



NOTICE

COUNTY OF SULLIVAN

Proposals for the following will be received by the Director of the Department of Purchasing and Central Services at the Sullivan County Government Center, 100 North Street, Monticello, New York 12701, (845) 807-0515, until 1:00 P.M. on Friday, August 19, 2016:

1. Health Impact Assessment (R-16-25)

Specifications may be obtained from the Director at the above address.

Dated: July 29, 2016



REQUEST FOR PROPOSAL
FOR
HEALTH IMPACT ASSESSMENT
OF A GAS COMPRESSOR UNIT
IN TOWN OF HIGHLAND, NEW YORK

Issued By: Sullivan County Purchasing and Central Services

100 North Street

Monticello, New York 12701

Telephone: 845-807-0515

RFP#: R-16-25

Dated: July 29, 2016

Intent:

The County of Sullivan (the “**County**”) is soliciting proposals from interested and qualified consultants or consultant teams to conduct a comprehensive health impact assessment (CHIA) of a 22,400 hp Solar titan 130E turbine driven gas compressor unit and associated infrastructure in the Town of Highland, New York, proposed by the Millennium Pipeline Company LLC as part of a larger project known as the Eastern System Upgrade (the “**Highland Compressor Station**”).

The County seeks to understand what all of the potential short and long term health impacts of the Highland Compressor Station may be to humans, as well as, to domestic farm animals and wildlife, and the potential cumulative effects on Sullivan County residents of all of the components of the Eastern System Upgrade project.

The County desires a well-facilitated CHIA process with a final report that will educate all stakeholders involved.

Audience:

The audience of this report is both decision-makers and other interested stakeholders, such as community residents and community organizations.

Background Information:

The County of Sullivan is a rural community located in the Catskills and derives significant revenue from tourism and agriculture.

The Highland Compressor Station proposed for the Town of Highland is part of Millennium Pipeline Company LLC’s proposed Eastern System Upgrade. The following Project Description is excerpted from Millennium Pipeline Company LLC’s January 19, 2016, letter to Ms. Kimberly D. Bose, Secretary of the Federal Energy Regulatory Commission (“FERC”), which requested a pre-filing review of the Eastern System Upgrade project.

“The Project consists of the addition of a new compressor unit at Millennium’s existing Hancock Compressor Station; the construction of a new compressor station in Sullivan County, New York; the installation of approximately 7.3 miles of pipeline between Millennium’s existing Huguenot and Westtown meter stations; and the addition of facilities at Millennium’s existing Ramapo meter station. The Project will permit Millennium to transport and incremental volume of approximately 200,000 dekatherms per day (Dth/day) of natural gas from Millennium’s Corning Compressor Station to an existing interconnect with Algonquin Gas Transmission, LLC, located in Ramapo, New York. All of the new capacity is subscribed under executed precedent agreements for long-term firm contracts. The Project facilities have been designed to maintain current operating

pressures at intermediate delivery points following the construction of the Project, to address increased customer demand on Millennium’s system during the summer months, and to ensure continued deliveries to interconnecting pipelines following pressure increases on those systems.”

“The Project will involve the addition of an approximately 22,400 horsepower compressor unit at Millennium’s existing Hancock Compressor Station, the construction of a new approximately 22,400 horsepower compressor station located about equidistant between Millennium’s existing Hancock and Minisink compressor stations, installation of approximately 7.3 miles of 36 inch pipeline parallel to Millennium’s existing 24 inch line between its Huguenot and Westtown meter stations and the addition of facilities at Millennium’s existing Ramapo meter station.”

Obligations:

The Consultant will be expected, at a minimum, to provide the following:

1. Organized and actively engaged in the CHIA process. Estimates of time commitments for both staff and consultant must be included in your return proposal.
2. Collect and review data and information. Data to be collected will include baseline health statistics and existing diseases among area residents, and a baseline air and water measurements of pollutants of concern, identified by the Consultant as important to the assessment.
3. Correspond, in a timely manner, which may include meetings, speaking engagements, email, phone, reports, etc.
4. Work Plan that indicates timelines for the project and is in accordance with the steps required for a Health Impact Assessment (see “CHIA Process” paragraph below). Indicate strategies that will be utilized.
5. Develop a list of deliverables
6. Develop a report of study findings, descriptions and methodology
7. Payment Plan. Include travel costs, hourly rates.

Qualifications:

The consultant must provide the County with the following minimum qualifications:

- Sufficient, qualified staff with a minimum MPH level of education and training in conducting CHIA's;
- Have all appropriate licensing and certifications required to perform said services;
- Organization and staff background, experience and expertise in conducting CHIA's;
- Five (5) years' experience, among project principals working in relevant context to the work described in this Request for Proposal;
- Demonstrate the ability to lead and facilitate public meetings and effectively communicate, with stakeholders involved in the assessment process;
- Preferred experience with CHIA's of the gas or petroleum industry;
- At least three (3) letters of recommendation, from organizations, municipalities, universities and/or health departments who can attest to the competence of the Consultant. Contact names and telephone numbers must be provided; and
- Three (3) previous customer references, including names and telephone numbers, of projects of similar scope and size.

CHIA Process:

The CHIA typically consists of the following six (6) steps:

1. **Screening** - establishes the need for an value of conducting an CHIA and is essential for high quality CHIA practice.
2. **Scoping** - identifies the populations that might be affected, determines which health effects will be evaluated with the CHIA, and identifies the data and methods to be used and alternatives to be assessed.
3. **Assessment** - describes the baseline health status of the affected populations and characterizes the expected effects on health of the proposal.
4. **Recommendations** - identifies alternatives to the proposal or specific actions that could be taken to avoid, minimize, or mitigate adverse effects or augment positive health effects.
5. **Reporting** - communicates the findings and recommendations to decision makers, the public and other stakeholders.
6. **Monitoring and Evaluation** - tracks the adoption and implementation of CHIA recommendations, determines whether the CHIA was conducted according to plan and/or whether it influenced the decision making process.

The Consultant should provide a detailed description of how it proposes to conduct each of these steps, along with a timeline and costs associated with each step.

The Consultant must provide the County of Sullivan with at least one example of a completed CHIA. If it is too lengthy to provide with your return proposal, please include a link to the published CHIA proposal.

Evaluation and Award Process:

The successful proposer will be rated on the following criteria:

1. Quality of proposal
2. Monetary Quote
3. Experience in CHIA work, and
4. Quality of work sample

Reporting:

Reports to the County may be requested periodically during the assessment process.

Submission of Proposal:

The Consultant shall submit a proposal, in triplicate, and should include at a minimum the following:

1. Statement of qualifications and experience for staff designated to this contract
2. Fee or fees for the services to be provided
3. References, including name and telephone number.

Proposals shall be submitted to: Kathy Jones, Director, Sullivan County Office of Purchasing and Central Services, 100 North Street, PO Box 5012, Monticello, NY 12701. Tele: 845-807-0515.

Process Schedule:

All proposals shall be submitted no later than 1:00 on Friday, August 19, 2016. Proposals received after this time will not be accepted. The County of Sullivan reserves the right to reject any and all proposals and to select the proposal which best meets the needs of the County.

The successful proposer must be approved by the Sullivan County Legislature. Upon approval, a contract will be issued for signature. (A sample Agreement is included in your RFP packet).

Contact for Questions:

If you should have any questions, please contact Kathy Jones, Director, Sullivan County Purchasing and Central Services, (845) 807-0515 or email: Kathy.jones@co.sullivan.ny.us

**AGREEMENT BETWEEN
COUNTY OF SULLIVAN
AND**

AGREEMENT made on the ____ day of _____, 2016, consists of the following terms and conditions:

1. PARTIES: This Agreement is by and between COUNTY OF SULLIVAN, a municipal corporation of the State of New York with its office at the Sullivan County Government Center, Monticello, New York 12701, hereinafter, designated as "County" and - _____, herein after designated as "Contractor", with an address of _____.

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 Sullivan County Commissioner of Public Works 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 shall perform the services in accordance with proposal dated and _____. Contractor represents and warrants to the County that a) the Contractor is licensed to the extent required by law and has the knowledge and experience necessary to perform pursuant to this Agreement; b) the Contractor has not been convicted of a crime under the laws of the United States or of any state; c) the Contractor has not been disqualified from performing any contract funded by the United States or the State of New York and there is no proceeding pending or threatened against the Contractor by either government; d) no officer or employee of the County has an interest in this Agreement which would disqualify the Contractor from performing hereunder and receiving payment therefore;) the Contractor's facilities, if used in the performance of its obligations, 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 funding is 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, State of New York, and United States of America 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 advance and in writing by the County. Contractor's revenues and expenditures 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 supporting or otherwise relating to the request for the payment of money to, or reimbursement for expenditures by, the Contractor. 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.

In addition to the foregoing, if this Agreement is financed by Medicare reimbursements, then until the expiration of four years after the furnishing of the services provided under this Agreement, the Contractor shall make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this Agreement, all books, documents, and records necessary to certify the nature and extent of the costs of those services. If the Contractor performs its duties of the Agreement through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.

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: Contractor shall defend, indemnify, and hold harmless the County, its officers, employees, and agents, against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, a result of a negligent act, omission or willful misconduct of the Contractor, its employees, representatives, agents, subcontractors or assigns.

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 its records and agrees to provide to the County, or permit the County to obtain, copies of any documents relating to its performance hereunder. 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: The Contractor acknowledges that the County has entered into this Agreement based on facts and representations made by Contractor and based upon Contractor's ability to perform the work as promised. Therefore, Contractor may not subcontract any work without prior written approval of the County. In addition, Contractor shall not assign any of its rights, interests, or obligations 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, and they will not 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. The Contractor 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 required.

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, (2) not incur further obligations 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 or provided to the Contractor, and carrying out any County directive concerning the disposition thereof.

In the event 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 required hereunder, and any services procured by the County to complete the requirements of this Agreement shall be charged to the Contractor and/or set off against any sums due the Contractor, at the County's sole discretion.

Notwithstanding any other provision hereunder, 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 herein.

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 to the County shall be addressed to the Commissioner, with a copy to the Sullivan County Attorney, 100 North Street, PO Box 5012, Monticello, New York 12701. Notices shall be personally delivered or mailed by certified mail, return receipt requested. Notices also may be given by facsimile transmission, provided that the notice is also mailed within 24 hours thereafter. Notice shall be deemed to be received at the time of receipt of the facsimile transmission. Each party is responsible to give the other notice of a change of address.

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. ENTIRE AGREEMENT: This Agreement and any exhibits or attachments hereto represent the full and complete understanding between the parties. Any representations made outside this Agreement shall have no force or effect. In the event one provision of the Agreement shall be determined to be null and void, any such determination shall not impact the validity of the remainder of the Agreement. This Agreement is binding on the heirs, successors, and assigns of the parties.

17. RECONCILIATION OF CONTRACT TERMS: In the event there is a conflict between any clause or term set forth in any of the materials incorporated into this Agreement, such as plans, specifications or proposal details, then it is specifically agreed that the term or clause which puts the greater responsibility upon the Contractor shall supersede, govern and control.

18. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New York. 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.

19. AUTHORIZATION: This Agreement is authorized by Resolution No. - ,
adopted by the Sullivan County Legislature on _____.

IN WITNESS WHEREOF, the parties have executed this **Agreement** on the date noted
above.

COUNTY OF SULLIVAN

CONTRACTOR

Joshua Potosek
County Manager

Name:
Title:

APPROVED AS TO FORM

COUNTY ATTORNEY'S OFFICE