

**Request for Proposals to Purchase and Redevelop a Portion of the
Kingsboro Psychiatric Center Campus**

Addendum #4

Release Date: September 16, 2020

- 1) **1199 Section Update:** The “Childcare and Workforce Training Center” section on page 10 has been deleted and replaced with the following:

“Proposals should provide core and shell for a childcare center and workforce training facility to be run by the 1199SEIU United Healthcare Workers East. The combined facility may take up more than one level within a particular building on the Site, but the daycare must be located entirely on the ground floor. Respondents may direct additional questions about requirements for the facility to [tiffany.mcguire\[at\]1199funds.org](mailto:tiffany.mcguire@1199funds.org).”

- 2) **Extended Question Deadline:** ESD and HCR will extend the deadline for RFP questions from September 21st at 2pm to September 28th at 2pm.
- 3) **Additional Site Tour:** Additional tours of the site will be held on Friday, September 25th at noon, 1pm, and 2pm. Respondents are not required to attend, but they must e-mail KPCRFP@esd.ny.gov if they wish to participate. Tour slots are limited to two individuals per organization, and slots will be allocated on a first-come, first serve basis. When emailing regarding tour participation, Respondents should provide the name, title, firm, telephone number, and e-mail address of each representative who will attend, as well as the requested tour slot and a completed OMH permit (see following pages). The attached permit is only applicable for site access related to this tour.

Each of the foregoing is added to and made part of the RFP. Any questions regarding this addendum may be submitted to the designated contact account for this solicitation at KPCRFP@esd.ny.gov.

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REVOCABLE PERMIT

FOR SHORT-TERM ACCESS

NEW YORK STATE OFFICE OF MENTAL HEALTH

Kingsboro Psychiatric Center

THIS PERMIT made the [redacted] day of September, 2020 between [redacted] (the "Permittee"), [type of coporation] and having its principal office at [redacted] and the New York State Office of Mental Health ("OMH"), whose office is located at 44 Holland Avenue, Albany, New York 12229.

WITNESSETH

WHEREAS, the People of the State of New York, through the Dormitory Authority of the State of New York ("DASNY"), is the owner of certain improved real property (the "Property") located at 681 Albany Avenue, Brooklyn, New York, 11203 (a/k/a Kings County Block 4833, Lot 1), which is used for the purposes of the Kingsboro Psychiatric Center campus ("KPC campus"), which remains under the professional jurisdiction of OMH; and

WHEREAS, the Permittee has asked OMH for permission to conduct an outdoor site visit of the western part of the KPC campus for purposes of visual inspection, as further detailed below and in Appendix A, attached hereto and incorporated herein; and

NOW, THEREFORE, permission is hereby granted to the Permittee for the subject access, subject to the terms and conditions contained herein and as further described below:

A. PURPOSE OF PERMIT

To allow temporary access to the western parcel of KPC, within the area shown on the site plan attached hereto as Appendix A (the "Permitted Area"), in compliance with all applicable laws, rules and regulations.

B. SCOPE OF PERMIT

1. The effective period of this agreement shall commence at [redacted] on September [redacted], 2020 and continue in effect until [redacted] on the same date. OMH reserves its right to evaluate the Permittee's compliance with the terms of this Permit and may, unilaterally terminate the Permit, if, in OMH's sole discretion, any deficiencies in non-compliance are not cured.
2. OMH hereby grants to the Permittee the right to enter upon the Permitted Area.
3. Such permission is limited and expires as indicated above, unless revoked at an earlier time. It is understood and agreed between the parties hereto that the Permittee does not have a long-term use of, or any interest in, the Permitted Area or any part of the KPC campus under this Permit. **Permittee further acknowledges and agrees that OMH may terminate this Permit on an emergency basis at any time in its sole discretion.**
4. The Permittee agrees to assume all responsibility for its activities while at the KPC campus and shall be fully responsible and answerable in damages for any and all accidents/or

injuries to persons or property, including death, and hereby agrees to the fullest extent permitted by law, to indemnify and hold harmless the State of New York (the "State") and the New York State Urban Development Corporation d/b/a Empire State Development ("ESD"), including their respective commissioners, directors, officers, employees, invitees, and agents, New York State Homes and Community Renewal ("HCR"), its members, officers, employees and agents, DASNY, its members, officers, employees and agents, and OMH, its officers and employees against all claims, suits, actions, liabilities, losses, costs, damages or expenses and costs of every description including attorney's fees and other expenses of litigation arising (1) on account of or through the presence at the KPC campus by Permittee (2) out of, directly or indirectly due to, Permittee's failure to perform or comply with any of the covenants or conditions of this Permit, or (3) out of, or directly or indirectly due to, wholly or in part, any act or omission of Permittee.

5. Permittee solely assumes on behalf of itself the following distinct and several risks, whether said risks arise from acts or omissions, whether supervisory or otherwise, of the State, ESD, HCR, DASNY or OMH, or from any other cause, whether said risks are within or beyond the control of the Permittee and whether said risks involve any legal duty, primary or otherwise, imposed upon the State, ESD, HCR, DASNY or OMH:
 - a. the risk of claims, just or unjust, by third persons against the State, ESD, DASNY, HCR, OMH, the Permittee, or any other person, on account of wrongful death, bodily injuries or property damage, direct or consequential, loss or damage of any kind whatsoever arising, or alleged to arise out of, or as a result of, or in connection with the presence of Permittee on the KPC campus, whether actually caused by or resulting from said access or out of, or in connection with the presence of Permittee on the KPC campus;
 - b. the responsibility and liability for any and all damage, injury, loss or expense of any kind or nature whatsoever, including death resulting therefrom, to all persons and to all property, caused by, resulting from, arising out of, or occurring in connection with the presence of the Permittee on the KPC campus;
 - c. the Permittee's obligations under this section shall not be deemed waived, limited or discharged by the procurement or enumeration of any insurance for liability for damages, if independently obtained by Permittee.
 - d. The termination of this Permit for any reason shall not release Permittee from obligations under this section 5.
6. Permittee understands and acknowledges that although access to the Permitted Area has been granted, the KPC campus and the improvements thereupon may contain hazards that must be observed, including by way of example and not limitation, items or obstacles, including but not limited to uneven terrain or vegetation, that may present an obvious tripping or other safety hazard, or due to conditions present on the KPC campus or the improvements thereupon. Permittee acknowledges that OMH makes no representations about the condition of the Permitted Area or any part of the KPC campus.

C. CONFIDENTIALITY

The Permittee acknowledges that the individuals who are receiving services at or on the KPC campus have a right of confidentiality which is protected by state and federal law. The Permittee agrees that it shall, and shall cause its personnel (hereinafter, the "Employees") to (1) maintain and protect the confidentiality of such individuals, (2) refrain from taking any action, including the taking of pictures or video, which could result in a breach of such confidentiality, and (3) comply with all OMH and/or KPC policies, procedures and requirements, including those applicable to the use of cell phones and cameras on the KPC campus. For purposes of enforcing these requirements or in connection with the maintenance of the health and safety of patients, staff and visitors, the Permittee agrees that it and its Employees may be required to permit inspection of cell phones, cameras, packages and vehicles or be excluded from the KPC campus.

D. COUNTERPARTS

This Permit may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. Signatures delivered by facsimile or other electronic means shall be deemed originals for purposes of this Permit. Any and all prior discussions, letters, memoranda and correspondence are merged herein. This Permit may not be modified or amended except by written agreement, and may not be orally changed or waived.

[Signature page follows]

Permittee accepts this Permit upon and subject to all the terms, stipulations and conditions outlined above.

Date: September , 2020

[name of entity]

By: _____

Printed Name:

Title:

Consented to by the Office of Mental Health

By: Marshall Vitale
Title: Director, Administrative Support Services Group
Date: September __, 2020

ATTACHMENT A
SCOPE OF ACCESS; RESTRICTIONS

Permittee shall be granted access to the western part of the KPC campus, as shown on the attached site plan (the "Permitted Area"), subject to all terms and conditions of this Permit. All access to and presence at the KPC campus by Permittee, its employees, invitees and guests, may be supervised by a KPC or other OMH representative and all direction from said representative will be followed by Permittee and/or employees, invitees and guests. If at any point during access or occupancy of the Property, KPC or OMH determines that said access is not safe, Permittee agrees to vacate immediately at the direction of the KPC or OMH representative.

Permittee Activities at the Permitted Area

- Detailed description of the use: Visual inspection of the Permitted Area and improvements thereupon from outside only; no interior access is allowed for any reason.
- Days of the week/time of access: [REDACTED]. Permittee to notify KPC prior to arrival
- Specific location: Permitted Area , including visual inspections of buildings thereon from the outside only
- Specific number of individuals: [REDACTED]
- List of individuals visiting the site, with company affiliation as applicable:
[REDACTED]

- Impact(s) on any operating system or utilities: none
- Photography/filming (if any) and justification: No photos or videos with any individual in the frame are allowed. OMH reserves the right to inspect all cameras and video equipment and other picture and/or video taking devices for compliance.