

Request for Proposal
VEHICLE REPAIR AND MAINTENANCE SERVICES
PROJECT #: 2017-BF001
JUNE 27, 2017



County of Cortland
Attn: Cortland County Legislature
Eric Mulvihill, Clerk
60 Central Avenue, #316
Cortland, New York 13045
www.cortland-co.org
Contact: emulvihill@cortland-co.org

Sealed proposals will be received at the Cortland County Legislature, ATTN: Eric Mulvihill, Cortland County, 60 Central Avenue, #316, Cortland, New York 13045 until 10:00 am EDST on Monday, August 7th, 2017. Any proposals received after the time specified will not be accepted.

The proposals shall be based on the furnishing of labor services and garage equipment necessary to perform those services in connection with vehicle repair and maintenance services for Cortland County in complete and strict accordance with specifications in the Request for Proposal Packet. The proposal will be for a three year contract with a one year renewal option.

Cortland County reserves the right to waive any formalities in any proposal, delete any proposal item in the project or extend the project within the limits of the work involved. Cortland County reserves the right to accept or reject any or all proposals.

Disabled, minority, women and veteran owned businesses are encouraged to apply.

Only written inquiries will be allowed and responses will be available to all interested parties.

Release Date: Monday, July 3rd, 2017

Due Date: **Monday, August 7th, 2017, 10:00 am EDST**

SECTION 1 – INTRODUCTION

1.1 BACKGROUND

Cortland County is a NYS Municipal Corporation in the State of New York, encompassing about 502 square miles. The total population approximates 49,336. The county has 25 departments with a fleet of 56 county owned vehicles, and 53 leased vehicles. The fleet consists of cars, trucks, patrol cars and emergency vehicles. A list of county vehicles is attached as Exhibit A. The county desires to contract with an outside vendor for vehicle preventive maintenance and repairs.

1.2 INFORMATION AND CLARIFICATION

Cortland County is inviting the submission of proposals from qualified vendors to furnish all material, labor and equipment in performing all operations necessary in connection with the repair and maintenance of Cortland County vehicles.

1.3 ELIGIBILITY

To be eligible to respond to this RFP, the Proposer must have a valid NYS Motor Vehicle Inspection License and any other required licenses to perform vehicle repairs in Cortland County, New York State. Bids will only be considered within a 10 mile radius from 60 Central Avenue, Cortland, New York as the County will drop off and pick up the vehicles. Interested facilities must have all mechanics who are performing work on County Vehicles with ASE (Automotive Service Excellence) Certification. Proof of certification required.

1.4 CONE OF SILENCE

You are hereby advised that this Request for Proposal is subject to a Cone of Silence. From the time of advertising until the Director of Budget and Finance issues her recommendation, there is a prohibition on communication with the County's professional staff. The Cone of Silence does not apply to oral communications at pre-bid conferences, oral presentations before evaluation committees, contract discussions during any duly noticed public meeting, contract negotiations with the staff following the award of an RFP, RFQ, RFLI or bid by the County Board of Legislators, or communications in writing at any time with any County employee, official or member of the County Board unless specifically prohibited. A copy of all written communications must be filed with the Director of Budget and Finance. Violation of these provisions by any particular bidder or proposer shall render any RFP award, RFQ award, RFLI award, or bid award to said bidder or proposer void, and said bidder or proposer shall not be considered for any RFP, RFQ, RFLI or bid for a contract for the provision of goods or services for a period of one year.

All questions regarding this RFP must be submitted in writing no less than five (5) business days before the proposal due date. All questions and comments should be directed to the Director of Budget and Finance, Peggy L. Mousaw, CMFO at pmousaw@cortland-co.org. Answers to all submitted questions will be posted on the county's web site, www.cortland-co.org.

1.5 CERTIFICATION

By offering a submission to this Request for Proposal the proposer certifies the proposer has not divulged to, discussed or compared his proposal with other proposals and has not colluded with any other proposer or parties to this proposal whatever. Also, proposer certifies, and in the case of a joint proposal each party thereto certifies as to his own organization, in connection with this proposal:

- A. Any prices and/or cost data submitted have been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other proposer or with any competitor;
- B. Any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the scheduled opening, directly or indirectly to any other proposer or to any competitor;
- C. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- D. The only person or persons interested in this bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the purchaser for the purpose of doing business.

1.6 PUBLIC RECORDS

New York State Law provides that municipal records shall at all times be open for inspection by any person under the Freedom of Information Law, as amended from time to time. Information and materials received by the County in connection with responses shall be deemed public records subject to public inspection.

1.7 RETENTION OF PROPOSALS

The County retains the right to retain all Proposals submitted and to use any ideas contained in a Proposal, regardless of whether that firm is selected.

1.8 IRREVOCABLE OFFER

Any proposal may be withdrawn up **until 10:00 am EDST, Monday, August 7th, 2017**. Any proposals not so withdrawn before the opening date shall constitute an irrevocable offer for a period of ninety (90) days to provide the services set forth in the proposal.

1.9 MAILING INSTRUCTIONS AND SUBMITTAL DEADLINE

Sealed proposals must be received no later than **10:00 am EDST local time on Monday, August 7th, 2017** at the Cortland County Legislature, ATTN: Eric Mulvihill, 60 Central Avenue #316, Cortland, New York 13045. Each sealed proposal should be clearly marked and identified as follows:

County of Cortland
Attn: Eric J. Mulvihill, Clerk
Cortland County Legislature
60 Central Avenue #316
Cortland, New York 13045
Project #: 2017-BF001 “Vehicle Repair & Maintenance Services”

Each proposer shall submit one (1) original and (3) copies of their proposal.

Technical questions regarding this RFP may be directed to:

Peggy L. Mousaw, CMFO, Director of Budget and Finance
60 Central Avenue #132
Cortland, New York 13045
Project #: 2017-BF001 “Vehicle Repair & Maintenance Services”
pmousaw@cortland-co.org
607-753-5587

The responsibility for submitting this proposal and its receipt on or before the stated time and date will be solely and strictly the responsibility of the proposer. The County is in no way responsible for delays caused by any delivery system or caused by any occurrence. Proposals received after the exact time and date stipulated above shall be considered non-responsive.

1.10 COUNTY OPTIONS

The County reserves and holds at its sole discretion the right and option to award a Contract(s) for the provision of vehicle repair and maintenance services. The Director of Budget and Finance will report to the Budget and Finance Committee whether or not a contract award is/are recommended.

The County also reserves and holds at its sole discretion the following rights and options:

- To issue addenda/clarification to this RFP
- To reject or accept any and all proposals
- To issue subsequent RFP
- To enter into contract negotiations
- To waive technicalities.

1.11 AWARD OF CONTRACT

The proposal will be for a three year contract with a one year renewal option. The County intends to select and make a recommendation for award of a contract to the Budget and Finance Committee. There is no obligation on the part of the County to award the contract to the lowest proposer (least cost to the County.) The County further reserves the right to award the contract to the most responsible proposer submitting a proposal which is most advantageous and in the best interest of the County. The County shall be the sole judge of the proposal that is/are in its best interest, and its decision is final. The term of the contract shall be in accordance with the time requirements as set forth in this RFP Section 2.4 Term. The selected vendor will be required to comply with the requirements of the County Standard Contract. Cortland County will negotiate the contract terms upon

selection of a vendor. All contracts are subject to review and approval by the Cortland County Attorney. This contract will outline the terms, scope, budget, and any other necessary terms.

1.12 WRITTEN NOTICE TO PROPOSERS

All proposers will be e-mailed, at the time of tentative successful proposal selection, a notification of said selection.

1.13 NON-ASSIGNMENT

The contractor shall not assign, transfer, convey, or otherwise hypothecate any interest, rights, duties, or obligations it will have under the contract to be awarded, without the prior written consent of the County. The County may, at its option, terminate the Agreement immediately upon notice of such action by the contractor.

1.14 INDEMNIFICATION AND HOLD HARMLESS

The contractor shall indemnify and hold harmless the County, its agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the proposer's performance of the contract. The contractor shall also indemnify and hold harmless the County, its agents and employees from and against all claims, damages, losses and expenses arising from action of contractor's employees on County property or in the course of carrying out any business related to the contract. The proposer agrees that any legal disputes that may arise from this contract will be resolved by a court within the jurisdiction of Cortland County, New York.

1.15 DEFAULT

- Work not commenced within fourteen (14) days of the notification of the award and respective signed contract will be considered to be in default and the County may terminate the agreement and move forward at its own discretion with no obligation to Contractor.
- Failure of the selected contractor to comply with any covenant of the contract awarded shall constitute a default, and the County may at its option terminate the contract thirty (30) days after receipt by the proposer of written notice, unless said default is cured within such period.

SECTION 2 – SPECIFICATIONS

2.1 SCOPE OF WORK

The work covered by this specification consists of furnishing all material, labor and equipment necessary in performing all operations necessary in connection with repair and maintenance of County vehicles. The proposal shall be for a three year contract with a one year renewal option. A listing of current vehicle types used by Cortland County are attached as part of Exhibit A, and the executed contract will contain language to provide for the addition and/or deletion of vehicles used by Cortland County for the duration of the contract period.

2.2 SERVICE AVAILABILITY

The selected firm shall provide vehicle repair services a minimum of six (6) days a week, from at least 8:00 am to 5:00 pm on normal business weekdays and at least 9:00 am to 1:00 pm on normal business Saturdays. The service hours and days of contractor's firm should be specified in the Qualification Questionnaire attached to this RFP as Exhibit B.

2.3 SERVICE LEVEL

The selected firm is required to provide service according to the vehicle manufacturer's recommended service levels.

2.4 SPECIAL SERVICE

Priority and special service shall be given to expedite the maintenance and repairs of police and emergency vehicles. Police and emergency vehicles at the shop for routine maintenance will be given priority over all other vehicles, and the work on these vehicles must be completed as soon as possible, or within 24 hours if the nature of the work requires outside delivery of parts. Contractor will notify Director of Budget and Finance for any reasons of extended delay past 24 hours. Police and emergency vehicles at the shop for other maintenance or repairs will also be given reasonable priority.

The listing of priority vehicles shall be provided under separate cover to Contractor who receives award for bid.

2.5 FEES FOR SERVICE

Interested firms must submit the Schedule of Fees attached to this RFP as Exhibit C. The fees will provide rates for year 1, year 2 and optional extension for year 3.

Parts & Material:

All parts and material required in the performance of this specification shall be charged on the basis of NYS state contract (preferred), county discounting pricing with agreed vendors as provided by the county with bills for parts sent directly to county (second), the manufacturer or jobber's list price less a fixed discount percentage rate (third) that the firm must identify in his proposal submission. Any parts purchased where the county receives the bill, a copy of each invoice must be attached to the contractor's bill for verification of the parts purchased for county vehicles. The County reserves the right, should it deem necessary, to inspect the bidders discount procedure, either prior to or after the contract has been awarded. The contractor will be required to show the discount rate allowed on each and every invoice, in the cases where the contractor has to pay directly for the material. Labor rate or service performance rates are as agreed in provided fee outline and Contractor Submittal.

2.6 TERM OF AGREEMENT

The term of the agreement shall commence upon final execution of the agreement by the County and continue for a period of three (3) years with an additional one-year option if agreed to by both parties. Utilization of this

option must be agreed to both parties in writing at least sixty (60) days prior in advance of the termination of the original agreement.

2.7 TERMS OF PAYMENT

Upon award of the contract, the contractor will immediately provide the County with a current W9. No payment will be issued to contractor without a W9. The contractor will issue an invoice at time of completion of service, but no later than once a month from when the work has been completed. It is at the respective Department Head sole discretion to determine that the work specified in the invoice has been performed according to the job specifications, at which time, the County shall pay such invoice within thirty (30) days of submittal to County, and respective authorization from department head.

All invoices require VIN number and vehicle mileage on the invoice for payment to be processed as well as authorization from respective county department head upon receipt of invoice.

Any bills submitted for work outside of this contract require a written Purchase Order authorization from the County prior to work proceeding. Payment will not be made on such work without a written Purchase Order which must be referenced on the respective invoice.

2.8 INSURANCE/DOCUMENT REQUIREMENTS

At the award of the bid, the selected Contractor will be required to provide proof of the following prior to commencement of any work under this agreement. Additionally, during the term of the agreement, the selected firm will be required to maintain the following insurance coverages:

- A. Commercial General Liability Insurance: Commercial general liability coverage with limits of liability of not less than \$1,000,000 per Occurrence combined single limit for bodily injury and property damage. The liability insurance shall include completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- B. Worker's Compensation and Employer's Liability Insurance: Worker's Compensation and employer's liability insurance, to apply for all employees for statutory limits as required by applicable County, State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000 each accident.
- C. Business Automobile Liability Insurance: Business automobile liability insurance with minimum limits of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage.
- D. Professional Liability Insurance: Professional liability insurance in an amount of not less than \$1,000,000 per Occurrence, single limit.
- E. Copy of New York State Certificate of Authority to do business in NYS.
- F. Proof that signatory on RFP is at least a 50% owner of the business/contractor submitting the proposal and is authorized to submit the proposal on behalf of the company.

- G. Attestation that proposer is NOT disqualified from doing business in New York State as per the Federal Government, any NYS or County Agencies and the NYS Office of General Services in particular.
- H. Copy of ASE Certification of Mechanics who will be working on County Vehicles.
- I. Other Coverages: Such additional insurance coverages as may be reasonably required by the County.

2.9 PERFORMANCE REQUIREMENTS

During the term of the agreement, the selected firm shall be required to:

- Guarantee all work for one (1) year from the time the work is completed
- Maintain accessibility to the maintenance facility pursuant to the requirements of the agreement and this RFP
- Maintain the same level of performance as stated in the proposal throughout the term of the agreement
- Maintain all vehicles per manufacturer's suggested service intervals using only factory recommended parts and products.
- Have all mechanics ASE (Automotive Service Excellence) Certified.

SECTION 3 – REQUIREMENTS OF RESPONSE

3.1 GENERAL REQUIREMENTS

The purpose of the response is to demonstrate the qualifications, competence and capacity of the firm seeking to provide vehicle maintenance and repair services for Cortland County in conformity with the requirements of this Request for Proposals. As such, the substance of the Request for Proposal and qualifications will carry more weight than their form or manner of presentation. The technical response should demonstrate the qualifications of the individual or firm and of the particular staff assigned to this engagement.

The proposal should respond to all the points outlined in the Request for Proposal. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the individual's or firm's capabilities to satisfy the requirements of the Request for Proposal. Please provide as much information as possible regarding qualifications and experience.

3.2 SUBMISSION REQUIREMENTS

The following information must be included as part of the proposal:

- A. Name, contact, address, telephone and fax number, and e-mail of your firm.
- B. Type of organization (i.e., individual, partnership, corporation, joint venture, etc), year established, and address of home office if different than above.
- C. Qualifications of firm, including but not limited to: firm's history and number of years in business.
- D. Provide all necessary licenses, permits and certifications relating to vehicle repairs and maintenance.
- E. Completed and signed Qualification Questionnaire attached to this RFP as Exhibit B.
- F. Completed and signed Schedule of Fees form attached to this RFP as Exhibit C.

- G. References: All qualified firms must submit a list of at least three firms, organizations, or major customers to whom they have provided services within the past five years. Along with this information should be supplied the name, address and phone number of each reference listed. Letters of recommendation and references from other municipalities or public agencies are preferred.
- H. Information on any pending litigation against the firm or any of its principals as it relates to the services provided by the firm.
- I. Any other information you feel is appropriate to assist in the selection process.
- J. Proof of insurance as detailed in Section 2.8 – Insurance/Document Requirement.
- K. Acknowledgement page of agreement to abide by Appendix A – NYS Standard Clauses for New York State Contracts as attached as Exhibit A.

EXHIBIT A – CURRENT LIST OF COUNTY VEHICLES

(NOTE: VIN NUMBERS AND PRIORITY VEHICLES LIST WILL BE PROVIDED TO SELECTED CONTRACTOR)

1	2007	Chevrolet 1/2 Ton Pickup
1	2010	Chevrolet 1/2 Ton Pickup
1	2010	Chevrolet 1500
1	2008	Chevrolet 4 x 4
1	2015	Chevrolet Express 2500
1	2008	Chevrolet HHR SUV
1	1993	Chevrolet Horton Ambulance
1	2011	Chevrolet Impala
1	2012	Chevrolet Impala
2	2013	Chevrolet Impala
1	2007	Chevrolet Malibu
1	2012	Chevrolet Malibu
1	2012	Chevrolet Tahoe
1	2014	Chevrolet Tahoe
2	2008	Chevy Equinox
1	2010	Dodge Caravan Van
1	2015	Dodge Caravan Van
1	2009	Ford Crown Vic
2	2017	Ford Escape
1	2006	Ford Expedition
1	2014	Ford Expedition
4	2015	Ford Expedition
1	2006	Ford F150
1	2014	Ford F150
3	2017	Ford F150
1	2006	Ford F250
2	2007	Ford F250
1	2013	Ford F250
2	2016	Ford F250
1	2017	Ford F250
1	2007	Ford F350
3	2008	Ford F350
1	2013	Ford F350
5	2015	Ford F350
3	2016	Ford F350
1	1996	Ford F450
1	2007	Ford F650
1	1998	Ford F800

1	2014	Ford Focus
3	2013	Ford Sedan
2	2014	Ford Sedan
2	2008	GMC Top Kick Stake Truck
1	2016	Jeep Patriot
2	2015	Jeep Patriot Sport
10	2015	Nissan Altima
3	2016	Nissan Altima
6	2017	Nissan NV 200 Cargo Van
3	2016	Nissan Rogue
1	2017	Nissan Rogue
2	2015	Nissan Van
5	2015	Nissan Versa
2	2017	Nissan Versa

EXHIBIT B – QUALIFICATION QUESTIONNAIRE

All vendors must complete this questionnaire in order to be included in the evaluation of the proposals. The information supplied will enable the County to determine whether or not the vendor has adequate personnel and facilities to properly perform the work.

1. Facility Name and Physical Address: _____

2. Normal Operating Hours: Weekdays _____ am to _____ pm
a. Saturdays _____ am to _____ pm
b. Sundays & Holidays _____ am to _____ pm

3. Number of employees on your payroll: _____

4. Number of ASE Certified Employees: _____

5. Do any of your employees have any other special certifications or rating? If so, specify:

6. Do you have any special equipment that is available to service County Vehicles? If so, specify:

7. How many working bays does your facility have? _____

8. What is the overall size of your facility? _____

9. Do you have a locked, fenced and secured storage area? Yes / No

10. How far in advance must appointments be scheduled? _____

11. In case of emergency, will you accommodate the County with same day repair services when possible?
Yes / No

12. List the largest vehicles by weight that you can accommodate with your lifts?

13. Specify any special service provided to expedite the maintenance of repairs of police and emergency vehicles such as priority service, pickup and delivery, etc.

14. Shop Distance from 60 Central Avenue, Cortland, NY _____

Signed by: _____

Printed Name of Company authorized Signatory: _____

Date: _____ Contact Phone #: _____

Contact E-Mail: _____

EXHIBIT C – SCHEDULE OF FEES: FOR YEAR 1 AND YEAR 2 AND YEAR 3

The vendor agrees that the following schedule of fees shall be the maximum amount which they may charge for Vehicle Repair and Maintenance Services. Include any and all shop supply fees. **Except where noted otherwise below– All Parts will be purchased under County designated vendors, at County pricing, with parts bill being sent directly to County for payment. Work orders must detail vendor invoice number and part number to correlate to incoming vendor bills.** The bid price must include all disposal and environmental fees.

YEAR ONE/YEAR TWO/YEAR THREE

1. OIL CHANGE		\$ _____	/\$ _____	/\$ _____
	Must include:			
	<ul style="list-style-type: none"> • Change the vehicle’s oil with up to five (5) quarts of top quality motor oil* • Replace the oil filter with top quality filter* • Inspect the wiper blades and replace, if needed (do not include price of blades) • Lubricate all grease fittings (if needed) • Check & fill (if needed) brake fluid • Check & fill (if needed) transmission/transaxle fluid • Check & fill (if needed) differential and coolant fluid • Check & fill (if needed) power steering fluid • Check & fill (if needed) windshield wash fluid • Check & fill (if needed) battery water • Check & inflate the tires to proper pressure and condition • Check all exterior lights • Check and aim headlights (if necessary) • *Both must meet manufacturer recommendations. 			
2. REPLACEMENT OF PVC VALVE		\$ _____	/\$ _____	/\$ _____
3. REPLACEMENT OF FUEL FILTER		\$ _____	/\$ _____	/\$ _____
4. REPLACEMENT OF BRAKES/BRAKE PARTS				
	<ul style="list-style-type: none"> • Front Slotted Disc Brakes (full –all parts & labor) • Rear Disc Brakes (full – all parts & labor) • Rear Drum Brakes (full – all parts & labor) • Turn Brake Drums (per pair) • Turn/Cut Rotors (per pair) • Replace Rotors (per pair, full-all parts & labor) • Rebuild Wheel Cylinders (each) • Rebuild Master Cylinder (each) • Flush Brake Fluid 	\$ _____	/\$ _____	/\$ _____
5. REPLACEMENT OF AIR FILTER		\$ _____	/\$ _____	/\$ _____
6. RADIATOR FLUSH (INCLUDING FLUID)		\$ _____	/\$ _____	/\$ _____
7. AIR CONDITIONING SERVICE (INCLUDING ONE POUND OF FREON)		\$ _____	/\$ _____	/\$ _____
8. SERPENTINE BELT REPLACEMENT		\$ _____	/\$ _____	/\$ _____
9. TRANSMISSION (Drain/Replace Fluid/Clean Filter)		\$ _____	/\$ _____	/\$ _____

EXHIBIT C – SCHEDULE OF FEES CONTINUED

10. INTAKE MANIFOLD GASKET REPLACEMENT	\$ _____ / \$ _____ / \$ _____
11. TUNE UP Including Plugs (Specify price when bidding For each)	
• Four cylinder	\$ _____ / \$ _____ / \$ _____
• Six Cylinder	\$ _____ / \$ _____ / \$ _____
• Eight Cylinder	\$ _____ / \$ _____ / \$ _____
12. JUMP START VEHICLE	\$ _____ / \$ _____ / \$ _____
13. EMERGENCY TOWING TO SHOP	\$ _____ / \$ _____ / \$ _____
14. BATTERY (HD)	
• Replacement (must meet Mfg AMP Specs for vehicle)	\$ _____ / \$ _____ / \$ _____
• On board diagnostic inspection	\$ _____ / \$ _____ / \$ _____
15. ALTERNATOR REPLACED	\$ _____ / \$ _____ / \$ _____
16. ALIGNMENTS	
• Front Pair (2 Wheel)	\$ _____ / \$ _____ / \$ _____
• Rear Pair (2 Wheel)	\$ _____ / \$ _____ / \$ _____
• Front & Rear (4 Wheel)	\$ _____ / \$ _____ / \$ _____
17. SHOCKS	
• Front	\$ _____ / \$ _____ / \$ _____
• Rear	\$ _____ / \$ _____ / \$ _____
18. TIRES	
• Repair, Specify type of repair (interior patch or equivalent)	\$ _____ / \$ _____ / \$ _____
• Remove & Replace	\$ _____ / \$ _____ / \$ _____
• Balance	\$ _____ / \$ _____ / \$ _____
• Rotation (with brake inspection)	\$ _____ / \$ _____ / \$ _____
19. COMPUTER DIAGNOSTIC ASSESSMENT	\$ _____ / \$ _____ / \$ _____
20. LABOR RATE/HOUR FOR NON LISTED REPAIRS	\$ _____ / \$ _____ / \$ _____
21. EMERGENCY TOWING CHARGE PER MILE	\$ _____ / \$ _____ / \$ _____
22. PERCENTAGE DISCOUNT OFF LIST PRICE OF PARTS %	_____ / % _____ / % _____

In addition to the above listing, Cortland County is interested in the following services:

- On site storage of unused snow and/or summer tires \$ _____ / \$ _____ / \$ _____
- Indoor storage of vehicles that have to be left overnight when required \$ _____ / \$ _____ / \$ _____
- Price per each major mileage threshold as identified below:

SEVERE DUTY MAINTENANCE SCHEDULE

At 1,000 miles \$ _____ / \$ _____ / \$ _____

Action:

- _____ Replace Engine Oil
- _____ Replace Engine Oil Filter
- _____ Lube Chassis and All Grease Fittings
- _____ Inspect and Rotate Tires/All tires will be replaced at 5/32

EXHIBIT C – SCHEDULE OF FEES CONTINUED

- Check and refill all fluid levels
- NYS Inspection
- Other maintenance as needed with approval

At 5,000 miles \$ _____ / \$ _____ / \$ _____

- Action:
- Replace Engine Oil
 - Replace Engine Oil Filter
 - Lube Chassis and All Grease Fittings
 - Inspect and Rotate Tires
 - Inspect Steering Components
 - Inspect Braking System
 - Check and refill all fluid levels
 - Inspect battery and charging system
 - Other maintenance as needed with approval

At 10,000 miles \$ _____ / \$ _____ / \$ _____

- Action:
- Replace Engine Oil
 - Replace Engine Oil Filter
 - Lube Chassis and All Grease Fittings
 - Inspect and Rotate Tires
 - Inspect Steering Components
 - Inspect Braking System
 - Check and refill all fluid levels
 - Inspect battery and charging system
 - Other maintenance as needed with approval

At 15,000 miles \$ _____ / \$ _____ / \$ _____

- Action:
- Replace Engine Oil
 - Replace Engine Oil Filter
 - Lube Chassis and All Grease Fittings
 - Inspect and replace engine air filter (as needed)
 - Replace Cabin Air Filter (if equipped)
 - Replace fuel filter
 - Inspect and Rotate Tires
 - Inspect Steering Components
 - Inspect suspension components
 - Inspect driveshaft
 - Inspect Braking System - pads, rotors, lines, hoses
 - Inspect parking brake system
 - Inspect automatic transmission fluid

EXHIBIT C – SCHEDULE OF FEES CONTINUED

- Inspect engine cooling system hoses, clamps and fluid
- Check and refill all fluid levels
- Inspect battery and charging system
- Other maintenance as needed with approval

At 20,000 miles

\$ _____ / \$ _____ / \$ _____

Action:

- Replace Engine Oil
- Replace Engine Oil Filter
- Lube Chassis and All Grease Fittings
- Inspect and Rotate Tires
- Inspect Steering Components
- Inspect suspension components
- Inspect driveshaft
- Inspect Braking System - pads, rotors, lines, hoses
- Inspect parking brake system
- Inspect automatic transmission fluid
- Inspect engine cooling system hoses, clamps and fluid
- Check and refill all fluid levels
- Inspect battery and charging system
- Other maintenance as needed with approval

At 25,000 miles

\$ _____ / \$ _____ / \$ _____

Action:

- Replace Engine Oil
- Replace Engine Oil Filter
- Lube Chassis and All Grease Fittings
- Inspect and replace engine air filter (as needed)
- Replace cabin air filter (as needed)
- Inspect and Rotate Tires
- Inspect Steering Components
- Inspect suspension components
- Inspect driveshaft
- Inspect Braking System - pads, rotors, lines, hoses
- Inspect parking brake system
- Inspect automatic transmission fluid
- Inspect engine cooling system hoses, clamps and fluid
- Check and refill all fluid levels
- Inspect battery and charging system
- Other maintenance as needed with approval

At 30,000 miles

\$ _____ / \$ _____ / \$ _____

Action:

EXHIBIT C – SCHEDULE OF FEES CONTINUED

- Inspect exhaust system and heat shields
- Inspect serpentine belt
- Change automatic transmission fluid and filter
- Replace Engine Oil
- Replace Engine Oil Filter
- Lube Chassis and All Grease Fittings
- Inspect and replace engine air filter (as needed)
- Replace cabin air filter (as needed)
- Inspect and Rotate Tires
- Replace fuel filter
- Inspect Steering Components
- Inspect suspension components
- Inspect driveshaft
- Inspect Braking System - pads, rotors, lines, hoses
- Inspect parking brake system
- Inspect engine cooling system hoses, clamps and fluid
- Check and refill all fluid levels
- Inspect battery and charging system
- Other maintenance as needed with approval

At 45,000 miles

\$ _____ / \$ _____ / \$ _____

Action:

- Replace Engine Oil
- Replace Engine Oil Filter
- Lube Chassis and All Grease Fittings
- Inspect and replace engine air filter (as needed)
- Replace cabin air filter (as needed)
- Inspect and Rotate Tires
- Replace fuel filter
- Inspect Steering Components
- Inspect suspension components
- Inspect driveshaft
- Inspect Braking System - pads, rotors, lines, hoses
- Inspect parking brake system
- Inspect automatic transmission fluid
- Inspect engine cooling system hoses, clamps and fluid
- Check and refill all fluid levels
- Inspect battery and charging system
- Other maintenance as needed with approval

At 60,000 miles

\$ _____ / \$ _____ / \$ _____

Action:

- Replace spark plugs

EXHIBIT C – SCHEDULE OF FEES CONTINUED

- Inspect exhaust system and heat shields
- Replace Engine Oil
- Replace Engine Oil Filter
- Lube Chassis and All Grease Fittings
- Inspect and replace engine air filter (as needed)
- Replace cabin air filter (as needed)
- Inspect and Rotate Tires
- Replace fuel filter
- Inspect Steering Components
- Inspect suspension components
- Inspect driveshaft
- Inspect Braking System - pads, rotors, lines, hoses
- Inspect parking brake system
- Inspect automatic transmission fluid
- Inspect engine cooling system hoses, clamps and fluid
- Check and refill all fluid levels
- Inspect battery and charging system
- Other maintenance as needed with approval

At 75,000 miles

\$ _____ / \$ _____ / \$ _____

Action:

- Replace Engine Oil
- Replace Engine Oil Filter
- Lube Chassis and All Grease Fittings
- Inspect and replace engine air filter (as needed)
- Replace cabin air filter (as needed)
- Inspect and Rotate Tires
- Replace fuel filter
- Inspect Steering Components
- Inspect suspension components
- Inspect driveshaft
- Inspect Braking System - pads, rotors, lines, hoses
- Inspect parking brake system
- Inspect automatic transmission fluid
- Inspect engine cooling system hoses, clamps and fluid
- Check and refill all fluid levels
- Inspect battery and charging system
- Other maintenance as needed with approval

At 95,000 miles

\$ _____ / \$ _____ / \$ _____

Action:

- Inspect exhaust system and heat shields
- Replace Engine Oil

EXHIBIT C – SCHEDULE OF FEES CONTINUED

- Replace Engine Oil Filter
- Lube Chassis and All Grease Fittings
- Inspect and replace engine air filter (as needed)
- Replace cabin air filter (as needed)
- Inspect and Rotate Tires
- Replace fuel filter
- Inspect Steering Components
- Inspect suspension components
- Inspect driveshaft
- Inspect Braking System - pads, rotors, lines, hoses
- Inspect parking brake system
- Inspect automatic transmission fluid
- Inspect engine cooling system hoses, clamps and fluid
- Check and refill all fluid levels
- Inspect battery and charging system
- Other maintenance as needed with approval

At 100,000 miles \$ _____ / \$ _____ / \$ _____

Action:

- Replace PCV valve
- Replace Rear Axle Lube
- Inspect exhaust system and heat shields
- Replace Engine Oil
- Replace Engine Oil Filter
- Lube Chassis and All Grease Fittings
- Inspect and replace engine air filter (as needed)
- Replace cabin air filter (as needed)
- Inspect and Rotate Tires
- Inspect Steering Components
- Inspect suspension components
- Inspect driveshaft
- Inspect Braking System - pads, rotors, lines, hoses
- Inspect parking brake system
- Inspect automatic transmission fluid
- Inspect engine cooling system hoses, clamps and fluid
- Check and refill all fluid levels
- Inspect battery and charging system
- Other maintenance as needed with approval

At 105,000 miles \$ _____ / \$ _____ / \$ _____

Action:

- Inspect serpentine belt
- Replace Engine Oil

Checklist of documents to be returned by selected vendor:

- Copy of signed contract
- Exhibit A: Acknowledgement and Agreement to Comply with Standard Clauses for New York State Contracts
- Exhibit B: Drug Free Workplace
- Exhibit C: Non-Collusive Bidding Certification Required by Section 139-D of the State Finance Law
- Exhibit D: Conflict of Interest Disclosure
- Exhibit E: Privacy and Security HIPAA Compliance (*if applicable*)
- Proof of Insurance (Liability, Disability, Workers' Compensation, Vehicle, etc.)
- Copy of NYS Certificate of Authority to do Business in New York State
- Proof that signatory is at least a 50% owner and has the authority to act on behalf of the business
- Copy of active NYS MWBE Certification (*if applicable*)
- Current W9

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the **COUNTY OF CORTLAND**, New York, (the “COUNTY”), a municipal corporation organized and existing under the laws of the State of New York with offices at 60 Central Avenue, Cortland, New York 13045, and _____, (the “CONTRACTOR”), with offices located at _____.

WITNESSETH, that the COUNTY and the CONTRACTOR, for the consideration hereafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFORE

The CONTRACTOR shall furnish

(Describe the work to be done; if a proposal for the work exists, attach same as an exhibit and cite said exhibit herein.)

ARTICLE 2. TERM

The CONTRACTOR agrees to perform the services and/or supply goods beginning _____, 20____ and ending _____, 20____.

ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the Contract has been fully performed and the COUNTY agrees that the Contract has been fully performed, the CONTRACTOR shall file with the COUNTY an itemized voucher and the COUNTY shall pay the CONTRACTOR \$ _____ within its normal payment period.

ARTICLE 4. CONTRACTOR’S INSURANCE

A.1 The CONTRACTOR shall not commence work under this Contract until he/she/it has obtained all insurance required under this paragraph and the COUNTY has approved such insurance. The COUNTY requires the following insurance coverage and amounts:

- (i) Comprehensive General Liability, including personal injury coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and property damage coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- (ii) Automobile coverage with a combined single limit of \$1,000,000.00.
- (iii) Statutory Workers’ Compensation, Disability Coverage, and Unemployment Insurance.
- (iv) Professional Liability Insurance in the amount of \$1,000,000.00 where applicable.

(v) Specialty Insurance as noted below:

(a) Not Applicable if checked

(b) Type: _____ Coverage Limit _____

A.2 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 and who have been fully informed as to the nature of the services to be performed. Except for Worker's 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. The provision of insurance by the CONTRACTOR shall not in any way limit the CONTRACTOR'S liability under this agreement.

B. The CONTRACTOR shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwriter, evidencing such insurance policies to be in full force and effect, naming the COUNTY which shall assume to include its officers, employees, agents and representatives as additional insured. The certificates of insurance shall name specifically "Cortland County, 60 Central Avenue, Cortland, New York 13045" as an additional insured. In addition, the CONTRACTOR must provide an endorsement to the policy showing that the COUNTY is actually insured together with a copy of the policy declarations page.

C.1 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 contracting department and the office of the County Attorney and to the office of the Chair of the Legislature, 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.

C.2 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 "claim made" basis, and all such "claims made" policies shall provide that:

- (i) 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);
- (ii) The CONTRACTOR will maintain similar insurance for at least 6 years following final acceptance of the services;
- (iii) 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;
- (iv) Immediate notice shall be given to the COUNTY through the contracting department and the office of the County Attorney and to the office of the Chair of the Legislature of circumstances or incidents that might give rise to future claims with respect to the services performed under this agreement;
- (v) Notice of termination of any such policies must be provided to the COUNTY at least ten (10) days in advance of such Notice of termination. CONTRACTOR shall, on or before this 10-day period, provide the COUNTY with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this agreement; and
- (vi) The CONTRACTOR shall obtain replacement insurance within ten (10) days in the absence of which CONTRACTOR shall be in breach of this Agreement.

D. All insurance coverage required to be purchased and maintained by the CONTRACTOR under this agreement shall be primary for the defense and indemnification on any action or claim asserted against the COUNTY and/or the CONTRACTOR for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

E. Any accident shall be reported to the COUNTY as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the COUNTY as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 5. REPRESENTATIONS OF CONTRACTOR

The CONTRACTOR represents and warrants:

- (i) That he/she/it is financially solvent, that he/she/it is licensed to the extent required by law, and that he/she/it is experienced in and competent to perform the services as described in Article 1 above,
- (ii) That he/she/it has not been convicted of a crime under the laws of the United States or of any state,
- (iii) That he/she/it has not been disqualified from performing any contract funded by the United States or the State of New York and that there is no proceeding pending or threatened against the Contractor by either government,

- (iv) That no officer or employee of the County has an interest in this agreement, which would disqualify the CONTRACTOR from performing this agreement and receiving payment therefor,
- (v) That he/she/it's facilities, if used in the performance of this agreement, are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations,
- (vi) That he/she/it is familiar with all Federal, State, municipal and departmental laws, ordinances and regulation which may in any way affect the work or those employed therein.
- (vii) That he/she/it shall comply with all standard New York State contract requirements as set forth in Exhibits A-D and Appendix A; attached and annexed hereto.

ARTICLE 6. PERMITS AND REGULATIONS

The CONTRACTOR shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 7. APPROPRIATIONS

If this agreement is funded by a grant or contract between the COUNTY and the State or Federal government or is otherwise subject to legislative appropriation, the COUNTY shall not be liable beyond the funds authorized by such legislation or provided by the COUNTY, State or Federal governments.

In the event that such funding shall be terminated or reduced, this agreement shall end on the effective date of notice of termination.

The COUNTY shall remain liable for all charges and expenses incurred prior to the date of termination.

If funding is reduced below the level authorized by the COUNTY and the parties do not desire to terminate this agreement, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the COUNTY to the CONTRACTOR.

ARTICLE 8. COUNTY'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- A. The COUNTY shall have the right to stop work or terminate the Contract if:
 - (i) The CONTRACTOR is adjudged bankrupt or makes an assignment for the benefit of creditors; or

- (ii) A receiver or liquidator is appointed for the CONTRACTOR or for any of his/her/it's property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within said twenty (20) days; or
- (iii) The CONTRACTOR refuses or fails to prosecute the work or any part thereof with due diligence; or
- (iv) The CONTRACTOR fails to make prompt payment to persons supplying labor for the work; or
- (v) The CONTRACTOR fails or refuses to comply with all applicable laws, regulations or ordinances applicable to the performance of this agreement; or
- (vi) The determination that any representation or certification made under this agreement is untrue; or
- (vii) The CONTRACTOR violates any provision of the Contract;
- (viii) In any event, the COUNTY, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the CONTRACTOR, terminate this contract pursuant to the grounds stated herein. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the CONTRACTOR hereunder exceeds the expense of completing the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR shall be liable to the COUNTY for such excess.
- (ix) COUNTY may terminate this contract upon thirty (30) days written notice to the CONTRACTOR if deemed in the best interest of the COUNTY.
- (x) COUNTY may terminate if the contract is not funded.

B. Upon termination of this agreement, the CONTRACTOR shall comply with all County close-out procedures, including but not limited to:

- (i) Accounting for and refunding to the COUNTY within 30 days, any unexpended funds which have been paid to the CONTRACTOR pursuant to this agreement;
- (ii) Not incur any further obligations pursuant to this agreement after the termination date;
- (iii) 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
- (iv) Furnishing within 30 days an inventory to the COUNTY of all equipment, appurtenances and property purchased by the CONTRACTOR through or provided under this agreement, and carrying out any COUNTY directive concerning the disposition thereof.

C. If the COUNTY terminates this agreement for cause, the COUNTY may procure, upon such terms and in such manner as it deems appropriate, services similar to those so terminated, and any services so procured by the COUNTY to

complete the services herein will be charged to the CONTRACTOR and/or set off against any sums due the CONTRACTOR.

- D. If the CONTRACTOR defaults, the COUNTY may at its option:
- (i) Terminate this agreement; and/or
 - (ii) Recover counsel fees and all costs incurred to enforce this agreement; and/or
 - (iii) Obtain replacement goods or services and hold the CONTRACTOR responsible for the replacement costs or expenses; and/or
 - (iv) Pursue such other remedies as may be available under law or this agreement.

These remedies are cumulative.

E. Notwithstanding any other provisions of this agreement, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the CONTRACTOR'S breach of the agreement or failure to perform in accordance with applicable professional standards, and the COUNTY may withhold payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR is determined. The rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this agreement.

ARTICLE 9. INDEMNIFICATION / HOLD HARMLESS

The CONTRACTOR shall indemnify, defend and hold the COUNTY, its Departments, and its officers, employees, contractors, representatives and agents harmless from and against any and all claims, fines, demands, losses, damages and expenses, including attorney's fees, relating to or arising out of any negligent or intentional acts and/or omissions of the CONTRACTOR or any of its directors, officers, employees, contractors, representatives, or agents.

ARTICLE 10. MONITORING OF PERFORMANCE

The COUNTY shall have the right during the term of this agreement and for the period limited by the applicable statute of limitations to ensure that the services to be provided by the Contractor have been provided as agreed. The CONTRACTOR hereby consents to the examination of the CONTRACTOR'S records and agrees to provide to or permit the COUNTY to obtain copies of any documents relating to the performance of this agreement. The CONTRACTOR shall maintain all records required by this paragraph for seven (7) years after the date this agreement is terminated or ends; whichever last occurs.

ARTICLE 11. INDEPENDENT CONTRACTOR

The CONTRACTOR, including all its officers, employees and agents agrees that their relationship to the COUNTY and any of its Departments or units, is that of an independent contractor, and said CONTRACTOR covenants and agrees that they will not conduct themselves as, nor hold themselves out as, nor claim to be an officer or employee of the COUNTY by reason hereof and that they will not claim, demand or make an application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage, medical and/or dental benefits, or retirement membership or credit. As an independent contractor, the CONTRACTOR shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for the CONTRACTOR'S personnel engaged in the performance of the services. However, if any personnel of the CONTRACTOR act in a manner that is detrimental to the COUNTY, the COUNTY may require the CONTRACTOR to remove or replace such personnel with respect to the performance of services under this agreement.

ARTICLE 12. ASSIGNMENT

Neither party may assign or sub-contract this contract or any portion thereof, without prior written consent of the other party hereto.

ARTICLE 13. REQUIRED PROVISIONS OF LAW

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended to make such insertion.

ARTICLE 14. VENUES AND DISPUTES

The exclusive means of disposing of any dispute arising under this Agreement shall be decided in a New York State Court of competent jurisdiction located within Cortland County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the CONTRACTOR shall proceed diligently with performing the terms of this Agreement. The CONTRACTOR waives any dispute or claim not made in writing and received by the COUNTY within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

ARTICLE 15. REMEDIES

The remedies specified herein shall be cumulative and in addition to any other remedies available of law or in equity. Waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other or future breach of the same provision or any other provision of the Agreement.

ARTICLE 16. NOTICES

All notices of any nature referred to in this agreement shall be in writing and sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties may designate in writing.

To the CONTRACTOR: Business Name:
 Physical Address:
 Mailing Address:
 Contact Person:
 Telephone #:
 E-Mail Address:

To the COUNTY: Chair of the Legislature **(and)**

 County of Cortland
 60 Central Avenue
 Cortland, New York 13045

(Department originating contract)

_____ (contact person)
_____ (address)

ARTICLE 17. SEVERABILITY

In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this agreement, which shall continue in full force and effect.

ARTICLE 18. WAIVER

No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 19. MODIFICATION

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

ARTICLE 20. EXECUTORY CLAUSE

The COUNTY shall have no liability under this Agreement to the CONTRACTOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 21. RECORDS RETENTION AND AUDIT

A. The COUNTY, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. Additionally, the CONTRACTOR shall:

- (i) 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;
- (ii) Maintain its books and records in accordance with generally accepted accounting principles or such other method of account, which is approved in writing by the COUNTY prior to the date of this agreement;
- (iii) Maintain the revenues and expenditures in connection with this agreement so they are separately identifiable;
- (iv) Fully document each expenditure or claim for payment. Expenditure or claims for payment which are not fully documented may be disallowed;
- (v) Agree to provide to or permit the COUNTY to examine or obtain copies of any documents relating to the payment of money to the CONTRACTOR or expenditures made by the CONTRACTOR for which reimbursement is made to the CONTRACTOR by the COUNTY;

(vi) Maintain all records required by this paragraph for seven (7) years after the date this agreement is terminated or ends.

B. If the CONTRACTOR has expended, in any fiscal year, \$300,000.00 or more in funds provided by the 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.

C. In addition to the foregoing, if this agreement is financed by Medicare reimbursements, then until the expiration of four (4) years after the furnishing of the services provided under this agreement, the CONTRACTOR will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If the CONTRACTOR carries out the duties of the agreement through a subcontractor worth \$10,000.00 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.

ARTICLE 22. APPLICABLE LAW

This Agreement is governed by the laws of the State of New York. All disputes relating to this agreement shall be heard in a court of competent jurisdiction having venue in Cortland County.

**ARTICLE 23. PRIVACY AND SECURITY (HIPAA)
(APPLICABLE TO ALL CONTRACTS FOR GOODS AND SERVICES WHICH RELATE TO
MEDICAL RECORD-KEEPING)**

The purpose of this clause is to set forth the requirements for privacy and security of protected health information ("PHI") mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY. Terms and conditions required relative to this agreement are incorporated and attached to this agreement as "Exhibit E".

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate (2 copies) each of which shall be deemed an original on the date written.

COUNTY OF CORTLAND

DATE: _____

BY: _____

Donnell Boyden, Chair
Cortland County Legislature

Acknowledgement

STATE OF NEW YORK)
COUNTY OF CORTLAND) ss.:

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared **Donnell Boyden**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

CONTRACTOR

(name of company)

DATE: _____

BY: _____

(NAME OF SIGNATORY)

(CORP. OFFICER/POSITION)

Acknowledgement

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A – ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS (APPENDIX A)

I hereby acknowledge that I have read, understand and agree to comply with the terms as outlined in Appendix A – Standard Clauses for New York State Contracts. Failure to comply may result in immediate termination of this agreement with potential legal recourse by the County.

Signed: _____

Date: _____

Title: _____

EXHIBIT B – DRUG FREE WORKPLACE

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the Bids will be followed if none of the tied vendors have a drug free workplace process. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business’ policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify that employees, that, as a condition of working of the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law in the United States or any state or Cortland County, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements.

Print Name: _____ Date: _____

Signature: _____ Title: _____

**EXHIBIT C - NON COLLUSIVE BIDDING CERTIFICATE REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW**

Section 139D, Statement of Non-Collusion in bids to the State:

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

- 1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any other competitor;
- 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 completion.

A Bid shall not be considered for award nor shall any award be made where 1, 2, 3 above have not been complied with; provided however, that if in any case, the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore:

(Affix addendum to this page if space is required for statement.)

Subscribed to me under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20____ as the act and deed of said corporation of partnership or sole proprietor.

If Bidders are a Partnership, complete the Following:

Names of Partners or Principals	Legal Residence
_____	_____
_____	_____
_____	_____
_____	_____

If Bidders are a corporation, complete the following:

Name	Legal Residence
_____	_____
President	_____
_____	_____
Vice President	_____
_____	_____
Secretary	_____
_____	_____

Treasurer

Identifying Data:

Potential Contractor: _____

Address: _____

Telephone #: _____ Title: _____

E-Mail Address: _____

If applicable, Responsible Corporate Officer

Name: _____ Title: _____

Signature: _____

Joint or combined bids by companies or firms must be certified by each participant.

_____	_____
Legal name of person or firm	Legal name of person or firm
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Address	Address
_____	_____

EXHIBIT D - CONFLICT OF INTEREST DISCLOSURE

Conflict of Interest Disclosure Form

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the nominator(s)' other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict of Interest Form should indicate whether the nominator(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the contract. The nominator(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with a conflict of interest should refrain from bidding and/or contracting.

Date: _____

Name: _____

Position: _____

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

_____ I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own):

- 1. _____
- 2. _____
- 3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Company: _____

Date: _____

EXHIBIT E

PRIVACY AND SECURITY (HIPAA)

The purpose of this clause is to set forth the requirements for privacy and security of protected health information (“PHI”) mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY.

- (A) CONTRACTOR understands the importance of the privacy of a patient’s PHI, and agrees to protect that right to the extent necessary under this Agreement and under current federal, state, and local regulations and laws. All PHI will be handled in a private and/or confidential manner. For purposes of this Agreement, PHI is any data or other information as defined by the Department of Health and Human Services in the Code of Federal Regulations, 45 CFR §164.501.
- (B) Further, CONTRACTOR understands that County’s patients are intended third-party beneficiaries of this Agreement, and have all the rights and privileges of any third-party beneficiary under current law.
- (C) Uses and disclosures of PHI that are permitted are those necessary in order for CONTRACTOR to:
 - 1. Properly manage and administer its functions.
 - 2. Meet its legal responsibilities.
 - 3. Provide data aggregation services relating to the health care operations of the COUNTY.
 - 4. Make those disclosures required by law such as in situations of abuse, neglect, or domestic violence. The uses and disclosures permitted are limited to the PHI necessary to meet the requirements of the law that compels the use or disclosure.
 - 5. Make disclosures in response to a judicial or administrative proceeding through a lawful process such as a subpoena or discovery request.
- (D) The uses and disclosures of PHI that are required are those disclosures necessary:
 - 1. For patients to review their PHI.
 - 2. To provide an accounting of disclosures in accordance with 45 CFR §164.528.
 - 3. To allow the Secretary of Health and Human Services to determine County’s compliance with 45 CFR §164.504.
- (E) CONTRACTOR shall make the following assurances to COUNTY:
 - 1. CONTRACTOR agrees that it shall not use or disclose any patient’s PHI for any purpose not expressly stated in this Agreement. Further, CONTRACTOR shall not use or disclose PHI in any manner or context prohibited by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and subsequent federal, state, and local regulations. If CONTRACTOR does use or disclose PHI for a purpose not expressly stated in this Agreement, it shall immediately cease the unauthorized use or disclosure, and

shall notify COUNTY in writing of such use or disclosure. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect known to it of a use or disclosure of PHI not allowed under this Agreement.

2. CONTRACTOR further agrees that any sub-contractors or other persons or entities not directly employed by CONTRACTOR who use or disclose PHI obtained from COUNTY, shall abide by terms of this clause of this Agreement. Any sub-contractor or other person or entity not directly employed by CONTRACTOR that has used or disclosed PHI without proper authorization (as defined in HIPAA and subsequent federal, state, and local regulations) shall be considered to have acted as an agent of CONTRACTOR, and have violated the terms of this Agreement. COUNTY may consider this use or disclosure a material breach of this Agreement.
3. By signing this Agreement, CONTRACTOR is assuring COUNTY it has met the minimum safeguards necessary to protect unauthorized use or disclosure of PHI to any person or entity not party to this Agreement. Such safeguards shall include the security safeguards outlined by the 1996 Health Insurance Portability and Accountability Act and subsequent federal regulation, including: physical access to PHI, technical access to PHI, and administrative policies and procedures addressing security of PHI.
4. Provider shall report to COUNTY any instance or circumstance in which PHI has been used or disclosed by an unauthorized person or entity, including accidental disclosure by CONTRACTOR. CONTRACTOR shall notify COUNTY in writing of any steps or procedural changes made to address the unauthorized use or disclosure.
5. Should COUNTY find PHI used or disclosed to CONTRACTOR to be inaccurate or incomplete, CONTRACTOR shall incorporate any amendments or corrections to the PHI at COUNTY's request.
6. CONTRACTOR will make PHI available to the individual who is the subject of the PHI for amendment. Such requests by the individual for their PHI from CONTRACTOR will be made through County. CONTRACTOR will incorporate any amendments to PHI that have been made by COUNTY by virtue of the individual's request for amendment.
7. CONTRACTOR will provide a timely accounting to the individual or to COUNTY, if requested by either, of the disclosures of an individual's PHI.
8. Should CONTRACTOR make any material alterations to the PHI while the PHI is in its possession, CONTRACTOR shall notify COUNTY of such alterations so that COUNTY may inform the patient who is the subject of the PHI.
9. At the termination of this Agreement, CONTRACTOR shall return or destroy to the satisfaction of COUNTY any PHI held or maintained by CONTRACTOR and retain no copies of such information. If

COUNTY and CONTRACTOR mutually agree that returning or destroying the PHI is not feasible or permitted under law, the PHI will remain protected after this agreement ends for as long as CONTRACTOR maintains the information. Further uses or disclosures of the PHI will be limited to those purposes that make the return or destruction infeasible.

- (F) If COUNTY determines CONTRACTOR has violated any of the above assurances, covenants or terms, the CONTRACTOR has committed a material breach of this Agreement. COUNTY may then provide CONTRACTOR with an opportunity to cure the breach or may terminate this Agreement and may report the violations to the Department of Health and Human Services (“HHS”) or other federal or state entity for possible prosecution or sanctions.
- (G) Both parties to this agreement agree that they will protect the integrity and confidentiality of any PHI being shared electronically.
- (H) CONTRACTOR hereby gives COUNTY and the Department of Health and Human Services (or an agent acting on behalf of HHS) the express right to inspect any and all internal practices, books, and records relating to the use or disclosure of PHI by CONTRACTOR. If HHS suspects an unauthorized use or disclosure of PHI by CONTRACTOR, HHS is authorized to pursue an investigation into CONTRACTOR’s activities for the purposes of determining whether an unauthorized use or disclosure of PHI has taken place.
- (I) CONTRACTOR may have policies and procedures relating to privacy and security in place prior to the commencement of this Agreement. If, after reasonable investigation, COUNTY concludes CONTRACTOR’s policies and procedures to be “adequate” protection of a patient’s privacy rights relating to PHI, CONTRACTOR may elect to continue to use its own policies and procedures. The term “adequate” in this clause means CONTRACTOR’s policies and procedures meet the minimum privacy and security standards as set forth in COUNTY’s privacy and security policies and procedures.
- (J) COUNTY, through the appropriate Department will:
1. provide CONTRACTOR with its Privacy Notice;
 2. provide CONTRACTOR with any changes in, or revocation of, permission by a patient to use or disclose PHI, if such changes affect CONTRACTOR’s permitted or required uses or disclosures; and
 3. notify CONTRACTOR of any restriction to the use or disclosure of PHI to which the COUNTY has agreed.
- (K) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information (ePHI) that it creates, receives, maintains, or transmits on behalf of Cortland County.

- (L) Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriate safeguards to protect this information.
- (M) Report to Security Officer of Cortland County any security incidents of which it becomes aware. (A security incident is defined as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

TABLE OF CONTENTS

1. **Executory Clause**
2. **Non-Assignment Clause**
3. **Comptroller's Approval**
4. **Workers' Compensation Benefits**
5. **Non-Discrimination Requirements**
6. **Wage and Hours Provisions**
7. **Non-Collusive Bidding Certification**
8. **International Boycott Prohibition**
9. **Set-Off Rights**
10. **Records**
11. **Identifying Information and Privacy Notification**
12. **Equal Employment Opportunities For Minorities and Women**
13. **Conflicting Terms**
14. **Governing Law**
15. **Late Payment**
16. **No Arbitration**
17. **Service of Process**
18. **Prohibition on Purchase of Tropical Hardwoods**
19. **MacBride Fair Employment Principles**
20. **Omnibus Procurement Act of 1992**
21. **Reciprocity and Sanctions Provisions**
22. **Compliance with New York State Information Security Breach and Notification Act**
23. **Compliance with Consultant Disclosure Law**
24. **Procurement Lobbying**
25. **Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors**
26. **Iran Divestment Act**

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic

violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is

maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts 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. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) 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; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State 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.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply

with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as

described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>. Contractor further certifies that it will not utilize on

this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.