

REQUEST FOR PROPOSALS



Cortland County Website – Upgrade, Maintain, and Host

Cortland County, through its Information Technology Department, is requesting proposals to upgrade, maintain, and host the official Cortland County Website (www.cortland-co.org). As part of an ongoing process to modernize and streamline technology at the County, the Building & Grounds Committee is seeking to update the County Website to a more user friendly and aesthetically appealing design.

Proposals, one (1) original and three (3) copies, will be received until Wednesday, October 7, 2015 at the Cortland County Legislature, Attn: Jeremy Boylan, 60 Central Ave., Cortland NY 13045. Technical questions regarding this RFP may be directed to:

Robert Corpora, Director of Information Technology
60 Central Avenue
Cortland, NY 13045
rcorpora@cortland-co.org
(607)753-5042

Questions of clarification of items in the RFP must be submitted in writing no later than **September 30, to Robert Corpora at the above address**. If questions or clarification are submitted via email, please request a read receipt confirmation in the email.

Cortland County will evaluate proposals and request interviews if necessary. It is anticipated that a decision will be made on or about October 22, 2015.

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

The vendor awarded the County's business will be selected based on the offering with greatest benefit to the County. Cortland County reserves the right to accept or reject any or all proposals, to take exception to these RFP specifications, or to waive any formalities. The County specifically reserves the right to negotiate a contract with the selected vendor.

The County is open to evaluating alternative solutions for the development of the site. If the development of the website requires the hiring of sub-contractors, this must be clearly stated in your proposal. Each sub-contractor must be identified (name and address) and the specific tasks they will complete must be identified. Two (2) samples of previous work must be provided.

The structure of Cortland County government consists of approximately 25 departments that range in size from a few staff members to several hundred. The proposed project will provide a new web presence for ALL departments. Additionally, some departments now have database links to outside agencies, and while most have an existing presence on the County's current page, some have websites that are not connected to the main County webpage. There has also been a significant need expressed by all departments to have additional information available via the website. There is considerable need to design and develop an updated County home page, making it easier to navigate and more informative to the residents of Cortland County and others who might visit the page. The vendor awarded the project will work with a primary contact/committee during planning and implementation, but will interact with all departments. **Each proposal MUST include the following items included in the "Specification and Scope" and how they will be accomplished.** If an item below is an additional cost beyond your proposal, please indicate such and the cost associated with it. Please format your response to match the format in the RFQ under the "Specifications and Scope", "Budget" and "Vendor Qualifications" sections.

Specifications and Scope:

- **Page Orientation** – Site will fit and fill all content onto one (1) screen for easy and accessible viewing.
- **Unity of all County Pages** – Certain County departments and organizations maintain their own webpage independent of the www.cortland-co.org banner. All County related sites will now be www.cortland-co.org/department.
- **Mobile Application** – Develop a mobile version of the website that is compatible with all smart phones, tablet devices, and web browsers.
- **Facebook / Social Media** – Built in application for updates for County Facebook page or any other social media platforms.
- **Drop-Down Menus** – Navigation of site through drop-down menus that are situated on a across the homepage. Such menus will provide links to County departments, municipalities, and other related governmental or industry pages.
- **Interactive Calendar** – Calendar placed on the homepage that can be interacted with by users to access relevant meetings agendas and reports, links to relevant outside agencies, and the like.
- **Scrolling Flash News and Pictures** – Banner to be displayed across the top of the webpage that will scroll pictures of various historic landmarks, community hotspots, and scenic views. Furthermore, there will be a ribbon across the top of the page displaying County news and emergency alerts (weather, burn bans, and like incident as determined by the county).
- **Advanced Document Search** – Advanced search option to find documents, ability to search keywords within documents.
- **Employee Page Updates** – Allow for Department Heads and Supervisors, through their unique log-in, to alter the contents of their particular webpage.
- **Surveys/Tests** – Public surveys with data/responses collected and converted for analyzing
- **Customer Services/Support** – Department Heads must have access to initial training and continuous support.

- **Approval Rights** - allow system administrator to establish specific rights and capabilities for internal staff to update content based upon the role they have in updating the website.
- **Automatic expirations** – the ability to set a date for content to automatically expire
- **Document Center** - Upload/download capability, back-end ability to search within
- **E-Notifications** - Electronic subscription, scheduled notifications for email and Social Media sites
- **Facility Management** - Reservations and/or listings
- **Forward To a Friend** - E-Mail extension
- **Intranet/Extranet** - User restricted pages
- **Live Edit** - create and edit pages live from the front end
- **Multi-Lingual Support** – using Google Translate or similar program
- **Online Forms** - Forms/publishing/tracking
- **Online Job Postings and Application** - Applicants can also create an online profile, fill out application and attach additional documents
- **Online Payments** - Secure online transaction by department
- **Photo Center** - Display community photos in a central location on website
- **Printable Pages** - Print-friendly function
- **RFP/RFQ/Bid Posting** – allow for easy posting of bids to the site and tracking of downloads
- **Site Search** - Internal site search engine, site search log
- **Site Statistics** - Analytics and site audit reports
- Contractor agrees to adhere to all county information security policies.
- An interactive GIS Map Viewer used to display hundreds of maps and GIS layers, created internally. *(optional – please provide cost and implantation)*

- Final product, including domain name is the property of the County, even if hosted by the Vendor

Budget:

The proposed budget must encompass all initial design, production, hosting, site maintenance, software purchases necessary for the development and maintenance of the website (see Exhibit B). Please provide pricing for the following:

- Complete Website Consultation, Design and Hosting.
- Initial Training
- Maintenance per year.
- Hosting per year.

Vendor Qualifications:

The County of Cortland will evaluate vendor experience, qualifications and capabilities for developing and implementing a new County website. The desired qualifications are outlined below. Responders are required to submit a written narrative corresponding to each of the underlined section items:

Introduction

- Overview and summary of how your company will assist the County in reaching our website goals

Company Profile

- Company overview and history
 - How long has the company been in business
 - Number of current employees
 - Examples of other municipal clients
- Capabilities of company - Why should your company be chosen

Project Development Approach

- Average timeline
- Detailed explanation of all project phases including consultation, design, development, training, implementation
- Statement that website will meet Accessibility Compliance requirements
- Training options
- What role the County will play in the project

Scope of Work

- Project phase deliverables
- What will be expected of the County
- What the County can expect from the company

Municipal Website Design Experience

- References (minimum three references, including all contact information below)
 - Client name
 - Website URL
 - Client contact person and title
 - Phone
 - Email address

Hosting and Security (describe all available)

- Data Center
 - Minimum requirements: reliable data center, managed network infrastructure, on-site power backup and generators, multiple telecom/network providers, redundant network, secure facility, 24/7/365 monitoring
- Hosting
 - Minimum requirements: automated software updates, server management and monitoring, multi-tiered software architecture, software updates and security patches, database updates and security patches, antivirus management and updates, server-class hardware, redundant firewall solutions, high performance SAN with N+2 reliability
- Bandwidth
 - Minimum requirements: multiple network providers, burst bandwidth of at least 22Gb/s
- Disaster Recovery
 - Minimum requirements: 24/7 emergency support, on-line status monitor, event notification emails, recovery time objective of at least 8 days, recovery point objective for at least 24 hours, pre-emptive monitoring for disasters, multi geographic region redundant back up data center
- DDoS Mitigation
 - Minimum requirements: defined DDoS attack process including the ability to identify the attack source and type of attack, the ability to monitor the attack for a threshold and a plan once threshold is reached
- Upgradable security packages

Support and Maintenance (describe all available)

- System ownership
- Ongoing training opportunities and availability of robust, self-service documentation and technical support (videos and training manuals, etc.)
- Availability of continued communications post website implementation (with consultants and support staff)
- Support services - emergency and non-emergency situations

Additional Products offered

- Give brief descriptions of other products offered by the company.

Submission Requirements:

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

- A. Name, contact, address, telephone and fax number, and e-mail of your firm.
- B. Implementation Measures/Solutions to all items referenced above in “Specifications and Scope.”
- C. Qualifications of firm, including but not limited to: firm’s history and number of years in business. Copy of current Business Certificate of Authority in NYS, W9.
- D. Provide all necessary licenses, permits and certifications relating to the necessary qualifications for this RFP. Subsequent contract, if awarded, will require proof of Worker’s Compensation Insurance, as well as Liability Insurance naming the County an additionally insured party.
- E. Completed and signed Schedule of Fees form attached to this RFP as Exhibit B.
- F. Completed Drug Free Workplace form attached to this RFP as Exhibit C.
- G. Acknowledgement page of agreement to abide by Appendix A – NYS Standard Clauses for New York State Contracts.
- H. References: All qualified firms must submit a list of at least three firms, organizations, or major customers to whom they have provided services within the past five years. Along with this information should be supplied the name, address and phone number of each reference listed. Letters of recommendation and references from other municipalities or public agencies are preferred.

- I. Information on any pending litigation against the firm or any of its principals as it relates to the services provided by the firm.
- J. Any other information you feel is appropriate to assist in the selection process.

EXHIBIT B – FEE/PAYMENT SCHEDULE

- 1. Hourly employee rate: _____
- 2. Estimated employee hours: _____
- 3. Professional/Administrative/Other fees: _____
- 4. Total Project Cost: _____
- 5. Annual Maintenance Costs: _____

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. Invoices shall be sent to Jeremy Boylan, Clerk of the Legislature, 60 Central Ave., Cortland, NY 13045

WORK TERMINATION

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) The CONTRACTOR refuses or fails to prosecute the work or any part thereof with due diligence; or
- (C) The CONTRACTOR fails to make prompt payment to persons supplying labor for the work; or
- (D) The CONTRACTOR fails or refuses to comply with all applicable laws or ordinances; or
- (E) The CONTRACTOR violates any provision of the Contract with the County.
- (F) 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.
- (G) COUNTY may terminate this contract upon thirty (30) days written notice to the CONTRACTOR if deemed in the best interest of the COUNTY.

EXHIBIT C – 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 D – 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 E: NON COLLUSIVE BILLING 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 _____, 2015 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 F - 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 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 Technology Law Section 208).

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by

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

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

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

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

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

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

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

Checklist of documents to be returned with bid:

- _____ Exhibit B: Schedule of Fees
- _____ Exhibit C: Drug Free Workplace
- _____ Exhibit D: Acknowledgement and Agreement to Comply with Standard Clauses for New York State Contracts
- _____ Exhibit E: Non-Collusive Bidding Certification Required by Section 139-D of the State Finance Law
- _____ Exhibit F: Conflict of Interest Disclosure

- _____ W9
- _____ 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