

NEW YORK STATE
OFFICE OF GENERAL SERVICES
SURPLUS PROPERTY SALE -10 MODULAR OFFICE
TRAILERS LOCATED AT SUNY FREDONIA

**Seller's Disclosure/Bidder's Acknowledgment
of Terms, Conditions, and Other Requirements
Pertaining to the Sale of
NYS Surplus Property Consisting of

10 MODULAR OFFICE TRAILERS LOCATED AT
THE STATE UNIVERSITY OF NEW YORK
AT FREDONIA**

INSTRUCTIONS: The Buyer is required to read this document and all attachments and sign in the space provided in the Buyer's Acknowledgment section below.

1. This document and the attachments hereto contain the terms and conditions of the sale of 10 Modular Office Trailers located at SUNY Fredonia (the Property). Buyer acknowledges receipt of these terms and conditions prior to bidding on the Property.
2. Buyer acknowledges that the Property is being sold by the State of New York, through the New York State Office of General Services (the "State"), on behalf of the State University of New York at Fredonia pursuant to Section 167 of the New York State Finance Law.
3. The Buyer acknowledges that the Property was made available for inspection and is being sold on an "as is" and "where is" basis, with no guarantee expressed or implied by the State. Buyer acknowledges that potential buyers were encouraged to inspect the Property before bidding.
4. Sale will be made to the highest bidder, subject to these terms and conditions. The State reserves the right to reject any or all bids.
5. Sales tax will be charged and collected on the purchase, unless the State is furnished with acceptable proof of exemption at the time of sale.
6. The Specifications for transport/Buyer requirements attached hereto as **Attachment 1** are fully incorporated herein and made a part hereof.
7. **SUNY Fredonia Revocable Permit.** Upon notification by the State, Buyer will execute a State University of New York at Fredonia Revocable Permit in the form set forth in **Attachment 2**, which is fully incorporated herein and made a part hereof. If the Buyer fails to execute a State University of New York at Fredonia Revocable Permit in the form set forth in **Attachment 2**, the State reserves the right to transfer the Property to the next highest bidder able to meet the terms and conditions herein.
8. **Insurance.** Within 48 hours of notification by the State, Buyer shall provide Certificates of Insurance evidencing compliance with the following insurance requirements. Such Certificates shall be of form and substance acceptable to the State.

Compensation and Liability Insurance:

- The Buyer shall procure and maintain, at its own cost and expense, until all work is completed, the following insurances:
 - Worker's Compensation Insurance and Disability Benefits Insurance
 - A General Liability Insurance Policy in the amount of One Million Dollars (\$1,000,000) naming the State University of New York at Fredonia, and the People of the State of New York, as additional insureds covering property damage, personal injury or death arising from Buyer's purchase and/or removal and/or transport of property from State University of New York at Fredonia. Buyer agrees and will send State

University of New York at Fredonia designee a copy of any notice of cancellation of such policy within five (5) business days.

To the College:

State University of New York at Fredonia

Attention: Vice President for Finance and Administration

501 Maytum Hall

280 Central Avenue

Fredonia, New York 14063

- Comprehensive Business Automobile Liability Insurance covering liability arising out of any automobile used in connection with performance under this agreement, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$2,000,000.00 each accident. The limits may be provided through a combination of primary and umbrella liability policies. If performance under this agreement shall require the removal of hazardous waste from the work site or other transporting of hazardous materials, pollution liability coverage for covered autos shall be provided by Form CA 9 48 03 06 or Form CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached to the policy. In the event that the Buyer does not own, lease or hire any automobiles used in connection with performance under this agreement, the Buyer does not need to obtain Comprehensive Business Automobile Liability Insurance, but must attest to the fact that the Buyer does not own, lease or hire any automobiles used in connection with performance under this agreement on a form provided by the State University of New York at Fredonia. If, however, during the term of this agreement, the Buyer acquires, leases or hires any automobiles that will be used in connection with performance under this agreement, the Buyer must obtain Comprehensive Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to the State University of New York at Fredonia within ten (10) days following the date the coverage is bound.

For the Commercial General Liability Insurance and Comprehensive Business Automobile Liability Insurance required below, the Buyer shall cause to be included of each of its policies ISO form CG 20 10 11 85 (or a form or forms that provide equivalent coverage) naming as additional insureds: The People of the State of New York, The New York State Office of General Services, The State University of New York at Fredonia and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to the State University of New York at Fredonia prior to the commencement of work and within three (3) days of request.

If the Buyer fails to submit acceptable proof of insurance to the State, the State reserves the right to transfer the Property to the next highest bidder able to meet the terms and conditions herein.

9. **Payment.** Upon execution of the SUNY Fredonia Revocable Permit and notification from the State that the required Certificates of Insurance have been accepted, Buyer will make payment for the Property.

10. **Iran Divestment Act.** By submission of a winning bid for the purchase of the Property, and upon the State's acceptance of such winning bid, the Buyer has entered into a contract for the purchase of an item of such surplus property (the "Contract"), and hereby certifies that Buyer is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list (the "Prohibited Entities List"), which list is posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>; and further certifies that Buyer will not utilize in connection with such Contract any subcontractor that is identified on the Prohibited Entities List. Buyer also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before NYSOGS may approve a request for Assignment of the Contract.

During the period following the State's award of the sale to Buyer, i.e., during the period agreed upon by the parties for Buyer's removal of the Property, should NYSOGS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, NYSOGS 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 NYSOGS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Buyer in default.

NYSOGS reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List, and to pursue a cancellation of the sale to the Buyer should Buyer appear on the Prohibited Entities List hereafter.

Buyer's Acknowledgment

The undersigned, the winning Buyer of the Property, does hereby acknowledge and accept the disclosures and Terms and Conditions set forth herein. If I am acting in this transaction as an agent or employee of another individual or entity, I also acknowledge that I have authority to act in this matter on behalf of such other individual or entity, and that my acceptance of these disclosures is in this capacity and is binding upon the others I represent.

BUYER: _____
(Print Buyer Name)

Signature: _____

(Print Name of person signing & specify representative capacity, as applicable)

(eBay account user name)

Date: _____, 2015

ATTACHMENT 1

Specifications for Transport / Buyer Requirements

SUMMARY

Work Covered:

- Preparation, packaging, and removal of 10 modular office trailers: see Unit Specifications and drawings attached hereto.
- Removal of but not limited to the following: roofing materials, entry canopies, stairs, ramps, platforms, railings, rain gutters, skirting, blocking, wheels, axles, and trailer framing. Landscaping and electric car charging shed are not included in sale.

Access to Site and Coordination:

- The Buyer shall have limited access to the site.
- The University will coordinate with the Buyer access to and from the site prior to start of work.
- Perform removal and related work so as not to interfere with the University's day-to-day operations.
- Maintain access to existing driveways and walkways.
- Do not close or obstruct driveways and walkways without the permission of the University.
- Notify the University not less than 72 hours in advance of activities that will affect University's operations.

Work Restrictions:

- Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- On-Site Work Hours: Limit work to normal business working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Notify University of any extended hours.
- Tobacco-Free Campus: The State University of New York at Fredonia is a Tobacco-Free Campus and is committed to providing a healthy, comfortable, and safe Tobacco-Free environment for its students, faculty, staff, and visitors.
- Controlled Substances: Use of tobacco products and other controlled substances in the campus is not permitted.
- Employee Identification: Provide identification tags for Buyer personnel working on site.
- Use of University furniture and/or equipment to carry out the work is not permitted.

EXECUTION

Removal and Cleaning:

- All work related to the dismantling and removal of the trailers shall start no later than ten (10) calendar days after the Buyer has remitted payment to the NYS Office of General Services and Buyer shall have removed all trailers and related materials and tools from the site within five (5) business days.
- Selective removal: Storage or sale of removed items or materials on-site is not permitted.
- Before removal, University will remove all utilities at the trailer and all landscaping.
- During removal, provide temporary barricades and other protection required to prevent injury to people and damage to facilities and utilities.
- Clean work area daily and dispose of materials lawfully.
- Do not hold waste materials more than two days.
- Remove liquid spills promptly.

TEMPORARY POWER, WATER, and SANITARY FACILITIES

Temporary Power:

- Electrical energy, as/if it exists within the work area, will be available at no cost to the Buyer from existing outlets or panels from locations approved by the University.
- This power may be used for small power tools etc., and the Buyer shall not exceed the capacity of the existing circuits being used.
- The Buyer shall be responsible for providing all necessary connections, cables, etc., and removal of same at completion of removal of the trailers

Temporary Water:

- Water for trailer removal is available through the University system without charge to the Buyer from locations designated by the University.

Temporary Sanitary Facilities:

- The Buyer will be permitted to use existing toilet facilities as designated by the University provided the existing facilities are not misused, defaced, or left in an unsanitary condition.
- If the University deems that the existing facilities have been misused or left unsanitary, the Buyer shall be informed and caused to install and maintain (at its own cost) temporary, sanitary facilities at approved location. The Buyer shall also be held responsible for the cost of cleaning and repairing any damage to said existing facilities and adherence to health and sanitary codes of the State of New York.

TRANSPORT OF TRAILERS

Federal and New York State Transportation Requirements:

- Buyer is solely responsible for all Federal and New York State permits, regulations and traffic laws.
- Buyer is solely responsible for US DOT number guidelines.
- Buyer is solely responsible to contact counties for additional permits for travel on their roadways.
- Buyer is solely responsible for all Federal and State DOT fees.

PROTECTION OF RIGHTS AND PROPERTY

Accident and Accident Prevention:

- The Buyer shall at all times take reasonable precautions for the safety of persons engaged in the performance of the work.
- The Buyer shall comply fully with all applicable provisions of the laws of the State of New York and OSHA and with all valid rules and regulations thereunder.
- The Buyer shall be aware of the applicable rules and regulations, codes and bulletins of the New York State Department of Labor.
- The Buyer shall be aware of the applicable rules and regulations, codes and bulletins of the New York Department of Transportation.

Adjoining Property:

- The Buyer shall be required to protect all the adjoining property and to repair or replace any such properties damaged or destroyed by it, its employees, or subcontractors.

Emergencies:

- In case of an emergency, which threatens loss or injury to persons or property, the Buyer will be allowed to act, without previous instructions from the University, in a diligent manner to the extent required to avoid or limit such loss or injury.
- The Buyer shall notify the University immediately thereafter of the action taken by it and of such emergency.

Fire Safety:

- The Buyer shall provide all required U.L. approved equipment i.e. fire extinguishers and safety measures against fire.
- The Buyer shall insure that all flammable/combustible liquids are in proper containers and within 50 feet of structures.
- The Buyer shall insure that all compressed gases are properly stored and used.
- In the event of a fire, no matter of the extent the Buyer shall contact University Police.

Risks Assumed by the Buyer:

- The Buyer solely assumes the following risks whether they arise from acts or omissions (whether negligent or not and whether supervisory or otherwise) of the Buyer, of the University, of third person or from any other cause, including unforeseen obstacles and difficulties which may be encountered in the prosecution of the work.
- The Buyer solely assumes the risk of loss or damage, direct or indirect to the work, or any plant, equipment, tools, materials or property furnished, used, installed or received by the University, or by the Buyer, or any sub-Buyer or worker performing services or furnishing materials or equipment.
- The risk of claims, just or unjust, by third persons against the Buyer, the State of New York, or the State University of New York on account of wrongful death, bodily injuries and property damage, direct or consequential, loss or damage of any kind whatsoever arising or alleged to arise out of or as a result of or resulting from the performance by the Buyer of the work performed (whether actually caused by the result of or resulting from the performance of the work agreement) or out of or in connection with the Buyer's operations or presence at or in the vicinity of the work site. The Buyer shall bear such risk for all such deaths, injuries, damages or losses sustained or alleged to have been sustained prior to the completion of the work. The Buyer shall also bear the risk of claims for wrongful death occurring subsequent to said final work provided such death is caused, contributed to or is a consequence of bodily injuries sustained or alleged to have been sustained prior to said final work.
- The Buyer shall indemnify and save harmless the State of New York, the State of New York and the State University of New York, their trustees, officers, agents or employees against all claims described above and for all costs and expenses incurred by them in the defense, settlement or satisfaction thereof, including attorney's fees and court costs. If so directed, the Buyer shall at its own expense defend against such claims, in which event it shall not, without obtaining expressed advance permission from Counsel of the University, raise any defense involving in any way jurisdiction of the tribunal over the University, governmental nature of the University or the provisions of any statutes respecting suits against the University.
- Neither the University's nor Buyers final acceptance of the work nor the making of any payments release the Buyer from obligations under this section.

FREDONIA ADMINISTRATIVE OFFICE COMPLEX TRAILER

Unit Specifications - Unit No: 592138

Main Specifications

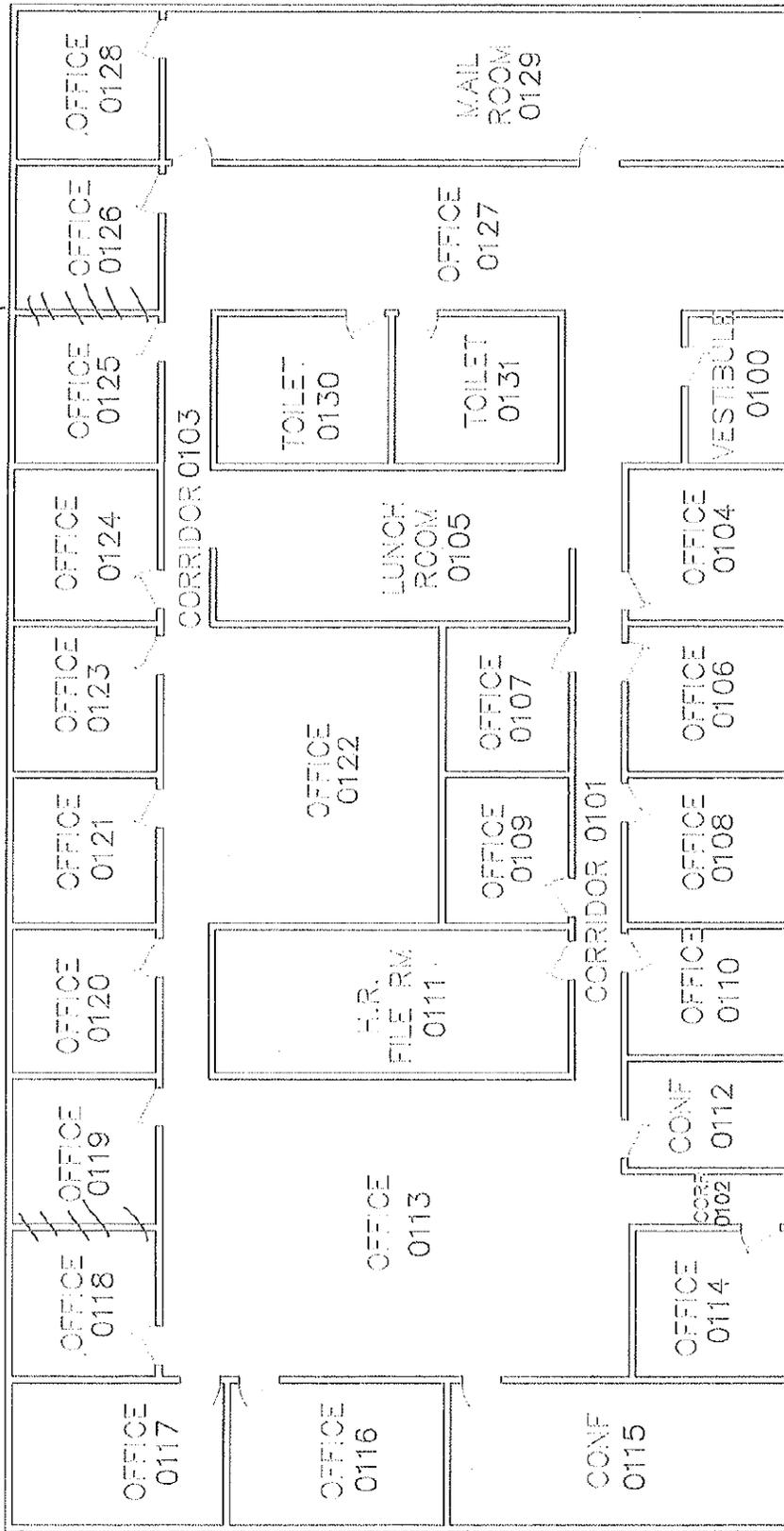
Unit Number: 592138
Branch ID/Name: 455 / BRISTOL
Class: EPLX – E-PLEX (SMART SPACE) MULTI
Size: 60' x 12' x 13'9" (L x W x H)
State Seals:
Serial Number: 54858K
Manufacturer Name: PLH – PENN LYON HOMES INC
Year Built: 2002

Detail Specifications

Data Plate: WIND LOAD~34psf~ROOF LOAD~45psf~
FLOOR LOAD~50psf FIRE RATING~1 hr int wall
BOCA/NBC~NY~MA~OTHER~CT, DE, NJ, PA (L&I comp), RI, VA,
WV, NY
Building Code: (local)
Occupancy Class: BUSINESS
Usage: GENERAL USE
Electrical Panel: INTERIOR MOUNT~220/240V~150 AMP~1 PHASE
HVAC Type: WALL/END MOUNT
A/C Rating: 3 TON
Heat: 15 KW
Mfg.: BARD~MODEL #~WA36
Exterior Finish: SMARTPANEL
Exterior Color: GREY
Interior Finish: VINYL COVERED GYPSUM
Interior Color: GREY
Floor Covering: CARPET
Exterior Doors: STEEL~OTHER~36"x80"
Locks Hardware: PANIC~LEVER HANDLE
Windows: OTHER~3x5 fixed
Window Frame: WHITE – VINYL
Window Glazing: CLEAR
Ceiling: T-GRID/DROP~OTHER~8' height
Roof: EPDM/RUBBER
Lighting: RECESSED
Water heater: TANK
Frame Type: PERIMETER
Axles: # OF AXLES~4
Hitch Type: DETACHABLE
Restroom: # OF RESTROOMS ~3~ HANDICAP ~ #TOILETS ~4~ #URINALS~2~
BASINS~5
Built in furniture: NONE
Misc./Options: NONE
Rating: NEW
Private Offices: # OF OFFICES~23

Interiors wall removed

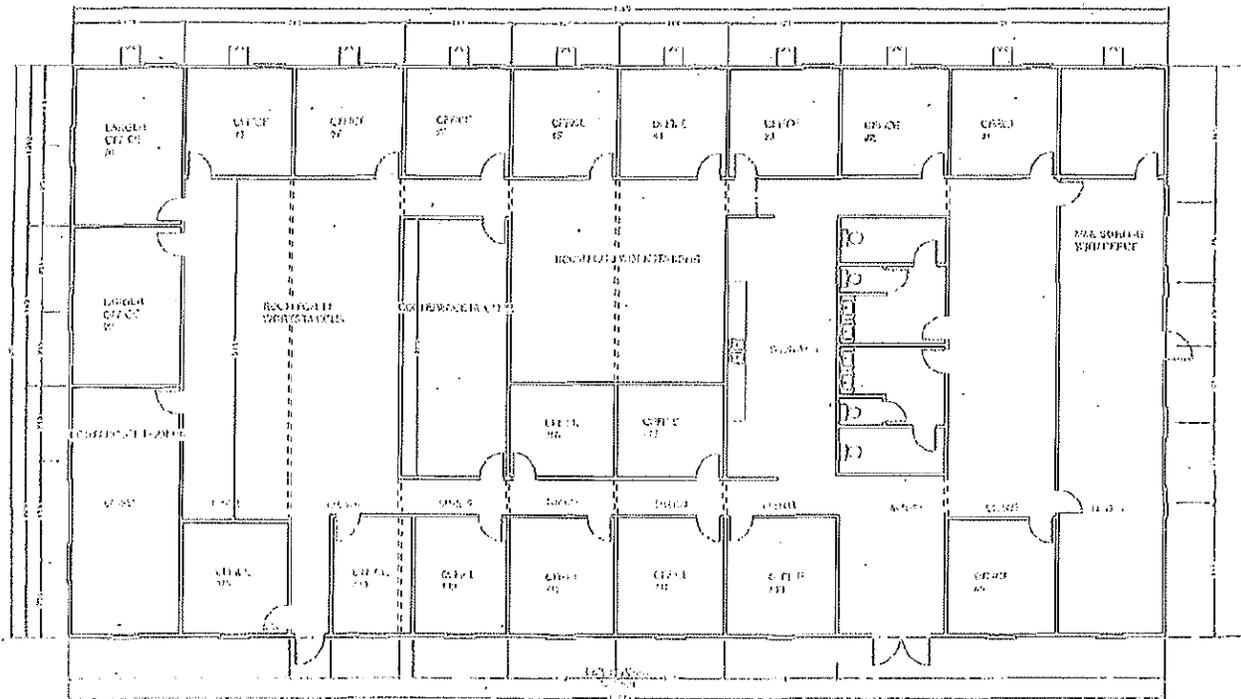
Interiors wall removed



OFFICE COMPLEX

0080

June 17, 2009



ATTACHMENT 2

State University of New York at Fredonia
Revocable Permit

State University of New York at Fredonia
Revocable Permit

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the STATE UNIVERSITY OF NEW YORK, an educational corporation organized and existing under the laws of the State of New York, and having its principal place of business located at State University Plaza, Albany, New York 12246, hereinafter referred to as "State University", acting for and on behalf of the SUNY Fredonia at 280 Central Ave. , Fredonia, New York 14063, hereinafter referred to as the ("College"), and _____, having its principal place of business located at _____, hereinafter referred to as ("the Permittee").

W I T N E S S E T H:

WHEREAS, the Permittee will be conducting an on-campus activity which requires certain facilities; hereinafter referred to as the ("activity" or "event", as appropriate), and

WHEREAS, State University has such facilities available at the College, and

WHEREAS, the parties desire to enter into an agreement whereby State University will make such facilities available to the Permittee for the event.

NOW, THEREFORE, be it known that a revocable permit is hereby granted to the Permittee, subject to the terms and conditions as hereinafter provided, to use the facilities and services designated in "Exhibit B" on the date(s) and at the times specified thereon.

1. State University shall supply all ordinary and necessary water, gas, electricity, light, heat and sewerage facilities for the premises. Unless specifically indicated otherwise in Exhibit B, no telephone service shall be provided by State University to Permittee hereunder.
2. The Permittee shall take good care of the premises, fixtures and appurtenances to preserve the premises in good order and condition.
3. Upon the prior written approval by State University, the Permittee may use other areas of the College Campus upon the same terms and conditions as provided herein.
4. The Permittee agrees to provide the College with a copy of its (Incorporation Papers or Receipt of Filing as a nonprofit agency or a commercial entity filed with the Secretary of State, or Papers Filed with the appropriate County Clerk for Conducting Business in its Name).
5. In consideration of the facilities and services to be provided by State University as enumerated herein, the Permittee agrees to reimburse State University in accordance with the costs or services stipulated on the attached EXHIBIT "C" and any other extraordinary costs incurred by the College to meet the requirements of the Permittee. Payment shall be made by the Permittee upon receipt of an official billing statement from the College. The form and manner of presentation of the statement shall be mutually agreed upon by the Permittee and the College.
6. The Permittee shall be responsible for any and all damages or loss by theft or otherwise of property whether such property shall belong to State University or to others, and for injury to persons (including death) which may in any way result from the operation or conducting of the event, or may be caused by any of the persons involved in the event, whether or not directly caused by the Permittee.
7. The Permittee shall be responsible for and shall maintain good discipline and proper behavior on the part of all persons in any way involved with the event and agrees to remove any personnel involved in the event whose actions, or failure to act, shall in the sole judgment of State University, after consulting with the Permittee, be deemed to be detrimental to State University.
8. In addition to the authority of State University of New York under paragraph 22, if, in the judgment of State University, activities of any personnel in any way involved in the event should be such that State University,

after consultation with the Permittee, shall determine that the continuation of the event for the then remaining period covered by this agreement shall be contrary to the best interest of State University, State University may terminate this agreement without liability of any kind whatsoever therefore, and the Permittee and all personnel so involved shall be thereupon removed from State University premises.

9. This agreement shall be interpreted according to the laws of the State of New York. The Permittee shall comply with established University and College regulations and policies and with all laws, rules, orders, regulations, and requirements of Federal, State and municipal governments applicable thereto including the provisions contained in the rider attached hereto and made a part hereof as EXHIBIT "A". If necessary, Permittee shall obtain and keep in force at its sole cost and expense, any permits or licenses which may be required by any local, State or Federal Governmental body.
10. The Permittee agrees that the issuance of this permit shall in no way diminish the statutory authorization of State University to possession, pursuant to the Education Law, of the State controlled property to which this permit relates; nor shall the dominion and control by State University over the said State property be in any way diminished.
11. The Permittee specifically agrees that this permit does not create the relationship of landlord and tenant between State University and the Permittee regarding the use of the State controlled property to which this permit relates.
12. The Permittee specifically agrees that this permit shall be void and of no further force and effect upon any use of the State controlled property to which this permit relates which is inconsistent with State Law or which in any way conflicts with the purposes or objectives of State University.
13. Upon removal from said premises, the Permittee shall, at its sole cost and expense, restore the premises as nearly as possible to the condition in which these premises were in when the use by the Permittee began, other than ordinary wear and tear to the premises.
14. The Permittee shall have the right, so long as this permit shall remain in force, to enter upon said State lands for the purpose of maintaining, operating and using facilities designated in Exhibit B.
15. The Permittee specifically agrees not to hold itself out as representing the State of New York or State University of New York in connection with the use of the State-owned property to which this permit relates, nor shall the name of the State of New York or the State University of New York be used by Permittee for any purpose without prior approval of the State University.
16. The Permittee assumes all risk incidental to the use of said facilities and shall be solely responsible for any and all accidents and injuries to persons and property (including death) arising out of or in connection with the event, use of facilities, its appurtenances and the surrounding grounds and hereby covenants and agrees to indemnify and hold harmless the People of the State of New York and the State University of New York from any and all claims, suits, actions, damages and costs of every nature and description arising out of or relating to the use of the facilities, its appurtenances and the surrounding grounds or the violation by said Permittee, its agents, employees or contractors of any law, code, order, ordinance, rule or regulation in connection therewith. The Permittee further agrees, on being requested to do so, to assume the defense and to defend, at its own cost and expense, any action brought at any time against the People of the State of New York and/or the State University of New York in connection with the claims, suits and losses, as aforesaid.
17. The Permittee agrees to provide the college with a liability insurance policy in the amount of **One Million Dollars (\$1,000,000.00)** naming the State University of New York, and the People of the State of New York, as additional insureds covering property damage, personal injury or death arising out of the use of University facilities. The Permittee further agrees to send the college designee cited in paragraph 19 of this Permit, a copy of any notice of cancellation of such policy, renewal policy or new policy naming such campus, as an additional insured, within five (5) business days.

The Permittee further agrees to provide the college with proof of comprehensive business automobile liability insurance covering liability arising out of any automobile used in connection with performance under this agreement, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$2,000,000.00 each accident

18. The Permittee specifically agrees that if this permit is cancelled or terminated for any reason, the Permittee shall have no claim against the State of New York nor its officers and employees, and the State of New York, its officers and employees shall be relieved from any and all liability.

19. Any notice to either party hereunder must be in writing signed by the party giving it and shall be served either personally or be registered mail addressed as follows:

TO THE COLLEGE:

Vice President for Finance and Administration
State University of New York at Fredonia
501 Maytum Hall
280 Central Ave.
Fredonia, New York 14063

TO THE PERMITTEE:

Or to such other addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.

20. This agreement constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded, provided that the Seller's Disclosure/Bidder's Acknowledgment executed by Permittee for the NYS Office of General Services for the purchase of the Property referenced in Exhibit B shall remain in effect and shall not be superseded.

21. The relationship of the Permittee to State University and the State of New York arising out of this agreement shall be that of independent contractor.

22. The permission hereby granted shall **(be effective for ____ week period or shall continue only during the pleasure of the State University of New York)** and may be revoked at any time without cause. Upon revocation of the permission hereby granted and notice thereof served either in person or by certified mail, return receipt requested, said Permittee shall and will promptly discontinue the use of the premises and shall thereupon remove all of its property from the premises and shall restore the premises to the same condition it was in before use by the Permittee commenced, except that this permit shall terminate _____ in any event, if not sooner revoked. Under no circumstances shall State University of New York be held liable for damages of any kind, either direct or indirect, for termination of this permit.

IN WITNESS WHEREOF, the Permittee has caused this instrument to be sealed and signed by its duly authorized officer, and the State University has caused this instrument to be executed by its duly authorized officer.

STATE UNIVERSITY OF NEW YORK AT FREDONIA

By: _____

Campus President or Authorized Designee

Date: _____

PERMITTEE: _____

By: _____
Official Representative of Permittee

Date: _____

State University of New York

Notary Acknowledgement

(ACKNOWLEDGEMENT BY INDIVIDUAL)

STATE OF NEW YORK)

COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally
came _____, to me known and known to me to be the person described in and who
executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

(ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION)

STATE OF NEW YORK)

COUNTY OF _____) SS.:

On this _____ day of _____ 20____, before me personally
came _____ to me known and known to me to be the person who executed
the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of
the firm of _____ and that he/she executed the
foregoing instrument in the firm name of _____
_____, and that he/she had authority to sign
same, and he/she did acknowledge to me that he/she executed the same as the act and deed of said firm of
_____, for the uses and purposes mentioned
therein.

(ACKNOWLEDGEMENT BY CORPORATION)

STATE OF NEW YORK)

COUNTY OF _____) SS.:

On this _____ day of _____ 20____, before me personally came _____ to me known, who duly being sworn, did depose and say that he/she resides in _____; that he/she is the _____ of the _____

_____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

EXHIBIT A

Standard Contract Clauses

State University of New York

February 11, 2014

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

1. EXECUTORY CLAUSE. In accordance with

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

2. PROHIBITION AGAINST ASSIGNMENT Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 138 of the State Finance Law from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in the contract without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of a contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor's its business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 138 of the State Finance Law, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

3. COMPTROLLER'S APPROVAL. (a) In accordance with Section 112 of the State Finance Law, Section 355 of New York State Education Law, and 8 NYCRR 316, Comptroller's approval is not required for the following contracts: (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing; and (vii) goods for State University health care facilities, including contracts for goods made with joint or group purchasing arrangements.

(b) Comptroller's approval is required for the following contracts: (i) contracts for services not listed in Paragraph (3)(a) above made by a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$250,000; (ii) contracts for services not listed in Paragraph (3)(a) above made by a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$50,000; (iii) contracts for services not listed in Paragraph (3)(a) above made by health care facilities not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$75,000; (iv) contracts whereby the State University agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000; (v) contracts for real property transactions if the contract value exceeds \$50,000; (vi) all other contracts not listed in Paragraph 3(a) above, if the contract value exceeds \$50,000, e.g. SUNY

acquisition of a business and New York State Finance Article 11-B contracts and (vii) amendments for any amount to contracts not listed in Paragraph (3)(a) above, when as so amended, the contract exceeds the threshold amounts stated in Paragraph (b) herein. 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.

(c) Any contract that requires Comptroller approval shall not be valid, effective or binding upon the State University until it has been approved by the Comptroller and filed in the Comptroller's office.

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 SUNY of any SUNY-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 on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, 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 its knowledge and belief 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 it to SUNY 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 (2 NYCRR 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 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, 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 SUNY and its representatives and entities 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. SUNY 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 SUNY 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, SUNY's or the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

Identification Number(s). Every invoice or New York State Claim for Payment submitted to the State University of New York 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 University of New York 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 State University of New York 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.**

(a) 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:

(1) 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;

(2) at SUNY's request, 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

(3) 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.

(b) Contractor will include the provisions of "1", "2" and "3", 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 sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. SUNY 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, SUNY 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 Exhibit A, the terms of this Exhibit 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 Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, 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 Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have 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(5) of the 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, NY 12245
Tel: 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 SUNY;

(b) The Contractor has complied with the Federal Equal Employment 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 Search 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 SUNY may seek to obtain offset credits from foreign

countries as a result of this contract and agrees to cooperate with SUNY 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 of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the NYS Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, 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, the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

24. **PURCHASES OF APPAREL AND SPORTS EQUIPMENT.**

In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

25. **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.

26. **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

SUNY 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 SUNY determines that such action is in the best interests of the State.

27. **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.

THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY

28. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

29. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

EXHIBIT – B

SCOPE OF WORK

BEGIN DATE: _____

TERM DATE: _____

Specifications for transport - Permittee requirements

Work Covered:

- Preparation, packaging, and removal of 10 modular office trailers: see Unit Specifications and drawings attached hereto.
- Removal of but not limited to the following: roofing materials, entry canopies, stairs, ramps, platforms, railings, rain gutters, skirting, blocking, wheels, axles, and trailer framing. Landscaping and electric car charging shed are not included in sale.

Access to Site and Coordination:

- The Permittee shall have limited access to the site.
- The University will coordinate with the Permittee access to and from the site prior to start of work.
- Perform removal and related work so as not to interfere with the University's day-to-day operations.
- Maintain access to existing driveways and walkways.
- Do not close or obstruct driveways and walkways without the permission of the University.
- Notify the University not less than 72 hours in advance of activities that will affect University's operations.

Work Restrictions:

- Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- On-Site Work Hours: Limit work to normal business working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Notify University of any extended hours.
- Tobacco-Free Campus: The State University of New York at Fredonia is a Tobacco-Free Campus and is committed to providing a healthy, comfortable, and safe Tobacco-Free environment for its students, faculty, staff, and visitors.
- Controlled Substances: Use of tobacco products and other controlled substances in the campus is not permitted.
- Employee Identification: Provide identification tags for The Permittee personnel working on site.
- Use of University furniture and/or equipment to carry out the work is not permitted.

EXECUTION

Removal and Cleaning:

- All work related to the dismantling and removal of the trailers shall start no later than ten (10) calendar days after the Buyer has remitted payment to the NYS Office of General Services and the Permittee shall have removed all trailers and related materials and tools from the site within five (5) business days.
- Selective removal: Storage or sale of removed items or materials on-site is not permitted.
- Before removal, University will remove all utilities at the trailer and all landscaping.
- During removal, provide temporary barricades and other protection required to prevent injury to people and damage to facilities and utilities.

- Clean work area daily and dispose of materials lawfully.
- Do not hold waste materials more than two days.
- Remove liquid spills promptly.

TEMPORARY POWER, WATER, and SANITARY FACILITIES

Temporary Power:

- Electrical energy, as/if it exists within the work area, will be available at no cost to the Permittee from existing outlets or panels from locations approved by the University.
- This power may be used for small power tools etc., and the Permittee shall not exceed the capacity of the existing circuits being used.
- The Permittee shall be responsible for providing all necessary connections, cables, etc., and removal of same at completion of removal of the trailers

Temporary Water:

- Water for trailer removal is available through the University system without charge to the Permittee from locations designated by the University.

Temporary Sanitary Facilities:

- The Permittee will be permitted to use existing toilet facilities as designated by the University provided the existing facilities are not misused, defaced, or left in an unsanitary condition.
- If the University deems that the existing facilities have been misused or left unsanitary, the Permittee shall be informed and caused to install and maintain (at its own cost) temporary, sanitary facilities at approved location. The Permittee shall also be held responsible for the cost of cleaning and repairing any damage to said existing facilities and adherence to health and sanitary codes of the State of New York.

TRANSPORT OF TRAILERS

Federal and New York State Transportation Requirements:

- The Permittee is solely responsible for all Federal and New York State permits, regulations and traffic laws.
- The Permittee is solely responsible for US DOT number guidelines.
- The Permittee is solely responsible to contact counties for additional permits for travel on their roadways.
- The Permittee is solely responsible for all Federal and State DOT fees.

PROTECTION OF RIGHTS AND PROPERTY

Accident and Accident Prevention:

- The Permittee shall at all times take reasonable precautions for the safety of persons engaged in the performance of the work.
- The Permittee shall comply fully with all applicable provisions of the laws of the State of New York and OSHA and with all valid rules and regulations thereunder.
- The Permittee shall be aware of the applicable rules and regulations, codes and bulletins of the New York State Department of Labor.
- The Permittee shall be aware of the applicable rules and regulations, codes and bulletins of the New York Department of Transportation.

Adjoining Property:

- The Permittee shall be required to protect all the adjoining property and to repair or replace any such properties damaged or destroyed by it, its employees, or subcontractors.

Emergencies:

- In case of an emergency, which threatens loss or injury to persons or property, the Permittee will be allowed to act, without previous instructions from the University, in a diligent manner to the extent required to avoid or limit such loss or injury.
- The Permittee shall notify the University immediately thereafter of the action taken by it and of such emergency.

Fire Safety:

- The Permittee shall provide all required U.L. approved equipment i.e. fire extinguishers and safety measures against fire.
- The Permittee shall insure that all flammable/combustible liquids are in proper containers and within 50 feet of structures.
- The Permittee shall insure that all compressed gases are properly stored and used.
- In the event of a fire, no matter of the extent the Permittee shall contact University Police.

Risks Assumed by the Permittee:

- The Permittee solely assumes the following risks whether they arise from acts or omissions (whether negligent or not and whether supervisory or otherwise) of the Permittee, of the University, of third person or from any other cause, including unforeseen obstacles and difficulties which may be encountered in the prosecution of the work.
- The Permittee solely assumes the risk of loss or damage, direct or indirect to the work, or any plant, equipment, tools, materials or property furnished, used, installed or received by the University, or by the Permittee, or any sub-The Permittee or worker performing services or furnishing materials or equipment.
- The risk of claims, just or unjust, by third persons against the Permittee, the State of New York, or the State University of New York on account of wrongful death, bodily injuries and property damage, direct or consequential, loss or damage of any kind whatsoever arising or alleged to arise out of or as a result of or resulting from the performance by the Permittee of the work performed (whether actually caused by the result of or resulting from the performance of the work agreement) or out of or in connection with the Permittees operations or presence at or in the vicinity of the work site. The Permittee shall bear such risk for all such deaths, injuries, damages or losses sustained or alleged to have been sustained prior to the completion of the work. The Permittee shall also bear the risk of claims for wrongful death occurring subsequent to said final work provided such death is caused, contributed to or is a consequence of bodily injuries sustained or alleged to have been sustained prior to said final work.
- The Permittee shall indemnify and save harmless the State of New York, the State of New York and the State University of New York, their trustees, officers, agents or employees against all claims described above and for all costs and expenses incurred by them in the defense, settlement or satisfaction thereof, including attorney's fees and court costs. If so directed, the Permittee shall at its own expense defend against such claims, in which event it shall not, without obtaining expressed advance permission from Counsel of the University, raise any defense involving in any way jurisdiction of the tribunal over the University, governmental nature of the University or the provisions of any statutes respecting suits against the University.
- Neither the University's nor The Permittees final acceptance of the work nor the making of any payments release the Permittee from obligations under this section.

FREDONIA ADMINISTRATIVE OFFICE COMPLEX TRAILER
Unit Specifications - Unit No: 592138

Main Specifications	
Unit Number:	592138
Branch ID/Name:	455 / BRISTOL
Class:	EPLX – E-PLEX (SMART SPACE) MULTI
Size:	60' x 12' x 13'9" (L x W x H)
State Seals:	
Serial Number:	54858K
Manufacturer Name:	PLH – PENN LYON HOMES INC
Year Built:	2002
Detail Specifications	
Data Plate:	WIND LOAD~34psf~ROOF LOAD~45psf~ FLOOR LOAD~50psf FIRE RATING~1 hr int wall BOCA/NBC~NY~MA~OTHER~CT, DE, NJ, PA (L&I comp), RI, VA, WV, NY
Building Code:	(local)
Occupancy Class:	BUSINESS
Usage:	GENERAL USE
Electrical Panel:	INTERIOR MOUNT~220/240V~150 AMP~1 PHASE
HVAC Type:	WALL/END MOUNT
A/C Rating:	3 TON
Heat:	15 KW
Mfg.:	BARD~MODEL #~WA36
Exterior Finish:	SMARTPANEL
Exterior Color:	GREY
Interior Finish:	VINYL COVERED GYPSUM
Interior Color:	GREY
Floor Covering:	CARPET
Exterior Doors:	STEEL~OTHER~36"x80"
Locks Hardware:	PANIC~LEVER HANDLE
Windows:	OTHER~3x5 fixed
Window Frame:	WHITE – VINYL
Window Glazing:	CLEAR
Ceiling:	T-GRID/DROP~OTHER~8' height
Roof:	EPDM/RUBBER
Lighting:	RECESSED
Water heater:	TANK
Frame Type:	PERIMETER
Axles:	# OF AXLES~4
Hitch Type:	DETACHABLE
Restroom:	# OF RESTROOMS ~3~ HANDICAP ~ #TOILETS ~4~ #URINALS~2~ BASINS~5
Built in furniture:	NONE
Misc./Options:	NONE
Rating:	NEW
Private Offices:	# OF OFFICES~23

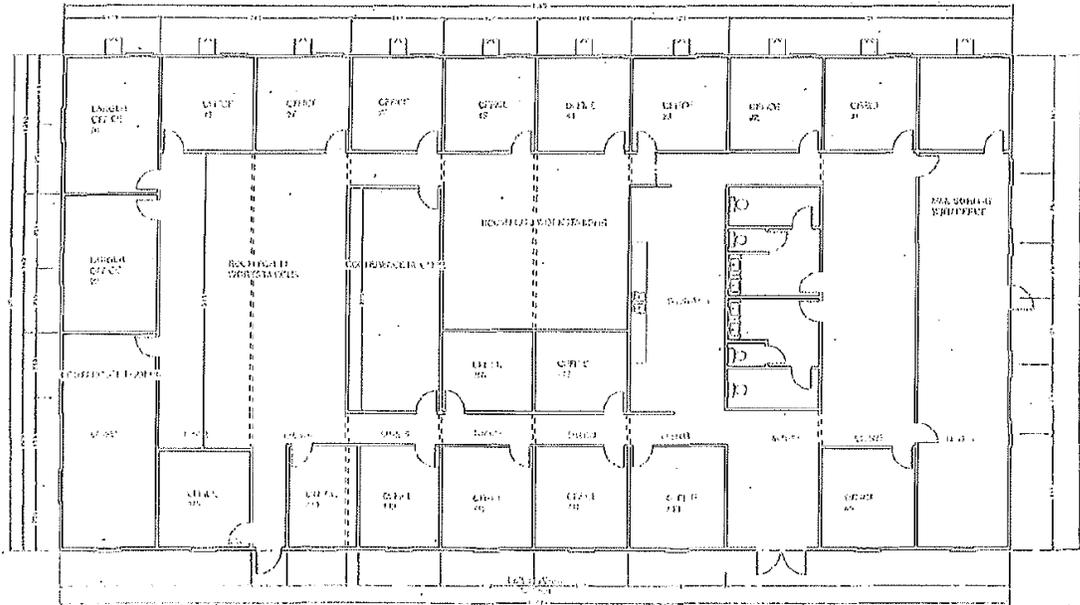


EXHIBIT – C
TERMS OF PAYMENT

Permittee shall not be charged by State University for access to the Property site.