

STANDARD CONTRACT PROVISIONS

- A. Standard Clauses for New York State Contracts
- B. Non-Collusive Bidding Certification
- C. MacBride Fair Employment Principles
- D. Business Participation Opportunities for Certified Minorities and Women on State Contracts
- E. Vendor Responsibility Questionnaire
- F. Summary of Department and Authority Policy Regarding State Finance Law §§139-j and 139-k
- G. Vendor/Contractor Certification of Compliance Pursuant to State Finance Law §139-k, subd. 5
- H. Vendor/Contractor Affirmation of Understanding and Agreement Pursuant to State Finance Law §139-j, subd. 6. b.
- I. Executive Order Number 127
- J. Contractor Certification Tax Law Section 5-a
- K. Contract Termination

Introduction

This attachment contains standard contract provisions which are required by New York law to be included in all agreements entered into by the New York State Department of Agriculture and Markets (the “Department”) and/or the New York State Energy Research and Development Authority (the “Authority”), collectively the “Grantors”.

If this attachment is part of an invitation for bids, request for proposals or solicitation of interest, it must be completed by you, signed and returned with your bid, proposal or expression of interest. If you do not submit the completed and signed attachment, your bid, proposal or expression may be determined to be “non-responsive” and your submission may not be considered.

Each part of this attachment is briefly described below, *but* you must read each part to understand what it says and how it applies to you.

You must sign and date each part in the space provided.

Appendix A

Appendix A is prepared by the New York State Attorney General and includes provisions of New York law and policy which may affect your performance under the contract.

Read Appendix A and sign and date it on page A-5.

Non-Collusive Bidding Certification

New York requires that you certify under the penalty of perjury that your bid or proposal price was arrived at independently.

Read the Non-Collusive Bidding Certification and sign and date it on page B-1.

MacBride Fair Employment Principles

New York requires that if you have business operations in Northern Ireland you will conduct those operations in compliance with MacBride Principles.

Read the MacBride Fair Employment Principles, answer the questions and sign and date it on page C-1.

Business Participation Opportunities for Certified Minorities and Women on State Contracts (MWBE)

The State of New York requires that parties to State contracts make an affirmative effort to involve certified minority and women owned businesses (MWBE) in those contracts. You must either show MWBE participation in the contract, or seek a waiver from of requirement from the Department and/or Authority.

Read the MWBE notice and sign and date it on page D-2.

Vendor Responsibility

New York law requires that contracts be awarded to responsible contractors. Responsibility is determined by examining four general areas: does the contractor possess integrity; has the contractor acceptably performed other governmental contracts; is the contractor legally capable of performing the contract and is the contractor financially and organizationally capable of performing the contract? The vendor responsibility questionnaire is prepared by the State Comptroller's Office and information and questions in it are aimed at obtaining sufficient information so that a decision can be made about whether or not a contractor is responsible.

The vendor responsibility questionnaire applies to all contractors and includes a certification which you must sign before a notary that the information in the questionnaire is truthful, accurate and complete.

You must complete the questionnaire and sign the certification on the last page of the questionnaire.

Summary of Policy Regarding State Finance Law Section 139-j and 139-k

New York restricts contacts by vendors and contractors, during the procurement process, with the State agency or public authority which issued the invitation for bids, request for proposals or expression of interest.

A Summary of that policy is on page F-1.

Read the Summary and sign and date it on page F-1.

Vendor/Contractor Certification State Finance Law Section 139-k, subd. 5

State Finance Law §139-k requires that you disclose if you have, within the past four (4) years been found to be “not responsible” because you made inappropriate contacts with procurement issuers, or you provided them with false information.

That Section also requires that you certify your responses to those inquiries – which are in the Vendor/Contractor Responsibility Questionnaire – are complete, true and accurate.

Read the Certification and sign and date it on page G-2.

Vendor/Contractor Affirmation State Finance Law Section 139-j, subd. 6. b.

State Finance Law §139-j requires that a vendor/contractor affirmatively agree to comply with the lobbying (contact) restrictions applicable to the State procurement and contract process.

This means that during the process you may only contact the person designated by the Grantors as the “Contact Person”.

Read the Affirmation and Agreement and sign and date it on page H-2.

Executive Order 127

Executive Order 127 requires that you disclose to the Grantors whether you were found to be “not-responsible” because you did not disclose that you had retained a person or organization to influence award of a contract to you.

Read the Disclosure, answer the questions and sign and date it on page I-3.

Certification – Tax Law Section 5-a

If you meet certain thresholds, New York Tax Law §5-a requires that you register with the New York State Department of Taxation and Finance.

The thresholds are set out in Form ST-220 and its instructions on pages J-2 through J-7.

Read the form and complete it if you are covered. If you are not covered, place an “X” in the box in Part I.

Sign and date the form on page J-3 and complete the appropriate acknowledgment on page J-4.

Contract Termination

This provision authorizes the Grantors to terminate its contract with you if any of the information you provided in the documents making up the Standard Provisions is intentionally incomplete or intentionally false.

If contract termination is proposed, you will be notified and given an opportunity to explain why you believe the contract should not be terminated.

Read Contract Termination and sign and date page K-1.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

TABLE OF CONTENTS

1. **Executory Clause**
2. **Non-Assignment Clause**
3. **Comptroller's Approval**
4. **Workers' Compensation Benefits**
5. **Non-Discrimination Requirements**
6. **Wage and Hours Provisions**
7. **Non-Collusive Bidding Certification**
8. **International Boycott Prohibition**
9. **Set-Off Rights**
10. **Records**
11. **Identifying Information and Privacy Notification**
12. **Equal Employment Opportunities For Minorities and Women**
13. **Conflicting Terms**
14. **Governing Law**
15. **Late Payment**
16. **No Arbitration**
17. **Service of Process**
18. **Prohibition on Purchase of Tropical Hardwoods**
19. **MacBride Fair Employment Principles**
20. **Omnibus Procurement Act of 1992**
21. **Reciprocity and Sanctions Provisions**
22. **Purchases of Apparel**

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 previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment 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 \$15,000 (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 \$30,000 (State Finance Law Section 163.6.a).

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, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital 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.

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) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, 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 New York State's Central Accounting System by the Director of Accounting Operations, 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, 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:

(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, 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; or (iii) banking services, insurance policies or the sale of securities. 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 Governor's Office 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 State Finance Law §165. (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
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220

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
30 South Pearl St -- 2nd Floor
Albany, New York 12245
<http://www.empire.state.ny.us>

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. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

CONTRACTOR'S NAME

SIGNATURE

DATE:

B. Non-Collusive Bidding Certification

NON-COLLUSIVE BIDDING CERTIFICATE

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

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

(Contractor's Signature)

C. MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No ___

if yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No ___

(Contractor's Signature)

(Name of Business)

D. Business Participation Opportunities for Certified Minorities and Women on State Contracts

New York State affirmatively assists the growth and development of businesses owned and controlled by women and minorities by requiring that State agencies and public benefit corporations make meaningful participation in contracts and purchases available to certified women and minority-owned business. The Grantors implement this policy by establishing a goal for women and minority-owned participation based upon the value of the contract or purchase. A prospective contractor or supplier must make a good faith effort to meet the established goal, which is a percentage of the value of the contract or purchase. For all Department or Authority contracts and purchases the goal is one percent (1%) of the contract or purchase value if the contract or purchase is worth \$25,000.00 or more.

If your bid or proposal is \$25,000.00 or more, you must make a good faith effort to have a certified or woman or minority-owned business participate with you in the contract. The participation must be valued at 1% or more. A list of certified minority and women-owned business is available at the website of Empire State Development, www.empire.state.ny.us. You can also call for information at 1-800-782-8369 or write to Empire State Development, 30 South Pearl Street, Albany, New York 12245.

If you show that you have made a good faith, but unsuccessful, effort to obtain minority and women participation, you may be granted a waiver by the contracting agency. To request a waiver you must document, in writing, the steps you took in trying to obtain minority and women-owned business participation. At a minimum, you must show that you contacted certified minority and women-owned businesses, which could participate in the contract or that there are no certified minority and women-owned businesses available to participate.

A copy of Executive Law 15-A (MWBE regulations) is on file and can be viewed at the State Department Business Office.

**YOU MUST COMPLETE THE FOLLOWING PAGE
AND RETURN IT WITH YOUR BID OR PROPOSAL**

Participation

The following certified minority or woman-owned business(es) will participate in the contract:

Name: _____

Address: _____

Phone Number: _____

Participation and estimated value: _____

Name: _____

Address: _____

Phone Number: _____

Participation and estimated value: _____

Waiver Request

A waiver is requested because (explain the basis for the request):

Signature

E. VENDOR RESPONSIBILITY QUESTIONNAIRE

INSTRUCTIONS:

The Grantors are required by New York State law to conduct a review of a prospective contractor to provide reasonable assurances that the contractor is responsible. This questionnaire is designed to provide information to assist in assessing a contractor's responsibility prior to entering into a contract. Contractor responsibility is determined by a review of each contractor's authorization to do business in New York, business integrity, financial and organizational capacity, and performance history.

Prospective contractors must also disclose whether within the prior 4 years: (a) the contractor has been found to be "not responsible" because the contractor made impermissible contacts with respect to a government procurement (*State Finance Law §139-j, subd. 3; §139-k, subd. 2*) and (b) whether the contractor has been found to be "not responsible" because the contractor intentionally provided false or incomplete information to a government entity with respect to a government procurement.

You must answer every question contained in this questionnaire. Each "Yes" response requires additional information. You must attach a written response that adequately details each affirmative response. The completed questionnaire and attached responses will become part of the procurement record.

The person completing the vendor responsibility questionnaire must be knowledgeable about the contractor's business and operations.

The questionnaire information must be sworn to by an owner or officer of the contractor. **Before you begin, please read the certification requirement at the end of this questionnaire.**

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FILED:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE</i> (if different from above)		10. TELEPHONE NUMBER	11. FAX NUMBER
12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS: <input type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, please provide landlord's name, address, and telephone number below:		13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail	
14. VENDOR'S BUSINESS ENTITY IS (please check appropriate box and provide additional information):			
a) <input type="checkbox"/> Business Corporation	Date of Incorporation	State of Incorporation*	
b) <input type="checkbox"/> Sole Proprietor	Date Established		
c) <input type="checkbox"/> General Partnership	Date Established		
d) <input type="checkbox"/> Not-for-Profit Corporation	Date of Incorporation	State of Incorporation* Charities Registration Number	
e) <input type="checkbox"/> Limited Liability Company (LLC)	Date Established		
f) <input type="checkbox"/> Limited Liability Partnership	Date Established		
g) <input type="checkbox"/> Other – Specify:	Date Established	Jurisdiction Filed (if applicable)	
<ul style="list-style-type: none"> If not incorporated in New York State, please provide a copy of authorization to do business in New York. 			
15. PRIMARY BUSINESS ACTIVITY - (Please identify the primary business categories, products or services provided by your business)			
16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER:			
17. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS AND THE THREE OFFICERS WHO DIRECT THE DAILY OPERATIONS OF THE VENDOR (Attach additional pages if necessary):			
a) NAME (print)	TITLE	b) NAME (print)	TITLE
c) NAME (print)	TITLE	d) NAME (print)	TITLE

A detailed explanation is required for each question answered with a "Yes," and must be provided as an attachment to the completed questionnaire. You must

provide adequate details or documents to aid the contracting agency in making a determination of vendor responsibility. Please number each response to match the question number.

<p>18. IS THE VENDOR CERTIFIED IN NEW YORK STATE AS A (check please):</p> <p><input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women's Business Enterprise (WBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE)?</p> <p>(Please provide a copy of any of the above certifications that apply.)</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>19. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST TEN (10) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? (List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.)</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>20. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST THREE (3) YEARS HAVE SERVED AS:</p> <p>a) An elected or appointed public official or officer? (List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.)</p> <p>b) A full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency? (List each individual's name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates.)</p> <p>c) If yes to item #20b, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the contracting agency? (List each individual's name, business title or consulting capacity and the New York State agency name, and consulting/advisory position with applicable service dates. List each contract name and assigned NYS number.)</p> <p>d) An officer of any political party organization in New York State, whether paid or unpaid? (List each individual's name, business title or consulting capacity and the official political party position held with applicable service dates.)</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>21. WITHIN THE PAST FIVE (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p> <p>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

<p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of:</p> <ol style="list-style-type: none"> 1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law; 2. state or federal environmental laws; 3. unemployment insurance or workers' compensation coverage or claim requirements; 4. Employee Retirement Income Security Act (ERISA); 5. federal, state or local human rights laws; 6. civil rights laws; 7. federal or state security laws; 8. federal Immigration and Naturalization Services (INS) and Alienage laws; 9. state or federal anti-trust laws; or 10. charity or consumer laws? <p>(For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>22. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?</p> <p>(Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied.")</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>23. HAS THE VENDOR (FOR PROFIT AND NOT-FOR PROFIT CORPORATIONS) OR ITS AFFILIATES¹, IN THE PAST THREE (3) YEARS, HAD ANY GOVERNMENTAL AUDITS THAT REVEALED MATERIAL WEAKNESSES IN ITS SYSTEM OF INTERNAL CONTROLS, COMPLIANCE WITH CONTRACTUAL AGREEMENTS AND/OR LAWS AND REGULATIONS OR ANY MATERIAL DISALLOWANCES?</p> <p>(Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>24. IS THE VENDOR EXEMPT FROM INCOME TAXES UNDER THE INTERNAL REVENUE CODE?</p> <p>(Indicate the reason for the exemption and provide a copy of any supporting information.)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>25. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) file returns or pay any applicable federal, state or city taxes? (Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.)</p> <p>b) file returns or pay New York State unemployment insurance? (Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>26. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES¹ WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?</p> <p>(Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>27. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT?</p> <p>(Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>28. HAS THE VENDOR BEEN A CONTRACTOR OR SUBCONTRACTOR ON ANY CONTRACT WITH ANY NEW YORK STATE AGENCY IN THE PAST FIVE (5) YEARS?</p> <p>(List the agency name, address, and contract effective dates. Also provide state contract identification</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

number, if known.)	
29. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹:	<input type="checkbox"/> Yes <input type="checkbox"/> No
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;	
b) received an overall unsatisfactory performance assessment from any government agency on any contract; or	
c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ?	
(Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.)	
30. IN THE PAST FOUR (4) YEARS HAS THE VENDOR OR ANY AFFILIATES:	<input type="checkbox"/> Yes <input type="checkbox"/> No
a) been determined to be "not responsible" because the vendor made impermissible contacts with respect to a government procurement (State Finance Law §139-j)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) been determined to be "not responsible" because the vendor intentionally provided false or incomplete information to a government entity with respect to a government procurement (State Finance Law §139-k)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- has not altered the content of the questions in the questionnaire in any manner;
- has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- is knowledgeable about the submitting vendor's business and operations;
- understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- is under duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business _____ Signature of Owner/Officer _____

Address _____ Printed Name of Signatory _____

City, State, Zip _____ Title _____

Sworn to before me this _____ day of _____, 20____;

Notary Public

Print Name

Signature

Date

F. Summary of Department and Authority Policy Regarding State Finance Law Sections 139-j and 139-k

Pursuant to State Finance Law Sections 139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the Grantors and a vendor/contractor during the procurement process. A vendor/contractor is restricted from making contacts from the earliest notice of intent to solicit bids/proposals through final award and approval of the procurement contract by the Grantors, and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law Section 139-j(3)(a). Designated staff are identified in this solicitation. Department and Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the vendor/contractor pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two such findings within a four year period, the vendor/contractor is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found on the Office of General Services Website at:

<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>.

**G. VENDOR/CONTRACTOR CERTIFICATION OF
COMPLIANCE PURSUANT TO STATE FINANCE LAW
§139-k, subd. 5**

INSTRUCTIONS:

New York State Finance Law (SFL) §139-k, subd. 5 require that every contract award subject to the provisions of SFL §§139-k or 139-j shall contain a certification by the Vendor/Contractor that all information provided to the Department with respect to SFL §139-k is complete, true and accurate.

At the time an Offer or Proposal is submitted to the Grantors, the Vendor/Contractor must provide the following certification that the information it has and will provide to the Grantors pursuant to SFL §139-k is complete, true and accurate including, but not limited to, disclosures of findings of non-responsibility made within the previous four years by any State governmental entity where such finding of non-responsibility was due to a violation of SFL §139-j or due to the intentional provision of false or incomplete information to a State governmental entity.

Vendor/Contractor Certification

I certify that all information provided to the Grantors with respect to State Finance Law §139-k is complete, true and accurate.

Name of Vendor/Contractor: _____

By: _____
(Signature)

Name: _____

Title: _____

Address: _____

Date: _____

H. VENDOR/CONTRACTOR AFFIRMATION OF UNDERSTANDING AND AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j, subd. 6. b.

INSTRUCTIONS:

Pursuant to State Finance Law §§139-j and 139-k, this solicitation imposes certain procurement lobbying limitations. Vendor/Contractors are restricted from making contacts during the procurement's "Restricted Period" (from the issuance of the solicitation document until the date of the contract's final approval by the State Comptroller) to other than designated staff, unless the contact falls within certain statutory exceptions ("permissible contacts"). Department and Authority employees are required to obtain certain information from Vendors/Contractors and others whenever there is a contact about the procurement during the Restricted Period, and are required to make a determination of the Vendor/Contractor's responsibility that addresses the Vendor/Contractor's compliance with the statutes' requirements. Findings of non-responsibility result in rejection of contract award, and if an Vendor/Contractor is subject to two non-responsibility findings within four years the Vendor/Contractor also will be determined ineligible to submit a proposal on or be awarded a contract for four years from the date of the second non-responsibility finding. Further information about these requirements can be found at:

<http://www.ogs.state.ny.us/aboutOGS/regulations/defaultAdvisoryCouncil.html>.

As a prerequisite for participating in this procurement, a Vendor/Contractor must provide the following Affirmation of Understanding and Agreement to comply with these procurement lobbying restrictions in accordance with State Finance Law §§139-j and 139-k.

Vendor/Contractor Affirmation and Agreement

The Vendor/Contractor affirms it understands the procurement lobbying requirements set forth in State Finance Law §§139-j and 139-k, and agrees to comply with the Grantors' guidelines regarding permissible Contacts as required thereby.

Name of Vendor/Contractor: _____

By: _____
(Signature)

Name: _____

Title: _____

Address: _____

Date: _____

I. EXECUTIVE ORDER NUMBER 127

INSTRUCTIONS:

This form shall be completed and submitted with your bid/proposal or offer in accordance with Executive Order Number 127 (EO 127). Failure to complete and submit this form shall result in a determination of non-responsiveness and disqualification of the bid, proposal or offer. If at the time of submission of this form, the specific name of a person authorized to attempt to influence a decision on your behalf is unknown, you agree to provide the specific person's information when it is available. You also agree to update this information during the negotiation or evaluation process of this procurement, and throughout the term of any contract awarded to your company pursuant to this bid/proposal or offer.

Contractor Disclosure of Contacts Form

Name of Contractor: _____

Address: _____

Name and Title of Person Submitting this Form: _____

Is this an initial filing in accordance with Section II, paragraph 1 of EO 127 or an updated filing in accordance with Section II, paragraph 2 of EO 127? (Please circle):

Initial filing

Updated filing

The following person or organization was retained, employed or designated by or on behalf of the Contractor to attempt to influence the procurement process:

Name: _____

Address: _____

Telephone Number: _____

Place of Principal Employment: _____

Occupation: _____

Does the above named person or organization have a financial interest in the procurement? (Please circle) yes no

Contractor Disclosure of Prior Non-Responsibility Determinations

Name of Contractor: _____

Address: _____

Name and Title of Person Submitting this Form: _____

Has any covered agency or authority made a finding of non-responsibility regarding the Contractor in the last five years? (Please circle) yes no

If yes, was the basis of the finding of the Contractor's non-responsibility due to the intentional provision of false or incomplete information required by Executive Order Number 127? (Please circle) yes no

If yes, please provide details regarding the finding of non-responsibility below.

Covered Agency or Authority: _____

Year of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

Has any covered agency or authority terminated a procurement contract with the Contractor due to the intentional provision of false or incomplete information required by Executive Order Number 127? (Please circle) yes no

Contractor Certification of Compliance with Executive Order 127

Contractor certifies that all information provided to the Department/Authority with respect to Executive Order 127 is complete, true and accurate.

Signature: _____ Date: _____

Title: _____

J. CONTRACTOR CERTIFICATION

New York State Tax Law Section 5-a

See Attachment

K. Contract Termination

In addition to, and not in lieu of any other provision of this Contract providing for, or permitting, termination of the Contract by the Grantors, this Contract may be terminated by the Grantors if:

- a. any of the vendor/contractor responses to the Vendor Responsibility Questionnaire are found to be intentionally false or intentionally incomplete;
- b. the vendor/contractor certification with respect to “not responsible” determinations within the last four (4) years based on impermissible contacts or the intentional provision of false or incomplete information to a government entity (State Finance Law §§139-j; 139-k) is found to be intentionally false or intentionally incomplete;
- c. the vendor/contractor affirmation with respect to the procedures relating to permissible contacts during the procurement is found to be intentionally false;
- d. the vendor/contractor representations with respect to Executive Order 127 are found to be intentionally false or intentionally incomplete;
- e. the vendor/contractor responses and representations with respect to Tax Law §5-a are found to be intentionally false or intentionally incomplete.

Upon such funding, the Grantors may exercise this termination right by providing written notification to the vendor/contractor in accordance with the terms of the contract or, if there is no written notification provision in the contract, by mailing written notice to the vendor/contractor at the vendor's/contractor's business address set forth in the contract.

Signature

Date