



REQUEST FOR PROPOSAL

TOURISM AND MARKETING SERVICES FOR SULLIVAN COUNTY, NEW YORK

#R-23-19

**Issued By: Sullivan County Office of Purchasing & Central Services
P.O. Box 5012, 100 North Street
Monticello, NY 12701
T: (845)807-0515
Purchasing@sullivanny.us**

Date Issued: May 19, 2023

Due Date: June 2, 2023

INTRODUCTION:

The County of Sullivan is interested in receiving proposals from qualified firms who can drive enhancements to existing tourism-oriented events and create & market new tourist-attracting events with the aim of inducing visitors to stay overnight in Sullivan County. The primary focus would be the creation of events during periods when fewer tourists visit Sullivan County.

All qualified Request for Proposal respondents should be able to demonstrate an understanding of Sullivan County, its tourism infrastructure and seasonal fluctuations in the local tourism industry. Respondents should also possess prior experience in enhancing, creating, and marketing tourism-related events.

Qualified firms are required to be non-profit organizations. The County issues this Request for Proposal (RFP) in order to establish contracts for the provision of these services.

SULLIVAN COUNTY DEMOGRAPHICS:

Sullivan County is a 968-square-mile rural county in New York state located approximately 90 miles northwest of New York City in the Catskill Mountains. Its western border is shared with Pennsylvania and is marked by the Delaware River. Neighboring counties include Delaware County to the north, Ulster County to the east and Orange County to the south. In addition to the Delaware River, notable features include the Catskill Park in the northeast, the Shawangunk Ridge and the Bashakill Wetlands in the southeast and farmland in the western and northwestern portion of the County.

The County contains 21 municipalities, comprised of 15 towns and 6 incorporated villages. Within the towns, there are numerous hamlet areas, many containing mall downtown business districts and having their own identity.

As of the 2020 U.S. Census, Sullivan County has a fulltime population of 78,624 (this number is estimated to triple during the summer season, when the County experiences an influx of second homeowners and vacationers). In 2020, 58.2% of the population was working age (between 16-65 years). The median household income was \$57,456 from 2015-2019, and 12.7% of the population was estimated to live below poverty level for the same period. There was a total of 51,270 housing units in the County, and homeownership rate was 68.3%.

PURPOSE:

The purpose of this Request for Proposal (RFP) is to select a qualified provider, or providers, to perform services to promote tourism in Sullivan County, including, but not limited to, marketing efforts to attract overnight visitors to the area, creating tourism-oriented events, assisting with currently planned events, enhancing the community's attractiveness to overnight visitors through strategic advertising, providing tourists with information encouraging them to stay overnight and/or increase their overnight stays, ensuring sustainable overnight tourism development through leadership and planning, supporting small businesses, creating new jobs and diversifying the economic base.

SCOPE OF SERVICES

The following is an overview of the services that this RFP is requesting. This is just an overview. We are looking for firms to provide a comprehensive plan that will enhance current events and create new events as follows:

- Tourism promotion and marketing services
- Coordination with other County tourism agencies, Economic Development agencies and not-for-profit agencies
- Recruitment of outside conferences, trade shows, and events, including sporting events
- Event Management
- Coordination with local partners
- Promoting events during the off season
- Securing sponsors
- Social Media and Website strategies
- Branding and Advertisements Ideas
- Promoting of local industries
- Promote tools to engage businesses
- Market research
- Recommendations for transportation, lodging and food for events

VENDOR QUALIFICATIONS

- Must be a not-for-profit
- Must have detailed knowledge of Sullivan County in relation to tourism
- Must have relevant experience in providing the services described herein
- Must be able to demonstrate firm's tourism and marketing vision
- Must have adequate support staff to meet the need for the services required
- Must have adequate insurance coverage in accordance with the attached insurance packet

SUBMISSION OF PROPOSAL

The offering firm shall submit a proposal and should include at a minimum, the following:

1. Proposal cover sheet
2. Statement with company overview including history and previous experience
3. Provide reference information for previous event marketing
4. Detailed description of your firm's approach to provide the requested services demonstrating your understanding of the needs and scope of service
5. Samples and examples of similar services provided
6. Fee Schedule
7. Provide evidence of insurance coverage
8. Signed Non-Collusion form
9. Signed Iran Divestment Act form

Proposals must be submitted no later than 1:00 p.m., Friday, June 2, 2023 to the Department of Purchasing & Central Services at either the following physical address or via email as follows:

Sullivan County Office of Purchasing and Central Services
PO Box 5012
100 North Street
Monticello, New York 12701
Telephone: 845-807-0515
Email: Purchasing@sullivanny.us

Proposals received after that time will not be accepted. The County of Sullivan reserves the right to reject any and all proposals. The County is not committed, by virtue of this solicitation, to award a contract, or to procure or contract for services.

If you should have any questions concerning this Proposal please email all questions to Purchasing & General Services at Purchasing@sullivanny.us

CONTRACT PERIOD

The term of the resulting agreement for this RFP shall be for a three (3) year period, with the option to extend for an additional three (3) years, on a yearly basis. The County reserves the right to award this RFP to multiple firms in the pursuit of achieving the goals of this RFP.

NOTE: SAMPLE CONTRACT AND INSURANCE REQUIREMENTS ATTACHED FOR REVIEW (See Attached)

REQUIREMENT: *Vendors are to view the sexual harassment notification on the link provided, and submit verification that compliance is adhered to:* <http://sullivanny.us/Departments/Purchasing>

COSTS FOR PROPOSAL PREPARATION

The County shall not be responsible for any costs incurred by any firm for the preparation of any proposals, including interviews. No obligation, either expressed or implied, exists on the part of the County to make an award or to pay any costs incurred in the preparation or submission of a response. All costs associated with the preparation or submission of a proposal are solely the responsibility of the candidate.

BID/RFP DISTRIBUTION - *Important Notice* - The County of Sullivan officially distributes bidding documents from the Purchasing Department or through the County website. Copies of RFP/bidding documents obtained from any other source are not considered official copies. Only those vendors who obtain bidding documents from either the Purchasing Division Office or the County website are guaranteed to receive addendum information, if such information is issued.

EVALUATION AND SELECTION CRITERIA

The County review committee will review submissions based on ability to provide the requested services as outlined in this RFP. The review committee may request interviews and/or presentations by consultants, and will make recommendations to the Sullivan County Legislature, who will ultimately approve and enter into a contract with the awarded firms.

RESERVATION OF RIGHTS TO REJECT, WAIVE, AND REISSUE

The County reserves the right to reject any and all submittals, waive any irregularities, and reissue all or part of this Request for Proposals, and not award any contract, all at its discretion and without penalty. The County also reserves the right to accept a proposal and enter into an agreement as a result of the initial proposals received. All submittals will become the property of the County. Information in responses will become public property and will be subject to applicable public records laws. The County reserves the right to make use of any information or ideas in the responses. All proposals will be maintained as confidential until such time as an award is made. Proposals received after the due date and time will not be accepted. The County of Sullivan reserves the right to reject any and all proposals and to select any proposal that best meets the needs of the County.

RESPONSIBILITIES OF AWARDED FIRM

The selected Contractor will be required to assume responsibility for all services offered in its proposal whether or not provided by them. The selected Contractor will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of liability for non-performance of any of its subcontractors. Further, Sullivan County shall approve any/all subcontractors and will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

PROPOSAL

TO: DIRECTOR OF THE DEPARTMENT OF PURCHASING & CENTRAL SERVICES OF THE COUNTY OF SULLIVAN

The undersigned, having a principal place of business at the address set forth below being experienced and responsible for the performance of same, agrees to furnish and deliver to the County of Sullivan at the locations herein specified, or if no location is specified, to the County Government Center, 100 North Street, Monticello, New York 12701, the following described item, material or service in accordance with the attached specifications and described in detail below (attach additional material to Proposal, if necessary).

NON-COLLUSIVE BIDDING/RFQ CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of his knowledge or belief: (1) The prices of this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition; (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by any bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

**CONTRACTOR'S ASSURANCE
ON EQUAL EMPLOYMENT OPPORTUNITY**

The undersigned contractor is aware the County of Sullivan is an Equal Opportunity Employer and requires all independent contractors who perform services for the County, or supplies goods and services to the County, to comply with all applicable laws and regulations prohibiting discrimination; and the undersigned contractor assures the County of Sullivan it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The undersigned understands and agrees that the contract, understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the undersigned for future contracts with the County. The undersigned certifies to the County of Sullivan that there is no pending or outstanding decision, ruling or order against it finding the undersigned in violation of the laws against discrimination.

Dated: _____

By: _____
Signature & Title

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

The Iran Divestment Act of 2012 (“Act”), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services (“OGS”) developed a list (“Prohibited Entities List”) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> .

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that: By submission of this proposal each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Bidder cannot make the certification, the Bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the County receive information that a person is in violation of the above referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its 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 contractor in default.

The County reserves the right to reject any Bid, Proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

DATE

SIGNATURE

BUSINESS NAME

PRINT NAME/TITLE

INSURANCE REQUIREMENTS

Coverage

The Contractor shall, at its own expense, maintain in full force and effect during the term of this Agreement insurance policies providing at least the following insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Coverage</u>	
Worker's Compensation and Disability Benefits.	Statutory	
Employer's Liability or similar insurance.	\$1,000,000	each occurrence
Automobile Liability (owned and non-owner), Bodily Injury, and Property Damage.	\$1,000,000	aggregate
	\$1,000,000	each occurrence
Commercial General Liability including broad form contractual liability products / completed operations, bodily injury and property damage.	\$2,000,000	aggregate
	\$1,000,000	each occurrence
Professional Liability (if commercially available for your profession).	\$1,000,000	aggregate
	\$1,000,000	each claim

Form of Insurance

Such policies shall be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing, satisfactory to the County, who have been fully informed as to the nature of the services to be performed.

With the exception of Worker's Compensation and Professional Liability, the County shall be an additional insured, including, without limitation, the liability to pay premiums, which shall be the sole obligation of the Contractor and not that of the County. The Contractor irrevocably waives all claims against the County for any and all losses, damages, claims or expenses resulting from risks, commercially insurable, under the insurance required herein. The provision of such insurance by the Contractor shall not, in any way, limit the Contractor's liability under this Agreement.

The Contractor shall attach to this Agreement certification of insurance evidencing, to the satisfaction of the County, the Contractor's full compliance with these requirements. Provision of a Certificate of Insurance alone, without an endorsement and a copy of the declarations page, is not considered sufficient.

The Contractor shall provide an endorsement to the policy clearly demonstrating that the County is specifically insured, together with a copy of the policy declaration page.

Primary Coverage Without Right of Contribution

Each policy of insurance shall contain clauses to the effect that 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.

Notice of Cancellation

Each policy of insurance shall not be canceled, including, without limitation, for non-payment of premium; nor shall it be materially amended, without 30 days prior written notice to the County through the County Director of Risk Management and Insurance. The County shall have the right to pay any necessary premium(s) to keep such insurance in effect and charge the cost of such back to the Contractor.

Basis of Claims

To the extent that it is commercially available, each policy of insurance shall be provided on an “occurrence” basis.

Should any insurance not be commercially available on an “occurrence” basis, such insurance shall be provided on a “claims made” basis. All such “claims made” basis policies shall provide that:

- A. Policy retroactive dates shall coincide with or precede the Contractor’s starting date of services to the County under this Agreement, as shall all subsequent policies purchased as renewals or replacements.
- B. The Contractor shall maintain, in a form acceptable to the County, similar insurance for at least six (6) years following final acceptance of its services performed by the Contractor under this Agreement.
- C. Where such insurance may be terminated for any reason, the Contractor agrees to provide an unlimited extended reporting provision for filing claims that may arise from services to the County performed by the Contractor under this Agreement.
- D. Immediate notice shall be given to the County, through the County Director of Risk Management and Insurance, clearly advising the County of any and all circumstances or incidents that may give rise to future claims with respect to services performed by the Contractor under this Agreement.

Breach

The Contractor shall obtain replacement insurance within thirty (30) days of the notice of loss of coverage, in the absence of which the Contractor shall be in breach.

SAMPLE AGREEMENT FOR

This agreement is made on _____ between the County of Sullivan ("County"), a municipal corporation with offices at the 100 North Street, Monticello, New York 12701 and ("Contractor").

1. SERVICES

The Contractor shall perform the services as described in the proposal, , and dated _____.

2. PAYMENTS

The County shall pay the Contractor a total not to exceed . Unless specifically agreed otherwise, payment shall be made after (i) submission to , by the Contractor of a voucher prepared on a duly certified County form itemizing the services and the charges therefore, and (ii) approval of the voucher by said Commissioner and Audit by the County.

Interest on monies advanced to the Contractor by the County and invested by the Contractor prior to payment for an authorized expense shall belong to the County and may be deducted from any payment coming due to the Contractor or shall be reimbursed to the County by the Contractor on demand.

3. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants to the County that the Contractor is licensed to the extent required by law and has the knowledge and experience necessary to perform this agreement; that the Contractor has not been convicted of a crime under the laws of the United States or of any state; that the Contractor has not been disqualified from performing any contract funded by the United States or the State of New York and that there is no proceeding pending or threatened against the Contractor by either government; that no officer or employee of the County has an interest in this agreement which would disqualify the Contractor from performing this agreement and receiving payment therefore; that the Contractor's facilities, if used in the performance of this agreement, are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations.

4. APPROPRIATIONS

If this agreement is funded by a grant or contract between the County and the State or Federal governments or is otherwise subject to legislative appropriation, the County shall not be liable beyond the funds authorized by such legislation or provided by the County, State or Federal governments. In the event that such funding shall be terminated or reduced, this agreement shall end on the effective date of notice of termination. The County shall remain liable for all charges and expenses incurred prior to the date of termination. If funding is reduced below the level authorized by the County and the parties do not desire to terminate this agreement, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the County to the Contractor.

5. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

6. INSURANCE

The Contractor shall, at its own expense, maintain in full force and effect during the term of this agreement policies providing at least the following insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Coverage</u>
Workers' Compensation and Disability Benefits	Statutory
Employer's Liability or similar insurance	\$1,000,000 each occurrence
Automobile Liability (owned and non-owned)	\$1,000,000 aggregate
Bodily Injury	\$1,000,000 each occurrence
Property Damage	
Commercial General Liability, including broad form contractual liability, products/completed operations, bodily injury, and property damage	\$2,000,000 aggregate \$1,000,000 each occurrence
Professional Liability (if commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim

Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the services to be performed. Except for Workers' Compensation and professional liability, the County shall be an additional insured on all such

policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligations of the Contractor and not those of the County. The Contractor irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in this paragraph 6. The provision of insurance by the Contractor shall not in any way limit the Contractor's liability under this agreement. The Contractor shall attach to this agreement certificate of insurance evidencing the Contractor's compliance with these requirements. HOWEVER, the provision of a certificate of insurance is not sufficient. Contractor must provide an endorsement to the policy showing that the County is actually insured together with a copy of the policy declarations page.

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, including, without limitation, for non-payment of premium, or materially amended, without 30 days' prior written notice to the County, directed to the County's Director of Risk Management and Insurance, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the Contractor.

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 Contractor's start of the performance of the services (including subsequent policies purchased as renewals or replacements);
- B. The Contractor will maintain similar insurance for at least 3 years following final acceptance of the services;
- C. If the insurance is terminated for any reason, the Contractor agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County; and
- D. Immediate notice shall be given to the County through the County's Director of Risk Management and Insurance of circumstances or incidents that might give rise to future claims with respect to the services performed under this agreement.
- E. Contractor shall obtain replacement insurance within thirty days, in the absence of which Contractor shall be in breach of this Agreement.

7. INDEMNIFICATION

Each party agrees to indemnify and hold the other harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, to which the indemnified party may become subject in connection with this engagement as a result of the indemnifying party's negligence. The obligation for indemnification and reimbursement shall extend to any controlling person of the other party, including any director, officer, employee, subcontractor, affiliate or agent.

8. MONITORING OF PERFORMANCE

The County shall have the right during the term of this agreement and for the period limited by the applicable statute of limitations to ensure that the services to be provided by the Contractor have been provided as agreed. The Contractor hereby consents to the examination of the Contractor's records and agrees to provide to or permit the County to obtain copies of any documents relating to the performance of this agreement. The Contractor shall maintain all records required by this paragraph for seven years after the date this agreement is terminated or ends.

9. ASSIGNMENT AND SUBCONTRACTING

This agreement is binding on the heirs, successors, and assigns of the parties. The Contractor shall not assign any of its rights, interests, or obligations under this agreement, or subcontract any of the services to be performed by it under this agreement, without the prior express written consent of the County.

10. INDEPENDENT CONTRACTOR

The Contractor agrees that its relationship to the County is that of an independent contractor and that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the County, or of any department, agency or unit thereof, by reason of this agreement, and that they will not, by reason of this agreement, 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, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit. It shall not act as agent, or be an agent, of the County. As an independent contractor, the Contractor shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for the Contractor's personnel engaged in the performance of the services. However, if any personnel of the Contractor act in a manner that is detrimental to the County, the County may require the Contractor to remove or replace such personnel with respect to the performance of services under this agreement.

11. DEFAULT

The Contractor shall be in default upon (i) its failure to comply with any term or condition of this agreement; (ii) the filing by or against the Contractor of a petition in bankruptcy or under any law relating to insolvency; (iii) its failure to comply with any statute or regulation applicable to the performance of this agreement; (iv) the determination that any representation or certification made under this agreement is untrue; (v) failure to maintain adequate insurance; (vi) failure to maintain adequate books and records.

If the Contractor defaults, the County may at its option (i) terminate this agreement; (ii) recover counsel fees and all costs incurred to enforce this agreement; (iii) obtain replacement goods or services and hold the Contractor responsible for the replacement costs or expenses; (iv) pursue such other remedies as may be available under law or this agreement. These remedies are cumulative.

12. TERMINATION

The County may, by written notice to the Contractor effective upon mailing, terminate this agreement at any time upon the Contractor's default. Either party may terminate this agreement without cause by giving 30 days' written notice to the other party.

Upon termination of this agreement, the Contractor shall comply with all County close-out procedures, including, but not limited to (1) accounting for and refunding to the County within 30 days, any unexpended funds which have been paid to the Contractor pursuant to this agreement, (2) not incur any further obligations pursuant to this agreement after the termination date; (3) submit to the County, within 30 days of termination, a full report of receipts and expenditures of funds, program activities, and obstacles, if any, attendant to Contractor's performance of this Agreement; and (4) furnishing within 30 days an inventory to the County of all equipment, appurtenances and property purchased by the Contractor through or provided under this agreement, and carrying out any County directive concerning the disposition thereof.

If the County terminates this agreement for cause, the County may procure, upon such terms and in such manner as it deems appropriate, services similar to those so terminated, and any services so procured by the County to complete the services herein will be charged to the Contractor and/or set off against any sums due the Contractor. Notwithstanding any other provisions of this agreement, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of the agreement or failure to perform in accordance with applicable professional standards, and the County may withhold payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the County from the Contractor 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 or by this agreement.

13. MODIFICATION

This agreement may be modified only by a writing signed by both parties.

14. NOTICES

All notices required by this agreement shall be sent to the addresses set forth above. Notices by the Contractor shall be addressed to the Commissioner, with a copy to the Sullivan County Attorney. Notices shall be personally delivered or mailed by certified mail, return receipt requested. The parties may give written notice of a change of address. Notices may be given by facsimile transmission, provided that notice is also mailed within 24 hours thereafter. Notice shall be deemed to be received at the time of receipt of the facsimile transmission.

15. NON-DISCRIMINATION

The Contractor acknowledges receipt of a copy of the County Equal Employment Opportunity Statement. The Contractor assures the County of Sullivan that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion,

creed, color, national origin, sex, disability, marital status and other non-merit factors. The Contractor understands and agrees that the understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Contractor from future contracts with the County. The Contractor certifies to the County that there is no pending or outstanding decision, ruling or order against the Contractor finding the Contractor in violation of laws against discrimination nor is any such action pending or threatened.

The provisions of this paragraph shall apply to all of the Contractor's subcontractors, and the Contractor shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this agreement. This subparagraph shall not be construed to limit the applicability of any portion of this rider or the agreement to subcontractors.

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

The County of Sullivan will take positive action to ensure equal employment opportunity without regard to age, race, religion, creed, color, national origin, sex, disability, marital status, and other non-merit factors in compliance with state and federal law.

The activities encompassed by the Affirmative Action Plan include advertising, recruiting, interviewing, testing, training, transfers, compensation, promotion, discipline, termination, employee benefits, supplier relations, access to programmatic benefits, and maintenance of Sullivan County facilities on a non-discriminatory basis.

Sullivan County will employ all necessary procedures to ensure that this employment policy continues to be fully supported and expects that all elected or appointed department heads, in all activities, undertake a personal commitment to assure themselves that the principles of equal employment opportunity are fully implemented in every action they take.

16. GOVERNING LAW

This agreement shall be governed by the laws of the State of New York other than New York's laws relating to choice of law. The Contractor shall comply with all applicable Federal, State, and local laws and regulations. All disputes relating to this agreement shall be heard in a court of competent jurisdiction having venue in Sullivan County.

17. AUTHORIZATION

This agreement is authorized by Resolution No. _____ adopted by the Sullivan County Legislature on _____.

COUNTY OF SULLIVAN

CONTRACTOR

Joshua Potosek, County Manager:

Contractor:

APPROVED AS TO FORM
SULLIVAN COUNTY ATTORNEY
Assistant County Attorney
