



# ONEIDA COUNTY BOARD OF LEGISLATORS

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## ADDITIONAL COMMUNICATIONS FOR DISTRIBUTION MARCH 14, 2012

(Correspondence relating to upcoming legislation, appointments, petitions, etc)

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March 8, 2012

Anthony Picente  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, NY 13501

**ECONOMIC DEVELOPMENT  
& TOURISM**

**WAYS & MEANS**

**RE: 2012 Mohawk Valley EDGE – Oneida County Contract**

Dear Tony:

Attached are three copies of the proposed 2012 contract between Mohawk Valley EDGE and Oneida County. The proposed agreement includes the funds authorized in the current Oneida County Budget (\$349,674.00) to Mohawk Valley EDGE. Mohawk Valley EDGE will carry out initiatives to improve the region's economy with emphasis on attracting new investment and growth as well as assisting Oneida County businesses with new opportunities.

EDGE looks forward to working with you and the leadership on the County Board in these challenging economic times. Please do not hesitate to contact me if you have any further questions.

Sincerely,

Steven J. DiMeo  
President  
Mohawk Valley EDGE

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 3/13/12

CC: Laura Casamento, EDGE Board Chair  
Greg Amorosa, County Attorney  
Joseph Saunders, EDGE Counsel  
Shawna Papale, Sr. Vice President EDGE

Oneida County Department: \_\_\_\_\_

Competing Proposal \_\_\_\_\_

Only Respondent \_\_\_\_\_

Sole Source RFP \_\_\_\_\_

Oneida County Board  
Of Legislators

**Name of Proposing Organization:** Mohawk Valley EDGE

**Title of Activity or Service:** Economic Development in Oneida County

**Proposed Dates of Operation:** 1/1/2012-12/31/2012

**Client Population/Number to be served:**

**Summary Statements**

**1) Narrative Description of Proposed Services**

- Serve as the lead economic development organization in Oneida County.
- implement economic development policies that will help Oneida County and the region retain population and attract people, increase the number of jobs, particularly jobs that are career opportunities, and increase, by improving general economic conditions, the standard of living for residents of Oneida County.
- targeting marketing efforts to strategic industry clusters indentified in the EDGE 2012 Annual Plan.
- An emphasis will be put on continuing to meet with area businesses and firms and communication with them the services and programs available to them.
- EDGE will continue to support businesses as they utilize Empire Zone benefits and support the understanding of the newly introduced Excelsior Program.
- Project elements will be implemented this year including global marketing effort, implementation Project Development Agreement, oversee engineering-design services, construction of road and water and sewer improvements and site development at the Marcy Nanocenter at SUNYIT.
- Continued development of the Griffiss International Airport.
- Staffing the roll out of the reuse plan for the Oneida County Business Park.

**2) Program/Service Objectives and Outcomes:**

**Economic Development in Oneida County**

**3) Program Design and Staffing**

Total Funding Requested:

\$300,000

\$49,674

Account#

A6432.495

A6436.495

## AGREEMENT

**THIS AGREEMENT** (this "Agreement"), dated as of January 1, 2012, is by and between the

**COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, with its principal office and place of business located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the "**County**"), and

**ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION** (doing business as Mohawk Valley EDGE), a not-for-profit corporation organized and existing under the laws of the State of New York, with its principal office and place of business located at 584 Phoenix Drive, Griffiss Business & Technology Park, Rome, New York 13441 (hereinafter referred to as "**EDGE**").

### WITNESSETH:

**WHEREAS**, EDGE is a New York not-for-profit corporation located within Oneida County and formed for the objects and the purposes, among others, of publicizing the advantages of Oneida County and the region by advancing, fostering and promoting general economic and industrial development within Oneida County and the region; and

**WHEREAS**, the Oneida County Board of Legislators (the "Board of Legislators"), by Resolution No. \_\_\_ of 2012 (the "Resolution"), has authorized the expenditure of certain monies to pay for the services to be rendered by EDGE to the County pursuant to this Agreement; and,

**WHEREAS**, the County Executive and Board of Legislators, as the policy making branches of the County government, desire that the services described herein be consolidated under the aegis of, and be performed by, a single economic development organization, to wit: EDGE, in order to better facilitate the growth and development of Oneida County and represent the interests of all residents of Oneida County.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and in accordance with the provisions of Section 224 of the County Law, it is agreed by and between the parties hereto as follows:

1. The term of this Agreement shall be for one (1) year beginning on **January 1, 2012 and ending December 31, 2012**. The County reserves the right to terminate this Agreement upon thirty (30) days' written notice to EDGE in the event that EDGE shall fail to perform any of its obligations set forth herein, and such failure shall not have been rectified by EDGE within said thirty (30) day period.
2. Pursuant to this Agreement, EDGE shall act as an independent contractor providing services to the County, in return for which EDGE shall receive payment from the County as hereinafter described. Such payment will constitute part of EDGE's total 2012 revenue, which revenue EDGE will use to further its corporate purposes including, without limitation, serving as the lead economic development organization in Oneida County. To that end, EDGE's goals in providing the herein described services to the County shall be to form and implement economic development policies that will help Oneida County and the region retain population and attract people, increase the number of jobs, particularly jobs that are

career opportunities, and increase, by improving general economic conditions, the standard of living for residents of Oneida County. The parties acknowledge that EDGE, as an independent contractor, shall have control over the means and methods used to make and implement economic development policies designed to achieve the aforesaid goals. However, EDGE recognizes the strong interest and role of the County Executive and the Board of Legislators in the making of policy with regard to general economic development in Oneida County and shall consult with the County Executive and the Board of Legislators in the formulation of such policy.

3. EDGE shall, upon the request of the Board of Legislators and/or the Economic Development and Tourism Committee thereof, provide periodic updates, in writing and/or in person, to the Board of Legislators and/or the Economic Development and Tourism Committee thereof, as the case may be, on its activities pursuant to this Agreement, excepting from such updates information subject to a confidentiality agreement and/or information which has been expressly prohibited from disclosure by a business prospect or existing employer. EDGE's President shall also participate fully in economic and community development meetings with the County Executive, the Director of Work Force Development, the Commissioner of Planning and others invited by the County Executive, which said meetings shall occur on a monthly basis. The Economic Development and Tourism Committee of the County Board of Legislators and the County Executive shall monitor EDGE's performance under the terms of this Agreement and make recommendations with regard to such performance.
4. EDGE shall provide, on request, reports on its activities to the County Executive, members of the Board of Legislators, or any duly appointed committee thereof, excepting from such reports information it reasonably deems confidential concerning prospective or existing projects. At least once each quarter, EDGE shall report to the County Executive on the companies that received financial assistance through EDGE. Specifically, EDGE shall report on the total employment among these companies and whether these companies are in compliance with any job creation and job retention requirements., EDGE shall also report to the County Executive on other major changes in business activities in the County of which EDGE is aware, excepting from such reports information subject to a confidentiality agreement and/or information which has been expressly prohibited from disclosure by a business prospect or existing employer
5. Pursuant to this Agreement, EDGE shall, as part of its duties to publicize the advantages of Oneida County and the region by overseeing and facilitating overall general economic development:

5.1.1 Implement and update, as deemed necessary, the Regional Economic Development Strategy that was prepared in 1997 by Deloitte Touche & Fantus Consulting, and continue appropriate outreach to focus on the development and implementation of local strategies for restoring Oneida County and the region's population and addressing Oneida County and the region's work force development needs. Building on past efforts, EDGE, with community stakeholders such as the Community Foundation of Herkimer and Oneida Counties, Inc., and others, to develop an effort to identify key community indicators and develop regional strategies and shared community vision that will provide a comprehensive approach to improving the region's community development (e.g., education, culture and arts, health, work force development,

transportation, and community development initiatives) as an integral component of an overarching economic development strategy.

**5.1.2** Publicize the advantages of Oneida County and the Mohawk Valley as a desirable area for businesses to locate and expand by targeting marketing efforts to strategic industry clusters identified in the EDGE 2012 Annual Plan. Through its marketing and promotional activities, attract and encourage industry and businesses to locate or expand in Oneida County and thus facilitate the general economic growth and development of Oneida County. EDGE shall provide to the County Executive and the leadership of the Board of Legislators, no later than February 1, 2012, a targeted marketing and promotion plan regarding how EDGE intends to publicize and promote Oneida County and the Mohawk Valley as a location for business expansions within key industry clusters being targeted by EDGE.

**5.1.3** Maintain a systematic program for visiting area businesses and firms and communicating with them on (i) the available programs and services offered by and through conduits of Oneida County, (ii) the identification of issues or problems that may adversely impact a business or firm's economic well-being and the maintenance of its operations and continued presence within Oneida County, and (iii) the opportunities for growth and expansion within Oneida County and/or Mohawk Valley that may occur as a result of assistance provided through EDGE, other economic development agencies, and/or state and/or local government support. EDGE shall make the County Executive aware of key business outreach visits that would warrant his participation. EDGE shall coordinate business outreach activities, visits, and business development projects with the Regional Office of the Empire State Development Corporation, the Workforce Investment Board, and, to the extent necessary or desirable, its other economic development and educational partners.

**5.1.4** Inform, in writing, except where expressly prohibited by a confidentiality agreement and/or a business prospect or existing employer, County and affected local government officials at the earliest possible instance (after EDGE acquires actual knowledge thereof) of potential economic development projects in their respective communities, and notify the County and affected local government officials at the earliest possible time (after EDGE acquires actual knowledge thereof) that an existing employer in their respective communities may relocate elsewhere in or outside of Oneida County.

**5.1.5** Provide prompt attention to, and follow-up on, leads regarding new economic development, businesses or industries and participate with the County in an outreach to existing businesses and industries in Oneida County and maintain a record of all leads, contacts and follow-up efforts with existing businesses and prospects and, upon request, provide County officials, except for confidential information on clients or leads, reports on potential economic development projects.

**5.1.6** Administer and oversee management of the EDGE Job Development Loan Fund, and other revolving loan fund accounts under its control or management. Within such funding made available and so identified, EDGE shall maintain a targeted Small Business Development Loan Program capitalized with funding secured from the U.S. Department of Housing and Urban Development (HUD) under the HUD Small Cities Program and the NYS Small Cities Program to specifically address unique small business financing needs.

**5.1.7** Prepare proposed financing assistance and economic development incentives packages for businesses that are looking to expand or locate within Oneida County, and develop funding strategies for special economic development projects and initiatives.

**5.1.8** Administer and monitor the Oneida County Empire Zone Program and the new Excelsior Program approved by New York State for specific sites in Oneida County in cooperation with the County Executive's Office.

**5.1.9** Make itself available to administer various Federal and state grants obtained by the County for various economic development projects upon such terms and conditions as may be mutually satisfactory to the County and EDGE. These grants would include, but not be limited to, grants received through the Office Community Renewal for projects within Oneida County.

**5.1.10** Oversee the marketing and development of the Marcy Nanocenter at SUNYIT (the "Project") through that certain Amended and Restated Project Development Agreement among EDGE, the State University of New York ("SUNY"), and The Research Foundation of State University of New York ("Research Foundation"), dated as of May 1, 2010, as the same may be amended and/or restated from time to time (the "PDA") by, among other things, (i) acquiring such fee interests and/or easements in real property as may be necessary or desirable to further the Project; (ii) finalizing remaining permitting for the Project site; (iii) developing plans and specifications for road, site, wetlands mitigation, relocation/reconfiguration of National Grid Power Lines, and infrastructure improvements at and/or to the Project site and arranging for the construction and/or installation thereof; (iv) assisting in the development of proposed financing scenarios to satisfy requirements under the County sewer consent order so that the Project site can be developed, and, (v) overseeing the implementation of the capital improvements programming for the Project site. EDGE will also continue its global marketing of the Project site as the premier development site in Upstate New York for semiconductor, nanoelectronics, and nanotechnology manufacturing, and building necessary state partnerships necessary to realize transformational economic development of this site.

**5.1.11** Provide necessary technical support for other designated Build Now sites and/or key development sites in Oneida County and Herkimer County, and provide technical assistance and necessary staff support for pre-permit approval and development of other key development sites and vacant/underutilized facilities.

**5.1.12** Provide marketing and staff assistance for aviation-related economic development opportunities at Griffiss International Airport. Specifically, EDGE will: (i) work cooperatively with Oneida County, the County's Aviation Department, and GLDC on the development and funding of a marketing program to attract new and expanded aviation-related uses at Griffiss International Airport (i.e., EDGE, with the concurrence of GLDC, will assist GLDC in using funds from the GLDC marketing budget, contingent on an appropriate funding match from the County, for marketing of the Griffiss International Airport for aviation economic development opportunities); (ii) provide economic development services to the County and the County's Aviation Department on identifying and handling of aviation leads, develop financing and incentives proposals required for new and expanding aviation development opportunities, coordinate negotiations for the lease of existing buildings at Griffiss International Airport or for the development of new aviation facilities that would be built, and provide other economic development support that will enable the County to expand aviation activity at the Griffiss International Airport. Costs for outward marketing (trade shows, sales calls, development of marketing materials) are not an obligation of EDGE and would require appropriation of funds by GLDC and Oneida County at Griffiss.

It is further understood and agreed that the County will be solely responsible for all decisions related to the operation of the Griffiss International Airport, complying with FAA requirements, appropriations for capital projects at Griffiss International Airport and providing funding for annual Airport O&M costs required to operate Griffiss International Airport. Pursuant to state and local law, any prime leases of property at the Griffiss International Airport will be subject to approval by the Oneida County Board of Legislators and the Federal Aviation Administration (FAA).

**5.1.13** EDGE shall continue to work with the County on the completion of a master reuse plan for the former Oneida County Airport and Oneida County Airport Business Park in Oriskany, New York (the "Oneida County Airport Business Park") to address opportunities to reuse the vacant lands for long-term economic development and address concerns by the current businesses within the Oneida County Airport Business Park on ongoing needs for maintenance and repairs to the Oneida County Airport Business Park infrastructure (e.g., roads, drainage ditches, and utilities). The plan will also strive to rebrand and rename the Oneida County Airport Business Park. The reuse strategy will seek to integrate the Oneida County Airport Business Park with any potential plans to expand the Oneida County Airport Business Park by redeveloping the lands that the County owns and which are now vacant or underutilized as a result of the relocation of the Oneida County Airport to Griffiss.

**5.1.14** Maintain implementation of a communications program that conveys information to the general public on EDGE projects and activities. EDGE's communications program will (i) disseminate information by publishing quarterly newsletters, and maintaining a website (ii) prepare collateral marketing materials and other reports that inform the community about EDGE-sponsored or EDGE-supported projects and activities, (iii) provide regular presentations and updates to community and civic organizations, and governmental officials on economic



development matters, (iv) arrange for the issuance of press releases, and (v) respond to inquiries from the media regarding economic development projects and activities.

**5.1.15** Undertake special projects, enter into technical assistance contracts with local governments, develop and administer community and economic development initiatives, and complete or cause to be completed studies that will further the economic growth and development of Oneida County and the Mohawk Valley. In addition, EDGE will facilitate the reaching out to and development of contacts with various community groups, Chambers of Commerce and other strategic publics in the region on the regional effort to encourage economic development.

**5.1.16** Help coordinate activities by the Griffiss Institute Inc. to provide training, establish a business accelerator program, and other business assistance to companies and businesses involved in information technology and cyber-operations.

**5.1.17** Assist the County, Cornell Cooperative Extension, and other federal and state government agencies on implementing the County's Agricultural and Rural economic development programs.

6. EDGE shall use its best faith efforts to raise private sector monies or lending commitments in an amount equal to or in excess of funds appropriated by the County for economic development purposes in 2012 with a goal that each party hereto shall raise and/or commit appropriate funds for an incentive effort for economic development. Any and all economic development incentive funds shall be administered by EDGE pursuant to a written protocol that shall include loan and grant criteria and conflict of interest provisions. The County may contribute to the fund-raising effort as indicated.
7. For the services actually provided by EDGE pursuant to the terms of this Agreement, the County agrees to pay EDGE the sum of **Three Hundred Forty Nine Thousand Six Hundred Seventy Four and 00/100ths Dollars (\$349,674.00)** in semi-annual payments of **One Hundred Seventy Four Thousand Eight Hundred Thirty Seven and 00/100ths Dollars (\$174,837.00)**<sup>1</sup>. Anything to the contrary contained in this Agreement notwithstanding, no County money shall be paid to EDGE hereunder until a memorandum receipt, signed by EDGE's principal officer and disbursing officer, to wit: its President and Chief Financial Officer, respectively, agreeing to comply with the terms of the Resolution, is delivered to the County Treasurer.
8. EDGE shall file an annual report and budget of its expenditures and receipts with the Clerk to the Board of Legislators.
9. EDGE shall indemnify and hold harmless the County and its officers, agents, and employees from any claims, demands, causes of action and judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence of EDGE, its employees or agents, in the performance of its duties under the terms of this Agreement.

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<sup>1</sup> Contract amount of \$349,674.00 includes appropriation of \$49,674.00 as the Oneida County Share for Empire Zone Program.

10. In the performance of this Agreement, EDGE will at all times act in its own capacity and rights as an independent contractor, and nothing contained herein shall be construed to make EDGE an agent or partner of, or joint venturer with, the County.
11. The County acknowledges that it did not "create" EDGE. Moreover, nothing contained in this Agreement shall be deemed to make the County a "sponsor" or "affiliate" of EDGE.
12. Whenever EDGE shall use the funding provided herein for the procurement of goods and services, EDGE shall be governed by the EDGE Procurement Policies set forth in Exhibit A, attached hereto and made a part of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties hereto as of the day and year first above written.

**COUNTY OF ONEIDA:**

By: \_\_\_\_\_  
**Anthony J. Picente, Jr**  
**County Executive**

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

**ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION:**

By: *Laura Casamento*  
**Laura Casamento**  
**Chairperson**

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

Approved As To Form  
ONEIDA COUNTY ATTORNEY  
By *Greg J. Auer*

**EXHIBIT A**

**EDGE Procurement Policies**

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## EDGE PROCUREMENT POLICIES

Economic Development Growth Enterprises Corporation (“EDGE”) is a New York not-for-profit corporation. EDGE is exempt from federal income tax pursuant to the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. At present, EDGE is managed by a 54-member Board of Directors.

EDGE has two directly-held, wholly-owned subsidiaries (1) 5900 Success Drive Realty, LLC, and (2) 394 Hangar Road Corporation (the “Subsidiaries”).

EDGE is charged with responsibility for promoting and overseeing economic development within Oneida County. EDGE also provides services to Herkimer County. EDGE’s mission is to attract new businesses and residents to, and to retain existing businesses and residents in, the Mohawk Valley. In support of its mission, EDGE develops and implements an annual work plan at the beginning of each year against which it measures its performance.

In the course of its day-to-day operations, EDGE has occasion to procure various goods and services. To facilitate the acquisition of goods and services of maximum quality at the lowest possible cost, EDGE has adopted the procurement policies (the “Procurement Policies”) hereinafter set forth and has asked its Subsidiaries to adopt the same Procurement Policies.

The Procurement Policies are intended to establish guiding principles and internal procedures relating to EDGE’s procurement activities. They are not intended to and shall not create in or convey to third parties any substantive rights.

Notwithstanding anything to the contrary contained in the Procurement Policies, EDGE shall comply with the terms and conditions of each grant or contract it has with any federal or state funding source including terms and conditions relating to procurement.

As part of its procurement process, EDGE shall make an initial determination as to whether a proposed contract involves (1) the purchase and/or leasing of Commodities and/or Services or (2) a Construction/Renovation Project. Once EDGE makes that determination, it shall follow the applicable procurement policy set forth below.

1. Definitions.

As used herein, the following capitalized words shall have the following meanings:

“Commodities” shall mean goods, materials, equipment and supplies.

“Services” shall mean all services except for Exempt Services.

“Exempt Services” shall mean professional services and services requiring special technical skill, training, expertise or, in some instances, a license in order to render such services. Exempt Services shall include, without limitation, the services of attorneys, accountants, architects, surveyors, engineers,

consultants, financial advisors, appraisers, real estate brokers, real property managers, insurance brokers, bond underwriters, computer specialists, printers, investment managers, and public relations specialists.

“EDGE” shall mean Economic Development Growth Enterprises Corporation.

“Subsidiaries” shall mean EDGE’s directly-held, wholly-owned subsidiaries: (1) 5900 Success Drive Realty, LLC and (2) 394 Hangar Road Corporation.

“Construction/Renovation Project” shall mean a project for the construction and/or renovation of buildings or other improvements on real property owned and/or leased by EDGE.

## 2. Purchases of Commodities and/or Services.

Unless provided otherwise by EDGE’s Executive Committee, all purchases and/or leases of Commodities and/or Services are subject to the approval of EDGE’s President, who shall make a good faith effort to solicit at least three (3) written quotes/proposals for any such purchase and/or lease involving an expenditure of more than \$5,000.00. EDGE shall not be bound to award a purchase contract or lease to a vendor or supplier solely based on price. Quality and reliability of product, compliance with stated specifications, including proposed substitutions, service and warranties, delivery and installation schedules, and other factors deemed appropriate by EDGE are factors that EDGE may consider in selecting a vendor or supplier for the purchase and/or lease of Commodities and/or Services. In cases where a purchase contract or lease is awarded for reasons other than price, EDGE shall make a reasonable effort to document the rationale for its decision.

There may be instances where EDGE is able to acquire Commodities that are advertised by the State of New York under State contract administered by the Office of General Services (“OGS”) or by the Federal Government under a federal contract overseen by the General Services Administration (“GSA”). In either event, the OGS or GSA list price shall be deemed to be the lowest price and EDGE shall not be required to solicit multiple quotes/proposals for the purchase and/or lease of such Commodities.

Purchases and/or leases of Commodities and/or Services involving an expenditure of \$5,000.00 or less shall not require multiple price quotes/proposals. However, EDGE may consider making periodic solicitations to determine that its purchase and/or leasing of such Commodities and/or Services are based on competitive pricing and other considerations beneficial to EDGE.

## 3. Construction and/or Renovation Projects.

EDGE shall competitively bid all Construction and/or Renovation Projects involving an expenditure of more than \$25,000.00. If specific State and/or federal procurement or contracting requirements apply, EDGE shall comply with such requirements. All other competitively bid Construction and/or Renovation Projects involving the expenditure of more than \$25,000.00 shall be either by formal advertisement in a newspaper of record in Oneida County (Rome Sentinel or Observer Dispatch) or in the Dodge Report or, where applicable, in other federal and state bid publications.

Formally advertised construction and renovation work should include a pre-bid meeting for all interested bidders upon terms and conditions set forth in the EDGE bid documents. All competitive bids shall be submitted to EDGE in a sealed envelope and delivered to the EDGE offices by regular mail, overnight express mail, or in person before the scheduled bid opening date. EDGE, at its option, reserves the right to reject any bids received after the deadline set forth in the bid proposal. EDGE shall not consider bid proposals that are not sealed in an envelope, delivered by fax, or a verbal quotation from a potential bidder if sealed bid process is required. The bid opening shall be open to all interested parties.

EDGE shall document the bids received and then canvass the bids to ensure that the bidders have complied with the terms and conditions set forth in the bid specifications. After the canvas of bids is complete, EDGE, through its Executive Committee, shall review the canvas of bids and select the lowest responsible bidder to award a contract. If the lowest responsible bidder is unable to enter into a contract then EDGE may, at its option, either enter into a contract with the next lowest responsible bidder, or cancel the bid process and advertise for new bids. Where a winning bidder is unable or unwilling to enter into a contract with EDGE, then EDGE shall have the right to demand that such bidder forfeit its bid security, and may, upon advice of legal counsel, pursue all other remedies available to recover any documented damages.

Notwithstanding the above, in instances where a particular Construction and/or Renovation Project has an aggressive delivery schedule which, in EDGE's opinion, requires it to use "design-build" procedures or to retain the services of a construction manager to oversee the procurement of contractors and subcontractors, EDGE may, at its option and as an alternative to competitively bidding such Construction and/or Renovation Project, solicit written quotes/proposals from at least three (3) contractors who meet eligibility requirements established by EDGE.

Construction and/or Renovation Projects undertaken by EDGE involving an expenditure of \$25,000.00 or less shall be handled by soliciting price quotations from multiple contractors selected by EDGE (i.e., invitations to at least three firms deemed by EDGE as having the capability and qualifications to perform the work as required by EDGE). For these types of projects, EDGE will accept written proposals and price quotations from such contractors based on a written proposal provided by EDGE. EDGE shall base its award on the lowest responsible price received.

#### 4. Other Procurement Provisions.

EDGE may make emergency purchases without following the Procurement Policies set forth above where Commodities and/or Services must be purchased immediately and a delay in order to secure alternate proposals may threaten someone's life, health, safety, property or welfare. Emergency purchases will be made at the discretion of EDGE's President with appropriate documentation as to the nature of the emergency.