



100 North Street  
Monticello, NY 12701  
(845)807-0541  
[info@sullivancountylandbank.org](mailto:info@sullivancountylandbank.org)  
[www.sullivancountylandbank.org](http://www.sullivancountylandbank.org)

## REQUEST FOR PROPOSAL: PLUMBING AND ELECTRICAL SERVICES

### **INTRODUCTION:**

The Sullivan County Land Bank Corporation (SCLBC) is issuing this Request for Proposal (RFP) to complete plumbing and electrical services for homes to be acquired by the SCLBC.

The SCLBC invites all interested Plumbers, Licensed Electricians, and Licensed Electrical Inspectors to submit written proposals for Plumbing Services, Electrical Services, and Electrical Inspection Services for SCLBC.

The work contemplated is professional in nature. A respondent must be competent to perform services identified herein and financially solvent.

The Land Bank may select one (1) or more firms to provide the requested services. Selection under this proposal is not a guarantee of any minimum contract award, but to establish eligibility to provide necessary services to the Land Bank as requested. Services will be on an "as needed" basis throughout the contract period.

### **BACKGROUND**

The SCLBC was incorporated in February of 2017 and is working with several residential properties in need of varying levels of rehabilitation. The SCLBC has funds for the acquisition, assessment, and rehabilitation or demolition of properties in Sullivan County, with a focus on Monticello and Liberty, New York. Properties that are not slated for demolition will be renovated and returned to the market. Electrical and plumbing work is needed to assess existing conditions and to develop estimates for renovations work to be done.

More information on the Land Bank, including its adopted procurement policy, is available at [www.sullivancountylandbank.org](http://www.sullivancountylandbank.org)

Pursuant to the above, the Land Bank is seeking qualified Plumbers, Electricians, and Electrical Inspections on properties the Land Bank is looking to acquire to help in determining project costs.

### **GENERAL REQUIREMENTS**

Proposals submitted in response must be formatted as follows to ensure consistency:

Section A. Proposed Fee Schedule

Section B. Qualifications & Experience

Section C. Resume & Qualifications of Key Personnel

Section D. Client/Reference List

Section E. Conflict of Interest(s): This section should disclose any potential conflicts of interest that the firm may have in performing these services for the Land Bank

Section F. Miscellaneous/Other information (This section is for any further pertinent data and information not included elsewhere in the Quote).

### **MISCELLANEOUS REQUIREMENTS**

The Land Bank will not be responsible for any expenses incurred by any firm in preparing or submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements set forth herein. Successful firms will be expected to execute a contract with the Land Bank.

Proposal packages shall be signed by the individual or authorized principal of the responding party. Packages submitted shall be valid for a minimum of six (6) months from the submission deadline. The Land Bank reserves the right to reject any and all responses received or to negotiate separately in any manner necessary to serve the best interests of the Land Bank.

Any selected firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of any agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the prior written consent of the Land Bank. Any contract entered into by the Land Bank with a contractor may not include an exclusion for labor law and any contractor's contract with subcontractors must provide for the same.

### **SERVICES REQUESTED**

The Land Bank desires to engage one (1) or more qualified firms to provide Plumbing Services, Electrical Services, and Electrical Inspection Services to the Land Bank. Contracts will be awarded for inspection services and scopes of work to be developed based on inspection.

### **INSURANCE**

The contractor shall continuously maintain, during the term of any contract entered into with the Land Bank, insurance in amounts and types as follows:

- a) Commercial General Liability insurance, including contractual liability coverage, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The Sullivan County Land Bank shall be named an additional insured. Additionally, the Land Bank may require contractors to name third parties as additional insured on a project-by project basis, as specified by the Land Bank.
- b) Comprehensive Automobile Liability coverage on owned, hired, leased, or non- owned autos with limits not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile. The Sullivan County Land Bank shall be named an additional insured.
- c) Workers' Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. The Contractor shall furnish to the Land Bank, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §57 and §220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

### **INDEMNIFICATION**

To the fullest extent of the law, the successful firm shall defend, indemnify and save harmless the Land Bank, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful firm, its employees, agents, subcontractors or subcontractor employees to the extent of its or their responsibility for such claims, damages, losses and expenses.

### **NON-COLLUSIVE CERTIFICATE**

By submission of this RFP, each firm and each person signing on behalf of any firm 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 his knowledge and belief:

- 1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other firm or with any competitor; and
- 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the firm and will not knowingly be disclosed by the firm prior to opening, directly or indirectly, to any other firm or to any competitor; and
- 3) No attempt has been made or will be made by the firm to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

### **MWBE PROMOTION**

It is the policy of the Land Bank that Minority-Owned Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts. It is also the Land Bank's goal to award Procurement Contracts to those procurement contractors who have evidenced compliance with the laws of the State of New York prohibiting discrimination in employment.

### **AFFIRMATIVE ACTION**

As required by Executive Law §312, and in compliance with the Land Bank's procurement policy, any contractor awarded a procurement contract in excess of \$25,000 for services rendered to the Land Bank must acknowledge this affirmative action policy and agree to implement the same by making every reasonable effort to award any subcontracts (none of hereby authorized) to MBEs and WBEs and to utilize minority and labor in the performance of any agreement that is awarded to the contractor. Specifically, any contractor awarded a contract in excess of \$25,000 dollars will be expected to abide by the following provisions:

- 1) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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. For purposes of this section, affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- 2) At the request of the contracting agency, the contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- 3) The contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the MWBE Threshold Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

### **NON-DISCRIMINATION POLICY**

In accordance with Article 15 of NY Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

### **EVALUATION OF RESPONSES**

Responses will be independently evaluated on the basis of the criteria listed below:

- 1) Proven record of experience, including referrals, in providing the type of services detailed herein.
- 2) Fee schedule and the ability to provide services in a cost-effective and timely manner.
- 3) Personnel qualifications.
- 4) Understanding of the services requested (including completeness and clarity of submission), the Land Bank and the qualitative nature of the services detailed herein.

### **PROPOSED FEE SCHEDULE**

The proposed fee schedule should outline the costs for services and should define the billing cycle or method used by the firm.

Include partners, associates and employees that would be primarily responsible for the work accomplished in this proposal.

It is anticipated that there will be periodic communications via phone, fax, email, or other medium. Identify how or if this will be billed.

### **PROPOSAL SUBMISSION**

Due date for submittal of Responses is Monday, January 25, 2019. No proposal will be accepted after 4:00pm on this date.

Respondents may submit by mail, fax, in person or email to:

Freda Eisenberg, Chair  
Sullivan County Land Bank Corporation  
100 North Street, PO Box 5012, Monticello, NY 12701  
Tele: (845) 807-0541 Fax: (845) 807-0546  
Email: [info@sullivancountylandbank.org](mailto:info@sullivancountylandbank.org)

**Qualification Response Sheet**

*Please fill this out and submit with your response and other required material.*

**CONTRACTOR PROFILE**

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Years in Operation: \_\_\_\_\_

Type of Business:     Electrician                       Electrical Inspector  
                                  Plumber                                       Other: \_\_\_\_\_

Inspection Rate: \_\_\_\_\_     Flat Fee                       Hourly Rate

Minimum Number of Hours: \_\_\_\_\_

Additional Hourly Rate: \_\_\_\_\_

Please attach a fee schedule, if available.

Service Area:  All of Sullivan County     Liberty Only                       Monticello Only  
 Other: \_\_\_\_\_

Do you meet the minimum qualifications for insurance? Y N  
If no, explain how you would meet them if selected.

**REFERENCES** *(List at least one governmental/quasi-governmental entities in New York State you have provided contractor services and at least 2 other references)*

**ATTACHMENTS**

- Fee Structure and Billing Arrangements
- Certification & Licenses
- Schedule A – MWBE Questionnaire
- Schedule B – Required Disclosure Form

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Certification**

The undersigned agrees and understands that this response and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the SCLBC. Submission of a response, attachments, and additional information shall not obligate or entitle the Contractor to enter into a service agreement with the SCLBC for the required services. The undersigned agrees and understands that the SCLBC is not obligated to respond to this response nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all responses and negotiations shall not be binding or valid against the SCLBC, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the SCLBC and approved by the SCLBC Board of Directors.

It is understood and agreed that the SCLBC reserves the right to reject consideration of any and all responses including, but not limited to, responses which are conditional or incomplete.

It is represented and warranted by those submitting a response, that except as disclosed in the response, no officer or employee of the SCLBC is directly or indirectly a party to or in any other manner interested in a response or any subsequent service agreement that may be entered into.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Acknowledgement**

STATE OF NEW YORK )

) ss.:

COUNTY OF SULLIVAN)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_ Date: \_\_\_\_\_

Notary Public

**Sole Corporate Office Acknowledgement**

STATE OF NEW YORK )

) ss.:

COUNTY OF SULLIVAN)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, personally appeared, personally known to me or (Name of Sole Officer) \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as President and sole officer and director of \_\_\_\_\_, (Name of Corporation) the corporation described in and which executed the within instrument, and acknowledged that he/she owns all the issued and outstanding capital stock of said corporation, and that by he/she signed the within instrument on behalf of said corporation.

\_\_\_\_\_ Date: \_\_\_\_\_

Notary Public

**SCHEDULE "A"**

**QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY PERSONS OF COLOR OR WOMEN**

*(Contractor(s) must complete, sign and return this form to the SCLBC along with Response)*

As part of the SCLBC's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in SCLBC contracts, we request that you answer the questions listed below.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North American; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a.) at least 51% owned by one or more persons of color or women; (b.) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c.) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d.) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?  
 No  
 Yes (as a business owned and controlled by persons of color)  
 Yes (as a business owned and controlled by women)
2. If you are a business owned and controlled by persons of color, please specify, the minority classifications which apply: \_\_\_\_\_
3. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?  
 No       Yes (as a MBE)       Yes (as a WBE)
4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: \_\_\_\_\_
5. Are you certified with the Federal Government as a small disadvantaged business concern?  
 No       Yes

Name of Contractor/Business Enterprise: \_\_\_\_\_

Address: \_\_\_\_\_

Name/Title of Person completing MBE/WBE Questionnaire: \_\_\_\_\_

Signature: \_\_\_\_\_

**SCHEDULE "B"**  
**REQUIRED DISCLOSURE OF RELATIONSHIPS TO SCLBC**

*(Contractor(s) must complete, sign and return this form to the SCLBC along with Response)*

Name of Contractor: \_\_\_\_\_

**A. Related Employees:**

1. Are any of the employees that you will use to carry out this contract with the SCLBC also an officer or employee of the SCLBC, or the spouse, or the child or dependent of such SCLBC officer or employee?

Yes       No

If yes, please provide details:

**B. Related Owners:**

1. If you are the owner, are you or your spouse, an officer of the SCLBC?

Yes       No

If yes, please provide details:

To answer the following question, the following definition of the word "interest" shall be used:

**Interest** means a direct or indirect pecuniary or material benefit accruing to a SCLBC officer or employee, his or her spouse, child or dependent, whether as the result of a contract with the SCLBC or otherwise. For the purpose of this chapter, a SCLBC officer or employee shall be deemed to have an "interest" in the contract of:

- i. His/her spouse, children and dependents, except a contract of employment with the SCLBC;
- ii. A Contractor, partnership or association of which such officer or employee is a member or employee;
- iii. A corporation of which such officer or employee is an officer, director or employee; and
- iv. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2. Do any officers or employees of the NCLB have an interest in the Contractor or in any Contractor that will be used for this contract?

Yes       No

If yes, please provide details:

Authorized Company Official shall sign below and type or print information below the signature line:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INSPECTION CONTRACT - SAMPLE**

This Contract (the "Contract") is made as of this \_\_\_\_ day of August 2018, by and between the Sullivan County Land Bank Corporation, a New York not-for-profit corporation having an office for the transaction of business at c/o Division of Planning, 100 North Street, Monticello, NY 12701 (the "Land Bank") and \_\_\_\_\_, a \_\_\_\_\_ having an address for the transaction of business at \_\_\_\_\_ (the "Contractor").

WITNESSETH

WHEREAS, the Land Bank is the owner of certain parcels of real property situated in the County of Sullivan, State of New York, as set forth on Schedule A attached and incorporated herein (individually a "Property" or collectively "Properties"); and

WHEREAS, the Land Bank desires to engage the Contractor to provide certain services with respect to Properties; and

WHEREAS, the Contractor has agreed to provide such services in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Scope of Work.** The Contractor agrees to perform and complete the work set forth in the Scope of Work attached and incorporated herein as **Schedule B** with respect to each Property and to comply with and/or perform all other requirements, duties and obligations imposed on the Contractor under this Contract (collectively, the "Work"). All Work shall be carried out in compliance with all applicable laws, regulations, rules and codes.

2. **Time for Completion.** The Contractor shall complete all Work on or before \_\_\_\_\_ (the "Completion Date"), time being of the essence.

3. **Payment.** The Land Bank shall pay the Contractor for the Work required by this Contract the sum of \$\_\_\_\_\_ within thirty (30) days following completion of the Work.

4. **Claims by the Contractor.** If the Contractor has or believes it may have any claim against the Land Bank, whether for payment or any other reason, the Contractor is required to file a notice of claim with the Land Bank within thirty (30) days after the occurrence of the event giving rise to the claim. The notice of claim shall set forth the date and facts giving rise to the claim and the dollar amount of the claim. The notice of claim must be filed with the Land Bank at the address set forth above, either personally or by certified mail, or at such other address provided by the Land Bank in writing to the Contractor. The timely filing of a proper notice of claim shall be a condition precedent to the commencement of litigation by the Contractor against the Land Bank. The failure by the Contractor to timely file a proper notice of claim shall be a complete bar against any such litigation or liability of the Land Bank.

5. **Property Damage or Loss.** The Contractor shall promptly remedy damage or loss to the extent such damage or loss arises, in whole or in part, directly or indirectly, from the act or omission of the Contractor, a subcontractor or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable. The Contractor shall promptly notify the Land Bank of any such damage or loss.

6. **Release and Waiver.** The Contractor does hereby release and forever discharge and hold harmless the Land Bank and its officers, members, directors, agents, independent contractors, and employees, and their successors and assigns, from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Contractor's entry on, in, or upon the Property, or the performance of the Work by the Contractor, its employees, subcontractors and agents. The Contractor understands and acknowledges that this release and waiver discharges the Land Bank and its officers, members, agents, directors, independent contractors, and employees (collectively the "Releasees") from any liability of and claim against any and all Releasees with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the entry on the Property and the Work, whether caused by the negligence of the Releasee(s) or otherwise.

7. **Insurance.** The Contractor shall provide for itself and maintain at its own cost and expense until the completion of the Work the following forms of insurance issued by an insurance company licensed to do business in the State of New York:

(a) Commercial General Liability ("CGL") coverage with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) annual aggregate. If CGL coverage contains a General Aggregate Limit, such General Aggregate Limit shall apply separately to each Property. The Contractor's insurance shall include contractual liability coverage and completed operations coverage. CGL coverage shall be written on an "occurrence" basis with coverage as broad as the Insurance Service Office form and no policy provisions may restrict, reduce, limit or otherwise impair contractual liability coverage or the Land Bank's status as additional insured.

(b) Comprehensive Automobile Liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per accident.

(c) Commercial Liability Umbrella coverage with limits of liability not less than Two Million Dollars (\$2,000,000.00).

(d) Workers' Compensation and Employers' Liability in form and amounts required by law. The Land Bank shall be named as an additional insured on the policies required by subparagraphs (a), (b) and (c) above on a primary and non-contributory basis. The Contractor shall furnish certificates of insurance to the Land Bank and corresponding policy endorsement setting forth the required coverage hereunder prior to entering the Property or commencing any Work, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation or suspension to the Land Bank. The Contractors policy may not contain any exclusion for New York Labor Law injury to any employees, whether employed by the Contractor or a subcontractor, or any other person performing any portion of the Work. The Contractor and his insurer shall waive all rights of subrogation against the Land Bank and all other Indemnified Parties, except with respect to Workers' Compensation insurance.

(e) Subcontractors are required to have an unmodified Commercial General Liability policy without limitation with respect to Employers Liability and injury to independent contractors. The Contractor shall have the affirmative duty to ensure that all subcontractors hired carry insurance with the same limits and provisions provided herein. The Contractor agrees to cause each subcontractor to furnish the Land Bank with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such Contractor entering the Property or commencing any Work.

(f) Environmental Pollution Liability Insurance coverage with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence, if the Work involves environmental remediation of any kind.

**8. Indemnification by the Contractor.** To the fullest extent permitted by applicable law, the Contractor shall indemnify, defend, and hold harmless the Land Bank, and its contractors, officers, directors, servants, agents, representatives, and employees (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, claims, damages, fines, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage (collectively, "Damages") arising, directly or indirectly, from (i) any breach of this Contract by the Contractor, its subcontractors, or their officers, directors, members, servants, agents, representatives, or employees; (ii) any act or omission of the Contractor, its subcontractors, or their officers, directors, members, servants, agents, representatives, or employees; or (iii) the violation or alleged violation of any law, regulation, ordinance or rule by the Contractor, its subcontractors, or their officers, directors, members, servants, agents, representatives or employees. This paragraph shall survive the termination or expiration of this Contract.

**9. Independent Contractor Status.** In performing the Work, the Contractor is acting as an independent contractor. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent, of employer and employee, or of partnership or of joint venture between the parties hereto.

**10. Subcontractual Relations.** The Contractor shall not contract with a proposed person or entity against whom the Land Bank has made reasonable and timely objection. By written agreement, the Contractor shall require each subcontractor to assume toward the Contractor all of the obligations and responsibilities, including responsibility for safety of the subcontractor's work, which the Contractor, by this Contract, assumes toward the Land Bank. Each subcontract agreement shall preserve and protect the rights of the Land Bank with respect to the Work to be performed by the subcontractor.

**11. Assignment.** Neither the Contractor nor the Land Bank may assign this Contract without the prior written consent of the other party. This Contract shall be binding upon the parties and their respective successors and permitted assigns.

**12. Miscellaneous Provisions.**

(a) This Contract shall be interpreted and enforced in accordance with the laws of the State of New York.

(b) Paragraph headings are inserted for the convenience of the parties and may not be used as a means of interpreting this Contract.

(c) All notices under this Contract shall be in writing and shall be served by personal service, or by certified or registered mail, return receipt requested. Notices by mail shall be addressed to each party at the address set forth in this Contract. Any party may notify the other parties of a different address to which notices shall be sent.

(d) There are and were no verbal or written representations, agreements, or promises pertaining to the subject matter of this Contract not incorporated in writing in this Contract. This Contract supersedes all other agreements, if any, among the parties relating to the subject matter of this Contract.

(e) No modification, amendment, addition to, or termination of this Contract, except in accordance with the specific terms contained herein, shall be valid or enforceable unless in writing and signed by all the parties hereto.

(f) This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(g) Any action or proceeding relating to this Contract will be brought in the Supreme Court of the State of New York in the County of Sullivan. The parties consent to the jurisdiction of such court and agree that such court is a convenient forum.

(h) If any action, suit or other proceeding is instituted to remedy, prevent or obtain relief from a default in the performance by a party of its obligations under this Contract, the prevailing party shall be entitled to recover all of such party's attorneys' fees incurred in each and every such action, suit, arbitration or other proceeding, including any and all appeals therefrom.

(i) The waiver by any party hereof of any breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach.

(j) If any one or more of the provisions of this Contract shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Contract shall not be affected thereby.

### **13. Public Authority Provisions.**

(a) This contract may be cancelled or terminated by the Land Bank without penalty or damages of any kind upon (1) refusal by an owner, shareholder, member, manager director or officer of the party providing the goods or services hereunder, when called before a grand jury, head of state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, or (2) refusal of such person to sign a waiver of immunity against subsequent criminal prosecution, or (3) refusal of such person to answer any relevant question with respect to such transaction or contract. Further, such person, and any firm, partnership, limited liability company or corporation of which such person is a shareholder, member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a

period of five years after such refusal.

(b) By signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of [section 165-a of the state Finance Law](#).

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

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement with any other bidder or with any competitor; and
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first written above.

**Sullivan County Land Bank Corporation**

\_\_\_\_\_

By: \_\_\_\_\_  
Freda Eisenberg, Chair

By: \_\_\_\_\_