



CORTLAND COUNTY

Buildings and Grounds

60 CENTRAL AVENUE

CORTLAND, NY, 13045

607-753-5068, Fax-607-758-5580

Brian Parker, Superintendent

bcparker@cortland-co.org

Request for Proposal

December 22, 2015

Fire Extinguisher Inspections, Testing and Maintenance Ansul System Inspections, Testing Sprinkler Systems Inspections, Testing

Contract Period: 2+ Year (January 1, 2016 – December 31, 2017)

3+ Year (January 1, 2016 – December 31, 2018)

5+ Year (January 1, 2016 – December 31, 2020)

Proposal Due Date: Friday, January 22, 2016 by 4:00 pm

All proposals must be received on or before the due date.

RFP may be viewed on County Website at :www.cortland-co.org

~ The County reserves the right to reject any or all proposals received ~

Brian Parker
Superintendent
Buildings & Grounds

Cortland County is seeking proposals on Annual Fire Extinguisher Inspection, service, recommended replacement and/or repairs; Ansul Systems Inspections; and the County Sprinkler Systems. ***Vendors are requested to propose separately for just Fire Extinguisher Services, Ansul Services and/or Sprinkler Services.*** There is an average of 247 annual inspections. **Field verification is required on all inspections with applicable documentation submitted to the Superintendent of Buildings and Grounds within 30 days of the inspection date.** Proposals shall supply per unit costs for testing and maintenance on all Cortland County fire extinguishers and sprinkler systems currently in service. Proposals shall provide unit replacement cost for fire extinguishers that do not pass inspection, testing or are deemed obsolete currently in service in Cortland County facilities. **The successful Vendor shall provide Cortland County Buildings & Grounds with a schedule of required testing and maintenance for units in service.**

1. CONTRACT PERIOD

A. The County is requesting proposals for potential:

- 1) 2+ Year (January 1, 2016– December 31, 2017)
- 2) 3+ Year (January 1, 2016– December 31, 2018)
- 3) 5+ Year (January 1, 2016– December 31, 2020)

B. The County or the awarded vendor may terminate the Contract within (60) days, by giving written notice to the other party.

C. In the event that an awarded vendor is unable to fulfill the length of their agreement, the County may choose from one of the companies solicited at this proposal or an offer from a new company that makes a proposal in response to the same terms and time frame offered within this same proposal.

2. GENERAL REQUIREMENTS

A. The Standard County Contract (sample attached) will be the only contract accepted.

B. Cortland County is not subject to sales tax.

C. Sealed Proposals must be submitted before **4:00 pm on Friday, January 22, 2016**, including items delivered via US Postal Service or any other delivery service.

D. Sealed Proposals must be submitted to the following address:

Brian Parker, Superintendent
Cortland County
Department of Buildings & Grounds
60 Central Ave.
Cortland, NY 13045

D. **Each Proposal is to be separated into Part One (Fire Extinguisher related services), Part Two (Ansul Systems) and Part Three (Sprinkler Systems). Cortland County reserves the right to consider each Part separately in awarding of Proposals.**

- E. Proposals will be reviewed, approved and final contracts awarded on or before **February 5, 2016. Beginning of inspection service work must commence no later than Monday, February 15, 2016.**

3. DOCUMENTATION

- A. Selected Vendor is required to provide inspection documentation for each extinguisher, Ansul service or sprinkler system inspection to the Superintendent of Buildings and Grounds within Thirty (30) days of the completion of the inspection. Failure to provide supporting documentation will be considered a breach of contract and no payment for services will be made.
- B. All records related to County Equipment and services are considered to be the property of Cortland County and may be returned to the county at any time during the period of the agreed contract if so requested by Cortland County Superintendent of Buildings and Grounds or the Cortland County Attorney. **All records related to County Equipment and services must be turned over to the Cortland County Superintendent of Buildings and Grounds at the termination of the awarded Contract.**

4. PAYMENT

- a. Payment will be made within Forty Five (45) days of receipt of Invoice to Superintendent of Buildings and Grounds as long as all required conditions have been met, including required supporting documentation of service or equipment. An invoice is required for each payment requested including services. Payment schedule is:
 - a. Payment for services will be paid in two equal parts on a semi annual calendar year basis
 - b. Payment for replacement Fire Extinguishers will be made within Forty Five (45) days of receipt of Invoice to Superintendent of Buildings and Grounds.

5. SPECIFICATIONS

I. PART ONE REQUESTS PROPOSAL RELATED TO FIRE EXTINGUISHER SERVICES AND POTENTIAL FIRE EXTINGUISHER REPLACEMENT ONLY:

- A. Annual portable fire extinguisher inspections and testing locations:

Cortland County Office Building
60 Central Ave.
Cortland, NY 13045

Cortland County Courthouse
46 Greenbush St.
Cortland, NY 13045

Cortland County Emergency Management
54 Greenbush St.
Cortland, NY 13045

Cortland County Jail
54 Greenbush St.
Cortland, NY 13045

Cortland County Public Safety Building
54 Greenbush St.
Cortland, NY 13045

Cortland County Horizon House
49 Grant St.
Cortland, NY 13045

Cortland County Mental Health Offices
7 Clayton Ave.
Cortland, NY 13045

Cortland County Recycling Center
137 Pendleton St.
Cortland, NY 13045

Cortland County Highway Complex
Traction Drive
Cortland, N.Y. 13045

Cortland County Airport
Groton Rd.
Cortland, NY 13045

Dwyer Memorial Park
6437 Little York Rd.
Little York, N.Y. 13807

Cortland County Sheriff's Cars (Twice Annually)
54 Greenbush St.
Cortland, NY 13045

Cortland County Landfill
Townline Rd.
McGraw, NY 13101

Cortland County DMV/BOE
112 River St.

Cortland, NY 13045

37 Church St.
Cortland, NY 13045

B. Portable fire extinguisher units currently in service:

2.5# Dry Chemical	6 yr. Maintenance 12 yr. Testing
5# Dry Chemical	6 yr. Maintenance 12 yr. Testing
5# CO2	5 yr. Testing
10# Dry Chemical	6 yr. Maintenance 12 yr. Testing
10# CO2	5 yr. Testing
15# CO2	5 yr. Testing
20# Dry Chemical	6 yr. Maintenance 12 yr. Testing
20# CO2 -	5 yr Testing
K Model -	5 yr. Testing

C. Fire extinguisher locations:

2016 FIRE EXTINGUISHER LIST

Location	Size	Type	Year	Next Hydro	Next 6yr
37 Church Street					
Lobby by Elevator	5	ABC	2001	2016	2022
Chamber of Commerce Kitchen	2.5	ABC	2014	2026	2020
Chamber of Commerce Conf. Room	5	ABC	2010	2022	2016
2nd Floor by Elevator	5	ABC	2014	2026	2020
2nd Floor Back Stairwell	5	ABC	2004	2016	2022

County Airport

Location	Size	Type	Year	Next Hydro	Next 6yr
MAIN HANGAR 3					
Wall	10	CO2	2004	2019	n/a
Back Wall/Exit	11	Halon	1989	2025	2019
Fuel Island	20	ABC	2013	2025	2019
MAIN HANGAR 2					
Main Bay Exit	10	ABC	2007	2025	2019
Main Bay Wall	10	ABC	2007	2025	2019
Back Wall	10	ABC	2004	2022	2016
Back Wall by Fuel	10	ABC	2004	2022	2016
Front Bay	20	ABC	2013	2025	2019
Storage Exit	10	ABC	2004	2022	2016
Office	10	ABC	2004	2022	2016
Electric Room	15	CO2	1958	2015	n/a
MAIN HANGAR 1					
Front Bay Exit (new)	10	ABC	2015	2027	2021
Front of Bay Wall	10	ABC	2005	2017	2023
Back Wall	10	ABC	2011	2023	2017
Front Exit	10	ABC	2004	2016	2022
Case Loader	5	ABC	2014	2026	2020
MANTENANCE SHOP					
Exit 1	10	ABC	2014	2026	2020
Exit 2	10	ABC	2014	2026	2020
Exit 3	10	ABC	2014	2026	2020
Mower	5	ABC	2010	2022	2016
Maint. Truck	2.5	BC	2009	2021	n/a
Outside Hanger	10	ABC	2010	2022	2016
Outside Hanger	10	ABC	2010	2022	2016

Court House

Location	Size	Type	Year	Next Hydro	Next 6yr
Building and Grounds	10	ABC	2008	2020	2015
Building and Grounds	5	ABC	2010	2022	2016
Elevator Room	10	ABC	1991	2015	2021
By Elevator Basement	10	ABC	2015	2027	2021
Probation Front	10	ABC	2015	2027	2021

Probation Back	10	ABC	2015	2027	2021
By Elevator 1st Floor	10	ABC	2015	2027	2021
In Break Room	10	ABC	1990	2015	2021
Public Records Front	5	Halon	1987	2018	2024
Public Records Poll	5	Halon	1987	2018	2024
Public Records Back	5	Halon	1987	2018	2024
By Elevator 2nd Floor	10	ABC	2009	2021	2015
Public Court Behind Security	10	ABC	1990	2015	2021
By Elevator 3rd Floor	10	ABC	2015	2027	2021
Court Clerk	10	ABC	2002	2026	2020
Probation Office	2.5	ABC	2008	2020	2026
Probation Conf. Room	2.5	ABC	2013	2025	2019

County Jail

Location	Size	Type	Year	Next Hydro	Next 6yr
Basement	10	ABC	2013	2025	2019
Basement Server Room	11	Halo	1987	2017	2023
Basement Boiler	5	ABC	2013	2025	2019
Basement Hall	10	ABC	2013	2025	2019
Basement Hall by K6	5	ABC	2011	2023	2017
Basement Hall by K4	5	ABC	2015	2027	2021
Kitchen	10	ABC	2010	2022	2016
Control Room	11	Halo	2002	2017	2023
Sally Port	10	ABC	2014	2026	2020
C8 POD	11	Halo	1990	2026	2020
B10 POD	11	Halo	2002	2026	2020
A10 POD	11	Halo	2002	2026	2020
A10 POD	11	Halo	2002	2026	2020

Court House

Location	Size	Type	Year	Next Hydro	Next 6yr
Building and Grounds	10	ABC	2008	2020	2015
Building and Grounds	5	ABC	2010	2022	2016
Elevator Room	10	ABC	1991	2015	2021
By Elevator Basement	10	ABC	2015	2027	2021
Probation Front	10	ABC	2015	2027	2021
Probation Back	10	ABC	2015	2027	2021
By Elevator 1st Floor	10	ABC	2015	2027	2021
In Break Room	10	ABC	1990	2015	2021
Public Records Front	5	Halon	1987	2018	2024
Public Records Poll	5	Halon	1987	2018	2024
Public Records Back	5	Halon	1987	2018	2024

By Elevator 2nd Floor	10	ABC	2009	2021	2015
Public Court Behind Security	10	ABC	1990	2015	2021
By Elevator 3rd Floor	10	ABC	2015	2027	2021
Court Clerk	10	ABC	2002	2026	2020
Probation Office	2.5	ABC	2008	2020	2026
Probation Conf. Room	2.5	ABC	2013	2025	2019

County Landfill

Location	Size #	Type	Year	Next Hydro	Next 6yr
Office Exit	5	ABC	2011	2023	2017
Office Kitchen	5	ABC	2011	2023	2017
Truck 208	2.5	ABC	2015	2027	2021
Truck 242 (New)	2.5	ABC	2015	2027	2021
Truck MT31	5	ABC	2008	2020	2026
Loader 206	2.5	ABC	2007	2019	2025
Shop Main Exit	10	ABC	2011	2023	2017
Shop Spare	2.5	ABC	2013	2025	2019
Shop Spare	2.5	ABC	2013	2025	2019
Shop by Bay Door Exit	10	ABC	2011	2023	2017
Shop Middle Wall	10	CO2	2006	2016	n/a
Shop Rear Exit	10	ABC	2011	2023	2017
Shop Side Exit	10	ABC	2011	2023	2017
Fuel Pump	20	ABC	2009	2021	2015
Truck 21	5	ABC	2010	2022	2016
Truck 34	2.5	ABC	2012	2024	2018
Garbage Plow 1	2.5	ABC	2012	2024	2018
Garbage Plow 2	2.5	ABC	2004	2016	n/a

Recycling Center

Location	Size	Type	Year	Next Hydro	Next 6yr
Office	10	ABC	2005	2017	2023
Kitchen	5	ABC	2005	2017	2023
Customer Exit	20	ABC	2005	2017	2023
North Exit	20	ABC	2005	2017	2023
Mech. Room	10	ABC	2005	2017	2023
East Wall	20	ABC	2005	2017	2023
South Wall	20	ABC	2005	2017	2023
Upstairs (Left Side)	20	ABC	2005	2017	2023
Upstairs (Left Side)	10	ABC	2011	2023	2017
Upstairs (Right Side) (new)	10	ABC	2015	2027	2021

West Exit	20	ABC	2011	2023	2017
Fork Truck	2.5	ABC	2015	2027	2021

County BOE/DMV

Location	Size	Type	Year	Next Hydro	Next 6yr
DMV Lobby	5	ABC	2010	2022	2016
Behind Teller	5	ABC	2010	2022	2016
BOE Office	5	ABC	2010	2022	2016
BOE Booth Storage	5	ABC	2010	2022	2016

Cortland County Mental Health

Location	Size	Type	Year	Next Hydro	Next 6yr
Lobby	10	ABC	1996	2021	2015
By Door 10	5	ABC	1996	2021	2015
Group Room	5	ABC	1996	2021	2015
2nd Floor by stairs	5	ABC	1996	2021	2015
By Room 26	5	ABC	1996	2021	2015
By Room 27	5	ABC	1996	2021	2015
By room 22	5	ABC	1990	2015	2021
Basement Stairwell	5	ABC	1996	2021	2015
Basement Kitchen	10	ABC	1996	2021	2015

Highway Dept. and Trucks

Location	Size	Type	Year	Next Hydro	Next 6yr
HIGHWAY BUILDING 4					
Spare Shelf	10	ABC	2002	2026	2020
Spare Shelf	5	ABC	2002	2026	2020
Spare Shelf	10	ABC	2002	2026	2020
Spare Shelf	10	ABC	2008	2020	2026
Spare Shelf	10	ABC	2009	2021	2015
Spare Shelf	5	ABC	2008	2020	2026
Spare Shelf	5	ABC	2010	2022	2016
Spare Shelf	2.5	ABC	2015	2027	N/A
Spare Shelf	2.5	ABC	2015	2027	N/A
Parts Room	10	ABC	2008	2020	2026
CAB in Parts Room (back)	10	ABC	2002	2026	2020
Parts Office	2.5	ABC	2006	2018	n/a

Hall by Mens Room	10	ABC	2008	2020	2026
Break Room	5	ABC	2007	2019	2025
Exit by Super's Office	10	ABC	2008	2020	2026
Carpool Wall	10	ABC	2008	2020	2026
Carpool CAB	10	ABC	2008	2020	2026
Sign Shop	10	ABC	2002	2026	2020
Bay 1 Bolts Room	10	ABC	2008	2020	2026
Bay 1 Tire Room	10	ABC	2002	2026	2020
Bay 1 By Bench	5	ABC	2010	2022	2016
Bay 1 Oil Room	10	ABC	2002	2026	2020
Bay 1 Wall CAB	10	ABC	2002	2026	2020
Middle Hall CAB	10	ABC	2002	2026	2020
Bay 2 Work Bench	10	ABC	2002	2026	2020
Bay 2 Bench CAB	10	ABC	2002	2026	2020
Bay 2 on Bench	2.5	ABC	2007	2019	2025
Wash Bay CAB	10	ABC	2002	2026	2026
Fuel Pump (outside)	10	ABC	2007	2020	2026

HIGHWAY BUILDING 3

By Soda Machine	20	ABC	2004	2016	2022
Main Door to Garage	10	ABC	2011	2023	2017
By Door 2	10	CO2	1976	2016	N/A
By Door 8	20	ABC	2004	2016	2022
By Door 13	20	ABC	2004	2016	2022
By Door 17	20	ABC	2004	2016	2022
By Door 20	10	CO2	1957	2016	N/A
By Door 27	10	ABC	2011	2023	2017

HIGHWAY BUILDING 2

Tire Room	10	ABC	2002	2026	2020
Wall by Bathroom	10	CO2	1978	2015	N/A
Wall by Break Room	10	CO2	1968	2016	N/A
Wall by Paint Room	10	CO2	1957	2016	N/A
Boiler Room	5	ABC	2005	2017	2023
Back Bench	5	CO2	1957	2016	N/A
Carp. Shop Wall	10	CO2	1965	2016	N/A
Carp. Shop by Office	15	CO2	1975	2016	N/A
Carp. Shop by Office	15	CO2	1978	2016	N/A
Rail Cart	5	ABC	2006	2020	2026

HIGHWAY BUILDING 1

Lobby	5	CO2	1958	2016	N/A
Reception	5	CO2	1958	2016	N/A
2nd Floor Hall	10	ABC	1997	2022	2016
2nd Floor End of Hall	10	CO2	1975	2016	N/A

Eng. Truck 45	5	ABC	2010	2022	2016
Eng. Truck 50	5	ABC	2014	2026	2020

HIGHWAY TRUCKS

Truck 20	5	ABC	2009	2021	2015
Truck 21	5	ABC	2013	2025	2019
Truck 3	5	ABC	2014	2026	2020
Truck 73	20	ABC	2012	2024	2018
Truck 18	5	ABC	2008	2021	2015
Truck 79	2.5	ABC	2010	2022	2016
Truck 79	10	ABC	2010	2022	2016
Truck 66	5	ABC	1995	2016	2022
Truck 7 (new)	5	ABC	2015	2027	2021
Truck 15	5	ABC	2003	2016	2022
Truck 75	2.5	ABC	2003	2016	2022
Truck 54	5	ABC	2008	2021	2015
Truck 55	5	ABC	2008	2021	2015
Truck 59	5	ABC	2008	2021	2015
Truck 279	10	ABC	2008	2021	2015
Truck 64	5	ABC	2010	2022	2016
Truck 56	2.5	ABC	2015	2027	2021
Truck 78	20	ABC	2011	2023	2017
Truck 70	5	ABC	2009	2021	2015
Truck 1	5	ABC	1999	2018	2024
Truck 9	5	ABC	2008	2021	2015
Truck 24	5	ABC	2010	2022	2016
Truck 17	5	ABC	2007	2021	2015
Truck 4	2.5	ABC	2015	2027	2021
Truck 23 (new)	5	ABC	2015	2027	2021
Truck 10	5	ABC	2008	2021	2015
Truck 5	2.5	ABC	2010	2022	2016
Truck 28	5	ABC	2012	2024	2018
Truck 19	5	ABC	2008	2021	2015
Truck 31	5	ABC	2013	2025	2019
Truck 25	5	ABC	2010	2021	2016
Truck 29	5	ABC	2012	2024	2018
Truck 27	5	ABC	2011	2023	2017
Truck 22	5	ABC	2008	2021	2015
Truck 8	2.5	ABC	2006	2018	N/A
Truck 26	5	ABC	2011	2023	2017
Truck 2	5	ABC	2014	2026	2020
Truck Spare	2.5	ABC	2008	2020	2026
Truck Spare	2.5	ABC	2008	2020	2026

Truck Spare	2.5	ABC	2008	2020	2026
Truck Spare	2.5	ABC	2008	2020	2026
Truck Spare	2.5	ABC	2008	2020	2026
Truck Spare	2.5	ABC	2008	2020	2026
Truck Spare	2.5	ABC	2008	2020	2026
Truck Spare	2.5	ABC	2008	2020	2026

Public Justice Building & Patrol Cars

Location	Size	Type	Year	Next Hydro	Next 6yr
Equipment Room	10	CO2	2011	2016	n/a
Equipment Room	20	ABC	2012	2024	
Records Office	5	ABC	1992	2017	2023
Records Break Room	5	ABC	1992	2017	2023
Patrol Office	5	ABC	1992	2017	2023
Patrol Break Room	5	ABC	1992	2017	2023
2nd Floor CAB Middle	5	ABC	1992	2017	2023
2nd Floor CAB Storage Room	5	ABC	1992	2017	2023
2nd Floor CAB outside office	5	ABC	1992	2017	2023
2nd Floor CAB by Stairs	5	ABC	1992	2017	2023
3rd Floor Criminal Investigation	5	ABC	1992	2017	2023
3rd Floor 911 Break Room	5	ABC	2012	2024	2018
3rd Floor 911 Center	5	ABC	1992	2017	2023
Penthouse	10	ABC	2011	2023	2017
Basement Elevator	5	ABC	1992	2017	2023
Basement Evidence	5	ABC	1992	2017	2023
Basement Storage	5	ABC	1992	2017	2023
Basement Storage	5	ABC	1992	2017	2023
Basement Electrical Room	5	ABC	1992	2017	2023
Basement Boiler Room	10	ABC	2013	2025	2019
Basement Hall	5	ABC	2011	2023	2017
Patrol Cars					
Spare	5	ABC	2008	2020	2026
Spare	5	ABC	2008	2020	2026
Spare	5	ABC	2006	2017	2024
121	5	ABC	2001	2025	2019
201	5	ABC	2010	2022	2016
105	5	ABC	2011	2023	2017
114	5	ABC	2001	2025	2019
115	5	ABC	2009	2021	2015
104	5	ABC	2001	2025	2019
122	5	ABC	2001	2025	2019

103	5	ABC	2008	2020	2026
203	5	ABC	2012	2024	2018
202	5	ABC	2010	2022	2016
204	5	ABC	2001	2025	2019
120	5	ABC	2001	2025	2019
112	5	ABC	2001	2025	2019
113	5	ABC	2011	2023	2017

Dwyer Memorial Park

LOCATION:

SIZE:

1st Floor:

Kitchen area	20#CO2
Kitchen area	5#CO2
Gathering area	(4) 10#ABC

2nd Floor CRT:

By entry Alarm	10#ABC
Backstage area	10#ABC
In makeup room	10#ABC
By exit door in theatre	10#ABC
By exit door in theatre	10#ABC

PART ONE: PROPOSAL PRICE FOR INSPECTION SERVICES:

2 YEAR \$ _____
3 YEAR \$ _____
5 YEAR \$ _____

OTHER TEST CHARGES:

HYDROSTATIC TEST: \$ _____

BENCHMARK INSPECTIONS ABOVE REGULAR ANNUAL INSPECTIONS: (please list with rate)

- 1) \$ _____
- 2) \$ _____
- 3) \$ _____

AND REPLACEMENT PRICE PER UNIT FOR:

- A) 2.5# ABC \$ _____
- B) 5# ABC \$ _____
- C) 10 # ABC \$ _____
- D) 20 # ABC \$ _____
- E) 10# BC \$ _____
- F) 20# BC \$ _____
- G) 30# BC \$ _____
- H) 5# CO2 \$ _____
- I) 10# CO2 \$ _____
- J) 15# CO2 \$ _____
- K) 20# CO2 \$ _____
- L) 10# HALON \$ _____
- M) 2.5 # Dry Chemical \$ _____
- N) 5# Dry Chemical \$ _____
- O) 10# Dry Chemical \$ _____
- P) 20# Dry Chemical \$ _____
- Q) K Model \$ _____

II. PART TWO REQUESTS PROPOSAL RELATED TO ANSUL SYSTEM INSPECTION SERVICES ONLY:

Cortland County Office Building, 60 Central Avenue, Cortland, NY Cafeteria (1)

Public Safety Building (Jail) 54 Greenbush Street, Cortland, NY Kitchen

PART TWO: PROPOSAL PRICE FOR ANSUL INSPECTIONS

- 2 YEAR** \$ _____
- 3 YEAR** \$ _____
- 5 YEAR** \$ _____

III. PART THREE REQUESTS PROPOSAL RELATED TO SPRINKLER SYSTEM INSPECTION SERVICES ONLY:

Location: Cortland County Court House, 46 Greenbush Street, Cortland, NY 13045

1- Wet System – Reliable D 4”

1 – Dry System - Reliable E 6”

Location: Cortland County Jail, 54 Greenbush Street, Cortland, NY 13045

1- 4” Reliable Model E

Location: Cortland County Recycling Center, 137 S Pendleton Street, Cortland, NY 13045
2 -Dry System – Victamatic 5756 6”, in addition (2) backflow preventors to be tested annually

Location: Dwyer Memorial Park, RT 281, Little York NY
1– Dry System (special requirement - system is located in confined space)
1 – Electric Fire Pump

PART THREE: PROPOSAL PRICE FOR SPRINKLER SYSTEM SERVICE:

2 YEAR \$ _____

3 YEAR \$ _____

5 YEAR \$ _____

PART FOUR:

If the awarded vendor finds fire extinguishers, Ansul systems or sprinkler systems which are not on the current list, please provide cost for inspection of this additional unit: (please Proposal on

FIRE EXTINGUISHER: _____

ANSUL SYSTEM: _____

SPRINKLER SYSTEM: _____

EXHIBIT A – DRUG FREE WORKPLACE

Whenever two or more Proposals 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 Proposal 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 Proposals 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 Proposal 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 Proposal, 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 BILLING CERTIFICATE REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

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

By submission of this Proposal, Proposer and each person signing on behalf of Proposer certifies, and in the case of joint Proposal, 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 Proposal 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 Proposer or with any other competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
- 3) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting completion.

A Proposal 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 Proposer(s) cannot make the foregoing certification, the Proposer 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 _____, 10____ as the act and deed of said corporation of partnership or sole proprietor.

If Proposers are in a Partnership, complete the Following:

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

If Proposers 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 Proposals 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 addition of the nominated condition to the newborn screening panel. 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 abide 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: _____

CORTLAND COUNTY STANDARD CONTRACT LANGUAGE

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

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:

- (A) 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.
- (B) Automobile coverage with a combined single limit of \$1,000,000.00.
- (C) Statutory Worker’s Compensation Disability Coverage, and Unemployment Insurance.
- (D) Professional Liability Insurance in the amount of \$1,000,000.00 where applicable.

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.

Notice of termination of any such policies must be provided to the COUNTY at least ten (10) days in advance. 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.

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.

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:

- (A) That he/she/it is financially solvent and that he/she/it is experienced in and competent to perform the services as described in Article 1 above,
- (B) 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.

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. COUNTY’S RIGHT TO STOP WORK OR TERMINATE CONTRACT

The COUNTY shall have the right to stop work or terminate the Contract if:

- (A) The CONTRACTOR is adjudged bankrupt or makes an assignment for the benefit of creditors; or
- (B) 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
- (C) The CONTRACTOR refuses or fails to prosecute the work or any part thereof with due diligence; or

- (D) The CONTRACTOR fails to make prompt payment to persons supplying labor for the work; or
- (E) The CONTRACTOR fails or refuses to comply with all applicable laws or ordinances; or
- (F) The CONTRACTOR violates any provision of the Contract;
- (G) 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.
- (H) COUNTY may terminate this contract upon thirty (30) days written notice to the CONTRACTOR if deemed in the best interest of the COUNTY.
- (I) COUNTY may terminate if the contract is not funded.

ARTICLE 8. 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 9. 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, Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage, medical and/or dental benefits, or retirement membership or credit.

ARTICLE 10. ASSIGNMENT

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

ARTICLE 11. 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 12. 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 13. 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 14. 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:

To the COUNTY:

Superintendent of Buildings and Grounds
County of Cortland Office Building
60 Central Avenue
Cortland, New York 13045

ARTICLE 15. 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 16. 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 17. 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 18. 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 19. RECORDS RETENTION AND AUDIT

The CONTRACTOR agrees to retain all books, records and/or other documents relevant to this Agreement for six (6) years after the expiration or termination of this agreement or six (6) years after final payment, whichever is later, unless otherwise agreed to by the parties in writing. New York State auditors and/or any other persons duly authorized by the COUNTY shall have full access to and the right to examine any of the above-mentioned documents during the above-stated time period.

ARTICLE 20. APPLICABLE LAW

This Agreement is governed by the laws of the State of New York.

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: _____
Chairman,
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 _____, 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

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, 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 PROPOSALDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of Proposals, Contractor affirms, under penalty of perjury, that its Proposal was arrived at independently and without collusion aimed at restricting competition.

Contractor further affirms that, at the time Contractor submitted its Proposal, an authorized and responsible person executed and delivered to the State a non-collusive Proposalsding 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 Proposal 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 Proposal may not be considered responsive. Under Proposalder 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 Proposalder, 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 Proposal proposal or contract, as applicable, Contractors certify that whenever the total Proposal 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. Proposalders 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 Proposers/Bidders/Offer 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>

APPENDIX A – SAMPLE CLAUSES FOR NEW YORK STATE CONTRACTS

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 Proposal, 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 Proposal 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

- _____ 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