact Person: _____

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THIS PAGE MUST BE COMPLETED
FIRM ORGANIZATION INFORMATION

FIRM NAME: _____

TYPE OF ENTITY:

CORP. _____ PARTNERSHIP/LLC _____ INDIVIDUAL _____

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

DATE OF ORGANIZATION: _____

IF APPLICABLE: DATE FILED: _____ STATE FILED: _____

If a non-publicly owned Corporation:

CORPORATION NAME: _____

LIST PRINCIPAL STOCKHOLDERS: (5% of outstanding shares)

LIST OFFICERS AND DIRECTORS:

NAME

TITLE

If a partnership:

PARTNERSHIP/LLC NAME: _____

LIST PARTNERS NAME(S):

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

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

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

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

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

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

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

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

(Name of Firm)

By _____
(Title)

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ASSUMED NAME CERTIFICATION

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

ASSUMED NAME: _____

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

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

INSURANCE STATEMENT**Responder agrees as follows - please mark appropriate box:**

Insurance Certificate as requested is attached

☐**OR**

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

☐**FAILURE TO PROVIDE SPECIFIED INSURANCE SHALL DISQUALIFY YOUR SUBMISSION.**_____
AUTHORIZED SIGNATURE

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CERTIFICATION AND SIGNATURE FORM

AFFIDAVIT OF NON-COLLUSION

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

BUSINESS ADDRESS: _____ TELEFAX NO.: _____

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

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by 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 SOQ, I certify I have read, am familiar with and will comply with any and all segments of these specifications.**

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

Signature & Company Position

Print Name & Company Position

Company Name

Date Signed

Federal I.D. Number

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RESPONDER NAME: _____

TITLE VI ASSURANCES

During the performance of the contract, the firm, for itself, its assignees and successors in interest (hereinafter referred to as the “firm”) agrees as follows:

- [1] Compliance with Regulations: The firm shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the COUNTY OF ULSTER [hereinafter, “COUNTY OF ULSTER” Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, [hereinafter referred to as the Regulations], which are herein incorporated by reference and made a part of this contract.
- [2] Nondiscrimination: The firm, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The firm shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- [3] Solicitations for Subcontractors Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the firm for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the firm of the firm’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.,
- [4] Information and Reports: The firm shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY OF ULSTER or the FTA or FHWA be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the firm shall so certify to the COUNTY OF ULSTER, or the FTA or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- [5] Sanctions for Noncompliance: In the event of the firm’s noncompliance with nondiscrimination provisions of this contract, the COUNTY OF ULSTER shall impose contract sanctions as it or the FTA or FHWA may determine to be appropriate, including, but not limited to:
 - [a] holding of payment to the firm under the contract until the firm complies; and/or
 - [b] cancellation, termination, or suspension of the contract, in whole or in part.

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TITLE VI ASSURANCES PAGE 2

- [6] Incorporation of Provisions: The firm shall include the provisions of paragraphs [1] through [6] in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The firm shall take such action with respect to any subcontract or procurement as the COUNTY OF ULSTER or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a firm becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the firm may request the COUNTY OF ULSTER to enter into such litigation to protect the interests of the COUNTY OF ULSTER, and, in addition, the firm may request the United States to enter into such litigation to protect the interests of the United States.

Signature & Company Position

Print Name & Company Position

Company Name

Date Signed

Federal I.D. Number

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RESPONDER NAME: _____

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

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

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

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

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

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

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

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

SIGNED

SWORN to before me this

_____ day of _____

201 ____

Notary Public: _____

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RESPONDER 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:

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DBE & M/WBE Participation

For the firms included in this SOQ, please provide the following information:

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ MBE Firm _____ WBE Firm _____ Not a DBE or M/WBE

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ MBE Firm _____ WBE Firm _____ Not a DBE or M/WBE

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ MBE Firm _____ WBE Firm _____ Not a DBE or M/WBE

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ MBE Firm _____ WBE Firm _____ Not a DBE or M/WBE

SUBMITTED BY (Signature)

FIRM NAME

Please submit this form to **Ulster County Purchasing Department** as a part of your submission package. . Please make copies of this form when needed and also add those copies to your submission.

