

CORTLAND COUNTY HIGHWAY DEPARTMENT

SPECIFICATIONS AND BID FORMS

PAINTING TRAFFIC LINES ON CORTLAND COUNTY HIGHWAYS

GENERAL

INTENT

It is the intent of these specifications to describe the project of painting traffic lines on Cortland County Highways. The successful bidder, hereinafter referred to as the Contractor, shall use such equipment, personnel, materials and methods as will insure good workmanship and satisfactory results, combined with the utmost possible effort to provide for the safety and convenience of the traveling public during the time of application.

County of Cortland shall provide for any layout of painting necessary for this project.

Cortland County reserves the right to waive any informality or to reject any or all bids and to make awards in the best interest of Cortland County.

If specifications are offered which differ from these specifications, such difference shall be explained in writing by the bidder and shall be submitted by the bidder to the Superintendent of Highways at the time and place of bid opening.

The bid prices shall be submitted exclusive of Federal and State Taxes and must not include any tax for which the bidder may claim exemption because of doing business with the County. An exemption from same will be provided by our purchase order.

The Cortland County Legislature may award the contract to the lowest responsible qualified bidder whose proposal shall comply with all the provisions required to render it formal.

A statement of non-collusion AND an affidavit or certificate of evidence issued by the Secretary of State (NY State) the Contractor is authorized to do business within the State of New York must accompany this bid.

BID DEPOSIT

No bid will be accepted unless accompanied by a bid bond, or a certified check.

If a certified check is submitted, said certified check shall be for five percent (5%) of the total amount bid, duly certified by an incorporated bank or trust company. The amount thereof shall be and become the property of the County as liquidated damages, if the bidder whose bid is accepted shall fail to enter into a contract with the County or give the security for the performance of the contract as required upon notice to him as in said specification prescribed. Certified checks shall be made out to the Cortland County Treasurer. If a bid bond is submitted, said bid bond shall be for ten percent (10%) of the total amount bid. The said bid bond shall also become the property of the County as liquidated damages, if

the successful bidder shall fail to enter into a contract with the County or fail to give security for the performance of the contract.

PERFORMANCE BOND

A performance bond in the amount of one-hundred percent (100%) of the total amount bid for the application, materials and services that are awarded shall be furnished within fourteen (14) calendar days after the acceptance of the successful bidder's proposal by the County.

FAILURE TO FURNISH A PERFORMANCE BOND

In the event the bidder fails to furnish the performance bond in the said period of fourteen (14) calendar days after acceptance of the bidder's proposal by the County, then the bid deposit of the bidder shall be retained by the County as liquidated damages and not as a penalty.

IT NOW BEING AGREED by virtue of submitting a bid for the work contemplated under this specification, that the said sum is a fair estimate of the amount of damages that said County would sustain due to the failure of the bidder to furnish said bond.

OBLIGATION OF BIDDER

Every contractor intending to bid is expected before submitting their bid to make itself fully familiar with the work to be done. A contractor will be barred from pleading misunderstanding or deception because of estimates of quantities, character, scope of work, location or other conditions surrounding the same. Permission will not be given to withdraw, modify or explain any proposal or bid after the bid opening.

On acceptance of this proposal for said work, the successful bidder does hereby bind himself to enter into written contract within ten (10) days of notice to do so by the Cortland County Superintendent of Highways.

This contract to the successful bidder is not transferable. All work shall be done by original bidder.

QUALIFICATIONS OF BIDDER

No bid will be considered for award unless the firm submitting the bid can meet the following conditions:

1. Each bidder shall submit with his bid, a reference list of work, which he has performed within the past five (5) years indicating the capability to properly execute work of the kind and class as required by these specifications. Each contractor must submit a list of previously successful waterborne applications equaling at least 5,000,000 lineal feet.
2. Each bidder shall submit evidence that employees operating the pavement marking machine have had at least five years of experience operating the equipment called for by these specifications, so that an acceptable and workmanlike job will result.
3. Each bidder shall submit evidence that he has a field complaint procedure program in effect, as well

as documented on-site chemical spill worker guidelines and a contingency plan. Copies of these programs must be included with the bid.

4. Each bidder must submit with his bid, in writing, a certificate of evidence issued by the Secretary of State that he is authorized to do work within the State of New York.

The Superintendent of Highways reserves the right to make any investigations or inquiries necessary to determine the competence and ability of the bidder to properly perform the work. If after an investigation the Superintendent of Highways is not satisfied the bidder is properly qualified to meet all requirements contained herein and to perform all work in a satisfactory manner, he may determine that the bidder be rejected as unsatisfactory.

PRE-APPLICATION CONFERENCE

A pre-application conference shall be held at the office of the Cortland County Superintendent of Highways at least ten (10) days prior to starting work. The successful bidder shall be present at the conference, shall present a proposed schedule of work, source of materials, and be prepared to discuss the contract requirements and specifications.

DAMAGES & PENALTIES

Should any of the requirements included in these specifications not be met by the contractor (as determined by the County Superintendent of Highways or his representative), the contractor may be fined at a rate of \$200 per day for every calendar day the non-compliance exists, starting with the day of notification by the County of same. The sum total of which, shall be deducted from the contractor's payment.

PREVAILING WAGES AND SUPPLEMENTS

The Contractor shall conform to Section 220 of the New York State Prevailing Wage Rates for Cortland County as provided by the New York State Department of Labor, as contained in this proposal. The Prevailing Wage Rate document to be used is available for viewing at the following web link: <http://www.cortland-co.org/Highway/index.htm>, under link entitled "Material and Service Bids".

The Contractor shall maintain appropriate payroll records on each employee and file a certified payroll weekly. Each payroll record must be affirmed as true under the penalties of perjury, which means a notarized signature to that effect. The contractor shall submit certified payrolls with the AIA payment submittal and the payrolls must cover the period that AIA is requesting payment for. The payrolls are to remain attached to the AIA. If during the period of the contract the Contractor is cited by the NYS Department of Labor for a willful violation of the laws and regulations applicable to the bidding process, pricing policies, or in any way applicable to the services or supplies rendered pursuant to this contract, the County shall have the option to deem the Contractor irresponsible and in breach of contract. The County may then award the work to a different contractor.

CONTRACT AND INSURANCE

If awarded the contract and prior to beginning any work, the Contractor shall be required to execute the County of Cortland's Standard Contract Agreement and provide the County of Cortland proof of

insurance coverage as listed in the Standard Contract Agreement. Notice is hereby given that Cortland County requires said insurance coverage by way of a Certificate of Insurance naming the County of Cortland as an additional insured party. A Sample of the County's Standard Contract Agreement Form is available at the following web link: <http://www.cortland-co.org/Highway/index.htm>, under link entitled "Material and Service Bids".

CONTRACT TERM AND EXTENSION OF BID PRICES:

The prices quoted here in shall remain in effect from May 1, 2016 through April 30, 2017 and thereafter until 30 days after receipt of written notice of a vendor's intent to cancel or until public notice is published by the County of Cortland for the receipt of new bids for items mentioned herein. The County reserves the right to extend this contract, upon mutual agreement with the Contractor, for three (3) additional one-year periods.

SPECIFICATIONS – PAINTING TRAFFIC LINES ON CORTLAND COUNTY HIGHWAYS

SCOPE OF WORK

For the purposes of this Bid Proposal, it is anticipated that **190** centerline miles and **188** edgeline miles of traffic lines shall be painted on County Roads in accordance with this specification. Payment, however, will be based only on actual miles painted. ACTUAL MILEAGE IS DEPENDENT UPON THE AMOUNT OF LOCAL AND STATE AID FUNDING FOR COUNTY HIGHWAY BUDGET ALLOCATED FOR PAINTING TRAFFIC LINES FOR YEAR 2016.

In addition, **25** centerline miles and **22** edgeline miles on Town and Village roads may be added to the above County Road totals. Actual mileage is dependent upon the amount of County line painting participation that is desired by Towns and Villages within Cortland County.

EQUIPMENT

Bidder shall submit with his bid a descriptive list of all pavement marking equipment available for use with this contract.

The County Superintendent of Highways reserves the right to inspect the bidder's equipment prior to making any award.

PERSONNEL

ALL PAINTING MACHINES SHALL BE OPERATED BY AT LEAST TWO PERSONS

One man shall steer the machine and perform no other function while actually applying the traffic lines.

The paint unit shall be a truck-mounted vehicle equipped with a minimum of two guns and capable of applying dashed centerline and "no-passing" barrier lines simultaneously. This is necessary for keeping adjacent lines in correct alignment.

The paint unit shall be equipped with a warning sign to warn oncoming traffic by means of a sequential

flashing arrow capable of flashing left to right, right to left, or pass either side.

The paint unit shall be equipped with a stainless steel heat exchanger and heated and jacketed paint lines from the heat exchanger to the guns. The paint unit shall be capable of maintaining a minimum temperature of 130 degrees to 170 degrees Fahrenheit at the paint guns for a proper paint application.

The paint unit shall be equipped with a pressurized bead system capable of applying glass beads with a gun type dispenser to ensure correct bead penetration and distribution on the painted line.

The paint unit shall be equipped with stainless steel Flow Meters that will accurately measure, to the nearest gallon, the amount of paint applied. This is necessary in order to maintain correct application rates.

The paint unit shall be equipped with electrical foot counters to tabulate the actual number of lineal feet of painted line applied by each paint gun, whether solid or dash line. The counters shall be of the six (6) digit type with a reset. Machines without accurate flow meters or foot counters will not be allowed on the job.

The paint unit shall be equipped with a pressure-regulated air jet, which shall remove debris from the pavement in advance of the spray guns. The air jet shall operate when marking material is being applied and shall be synchronized with the marking material application or remain "on" at all times.

APPLICATION

All traffic lines painted shall conform in every respect to the New York State Manual of Uniform Traffic Control Devices, especially as to color, width and spacing of lines.

All paint shall be applied at the minimum rate of one (1) gallon for every 320 feet of solid four 4-inch line; the same rate of application shall apply for skip or broken lines.

Glass beads for reflectorization shall be applied to all painted lines at the minimum rate of seven (7) pounds per gallon of paint for centerline and six (6) pounds per gallon of paint for the edgeline.

The contractor shall be responsible for the one hundred percent (100%) reflectorization of all traffic lines painted. Only full width retroreflectivity will be acceptable. Should the painted lines not receive enough beads for the reflectorization required, the contractor shall be held responsible for correcting the same at his expense.

All traffic lines painted shall be sharp, well defined and retroreflective. The width of the line applied shall be within a tolerance of one-quarter (1/4) inch. Fuzzy lines, excessive overspray or non-uniform application, are unacceptable.

The painted traffic lines shall follow the centerline of the road; they shall be straight and true on tangents and uniform on curves.

Re-painting of centerlines and edgelines shall coincide with the existing traffic line markings.

Pavement markings, which are improperly applied, improperly located, or non-retroreflective shall be corrected by the contractor at his expense. Improperly located lines shall be removed as directed by the County Superintendent of Highways, and lines shall be applied in the correct locations at the contractor's expense.

Edge line striping shall be done while the striping machine is on the pavement surface and under no circumstances shall it travel on the shoulders.

The contractor shall not apply center and edge lines at the same time. Edgelines may vary and therefore must be re-traced by guiding off the right side of the painting machine. Guiding edgelines off the centerline shall not be allowed.

All paint shall be applied at a temperature that will assure it to be track-free within one hundred eighty (180) seconds of it being applied to the pavement.

There shall be no work performed on Saturday, Sunday or County observed Holidays unless work is authorized by the County Superintendent of Highways. All work shall be performed during daylight hours.

ROAD AND WEATHER CONDITIONS

No painting shall be done when the temperature is below forty-five (45) Degrees Fahrenheit or when the pavement is wet or damp.

Paint shall only be applied to a clean and dry highway surface. The contractor shall remove all loose sand, dirt or other debris encountered while applying the paint.

The contractor shall furnish a power broom equipped with a power blower to be used wherever necessary for the above mentioned purpose. The power broom used must be approved by the Superintendent of Highways.

As a minimum requirement, all centerlines and edgelines must be power broomed by the contractor prior to any application being made. Cleaning by air jets alone will not be acceptable.

SAFETY AND MAINTENANCE OF TRAFFIC

The contractor shall maintain traffic at all times and with as little interference or inconvenience as possible. All traffic control and line protection shall be in accordance with the following:

1. Lead vehicle is to be equipped with a broom and power blower in order to clean the pavement in advance of the pavement marking machine. The lead vehicle shall travel approximately 500 feet ahead of the pavement marking machine and shall have a warning sign, "Wet Paint-Keep Right" mounted on the front of the vehicle, facing traffic.
2. Second vehicle is to be the pavement marking machine. The pavement marking machine is to be equipped with yellow flashing strobe lights, alternating flashing headlights, a

"Wet Paint-Keep Right" sign mounted on the front of the vehicle facing traffic and a "Do Not Pass-Wet Paint" sign mounted on the rear of the vehicle.

3. Third vehicle is to be a "Follow Vehicle". "Do Not Pass" and "Wet Paint" warning signs shall be mounted on the rear of the vehicle. Follow Vehicle shall generally travel approximately 1,500 feet behind the pavement marking machine except as follows. Follow Vehicle shall travel closer to the pavement marking machine than the distance required to control approaching traffic from crossing newly applied paint lines which are not dry.

Flagmen shall be used whenever necessary to maintain a safe operation, especially at intersections with roads and streets.

No road or portion of road shall be closed to traffic at any time.

INSPECTION

The County Superintendent of Highways or his designated representative shall be permitted by the Contractor to accomplish the following in regard to inspection of the project:

- Inspect all equipment, materials, lists, instructions etc., and all work done under this contract at any time.
- Accompany the striping crew(s) and be transported in the Contractor's striping or "shadow" vehicle for the purpose of inspection of the project.
- Take accurate measurements of materials loaded in or on the Contractor's equipment at any time.

The Contractor shall advise the County Superintendent of Highways or his designated inspector at least twenty-four (24) hours before any application work shall be done or before resuming application after any delay or postponement.

The County Superintendent of Highways, or his designated representative, shall have the sole authority to determine if the workmanship conforms with these specifications requirements.

If the Superintendent of Highways or his designated representative determines that the workmanship does not conform with these specifications requirements, he shall order the Contractor to stop all application operations and to either repair or remove faulty equipment and/or materials from the project.

When ordered to stop work, the Contractor shall not be permitted to resume striping operations without receiving approval to do so from the Superintendent of Highways or his designated representative.

SHOULD WORKMANSHIP NOT MEET THE SPECIFICATION REQUIREMENTS, THE COUNTY SUPERINTENDENT OF HIGHWAYS MAY, AT HIS DISCRETION, TERMINATE THE CONTRACT AT ANY TIME DURING THE TERM OF THIS CONTRACT AFTER PROVIDING WRITTEN NOTICE PER THE CONTRACT.

SCOPE AND PHASING LINE PAINTING OPERATIONS

Due to the County's annual road surface treatment and construction program, the bidder will be required to apply traffic lines in two (2) periods of application.

The following is an Estimate of mileage for painting traffic lines on County Highways and statement of timing of operations for painting traffic lines.

First Phase application: approximately **150** miles of centerline and **148** side miles of edgeline.

Second Phase application: approximately **40** miles of centerline and **40** side miles of edgeline.

The **First Phase application** shall commence no earlier than **June 1, 2016** and be completed by **July 1, 2016**.

The **Second Phase application** shall commence no earlier than **August 15, 2016** and be completed by **October 15, 2016**.

Traffic Line Painting for Towns and Villages, shall be during the same time periods listed above during the contractor's mobilization for the County Road Striping.

No extension beyond the above listed dates of shall be permitted unless it is in writing and signed by the Cortland County Highway Superintendent. Notice of application for such extension shall be filed with the Superintendent of Highways at least fifteen (15) days prior to the date of completion listed above.

Liquidated damages for failure to complete work on time as outlined in the time of operations section shall be charged to the contractor at the rate of \$ 200.00 per day until work is completed, unless an extension has been permitted as per previous paragraph.

MATERIALS:

All Fast-Dry Waterborne traffic paints furnished by the contractor for this project shall be of a type designed and intended for use on bituminous and Portland cement concrete pavements. The paint used by the contractor for all work contemplated in this specification shall be either of the following:

- Aexcel 72W-A042 white and 72Y-A047 yellow acrylic waterborne traffic paints.
- Sherwin-Williams Highway Products NYSDOT TM 2174 white and TM 2317 yellow acrylic waterborne traffic paints.

No other paint will be acceptable.

All reflectorized glass beads that are supplied by the contractor shall meet or exceed the New York State Department of Transportation specifications.

SPECIFICATIONS FOR FAST DRYING ACRYLIC WATERBORNE TRAFFIC PAINT

SCOPE:

This specification covers ready-mixed, fast drying, white and yellow acrylic waterborne traffic paint for use on bituminous and Portland cement concrete pavements. Acrylic waterborne traffic paint supplied under this specification shall be designed for heated application.

SURFACE PREPARATION:

Care should be taken to ensure that the surface is clean, dry and free of loose material. When applying over previously coated areas, however, take special care to remove any loose or peeling paint. Other surface conditions, such as areas with large amounts of engine oil build-up or existing epoxy coatings, may require a power washing procedure or abrading the surface before application of the paint. Use caution when striping over a freshly sealed surface. Sealers can affect the adhesion and cure of traffic marking paints. For more information on the surface, please consult with the supplier or applicator of the surface.

WEATHER CONDITIONS AND APPLICATION:

Air temperature, surface temperature, humidity and the weather conditions following application are extremely important factors in the success of the products. These coatings are formulated to be applied without further reduction. They can also be used in conjunction with the application of glass beads to improve reflectivity without sacrificing other properties. Protect fresh lines from traffic until thoroughly dry. These, as well as all water-based coatings, should not be applied to surfaces less than 45 degrees Fahrenheit, or when the relative humidity is greater than 80%. Evening and night applications should be avoided whenever possible due to the cooler temperatures. At lower temperatures or higher humidity, a significant amount of extra time will be needed for the paints to dry.

EQUIPMENT:

Tip size, fluid pressure, atomizing air pressure, paint viscosity and paint temperature are all critical to the appearance, consistency, and performance of the paint. The equipment must be matched to the paint being applied in order to achieve the proper film thickness and coverage. When using a water-based product, the equipment must be made with stainless steel or some other material that will not react with the paint and cause application or storage problems.

PAINT SELECTION AND SAFETY:

Protect these and all water-based coatings from freezing. Use only paint recommended or specified for each application. Shelter the containers when possible and avoid prolonged outside storage. Agitation of the paints by stirring or shaking should be performed in order to ensure uniform consistency, application and performance.

DRY TIME:

The dry time of both the white and yellow fast dry acrylic waterborne traffic paints shall be as follows:

MAXIMUM DRY TIME

PAINT TEMP AT TIP

10 Minutes
60 Seconds

77 degrees F.
130-145 degrees F.

COVERAGE PER GALLON:

Approximately 320 linear feet of 4" line per gallon, applied at 15 mils.

PAINT COMPOSITION REQUIREMENTS:

The composition of fast drying acrylic waterborne paint shall be as follows:

	WHITE		YELLOW	
	Min.	Max.	Min.	Max.
<u>VISCOSITY @ 77 degrees F (KU)</u>	70	95	70	95
<u>WEIGHT PER GALLON @ 77 degrees F :</u> (lb./gal.)	13.0	--	13.5	--
<u>DIRECTIONAL REFLECTANCE (%)</u>	85	--	54	--
<u>DRY OPACITY @ 5 MILS</u>	0.95	--	0.95	--
<u>PIGMENT (% by weight):</u>	58	62	58	62
<u>TOTAL SOLIDS (% by weight):</u>	76.0	--	76.0	--
<u>NON VOL. VEHICLE (% by weight of veh):</u>	43	--	43	--

CLEAN-UP SOLVENTS: MIXTURE OF WATER AND MILD HOUSEHOLD DETERGENT

ALL PAINT MUST BE IN COMPLIANCE WITH NYSDOT ACRYLIC WATERBORNE (VOC COMPLIANT) YELLOW AND WHITE TRAFFIC PAINT SPECIFICATIONS.

PACKAGING:

The paint shall be supplied in new, removable head 55 gallon drums conforming to the ICC specification 17H or plastic tote containers protected by steel frames. Containers shall be fitted with suitable gaskets and locking rings to prevent skinning or spillage during storage and handling. Unless otherwise agreed to by the purchaser and supplier, 55-gal. drums shall be filled to 55 gallons, with volume measurements based on 77 degrees Fahrenheit. Each container shall be marked with tare, gross, and net weights, the equivalent net gallons, name, telephone number and address of the supplier, product code number and batch number.

CERTIFICATION:

The contractor shall submit with his bid certification from the paint manufacturer that all paint offered for

purchase with reference to this specification, meets this specification. Failure to submit satisfactory paint certification at the time of the bid opening shall result in the immediate rejection of the bidder's proposal. Furnishing this certification does not relieve the contractor from the responsibility to provide paint in full compliance with this specification. In the event that paint purchased under this specification is found not to comply with these specifications, the contractor shall replace the paint with material that does comply, to include transportation charges, at contractor's expense.

SERVICE TECHNICIAN:

As proper application is deemed essential to the success of this process, the manufacturer shall provide at least one experienced technician to instruct the contractor in the application of this material and assist in problem resolution. The technician shall be familiar with the application equipment and the paint, and have successful experience in the placing of reflective traffic marking paints and the use of reflective traffic marking paint equipment.

MATERIAL DELIVERY AND STORAGE:

All paint materials required shall be delivered to the County Highway Department at least fifteen (15) days prior to the start of any application.

The County Highway Department shall be notified at least twenty-four (24) hours before any deliveries of paint or beads. The County Highway Department will provide outside storage area for paint and will unload only if prior notice of a delivery is given. Inside storage for reflectorized glass beads will also be provided only if prior notice of delivery is given. All excess materials and empty paint drums shall be removed by the contractor at the completion of the season's final application.

By providing storage area, and/or the unloading of material, the County Highway Department is not liable for any damages, theft or any other losses that could be incurred by the contractor.

The Contractor shall be solely responsible and liable for any and all costs and consequences related to spillage of material on County property and on public roadways.

PRICING AND PAYMENT:

PRICING: Shall be based on a total cost per mile of centerline and a total cost per side mile for edgeline application. For bidding purposes and from prior experience of materials used, all bids shall be based on the following:

1. **CENTERLINE APPLICATION:** A cost per mile for application including 27 gallons of yellow paint and 189 pounds of reflectorized glass beads.
2. **EDGELINE APPLICATION:** A cost per side mile for application including 16.5 gallons of white paint and 99 pounds of reflectorized glass beads.
3. **TOTAL ESTIMATE FOR PAYMENT:** The sum of the approved centerline application cost

estimate and the edgeline application cost estimate.

4. MATERIAL PRICES: A price per gallon for both the yellow and white paint and a price per pound for reflectorized glass beads shall be submitted. These prices are only for payment adjustment purposes as described below.
5. SPECIFICATION COMPLIANCE & ADJUSTMENTS TO PAYMENTS TO CONTRACTOR: In the event the Contractor uses less than the specified amounts of materials that bids are based on for center and edgeline application, the County Highway Department shall require that those amounts be deducted from the final payments due the Contractor. The deductions shall be computed by multiplying the amount of paint deficiency (gallons) and/or bead deficiency by the separate unit prices bid for paint (per gallon) and beads (per pound). No adjustments or additional payments shall be made to the Contractor in the event that he applies a larger than specified amount of paint and beads.
6. PRICES USED FOR ADJUSTMENTS: The Contractor's prices bid for paint and beads shall be used only for any price adjustment as described above.
7. DAILY REPORTS: The County Superintendent of Highways shall at the end of each workday be given a daily report. Said report shall show, for each road painted; beginning and ending point, length in miles, lineal feet of actual painted line applied, and gallons of paint and pounds of beads used. Said Report shall also show the quantity of paint in the painting truck tank at the start and also at the end of each day's work. The contractor shall not be paid for any day's work for which he fails to provide a daily report. The striping machine operator shall verify all daily reports with the County Highway Department's representative on the job.
8. PAYMENTS TO CONTRACTOR: No payment will be made during the course of the operations. Payment shall be made after each completed application, provided such application is satisfactory to the County Superintendent of Highways. Payments will be made per the County's normal payment schedule.
9. DOCUMENTATION REQUIREMENTS: Prior to any payments being made, the contractor shall, if called upon to do so by the County Superintendent of Highways, submit certified evidence that all labor and materials have been paid for in full.
10. PAYMENT QUANTITY VERIFICATION: The total number of miles striped, materials or other services used in accordance with the contract's requirements shall be in agreement with the County Highway Department's computations before any payments to the Contractor are approved.
11. INVOICES: The contractor shall submit invoices, describing the services and materials for which

payment is requested.

END OF SPECIFICATIONS

CORTLAND COUNTY HIGHWAY DEPARTMENT

BID FORM - 1 OF 3

PAINTING TRAFFIC LINES ON CORTLAND COUNTY HIGHWAYS WITH FAST-DRY ACRYLIC WATERBORNE TRAFFIC PAINT

ALL PAGES OF THIS SPECIFICATION AND BID PROPOSAL MUST REMAIN INTACT AT THE TIME OF SUBMITTING A BID. DO NOT DETACH ANY PAGES FROM THESE SPECIFICATIONS. SUBMISSION OF ENTIRE PACKAGE IS REQUIRED AND FAILURE TO DO SO SHALL RESULT IN REJECTION OF BID.

The undersigned being experienced and responsible for performance of the specified work agrees to paint traffic lines on County Highways in accordance with the referenced specifications.

BID PROPOSAL

For the purpose of this Bid Proposal, it is anticipated that 190 centerline miles and 188 edgeline miles on County Roads shall be marked in accordance with this specification. Payment, however, will be based only on actual miles painted. The bid will be awarded based on the Total Bid [Sum of (A) + (B)]. All Items must be bid.

County Highway Traffic Line Painting:

190 Centerline miles (estimate) X \$ _____ price per mile (incl. mat'ls) =
\$ _____ (A)

188 Edgeline miles (estimate) X \$ _____ price per mile (incl. mat'ls) =
\$ _____ (B)

Total Bid = \$ _____
[Sum of (A)+(B)]

CORTLAND COUNTY HIGHWAY DEPARTMENT

BID FORM - 2 OF 3**PAINTING TRAFFIC LINES ON CORTLAND COUNTY HIGHWAYS WITH
FAST-DRY ACRYLIC WATERBORNE TRAFFIC PAINT**

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Town and Village Line Painting:

25 Centerline miles (estimate) X \$ _____ price per mile (incl. mat'ls) =
\$ _____ (C)

22 Edgeline miles (estimate) X \$ _____ price per mile (incl. mat'ls) =
\$ _____ (D)

Total Bid = \$ _____
[Sum of (C)+(D)]

CORTLAND COUNTY HIGHWAY DEPARTMENT

BID FORM - 3 OF 3

**PAINTING TRAFFIC LINES ON CORTLAND COUNTY HIGHWAYS WITH
FAST-DRY ACRYLIC WATERBORNE TRAFFIC PAINT**

Bidder (Firm) Name & Address:

Authorized Signature: _____

Name and Title _____ Date: _____

Contact Person: _____ Email: _____

Telephone Number: _____

Fax Number: _____

EXHIBIT A – 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 B – 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 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	_____
_____	_____
Secretary	_____
_____	_____
Treasurer	_____
_____	_____
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 nominating a condition for screening.

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: _____

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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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, licenser, 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

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.

Checklist of documents to be returned with bid or contract:

- _____ Exhibit A: Drug Free Workplace
- _____ Exhibit B: Acknowledgement and Agreement to Comply with Standard Clauses for New York State Contracts
- _____ Exhibit C: Non-Collusive Bidding Certification Required by Section 139-D of the State Finance Law
- _____ Exhibit D: Conflict of Interest Disclosure
- _____ Proof of Insurance as required
- _____ Valid W9 with signature
- _____ 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