

MINIMUM SPECIFICATIONS FOR  
MEDICAL OXYGEN SUPPLY & TANK RENTAL  
FOR “THE PINES HEALTHCARE AND REHABILITATION  
CENTERS – OLEAN, MACHIAS

FOR  
THE PINES HEALTHCARE AND REHABILITATION

OFFICE OF THE CLERK  
CATTARAUGUS COUNTY LEGISLATURE  
303 Court Street  
Little Valley, NY 14755

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# CATTARAUGUS COUNTY

## DEPARTMENT OF PUBLIC WORKS

*Development – Progress – Workmanship*

*Joseph T. Pillittere  
Commissioner*

*Ryan J. Ferguson  
Deputy Commissioner*

*Mark C. Burr, P.E.  
Director of Engineering*



*Jack Ellis Drive  
8810 Route 242  
Little Valley, New York 14755  
Phone (716) 938-9121  
FAX (716) 938-2753*

### ADVERTISEMENT FOR BIDS

Sealed bids for the purchase of certain materials, equipment, and/or services, for the Cattaraugus County Department of Public Works, according to specifications, will be received by the undersigned, at the Department of Public Works Facility, 8810 Route 242, Little Valley, New York, until **Thursday, April 6, 2017 at 1:45 P.M.** after which they will be publicly opened at 2:00 P.M. (at the same location), by the undersigned, under the direction of the Public Works Committee of the Cattaraugus County Legislature. Each bid, at the time it is received, will be stamped showing date and time of receipt.

**ALL BIDS MUST BE SEALED AND CLEARLY MARKED:**

Any bid not clearly marked will not be considered.

### **DPW BID #40 -Medical Oxygen for The Pines Healthcare and Rehabilitation Centers (Olean & Machias)**

**All bids must be sent or delivered to Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, NY 14755, Attention: Dawn Smith.**

Bidding sheets and instructions may be obtained online at [www.cattco.org/bid-request](http://www.cattco.org/bid-request), or at the Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, NY, 14755. Phone Dawn Smith at 938-9121, ext. 2465

All bids received are subject to all federal and state controls concerning any such equipment.

All bids must be accompanied by a NON-COLLUSIVE BIDDING CERTIFICATE. Any bid submitted without such certification will not be accepted. Any bid not meeting ALL specifications will not be considered. The County Legislature reserves the right to reject any or all bids, to waive any informalities, and to accept the lowest responsible bid.

John Searles  
County Administrator  
County Center - 303 Court Street  
Little Valley, New York 14755

## INSTRUCTIONS TO BIDDERS

### 1. BID DEPOSIT:

A Bid Bond or Certified Check for Five Hundred dollars (\$500) must be submitted with the bid. The undersigned agrees that the bid security may be retained by the County until contracts have been signed and delivered to the County. Should the successful bidder to whom the bid is awarded fail to execute the agreement submitted by the county in accordance with the formal bid and other contract documents within fourteen (14) calendar days after the notice of award, the certified check or the bid bond amount shall be forfeited to the County as liquidated damages caused by such failure.

### 2. PERFORMANCE BOND.

## **NOT RERQUIRED**

### 3. BID FORM.

Bid shall be submitted on these Cattaraugus County bid forms or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted.

### 4. CHANGES.

Any change in wording or interlineation by a bidder of the inquiry as published by Cattaraugus County shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

### 5. INFORMALITIES.

The County may consider informal any bid not prepared and submitted in accordance with the provisions hereof & may waive any informalities or reject any and all bids. The contract award will be made to the responsible bidder submitting the lowest acceptable bid. Conditional bids will not be accepted.

### 6. BID TIME.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids, or authorized postponement thereof. Any bid received after the time specified shall not be considered.

### 7. INVESTIGATIONS.

The County may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

### 8. BID ENVELOPE.

Each bid must be submitted in a sealed envelope clearly marked as to contents therein, bearing on the outside the name and address of the bidder. If sent by mail, the sealed envelope containing the bid must be enclosed in another envelope labeled as specified.

### 9. NON-COLLUSIVE CERTIFICATION.

Non-collusive bidding certification shall be made by each bidder in the form provided and shall be submitted as a part of the bid. Bids submitted without non-collusive bidding certification will be considered irregular and may be rejected by the County.

### 10. CONTRACT AWARD.

Contract(s) or purchase order(s) will be awarded after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.

### 11. EXECUTORY CLAUSE.

This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid: It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the County of Cattaraugus and appropriated therefor, and no liability on account thereof shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.

### 12. DELIVERY SCHEDULE.

Delivery must be made within six months of date of award of bid by Cattaraugus County Legislature. Delivery time is of the essence of the contract to be awarded pursuant to this bid. Failure to meet delivery schedule as per accepted bid may result in legal action by Cattaraugus County to recover damages.

13. PRICES.

Prices shall be quoted F.O.B. destination, delivered inside and installed, or as otherwise specified in the specifications. "Tailgate Delivery" will not be accepted unless specified by the County.

14. TRANSPORTATION CHARGES.

Collect transportation charges will not be paid by the County. All freight, cartage, rigging, postage or other transportation charges shall be prepaid.

15. TAXES.

No taxes are to be billed to the County. Bid shall not include any Federal, State, or local excise, sales, transportation, or other tax unless Federal or State law specifically levies such tax on purchases made by a political subdivision. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.

16. COMPLIANCE WITH LAWS.

The successful bidder shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.

HAZARD COMMUNICATION In complying with the above laws, rules and regulations, and pursuant to 12 NYCRR part 820 and Section 876 of the Labor Law, it is the responsibility of the County to provide the successful bidder with the following information:

- (a) The material safety data sheets (MSDS) for any hazardous chemicals to which employees may be exposed will be made available.
- (b) The telephone numbers of plant personnel who are to be contacted in the event of a chemical spill or accident and
- (c) emergency procedures in the event of a fire or spill.

MATERIAL SAFETY DATA SHEETS. The successful bidder shall be responsible for the provision of the MSDSs to the County prior to introducing hazardous materials onto the site, assuring compliance before work is started, and disseminating any information to County employees concerning significant chemical hazards that the successful bidder is bringing to the County's workplace. The MSDSs will be obtained from the successful bidder for all hazardous materials prior to bringing the materials on the site. These MSDSs will be maintained by the County as long as those materials are present. It is the responsibility of the successful bidder to train its own employees.

17. CONTRACT ASSIGNMENTS.

The bidder shall not assign, transfer, sublet, or otherwise dispose of this contract, or of its right, title or interest in the contract, or its power to execute the same, to any other person or corporation without the previous consent, in writing, of the Chairman of the Cattaraugus County Legislature.

18. CASH DISCOUNT.

ANY CASH DISCOUNT which is a part of a bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. If this is unsatisfactory, please quote net. The County will not pay any interest charges.

19. ALTERNATE ITEMS.

If material or services other than those specified in this bid document are offered, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Department Head, sufficient detail is not presented as a part of the sealed bid to permit definite evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Cattaraugus County of the item offered.
- (d) List of other installations.

20. ADDITIONAL INFORMATION.

Any additional information which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. WORKMANSHIP.

Workmanship must meet with the approval of the department head or heads involved, and shall be first class in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what state of completion, may be rejected and shall be made good by the contractor at his own expense.

22. HOLD HARMLESS.

The successful bidder to whom the bid is awarded shall indemnify and hold harmless Cattaraugus County and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

23. BID VALIDITY.

This bid is firm and irrevocable for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Clerk of the County Legislature. Upon withdrawal of the bid pursuant to this paragraph, the County will forthwith return the bidder's security deposit.

24. CONTRACT INTEREST.

No official, or employee of the County, who is authorized in such capacity, and on behalf of the County, to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving this contract shall become directly or indirectly interested personally in this contract or in any part hereof. No officer or employee of, or for the County, who is authorized in such capacity, and on behalf of the County, to exercise any supervisory, administrative, or other function, in connection with this contract, shall become directly or indirectly interested personally in this contract or in any part hereof.

25. OTHER CUSTOMERS.

Prices charged to Cattaraugus County are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and supply a copy of this contract within 5 days if so requested by the County.

26. PRICE IS FIRM.

The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid.

27. BIDDER AFFIRMATION.

In executing this bid, the bidder affirms that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations, or preparation of the bid

shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. INSURANCE

The (Contractor, Vendor, Etc.) shall secure and maintain, at its own cost and expense, insurance coverage specified in Appendix (A) attached hereto, complying with Classification "(selected on form)", with insurance companies licensed in the State of New York. Cattaraugus County must be named as an additional insured for purposes of coverage, but not for payment of premium. The (Contractor, Vendor, Etc.) shall file a certificate of insurance with the Cattaraugus County Risk Manager covering all acts performed by the (Contractor, Vendor, Etc.) prior to performing pursuant to this Agreement or receiving any payment thereunder and shall be responsible for updating the certificate as necessary throughout the term of the Agreement. All certificates of insurance shall provide that Cattaraugus County be given thirty (30) days' notice prior to non-renewal or cancellation of these policies. **Certificate of Insurance shall be furnished by the bidder within five (5) days of the "Intent to Award" and prior to signing of contract.** Failure to supply a satisfactory certificate within five (5) days after the "Intent to Award" may result in the cancellation of award and for the forfeiture of the Contractor's bid security, in the sole discretion of the County.

29. STATE CONTRACTS:

The County reserves the right to purchase the commodity being bid, from State Contract when it is most beneficial to the County to do so.

30. LITIGATION:

In the event any litigation shall arise from this contract, the laws of the State of New York shall control any litigation, regardless of which party shall institute such action.

31. ALTERNATE SOURCE:

Where a New York State bid or a bid from another municipality results in an award for an item herein at a total price which is more favorable than that of the bidder to whom an award is made herein, and such price is available to County, County reserves the right to purchase from the State bid or from such other, alternate bid, notwithstanding its award to the lowest responsible bidder herein, after offering the County bid awardee an opportunity to meet or better the item price.

**MINIMUM SPECIFICATIONS FOR  
MEDICAL OXYGEN SUPPLY & TANK RENTAL  
FOR “THE PINES HEALTHCARE AND REHABILITATION CENTERS –  
OLEAN, MACHIAS**

1. It is the intent of these specifications to describe the need of Cattaraugus County for Medical Oxygen at The Pines two (2) locations (Olean & Machias).
2. The County reserves the right to accept or reject any or all bids, to waive irregularities and technicalities, and request re-submission. The County reserves the right to award the contract to the lowest responsible bidder submitting a responsive bid that meets the specifications
3. All damages to county property, caused by the successful vendor's equipment or employees will be the responsibility of the successful vendor. All repairs to such damages are the successful vendor's responsibility after approval from County Building Maintenance Supervisor pertaining to materials and methods used for repairs.
4. The contract period is for one (1) year starting May 1, 2017 ending April 30, 2018, with the option for renewal of three (3) separate one (1) year terms.
5. Award will be made to ONE vendor with the lowest total cost for CYLINDER PRICES, RENTAL FEE & DELIVERY CHARGE.
6. The County **WILL NOT PAY** additional service or delivery charges such as **“FUEL SUR-CHARGES”**.
7. The County intends, but does not guarantee, to purchase the estimated quantities of medical oxygen as specified on page 8 of this bid document.
8. Deliveries will be made to maintain adequate supply as determined by authorized personnel at each location. Current delivery will be as follows to each location, this may change at any time throughout the contract.

<u>Location:</u>	<u>Deliveries:</u>
Olean	Monday, Wednesday & Friday
Machias	Once per Week
9. If an emergency delivery is required it must be delivered within 24 hours from time requested.

**COUNTY CONTACT**

The contact person for the various locations are as follows:

**Pines Healthcare and Rehabilitation Center,**

2245 West State Street, Olean, NY 14760

9822 Route 16, Machias, NY 14101

Christopher Klemann 716-373-1910 ext. 4426

Christopher Klemann 716-373-1910 ext. 4426

**PRICE ADJUSTMENT:**

At no time may the contract pricing changes be raised in excess of the Consumer Price Index OR Producer Price Index as calculated by Cattaraugus County. The bid prices shall be adjusted during the option periods of the contract to reflect only an increase or decrease in the contractor's wholesale price. Concurrent with the submission of invoices to the County and Municipalities within the County pursuant hereto. Seller shall provide to the County, in not less than fifteen (15) days prior written notice of the effective date of such price adjustment. The contractor shall also submit in writing to the County and the Municipalities within the County, proof of the wholesale prices which the contractor paid for medical oxygen's provided to the purchaser during the period for which the invoice is submitted. If, in the opinion of the County, any price alteration request is in excess of that acceptable to the County, the County reserves the right to seek new pricing for that item(s) or the entire bid as covered by GML 103 and 104b.

The burden of proof for the requested increase or decrease is the responsibility of the contractor.

**TERMINATION AT WILL:**

The County reserves the right to terminate any contract resulting from this bid with (90) ninety calendar days written notice to the vendor. The County agrees to show cause and allow the vendor the opportunity to rectify problems. However, if in the sole opinion of the County, the vendor has not resolved or shown a good faith effort to rectify the problem to the satisfaction of the County in a timely and workman like manner, said contract shall be terminated and the County shall take whatever actions are allowed by New York State General Municipal Law.

**LIST OF REFERENCES:**

Each vendor shall provide a list of references, with contact names and numbers, of clients in Cattaraugus County and/or adjacent counties.



**BID FORMS OMITTED FROM  
SPECIFICATION BOOKS**

TO OBTAIN BID FORMS PLEASE CONTACT

DAWN SMITH AT 716-938-9121 EXT. 2465

OR SEND EMAIL REQUEST TO:

**[dasmith@cattco.org](mailto:dasmith@cattco.org)**

<p align="center"><b>APPENDIX "A"</b> <b>COUNTY OF CATTARAUGUS STANDARD INSURANCE REQUIREMENTS</b></p>									
<p>The insurance companies providing these coverages acknowledge that the Named Insured is entering into a contract with the County of Cattaraugus in which the Named Insured agrees to defend, hold harmless, and indemnify the County, its officials, employees, and agents against all claims resulting from work performed, material handled, and services rendered. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternate coverage and limits should be evidenced on the certificate in lieu of the standards printed below.</p>									
<b>Minimum Coverage Limits are as Follows:</b>									
	A	C	Ca	D	F	G	Ga		
	Construction & Maintenance	Professional	Low Risk Professional	Property Leased to Others or Use of Facilities	Livery	All Purpose Public Entity, Concessionaire	Low Risk All Purpose Public Entity		
<b>*** COMMERCIAL GENERAL LIABILITY</b>	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.		
Prem. - Ops.	Include	Include	Include	Include	Include	Include	Include		
Prods. - Compl. Ops.	Include	Include	Include	Include	Include	Include	Include		
Indep. Contractor	Include	Include	Include	Include	Include	Include	Include		
Contractual	Include	Include	Include	Include	Include	Include	Include		
BF Property Damage	Include			Include					
X,C,U	Include								
Personal Injury	Include	Include	Include	Include	Include	Include	Include		
Liquor Law				Include	Include				
Host Liquor				Include					
<b>** AUTO LIABILITY</b>	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL		
Owned	Include	Include	Include	Include	Include	Include	Include		
Hired	Include	Include	Include	Include	Include	Include	Include		
Non-Owned	Include	Include	Include	Include	Include	Include	Include		
<b>*** EXCESS LIABILITY</b>	\$3,000,000	\$1,000,000		\$1,000,000	\$3,000,000	\$1,000,000			
WORKERS' COMP.	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption		
EMPLOYER'S LIABILITY	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited		
<b>*** PROFESSIONAL LIAB.</b>		\$3,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.						
<p>* The Comprehensive/Commercial General Liability limits can be met by one or more policies, or in combination with an Excess and/or Umbrella Liability policy. The COI must indicate if the coverage trigger in an 'Occurrence' form or a 'Claims-made' form.</p> <p>All 'Claims-made' policies shall continue to provide evidence of coverage three (3) years after completion of work or product delivery.</p> <p>** Cattaraugus County MUST be named as Additional Insured for all acts of Named Insured pursuant to this contract.</p> <p>*** Professional Liability policies are not required to have the County as Additional Insured</p> <p>Each policy, as allowed by law, shall be endorsed stating that the contractor's insurers agree to waive any rights of subrogation against the County of Cattaraugus because of payments for any injury or damages arising out of work performed under this contract.</p>									

The following statement must be subscribed by the bidder and affirmed by such bidder as true, under the penalties of perjury.

Pursuant to Section 103-d of the General Municipal Law.

### NON-COLLUSIVE BIDDING CERTIFICATION

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 knowledge and belief:

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 with any other bidder or with any competitor;

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

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.

(For use of individual bidder)

**IN WITNESS WHEREOF**, I, \_\_\_\_\_, doing business under the style and name of \_\_\_\_\_ at \_\_\_\_\_ have hereunto subscribed my name under the penalties of perjury at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
d/b/a \_\_\_\_\_.

(For use of partnership bidder)

**IN WITNESS WHEREOF**, this non-collusive bidding certification has been subscribed, under the penalties of perjury, at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, one of the partners or co-partners of the partnership composed of \_\_\_\_\_ and \_\_\_\_\_ doing business under the style, partnership, and firm name of \_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Partnership Name

By \_\_\_\_\_  
Co-Partner

(For use of corporate bidder)

**RESOLVED**, that \_\_\_\_\_ (name of corporation) be authorized to sign and submit the bid or proposal of this corporation for the following project \_\_\_\_\_ and to include in such bid or proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable, under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by \_\_\_\_\_ Corporation at a meeting of its board of directors held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL OF THE CORPORATION)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Name of Bidder

By \_\_\_\_\_  
Title

## LEGAL STATUS INFORMATION

To facilitate correct drawing and execution of contract, proposer shall supply full information concerning legal status:

FIRM NAME: \_\_\_\_\_

### PRINCIPAL OFFICE:

Street \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_ (\_\_\_\_) \_\_\_\_\_ Fax \_\_\_\_ (\_\_\_\_) \_\_\_\_\_

### LOCAL OFFICE:

Street \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_ (\_\_\_\_) \_\_\_\_\_ Fax \_\_\_\_ (\_\_\_\_) \_\_\_\_\_

CONTRACT TO BE SENT TO: Principal Office: \_\_\_\_\_ Local Office: \_\_\_\_\_

CHECK ONE: Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_

(Incorporated under the Laws of the State of \_\_\_\_\_)

(If foreign corporation, state if authorized to do business in the State of New York:

Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_)

TRADE NAMES: \_\_\_\_\_

### NAMES AND ADDRESSES OF PARTNERS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### NAME, TITLE, AND ADDRESS OF PERSON AUTHORIZED TO SIGN CONTRACT ON BEHALF OF PROPOSER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

PLEASE TYPE OR PRINT

Pursuant to State Finance Law ' 165-a, the Commissioner of General Services is required to develop a list of persons it determines engage in investment activities in Iran, which is defined as provision of goods, services or credit of \$20,000,000 or more, relating to the energy sector.

General Municipal Law ' 103-g(4) states as follows:

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or service performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury.

The below signed bidder affirms the following as true under penalties of perjury:

- a. ABy submission of this bid, the bidder identified herein and each person signing on behalf of the 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 its knowledge and behalf that this bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the state finance law.@

Corporate or Company Name

\_\_\_\_\_

By:

Signature

Title

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public