

# Request for Bid Event Details

## PeopleSoft Strategic Sourcing

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
ONGOV-BID0011338	Sell	RFx	1
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
Institutional Clothing			
<b>Start Time</b>		<b>Finish Time</b>	
01/27/2026 09:00:00 EST		02/10/2026 14:00:00 EST	
<b>Pre-Bid Meeting Date</b>		<b>Advertisement Date</b>	
		01/27/2026	
<b>Final Question Date</b>			
02/03/2026			
<b>NYS PRC#</b>		<b>Department</b>	
		7900000000	

**Bidder:** PUBLIC EVENT DETAILS

**Submit To:** Onondaga County  
DIV OF PURCHASE  
John H Mulroy Civic Center, 13th Floor  
421 Montgomery Street  
Syracuse NY 13202  
United States

**Contact:** Deborah Magaro-Dolan  
**Phone:** 315/435-3426  
**Email:** DeborahMagaroDolan@ongov.net

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No  
**Allow Bidder RFx Edits:** No

**Reviewed RFx Document:** Yes/No

### Event Description

Institutional Clothing

### Line Details

							<b>No Bid:</b> <input type="checkbox"/>
<b>Line:</b> 1	<b>Item ID:</b>	<b>Line Qty:</b> 1.00	<b>UOM:</b> Batch Lot	<b>Bid Qty:</b> .00	<b>Unit Price \$</b>		
<b>Description:</b> Please see pricing pages in section titled Bid Form and Certification							
							<b>Extended Price \$</b> <span style="color: blue;">.00</span>

# Request for Bid Event Details (cont.)

## PeopleSoft Strategic Sourcing

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
ONGOV-BID0011338	Sell	RFx	2
<b>Event Round</b>	<b>Version</b>		
1	1		
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**Bids allowed in other currency:** No

## PROPOSAL AND SIGNATURE PAGE

Director of Purchasing  
Onondaga County Division of Purchase  
421 Montgomery St.  
Syracuse, NY 13202

I agree to provide all the material and/or labor in accordance with the furnished specifications to the County of Onondaga and/or its political subdivisions. I have clearly identified variations from the published specifications where applicable.

I have received, read and agree to the terms and conditions as set forth in the Instructions to Bidders/General Conditions and any special terms or conditions as set forth in the special conditions or minimum specifications. I specifically read, understand and certify in accordance with section 16.2.1 (non-collusion certification required for public bids), the Fair Employment reporting requirements (16.2.6) and the Iran Divestment (16.2.8). I am authorized by my company to make this commitment.

### REFER TO MINIMUM SPECIFICATIONS AND PRICING PAGE

Addenda acknowledgment	
I have received and considered the following addenda in submitting this bid:	
No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____
Signature:	
Printed Name: _____	Title: _____
Firm Name: _____	Contact person: _____
Address: _____	Phone: _____
_____	
Fax Number: _____	Federal ID Number: _____
Purchase Order Address (if different than above):	
Ordering Email: _____	Bid Email: _____
Note: Vendors MUST provide a <u>W-9 Form</u> with their bid. This form is attached at the end of Instructions to Bidders/General Conditions.	

**This page Must be Signed and Returned**



County of Onondaga  
 Executive Department -- Division of Purchase  
 John H. Mulroy Civic Center, 13th Floor  
 421 Montgomery Street  
 Syracuse, New York 13202-2989  
 Phone (315) 435-3458 -- Fax (315) 435-3424

**INVITATION TO BID -- INSTRUCTIONS TO BIDDERS**

Bid Reference: BID0011338

Procurement Description: Institutional Clothing	Date of Bid Release: 01/27/2026 at 09:00 AM
Deadline for Submission of Questions: February 03, 2026	Bid Submission Deadline: 02/10/2026 at 02:00 PM
Is a Bid Security Required? No	Pre-Bid meeting: No
If a Bid Security Required, the amount of such security is as follows:	Is a Performance Security Required? No
PRC Number: No PRC Number: n/a	If a Performance Security is required, the amount of such security is as follows:
MWBE Required: No	

Onondaga County is soliciting sealed bids for the above referenced procurement, as described in the specifications and documents referenced in this Bid Packet. Bids must be received and accepted no later than the final submission date and time set forth above. Bid related questions must be received in writing no later than the date set forth above.

Such sealed bids or Bid related questions will be received either electronically through the PeopleSoft vendor portal or in paper form at the Office of the Purchasing Director, John H. Mulroy Civic Center, 13<sup>th</sup> floor, 421 Montgomery Street, Syracuse, New York 13202.

- To register for the vendor portal, use the following link: <https://supplier.ongov.net>. Becoming a registered vendor will also allow your firm to access future bid solicitations through the portal
- For bids submitted on paper, bid documents must be sealed in an envelope and clearly marked on the outside with the name of your firm, the above Bid Reference Number, and the Final Date of Submission for Sealed Bids. Faxed bids are unacceptable.

Bids must be submitted on the provided Bid Proposal Form.

No late bids are accepted for any reason.

Onondaga County reserves the right to reject any or all bids in the sole discretion of the Director of Purchase, or such officer's designee.

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Daniel Hammer  
Director of Purchasing

## **INSTRUCTIONS TO BIDDERS**

### **Bidder must submit the following:**

- 1) Properly completed and executed Bid Form with Certification (Exhibit 2).
- 2) Non-Collusion Certification.
- 3) Certification of no Conflict of Interest or Detrimental Effect
- 4) Iranian Divestment Certification
- 5) Prevention of Sexual Harassment Certification
- 6) Completed Form W-9
- 7) If applicable, the Specialty Sub-Contractor Listing (NY GML §101(5) -- Wicks) in a separate sealed envelope within the Bid envelope.
- 8) If applicable, the Minority- and Women-Owned Business Enterprise (MWBE) and EEO Utilization Plan included with these bid documents.

### **Documents that are Part of this Bid (Bid Packet):**

The following additional documents are incorporated by reference into this Bid Solicitation:

#### *Procurement Documents:*

Invitation to Bid -- Instructions to Bidders (this document)  
Exhibit 1: Technical Specifications and Contract Duration.  
Exhibit 2: Bid Form with Certification.  
Contract Documents (Listed in next Section).  
Additional Certifications (Listed Below).

#### *Contract Documents:*

Agreement Form  
Exhibit 1: Technical Specifications and Contract Duration.  
Exhibit A: Contract Pricing Sheet (Provided at time of contracting and derived from the awarded bid)  
Exhibit B: Standard Terms & Conditions.  
Exhibit C: Insurance Requirements.  
Prevention of Sexual Harassment  
The below listed Additional Certifications  
Form W-9  
The following (if applicable):  
Minority- and Women-Owned Business Enterprise (MWBE)  
Prevailing Wage Case Number  
Specialty Sub-Contractor Listing (NY GML §101(5) -- Wicks)

The successful bidder will enter into the above Agreement after it is modified to include the Bidder's accepted bid prices. The Agreement will then require duly issued Purchase Orders which will authorize proceeding with incremental procurement of items or work.

### **Additional Certifications:**

Non-Collusion Certification.  
Certification of no Conflict of Interest or Detrimental Effect  
Iranian Divestment Certification  
Prevention of Sexual Harassment Certification

### **Components of Bid Submissions:**

Each bid must be signed by an authorized officer or agent of the Bidder on the provided Bid Form with Certification (Exhibit 2) with the additional documents and certifications referenced above.

Bidder shall properly complete the Bid Form and Certification (Exhibit 2) and state clearly any variation from anything identified within the specifications.

Brand names and model numbers shall be furnished on all items proposed within the bid, including information necessary to demonstrate compliance with the specifications.

Bidder should submit with its bid any information, specifications, circulars, etc. that will explain or clarify the differences from or compliance with the specifications.

Bidder must provide a properly completed IRS Form W-9.

### **Partnerships:**

Bids submitted by partnerships must be signed using the partnership name by one of the members of the partnership. Alternatively, an authorized representative of such partnership may sign the bids, with the signature followed by the printed name and title of the person signing.

### **Corporations:**

Bids by corporations must be signed with the name of the corporation, with the signature followed by the printed name and designation of the president, vice-president or person authorized to bind the corporation in this matter. A corporate resolution may be required to confirm authorization.

### **Manufacturer's Agent:**

Bids by agents of a manufacturer must be accompanied by a certification showing that the agent is authorized to bind the manufacturer in this matter.

### **Bid Certification:**

By submitting a bid, Bidder agrees to timely provide all the material, equipment, labor and/or services set forth in the Technical Specifications and Contract Duration Exhibit 1, at the Prices set forth in its Bid. Bidder agrees

to perform in accordance with the terms and conditions of the attached Agreement and the other documents referenced therein.

Onondaga County reserves the right to reject any or all bids in the sole discretion of the Director of Purchase, or such officer's designee.

**Submission of Bids:**

Bids remain sealed until publicly opened and read by the Onondaga County Division of Purchase.

Bids shall be opened at 2 p.m. in the office of the Onondaga County Division of Purchase, 421 Montgomery Street, Syracuse, NY 13202, on the day bids are scheduled to be received. See the Bid Submission Deadline for the specific date.

Bids must be received, with the date and time stamped by the Division of Purchase, prior to the Bid Submission Deadline.

Bidder assumes all responsibility for completing on-time delivery of its sealed bid to the Division of Purchase.

**No late bids are accepted for any reason:**

To submit a bid, each bidder shall use the proposal form and or pricing/page furnished by the Division of Purchase. The County will accept this form in an envelope that is clearly marked with your company name, the bid reference number, and the date the bid is due. Envelopes must be sealed when submitted.

Faxed or emailed bids will not be accepted.

Separate bid envelopes must be submitted for each bid reference number.

Bidders may submit bids on any one or group of items, provided that the unit prices are shown as requested in the Bid Form (Exhibit 2) and the Technical Specifications (Exhibit 1).

**Method of Award:**

County reserves the right to reject any and all bids at its discretion, in whole or in part.

County reserves the right to accept or reject any item in the bid, awarding the contract resulting from the bid, in whole or in part, to the lowest responsive and responsible bidder. Such award shall be made within 45 days of opening, unless otherwise specified.

County reserves the right to increase or reduce quantities.

Bids will be evaluated by the Division of Purchase and the department requiring the goods, equipment, or services.

Only the Division of Purchase shall issue to the successful bidder a letter indicating notice of the intent to contract. Such notice is not a notice to proceed.

Protests of companies, products or services being offered from competing bidders must be made within 3 days of bid opening, in writing, to the Director of the Division of Purchase.

If the County rejects the lowest bid, for any reason, such bidder will have 48 hours in which to submit a written statement to the Director of the Division of Purchase explaining why the bid was responsive and the bidder was responsible. Thereafter, the County may proceed to issue a letter indicating its intent to contract to the lowest bidder that is both responsive and responsible.

**Withdrawal of Bids and Errors:**

Bids may be withdrawn at any time prior to the bid opening by written request of the bidder to the Director of the Division of Purchase.

Errors in accordance with NY General Municipal Law Sec. 103(11) may be grounds for withdrawal of the bid after opening at the request of the bidder and at the discretion of the Purchasing Director.

In case of an error in extending the total amount of the bid, the individual unit prices will govern.

## **GENERAL INFORMATION FOR BID DEVELOPMENT AND SUBMISSION**

### **Standard Terms and Conditions:**

County's Standard Terms and Conditions, found in Exhibit B, are incorporated within and made a part of this Bid and the subsequent Agreement.

### **Additional Insurance Obligations:**

Contractor's Insurance Obligations, found in Exhibit C, are incorporated within and made a part of this Bid and the subsequent Agreement.

### **Special Conditions:**

The Special Conditions set forth below are a part of this Bid.

### **Renewal:**

The parties may agree to extend this Agreement for not more than two additional periods of one year each, where any such extension is to be in the form of an amendment duly executed by all parties.

### **Pricing:**

Prices must be stated in units of quantity specified. Prices submitted by bidders must be held firm for forty-five (45) days from the date of the bid opening. Prices shall be in US funds only.

Price includes all delivery charges for packing, crating, containers, shipping FOB the County or Project site as directed by the County, clean up and disposal of packing materials and, if applicable, installation of materials purchased.

Prices bid shall be the full amount of compensation to be paid by the County for all items to be furnished under this contract, irrespective of the time of shipment or delivery, unless otherwise expressly provided.

Applicable sales tax exemption certificates will be provided upon request.

Where pricing is described in both words and numerals, the words will govern.

Cash or early payment discounts will not be considered in determining low bidder.

### **Execution of Contract:**

The successful bidder must return the signed contract, completed insurance certificates and performance security within fourteen (14) days from the date of the letter of intent to contract and receipt of a properly drafted contract from the County.

### **Reporting and Documentation:**

Contractor shall report directly to [*need bind*] who is designated as the point of contact to act on County's behalf in directing and reviewing Contractor's services. This point of contact does not have authority to bind the County.

To the extent practicable, deliverables are to be provided in an electronic format, unless otherwise directed by County within the Solicitation.

**Notice to Proceed -- Use of Purchase Orders:**

Contractor is not authorized to provide goods, equipment, services, or, in any other manner, commence work under the Agreement until and unless County issues a purchase order duly executed on behalf of the County to Contractor for specific work or materials, consistent with an executed amendment (describing a phase, task, or deliverable). The purchase order shall constitute notice to proceed for such work. Contractor shall be limited to providing only the work specified on the purchase order and shall not incur costs or invoice County for amounts in excess of the purchase order. No oral modifications are permitted.

One or more purchase orders may be needed to accomplish the work of this Agreement, including any executed amendments. Under this Agreement, work may be phased or otherwise delivered at specific times in connection with a developed work schedule. County may choose to issue supplemental task orders or directives as may be needed to implement such work plan. The use of such supplemental documents, if any, may be specified within the purchase order or statement of work.

In the event Contractor reasonably anticipates costs or compensable work in excess of the dollar amounts authorized under a purchase order, Contractor shall promptly notify County and seek direction.

No purchase order shall be issued where the work is reasonably anticipated to extend beyond the end of the term, as specified herein. If it is reasonably anticipated that work shall extend beyond the end of the term, an extension in the form of an executed amendment should be in place, and Contractor shall promptly notify County and seek direction.

The County's obligation to make any payments under a contract resulting from this bid shall be limited to such amounts as has been duly appropriated by the County and made available for such contract. Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds are appropriated and available to support such work, County shall not incur a financial obligation under this Agreement for such work.

**Use of Electronic Contract System -- Permitted for Bids:**

Bidder acknowledges that any contract awarded through this solicitation shall constitute the agreement governing the transaction described herein and that such contract takes precedence over inconsistent information relative to the transaction located within the Supplier Contract System/PeopleSoft, where such information is kept for administrative convenience. The parties further acknowledge that the use of electronic signature, affixed through DocuSign, may be accepted as valid and binding, provided that the proper security protocols are followed. The documents may be signed in counterparts.

### **Security for Bids:**

If required on the front page of this bid packet, each bidder shall provide with its proposal a bid security. Such security may be in the form of a bid bond, certified check, bank check, each payable to Onondaga County, or cash. The amount of the security shall be as stated on the front page of this bid packet.

The bid security is a guarantee extended by each bidder to the County (or municipality utilizing a contract resulting from this solicitation) promising that such bidder will contract with the County in the event that the bid is accepted.

The performance security bond, issued in accordance with the Standard Terms & Conditions, provides a guarantee for the faithful performance of a contract awarded to a bidder through this solicitation.

Bid security deposits will be released by the County to all but the three lowest bidders at such time as the County issues its written intent to award. Bids lacking bid security at the time of opening, when required, will not be eligible for award.

Bid Security will be forfeited and paid to the County in the event a Bidder, who has timely been asked to proceed to contract, fails to timely do so.

## **SPECIAL CONDITIONS**

Each Bid Response is further subject to the following Special Conditions.

### **Use of Brand Names, Model Numbers or other References:**

References within the specifications to a trade name, manufacturer's catalog or model number are intended to establish the type and quality of materials, supplies or work desired.

If Bidder proposes goods, equipment, supplies, and methods that are not as specified, Bidder warrants that the proposed items are equal or better quality to the specified items in all respects. Each variance from any specified item must be clearly and fully stated within the bid. Bidder should provide supporting documentation (catalog cuts, product literature, model number's, etc.) for each such item as part of its bid.

The Purchasing Director will determine, in such officer's sole discretion, whether such variant goods, equipment, supplies, and methods by which work is to be performed are accepted as being equal to the goods, equipment, supplies, and methods by which work is to be performed stated within the specifications.

### **Purchases by other Governmental or Authorized Entities:**

Consistent with provisions of General Municipal Law § 103 and other applicable law, rules, and regulations, this contract is intended to be open and available for use by other government entities, including, but not limited to, counties, towns, and villages within New York State, and certain authorized users. Any such entity wishing to use this contract should consult with counsel as to its applicability and/or suitability within the specific context of such entity's governmental structure, authorized procurement processes, and market for comparable goods and/or services, accounting for such other factors as may be relevant to such transaction.

The County shall not be responsible for paying any costs incurred by such entity in using this contract, where such responsibility shall be borne solely and exclusively by the entity actually receiving services under this contract. Contractor and any such entity shall memorialize and provide in a separate written instrument responsibility for payment and performing other obligations, including terms and conditions that may differ from this contract. The County shall not be responsible for liability arising from such use by any such entity in using this contract.

This contract shall be held open for such use, at prices quoted on the bid, for the entire term of the contract.

In the event that there are any minimum order requirements, delivery charges, or other deviations from the prices offered to County to be applied to purchases by such entities, any such deviations shall be clearly stated in the bid. No such charges to the entities purchases through this contract shall be permitted if such are not expressly contained in the original bid.

In all places where "the County" is used, the name of the entity making the purchase through this contract shall be substituted therefor, except for actions to be performed expressly by the County's Division of Purchase.

### **Interpretations:**

By submitting a bid, bidder understands, acknowledges, and otherwise agrees that the Purchasing Director does expressly have the right to determine the meaning of terms used within specifications, and such determination shall control, be binding, and be final.

The Purchasing Director may make corrections to errors or omissions in specifications, when such corrections are necessary for the proper fulfillment of the intention of such specifications.

Bidders shall submit all requests for interpretations and questions relating to bid requirements, specifications, drawings, etc. in writing to the contact person identified in the Instructions to Bidders not later than the deadlines listed above.

No interpretation will be made to any bidder orally. Interpretations made will be by addendum, if required, and provided to all known prospective bidders.

Bidders bear full responsibility for searching for the existence of written interpretations issued through the Purchasing Division.

Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from its obligations and performance to be made under its bid as submitted.

Failure to request an interpretation constitutes a waiver of potential claims regarding ambiguities or misunderstandings arising from the specifications, where such would have been claimed to have caused a bidder to improperly submit its bid or to otherwise inadvertently bid on certain items.

County reserves the right to waive non-material deviations from bid specifications.

By submitting a bid, bidder understands, acknowledges, and otherwise agrees that the County shall not accept a plea of ignorance relating to data, conditions, policies or requirements as a reason for failure or default on the part of the bidder to fulfill in every respect all the requirements of the contract. Further, such shall not be accepted as the basis for any claim for increased compensation.

See also, *Ambiguities or Conflicts within Contract Documents*, in Exhibit B, Onondaga County: Standard Terms and Conditions.

**Inspection, Samples and Testing:**

Material offered under a bid shall be available for inspection before delivery at a point agreed upon between the bidder and the Purchasing Director.

Samples are required to be furnished by the bidder at the request of the Purchasing Director. Samples are to be furnished at no cost to the County. Samples will be returned only at the cost of the bidder when requested within ten (10) days of bid award. Absent such timely request, the samples are deemed property of the County. Some samples may be retained for the life of the contract to verify delivery is in compliance with specifications.

By submitting a bid, bidder understands, acknowledges, and otherwise agrees that bidder shall bear responsibility for the cost of all deliveries tested by the County.

## **Delivery and Acceptance:**

**Time is of the essence:** Delivery of goods, equipment, services, or other work in connection with this solicitation is required to be made on or before the date specified herein.

If County has specified a schedule for delivery within this solicitation, County may direct expedited delivery in the event that bidder, after receiving an award, fails to deliver according to such schedule. In such event, the bidder shall be responsible for all related costs of expediting.

Failure to deliver as specified may result in termination of the contract and may further disqualify your firm from receiving future contracts for at least two years, as such failure may be considered, among other factors, when determining your firm's responsibility in connection with performance on public contracts.

County shall assume no liability for any expense or loss because of early termination arising from a failure to perform according to the delivery schedule, where established, or in a reasonable manner, where a schedule is not established.

No work is authorized until and unless County issues a purchase order, with such work including the shipment or delivery of goods, equipment, or services described within this solicitation.

**Condition:** Any goods or equipment to be purchased in connection with this solicitation shall be delivered in good condition to the designated destination. Performance is to be in a manner consistent with this solicitation.

All broken and/or damaged items received by County shall be replaced by the contractor, immediately, at his own cost and expense.

Unless otherwise specified, all equipment offered in response to this solicitation shall be standard, new, the latest model, or a regular stock product, with parts available and with equipment and parts that are not currently scheduled to be discontinued.

Bidder shall guarantee that no attachment or part has been applied contrary to manufacturer's recommendations.

**Acceptance:** Performance of the work will be deemed complete only upon delivery and acceptance by County after inspection. Payment alone does not constitute acceptance. County may reject the work or otherwise return goods, in whole or in part, at its discretion, reasonably exercised. Acceptance does not waive claims by County for damages arising from this transaction. For return of goods, your firm agrees to pay delivery costs.

**Charges and Fees:** Unless provided otherwise by County in writing, bidder agrees to deliver goods FOB Destination, Prepaid and Allowed, with bidder bearing the risk of loss until the goods reach the designated destination and paying for all costs of delivery.

To the extent practicable, deliverables are to be provided in an electronic format, unless otherwise directed by County's designated point of contact or in the specifications.

**Payments:**

All public contracts are executory only to the extent of the monies appropriated and available for the purpose of such contracts. No liability on account thereof shall be incurred by County beyond monies appropriated and available for such purpose.

Compensation shall be paid based on unit pricing stated within the bid submission resulting in a contract award. No additional charges may be imposed, including, without limitation, delivery charges and travel costs, unless the County expressly agrees to such charges in writing. In no event shall County be obligated to pay compensation for amounts in excess of the pricing on the bid sheet, unless otherwise agreed in writing, where such shall be in full and final satisfaction of work arising out of this solicitation.

County shall receive invoices, referencing the number assigned to a contract resulting from this solicitation and detailing the basis for the claimed compensation (i.e., hours worked, percentage of phases completed, or deliverables received). Documentation shall be provided to support such claim, as reasonably needed, consistent with the terms and conditions of the contract arising from such solicitation. Such documentation shall be promptly provided to County's designated point of contact upon request.

All payment shall be made using procedures consistent with the Onondaga County Charter and Administrative Code.

Payment will be made upon compliance with the following:

- 1) Prior issuance of a Purchase Order by the Division of Purchase within the scope and limits of the Contract for the work/material being invoiced;
- 2) Full and faithful performance/delivery of the work/material authorized by such Purchase Order;
- 3) Acceptance of the work/material by County's duly authorized designee;
- 4) Receipt of vendor invoices within the limits of such previously authorized Purchase Order.
- 5) Receipt of Certified Payrolls pursuant to the NYS Labor Law where applicable.

Partial payments for delivered items or quantities of a bid may be made by County upon presentation of properly executed claim voucher or invoice, unless otherwise stated.

By submitting a bid in response to this solicitation, bidder, if awarded a contract, agrees:

- 1) County may withhold, out of any amounts due the contractor, sums sufficient to cover any unpaid claims by mechanics or laborers for work or labor performed under this contract; provided, that the notice in writing of such claims, signed by the claimants, shall have been previously filed.
- 2) Unless otherwise specified, County may in any contract involving construction work or labor retain up to five percent (5%) of the amount of the contract until final completion and acceptance of all work covered by the contract.

- 3) Bidder agrees that Bidder shall not be entitled to demand or receive any payment except in the manner set forth in this contract.

**Governing Laws and Regulations:**

This solicitation, including any resulting contracts and performance thereunder, shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a State or Federal court of competent jurisdiction located within Onondaga County, and bidder, by submitting its bid, consents to such jurisdiction. County does not agree to arbitration.

Bidder shall be responsible for obtaining knowledge of and complying with all applicable laws, rules, and regulations, including, without limitation, payment of prevailing wages for public works projects.

Such compliance is a material obligation of any contract resulting from this solicitation, bidder's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

Bidder shall obtain at its own expense all licenses or permits required for its services or work in connection with this solicitation, prior to the commencement of performance.

Special attention is called to those laws and requirements set forth below:

Section 103-d of the state's General Municipal Law requires the signing of a non-collusion certification, which reads:

"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 certified as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition."

By submitting this bid, the bidder warrants that this bid is made without any connection with any person making another bid for the same contract and that the bid is in all respects fair, and without collusion or fraud; also that no member of the County Legislature or other officer of the County or any person employed by the County is directly or indirectly interested in said bid or in the supplies or work to which it relates or in any portion of the profits thereof.

The Toxic Waste Right to Know Law requires the bidder, supplier, manufacturer to provide, upon delivery, any and all information required by law. County reserves the right to refuse shipments and payment when Safety Data Sheets (SDS) are not immediately supplied upon request.

Bidder will maintain Worker's Compensation during the life any resulting contract for the benefit of the bidder's employees.

The provisions of NY Labor Law §220-e are incorporated within and made a part of any resulting contract. Specifically, bidder acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

**NY Labor & Prevailing Wage Laws:**

The provisions of NY Labor Law, including those pertaining to wages and public work, are incorporated within and made a part of any resulting contract to the extent they are applicable, including certified payrolls.

For construction projects that disturb more than one acre in total, construction contractors will be responsible for implementing storm water runoff control measures in accordance with the specifications. All construction projects disturbing more than one acre must control storm water runoff in full compliance with the SPDES general permit for storm water discharge from construction activity. The selected contractor will certify their intent to comply with County's storm water management program.

**Iranian Divestment Act Compliance:**

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 its knowledge and belief that each bidder is not a person engaging in investment activities in Iran in accordance with Section 165-a of the State Finance Law as set forth on the list found at: <https://ogs.ny.gov/iran-divestment-act-2012>.

In the absence of the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law each bidder and each person signing on behalf of any bidder certifies that to the best of their knowledge the Bidder: does not provide goods or services of twenty million dollars or more in the energy section of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or is not a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

**Clauses Required by Law:**

Each and every provision of law and clause required by law to be part of a contract resulting from this solicitation shall be deemed to be part of such contract, to have been inserted in this contract, and shall have the full force and effect of law.



# Technical Specifications and Contract Duration

## Exhibit #1

County of Onondaga  
 Executive Department - Division of Purchase  
 John H. Mulroy Civic Center, 13th Floor  
 421 Montgomery Street  
 Syracuse, New York 13202-2989  
 Phone (315) 435-3458 - Fax (315) 435-3424

Bid Reference: BID0011338

Procurement Description: Institutional Clothing	Date of Bid Release: 01/27/2026 at 09:00 AM	Bidder: PUBLIC EVENT DETAILS Submit To:  Onondaga County DIV OF PURCHASE John H Mulroy Civic Center, 13th Floor 421 Montgomery Street Syracuse NY 13202 United States Contact: Deborah Magaro- Dolan Email: deborahmagarodolan@ongov.net
Deadline for Submission of Questions: February 03, 2026	Bid Submission Deadline: Date/Time: 02/10/2026 at 02:00 PM	
Is a Bid Security Required? No	Pre-Bid meeting: No	
If a Bid Security Required, the amount of such bond is as follows:	Is a Performance Security Bond Required? No	
PRC Number: No PRC Number: n/a	If a Performance Security Bond is required, the amount of such bond is as follows:	
MWBE Required: No		

Is the Bidder required to submit the Specialty Sub-Contractor Listing (NY GML §101(5) -- Wicks) in a separate sealed envelope within the Bid envelope? No (*If Yes, the Specialty Sub-Contractor Listing should be included with the Bid Packet*)

**Term:** The term of this Agreement shall commence on April 01, 2026 and shall continue for a period of one year, unless terminated earlier.

**Renewal:** The contract may be renewed under the same terms and conditions for two (2) additional one (1) year periods upon written consent of both parties.

## General Conditions

**Extension:** The County reserves the right to extend the period of the contract sixty (60) days beyond the specified expiration date of the contract.

**Contact Person:** Please address any and all questions, in writing, to Deborah Magaro-Dolan, Specification Writer, Division of Purchase at [deborahmagarodolan@ongov.net](mailto:deborahmagarodolan@ongov.net), by close of business February 3, 2026.

**Quantities:** The annual quantities listed in the proposal are estimated only. The contract, however, shall be for the quantities actually ordered during the contract period.

**Item References:** Manufacturer and model numbers as stated in this specification are for reference purposes only. Equipment bid shall be on an "OR EQUAL" basis evaluated by the County using the models referenced as a minimum baseline for comparison.

**Delivery:** Orders must be shipped complete. **No** partial shipments will be allowed without prior approval from the ordering department.

Delivery will be within forty-five (45) days after receipt of order or as indicated on the purchase order.

**Billing:** Invoice/packing slips **must** reference the purchase order number.

**Samples:** Samples of each item must be provided with the bid.

**Labeling:** Each garment is to have a woven label specifying size.

### **Price Adjustments**

The County recognizes this product or service has a price component that may have a commodity with changing costs. The Contractor/Supplier may request a Price Adjustment no more frequently than once each quarter (3-month period).

A Price Adjustment request must be made in writing and include the reason for the request, documentation supporting the request (i.e., commodity increases), the current pricing, and the requested revised pricing.

The County will review the Price Adjustment request. If the Price Adjustment is deemed reasonable the Price Adjustment request will be accepted by written acknowledgement. If the request is not accepted the County may entirely reject the request or may counter with revised pricing. In either case the County will provide a written explanation in support of the decision.

The Director of Purchasing may use available indexes (e.g., CPI or PPI) to determine if the requested Price Adjustment is reasonable. Typically, a Price Adjustment that exceeds 5% will not be approved unless very unusual and significant changes have occurred in the industry.

In the event industry costs decline, the County shall have the right to receive, from the Contractor, a reasonable reduction in prices/pricing that reflect such cost changes in the industry. The Contractor will notify the County promptly of any Price Adjustment that decreases costs (i.e., commodity decreases). The County will make a written request to the Contractor for a Price Adjustment in writing with supporting documentation.



# BID FORM & CERTIFICATION

## Exhibit #2

County of Onondaga  
 Executive Department - Division of Purchase  
 John H. Mulroy Civic Center, 13th Floor  
 421 Montgomery Street  
 Syracuse, New York 13202-2989  
 Phone (315) 435-3458 - Fax (315) 435-3424

Bid Reference: BID0011338

Procurement Description: Institutional Clothing	Date of Bid Release: 01/27/2026 at 09:00 AM	Bidder: PUBLIC EVENT DETAILS Submit To:  Onondaga County DIV OF PURCHASE John H Mulroy Civic Center, 13th Floor 421 Montgomery Street Syracuse NY 13202 United States Contact: Deborah Magaro-Dolan Email: deborahmagarodolan@ongov.net
Deadline for Submission of Questions: February 03, 2026	Bid Submission Deadline: Date/Time: 02/10/2026 at 02:00 PM	
Is a Bid Security Required? No	Pre-Bid Meeting: No	
If a Bid Security Required, the amount of such bond is as follows:	Is a Performance Security Required? No	
PRC Number No PRC Number: n/a	If a Performance Security is required, the amount of such bond is as follows:	
MWBE Required: No		

Event Currency: US Dollar  
 Bids allowed in other currency: No

**Bid Results:** Bid results will be available on our website by 3 PM on the date of the bid opening. Go to [www.ongov.net](http://www.ongov.net), follow the departmental link to “Purchasing”, select the “Bid Results” tab on the left, and then follow the instructions. Please be sure to have the Bid Reference number available.

**MINIMUM SPECIFICATIONS & PRICING PAGES**

**Scope:** Furnish institutional clothing for the Justice Center and the Department of Correction as specified below:

**Labeling**

1. All shirts are to be silk screened with 3” letters – OCSO in white across the back with the size of the garment silk screened underneath – see example:

OCSO  
Size

2. All trousers are to be silk screened OCSO in white down the side of the right leg with the size of the garment silk screened underneath – see example.

O  
C  
S  
O

Size

3. Solid colored jumpsuits are to be silk screened with 3” letters OCSO in white and striped jumpsuits are to be silk screened with 3 “ letters in red across the back with the size of the garment silk screened underneath- see example.

OCSO  
Size

**MINIMUM SPECIFICATIONS & PRICING PAGES (cont.)**

**Bidder's Note:** All Groups must be totaled.

**A. Shirts – Unisex**

General: Garments to be seven-ounce, heavy-duty first quality twill. Industrial finish, 65/35-cotton/polyester blend, permanent press; stitching to be same color as garment. All seams to be triple stitched.

Features: Non-binding V-neck, raglan short-sleeves, hemmed sleeves, and bottom.

**NO POCKETS.**

Colors: Spruce Green, Navy, Khaki and White.

**Justice Center & Corrections**

(Silk screened)

(No pocket)

<b>Size</b>	<b>Est. QTY.</b>	<b>Price Each</b>	<b>Extended Price</b>
S-XL	1000		
2X	375		
3X	275		
4X	170		
5X	48		
6X	48		
7X	12		
8X	24		
10X	24		
		<b>Group A Grand Total</b>	

**MINIMUM SPECIFICATIONS & PRICING PAGES (cont.)**

**B. Trousers – Unisex**

General: (Same as Item A above)

Features: Pull-on styles with mock fly, heat-resistant elastic waistband, no drawstring, hemmed bottoms, and **NO POCKETS**. Standard length shall be 32”.

Colors: Khaki

**Corrections & Justice Center**  
 (Silk screened)  
 (No pocket)

<b>Size</b>	<b>Est. QTY.</b>	<b>Price Each</b>	<b>Extended Price</b>
S-XL	2000		
2X	1000		
3X	450		
4X	450		
5X	36		
6X	36		
7X	24		
8X	24		
10X	24		
		<b>Group B Grand Total</b>	

**MINIMUM SPECIFICATIONS & PRICING PAGES (cont.)**

**C. Jumpsuits**

Note: Jumpsuits to be silk-screened on back in white, 3” letters with “**OCSO and Size**” only. Refer to Item 1 – Labeling. Striped jumpsuits to be silk-screened in red.

General: Garment to have heavy-duty stainless steel snaps, 65/35 cotton poly blend, permanent press, short sleeves, elasticized waistband, hemmed sleeves and bottoms, all seams to be triple stitched, 32” inseam, **NO POCKETS**, stitching to be same color as garment.

1. Color: Green

<b>Size</b>	<b>Est. QTY.</b>	<b>Price Each</b>	<b>Extended Price</b>
S-XL	120		
2X	30		
3X	30		
4X	30		
5X	30		
6X	30		
7X	12		
		<b>Group C1 Grand Total</b>	

2. Black and White Stripe

<b>Size</b>	<b>Est. QTY.</b>	<b>Price Each</b>	<b>Extended Price</b>
LG	48		
XL	72		
2X	72		
3X	60		
4X	12		
5X	12		
6X	12		
7X	12		
		<b>Group C2 Grand Total</b>	

**MINIMUM SPECIFICATIONS & PRICING PAGES (cont.)**

**Jumpsuits** (cont.)

3. Orange and White Stripe

<b>Size</b>	<b>Est. QTY.</b>	<b>Price Each</b>	<b>Extended Price</b>
LG	48		
XL	72		
2X	72		
3X	72		
4X	60		
5X	12		
6X	12		
7X	12		
		<b>Group C3 Grand Total</b>	

<b>Grand Total All Groups A - C</b>	
-------------------------------------	--

**PROPOSAL, CERTIFICATIONS AND SIGNATURE:**

**TO:** Director of Purchasing, Onondaga County Division of Purchase, 421 Montgomery St., Syracuse, NY 13202.

*Addenda Acknowledgment:*

The following addenda have been received, reviewed and are included in this bid:

**Addenda #                      Addendum Date**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I agree to provide all the material, equipment, labor and/or services to the County of Onondaga and/or its political subdivisions for the amount(s) set forth in this Bid, all in accordance with the requirements of the Instructions to Bidders and the documents referred to therein.

I have clearly identified variations from the published specifications where applicable.

I have received, read and agree to all the terms and conditions set forth in the Bid Packet/Instructions to Bidders and all the documents referred to therein.

I have signed and included the following Certifications with this Bid:

- Non-Collusion Certification
- No Conflict of Interest or Detrimental Effect Certification
- Iranian Divestment Certification
- Prevention of Sexual Harassment Certification

I make this bid on behalf of the Company identified below and am authorized to make this commitment.

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

By: \_\_\_\_\_  
Signature

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

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

Contact person: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

Purchase Order Address (if different than above):  
\_\_\_\_\_

Ordering Email: \_\_\_\_\_

Bid Email: \_\_\_\_\_

Note: Vendors MUST provide a properly completed IRS Form W-9 with their bid.

**This page must be signed and returned along with additional required Certifications.**



## Contract Pricing Sheet

### Exhibit A

County of Onondaga  
 Executive Department - Division of Purchase  
 John H. Mulroy Civic Center, 13th Floor  
 421 Montgomery Street  
 Syracuse, New York 13202-2989  
 Phone (315) 435-3458 - Fax (315) 435-3424

Bid Reference: BID0011338

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PRC Number: No PRC Number: n/a	If a Performance Security is required, the amount of such bond is as follows:	
MWBE Required: No		

***PURCHASING INSERT CONTRACT PRICING DETERMINED AFTER BID OPENING SHEET HERE***

**EXHIBIT B**  
**STANDARD TERMS AND CONDITIONS**  
**REVISED OCTOBER 11, 2019**

This Exhibit B sets forth the Standard Terms and Conditions intended to be incorporated into and made a part of the Agreement with Onondaga County ("County"). The Agreement incorporating this Exhibit "B" executed between the County and the Supplier defined in the Agreement coupled with any other documents made a part of the Agreement shall be referred to herein as the "Contract Documents." References to "this Agreement" shall mean the Agreement which incorporates this Exhibit "B".

**AMBIGUITIES OR CONFLICTS WITHIN CONTRACT DOCUMENTS**

In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Supplier shall (1) provide the better quality or greater quantity of Work and/or (2) comply with the interpretation more favorable to the County as interpreted by the Director of Purchasing. The terms and conditions of this paragraph shall not relieve the Supplier of any of the obligations set forth elsewhere in the Contract Documents.

**TERMINATION FOR CONVENIENCE**

Upon five (5) days written notice, Onondaga County may, by written notice to Supplier, terminate the Contract, or any part thereof, for any or no reason, for Onondaga County's convenience. Upon notice of termination, Supplier shall immediately stop all work and cause its suppliers and/or subcontractors to stop all work in connection with the Contract. No liability shall be incurred by County for such cancellation beyond payment of the unit price for the portion of the work delivered and accepted. Further, County may cancel for breach and seek all remedies available at law or equity. Onondaga County shall have no responsibility for work performed after Supplier's receipt of notice of termination.

At least the following obligations shall survive the termination or expiration of this Agreement:

- 1) Owner making payments for amounts due and owing for work completed prior to termination, under a purchase order issued within the term of this Agreement;
- 2) Supplier maintaining documentation and produce such reports as may be required under this Agreement; and
- 3) Supplier defending, indemnifying, and holding harmless as set forth herein.

With cause, County may terminate the contract immediately upon dispatch of written notification to your firm.

Upon receiving notice of the intended termination, all work shall cease on the applicable termination date, and bidder shall proceed to cancel all existing subcontracts insofar as such contracts are for goods, equipment, or services chargeable to this agreement.

In case of default by the bidder holding a contract arising from this solicitation, County may procure the work, including the goods, equipment, or services, from other sources, without notice, and may hold such bidder responsible for any excess cost related to such procurement.

Notwithstanding the foregoing, neither the grant by County of an extension of time for the performance of the contract nor the doing and acceptance of any part of the work, including the goods, equipment, or services, shall be deemed to be a waiver by County of its rights to seek any and all remedies, including termination.

### **DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS**

To the fullest extent permitted by law, Supplier agrees to indemnify, defend and hold harmless County, and County's agents and employees or any of them from and against suits, claims, actions, liabilities, damages, professional fees, including attorney's fees, costs, court costs, expenses, disbursements or claims of any kind or nature, including by reason of statute or operation of law, for injury to or death of any person or damage to any property (including loss of use thereof) arising out of or in connection with the performance of the Agreement and alleged to be caused in whole or in part by (i) the culpable acts or omissions of the Supplier, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (ii) the breakage or malfunctioning of any tools, supplies, scaffolding or other equipment used by or furnished to Supplier, its subcontractors or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

This indemnification shall apply regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. This provision shall not be construed to require the Supplier to indemnify any indemnitee for the negligence of the indemnitee to the extent such negligence proximately caused the damages complained of. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

### **INSURANCE**

Exhibit C, Supplier's Insurance Requirements, are incorporated herein by reference.

Supplier shall deliver to County's Department of Law, before this Agreement may be made or performed, and from time to time as is reasonable, as evidence that Supplier has obtained the insurance as required by this Agreement, both a form certificate of insurance approved for use by New York's Superintendent of Insurance which identifies the insurance contracts obtained by Supplier and copies of the declarations of each insurance contract referred to in the form certificate of insurance.

At the request of County, Supplier shall deliver to County's Department of Law a copy of any insurance contract required by this Agreement.

### **WORKERS' COMPENSATION AND DISABILITY BENEFITS**

Supplier and other person or entity making or performing this Agreement shall secure compensation for the benefit of, and keep insured during the life of this Agreement, the employees engaged thereon, in compliance with the provisions of the New York State Workers' Compensation Law.

Supplier shall show, before this Agreement may be made or performed, and at all times during the life of this Agreement, that Supplier, and other person or entity performing this Agreement, is in compliance with the provisions of the New York State Workers' Compensation Law, by Supplier's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Supplier, and other person or entity making or performing this Agreement, has secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Supplier, and other person or entity making or performing this Agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Supplier, and other person or entity making or performing this Agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Supplier, and other person or entity making or performing this Agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5. Board form DB-120.1, subscribed by the insurer, showing that Supplier, and other person or entity making or performing this Agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Supplier, and other person or entity making or performing this Agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Supplier, and other person or entity making or performing this Agreement is not required to secure.

### **INSPECTION, SAMPLES AND TESTING**

Material offered under a bid shall be available for inspection before delivery at a point agreed upon between the bidder and the Purchasing Director.

Samples are required to be furnished by the bidder at the request of the Purchasing Director. Samples are to be furnished at no cost to the County. Samples will be returned only at the cost of the bidder when requested within ten (10) days of bid award. Absent such timely request, the samples are deemed property of the County. Some samples may be retained for the life of the contract to verify delivery is in compliance with specifications.

By submitting a bid, bidder understands, acknowledges, and otherwise agrees that bidder shall bear responsibility for the cost of all deliveries tested by the County.

## **DELIVERY & ACCEPTANCE**

**Time is of the essence:** Delivery of goods, equipment, services, or other work in connection with this solicitation is required to be made on or before the date specified herein.

If County has specified a schedule for delivery within this solicitation, County may direct expedited delivery in the event that bidder, after receiving an award, fails to deliver according to such schedule. In such event, the bidder shall be responsible for all related costs of expediting.

Failure to deliver as specified may result in termination of the contract and may further disqualify your firm from receiving future contracts for at least two years, as such failure may be considered, among other factors, when determining your firm's responsibility in connection with performance on public contracts.

County shall assume no liability for any expense or loss because of early termination arising from a failure to perform according to the delivery schedule, where established, or in a reasonable manner, where a schedule is not established.

No work is authorized until and unless County issues a purchase order, with such work including the shipment or delivery of goods, equipment, or services described within this solicitation.

**Condition:** Any goods or equipment to be purchased in connection with this solicitation shall be delivered in good condition to the designated destination. Performance is to be in a manner consistent with this solicitation.

All broken and/or damaged items received by County shall be replaced by the Supplier, immediately, at his own cost and expense.

Unless otherwise specified, all equipment offered in response to this solicitation shall be standard, new, the latest model, or a regular stock product, with parts available and with equipment and parts that are not currently scheduled to be discontinued.

Bidder shall guarantee that no attachment or part has been applied contrary to manufacturer's recommendations.

**Acceptance:** Performance of the work will be deemed complete only upon delivery and acceptance by County after inspection. Payment alone does not constitute acceptance. County may reject the work or otherwise return goods, in whole or in part, at its discretion, reasonably exercised. Acceptance does not

waive claims by County for damages arising from this transaction. For return of goods, your firm agrees to pay delivery costs.

**Charges & Fees:** Unless provided otherwise by County in writing, bidder agrees to deliver goods FOB Destination, Prepaid and Allowed, with bidder bearing the risk of loss until the goods reach the designated destination and paying for all costs of delivery.

To the extent practicable, deliverables are to be provided in an electronic format, unless otherwise directed by County's designated point of contact or in the specifications.

## **PAYMENTS**

All public contracts are executory only to the extent of the monies appropriated and available for the purpose of such contracts. No liability on account thereof shall be incurred by County beyond monies appropriated and available for such purpose.

Compensation shall be paid based on unit pricing stated within the bid submission resulting in a contract award. No additional charges may be imposed, including, without limitation, delivery charges and travel costs, unless the County expressly agrees to such charges in writing. In no event shall County be obligated to pay compensation for amounts in excess of the pricing on the bid sheet, unless otherwise agreed in writing, where such shall be in full and final satisfaction of work arising out of this solicitation.

County shall receive invoices, referencing the number assigned to a contract resulting from this solicitation and detailing the basis for the claimed compensation (i.e., hours worked, percentage of phases completed, or deliverables received). Documentation shall be provided to support such claim, as reasonably needed, consistent with the terms and conditions of the contract arising from such solicitation. Such documentation shall be promptly provided to County's designated point of contact upon request.

All payment shall be made using procedures consistent with the Onondaga County Charter and Administrative Code.

Payment will be made upon the full and faithful performance of the contract, acceptance of materials and/or work by County's designated person, and upon receipt of the vendor invoices from the receiving department.

Partial payments for delivered items or quantities of a bid may be made by County upon presentation of properly executed claim voucher or invoice, unless otherwise stated.

By submitting a bid in response to this solicitation, bidder, if awarded a contract, agrees:

- County may withhold, out of any amounts due the Supplier, sums sufficient to cover any unpaid claims by mechanics or laborers for work or labor performed under this contract; provided, that the notice in writing of such claims, signed by the claimants, shall have been previously filed.
- Unless otherwise specified, County may in any contract involving construction work or labor retain up to five percent (5%) of the amount of the contract until final completion and acceptance of all work covered by the contract.

- Bidder agrees that he shall not be entitled to demand or receive any payment except in the manner set forth in this contract.

Price includes all delivery charges for packing, crating, containers, shipping FOB the County or Project site as directed by the County, clean up and disposal of packing materials and, if applicable, installation of materials purchased.

Prices bid shall be the full amount of compensation to be paid by the County for all items to be furnished under this contract, irrespective of the time of shipment or delivery, unless otherwise expressly provided.

### **ASSIGNMENT**

Supplier is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or Supplier's right, title, or interest in this Agreement, or Supplier's power to execute this Agreement, to any other person or entity without the previous consent in writing of County.

### **INDEPENDENT CONTRACTOR**

Supplier is an independent contractor. Neither Supplier, nor Supplier's officers, employees, agents, or servants, shall hold themselves out as, or claim to be, officers, employees, agents, or servants of County.

### **NO PARTNERSHIP OR JOINT VENTURE**

Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between County and Supplier.

### **CONFLICT OF INTEREST**

Exhibit D; Signed Conflict of Interest will Incorporated herein by reference.

At the time Supplier submits a bid, or if no bid is submitted, prior to performing any services under this Agreement, Supplier shall deliver to County's Department of Law, the attached affidavit certifying that Supplier has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County.

The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Supplier. Supplier assumes full responsibility for knowing whether Supplier's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

During the course of performing services for County, Supplier shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Supplier, Supplier's officers, Supplier's employees, Supplier's agents, and Supplier's servants.

The duty to disclose is a continuing duty.

Such disclosure is a material obligation of this Agreement and Supplier's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

If the conflict cannot be resolved to the satisfaction of County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Supplier, and Supplier shall disclose the same.

Supplier shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project.

Supplier shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this Agreement pertains.

If applicable, Supplier shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof.

A conflict of interest of Supplier's officers, Supplier's employees, Supplier's agents, or Supplier's servants shall be deemed a conflict of interest of Supplier, giving rise to the duty to disclose.

### **CONFIDENTIALITY**

Supplier shall not disclose any data, facts, or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or as may be required by law. County remains the owner of any such data, facts, or information, and Supplier is granted use for the purposes of this Agreement only.

### **COMPLIANCE WITH LAW**

Supplier shall be responsible for obtaining knowledge of and complying with all applicable laws, rules, and regulations, including, without limitation, payment of prevailing wages for public works projects.

Such compliance is a material obligation of this Agreement and Supplier's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

The provisions of NY Labor Law §220-e are incorporated within and made a part of any resulting contract. Specifically, bidder acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

### **NY LABOR & PREVAILING WAGE LAWS**

The provisions of NY Labor Law, including those pertaining to wages and public work, are incorporated within and made a part of any resulting contract to the extent they are applicable,

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a State or Federal court of competent jurisdiction located within Onondaga County, and Supplier consents to such jurisdiction.

## **NON-WAIVER**

A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

## **LICENSES AND PERMITS**

Supplier shall obtain at Supplier's own expense all licenses or permits required for Supplier's services or work under this Agreement, prior to the commencement of Supplier's services or work.

## **APPROPRIATIONS (AVAILABLE FUNDS)**

This Agreement is executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.

Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds are appropriated and available to support such work, County shall not have incurred a financial obligation under this Agreement for such work.

## **AGREEMENT MODIFICATIONS**

This Agreement represents the entire and integrated agreement between County and Supplier and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by a writing signed by County and Supplier.

## **PURCHASES BY OTHER GOVERNMENTAL OR AUTHORIZED ENTITIES**

Consistent with provisions of General Municipal Law § 103 and other applicable law, rules, and regulations, this contract is intended to be open and available for use by other government entities, including, but not limited to, counties, towns, and villages within New York State, and certain authorized users. Any such entity wishing to use this contract should consult with counsel as to its applicability and/or suitability within the specific context of such entity's governmental structure, authorized procurement processes, and market for comparable goods and/or services, accounting for such other factors as may be relevant to such transaction.

The County shall not be responsible for paying any costs incurred by such entity in using this contract, where such responsibility shall be borne solely and exclusively by the entity actually receiving services under this contract. Supplier and any such entity shall memorialize and provide in a separate written instrument responsibility for payment and performing other obligations, including terms and conditions that may differ from this contract. The County shall not be responsible for liability arising from such use by any such entity in using this contract.

This contract shall be held open for such use, at prices quoted on the bid, for the entire term of the contract.

In the event that there are any minimum order requirements, delivery charges, or other deviations from the prices offered to County to be applied to purchases by such entities, any such deviations shall be clearly stated in the bid. No such charges to the entities purchases through this contract shall be permitted if such are not expressly contained in the original bid.

In all places where "the County" is used, the name of the entity making the purchase through this contract shall be substituted therefor, except for actions to be performed expressly by the County's Division of Purchase.

### **SEVERABILITY**

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

### **DISCRIMINATION PROHIBITED**

Consistent with Labor Law §220-e, Supplier agrees that:

- in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no Supplier, subcontractor, nor any person acting on behalf of any subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- no Supplier, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex, or national origin;
- this Agreement may be cancelled or terminated by County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of this Agreement; and
- the aforesaid provisions of this section, covering every contract for or on behalf of the County for the manufacture, sale, or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

Further, Supplier acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

### **TAX EXEMPTION**

Onondaga County is generally exempt from federal, state and local taxes for purchases made in furtherance of its exempt purposes, including New York sales and use taxes on all supplies and materials furnished by Supplier for incorporation into work pursuant to provisions of this Contract. Supplier shall not charge Onondaga County for any taxes in connection with goods or materials to the extent permitted by law. Without limiting the foregoing, Onondaga County will not be responsible directly or indirectly (including by reimbursement to Supplier) of any property taxes assessed on any leased property under this Order. Supplier is familiar with and shall comply with the requirements applicable to claiming such exemptions. Onondaga County shall provide copies of exemption certificates upon request.

Supplier's attention is called to fact that materials not actually incorporated into work will not be exempt from payment of a sales tax. This includes, but is not limited to, to such things as: Construction machinery and equipment including rentals or repair parts; Supplier's office supplies; Supplier's supplies, tools and miscellaneous equipment including forms, materials and scaffolding (whether purchased or rented); Temporary Heat; Telephone or electric services; Any other items purchased or rented by Supplier for Supplier's use in performing contract and not incorporated into realty.

### **WARRANTIES**

Supplier warrants that all material, work product, and merchandise supplied under the Order (a) shall strictly conform to all specifications, drawings, samples, or other descriptions furnished to and approved by Onondaga County, (b) shall be fit and serviceable for the purpose intended, as agreed to by Onondaga County and Supplier (c) shall be of good quality and free from defects in materials and workmanship, (d) shall be new and not refurbished or reconditioned, unless expressly agreed in writing by Onondaga County, and (e) shall not infringe any patent, copyright, mask work, trademark, trade secret or other intellectual property, proprietary or contractual right of any third party. In addition, Supplier warrants that Onondaga County shall have good and marketable title to all goods (including all components thereof) purchased by Onondaga County pursuant to the Order, free of all liens and encumbrances and that no licenses are required for Onondaga County to use such goods. With respect to services, Supplier warrants that all services shall be provided in a professional and workmanlike manner, with a degree of skill and care consistent with current, good and sound professional procedures. Neither receipt of material, work product or merchandise nor payment therefore shall constitute a waiver of this provision. If a breach of warranty occurs, Onondaga County may, in its sole discretion, and without waiving any other rights, return for credit or require prompt correction or replacement of the nonconforming goods or services.

### **SUPPLEMENTAL WARRANTY**

In addition to any other warranties, Bidder warrants for at least one year, commencing on the date of acceptance, that Bidder will correct at no additional cost to County any failure or defect in material and workmanship,

where such defect appears in the equipment, goods, or services supplied under this bid. In the event that any applicable warranty provided by the manufacturer or otherwise related to the product, bidder shall cause its warranty to extend longer than the one-year period stated herein, ending at the time of the greater warranty period.

County does not accept purported terms and conditions in any bid documents attempting to make exceptions for implied warranties of suitability or merchantability. Further, County does not accept purported terms and conditions in any bid documents attempting to limit County's potential recovery for incidental or consequential damages or for its legal remedies to secure such recovery.

**PACKING**

Onondaga County's purchase order number and specific delivery location must appear on the outside of each package and on all packing slips, invoices, and allied papers. A packing slip must be included with each shipment. Except as expressly provided in the Order, Supplier shall pack, mark and prepare all shipments to meet the carrier's requirements, at Supplier's expense.

**ASSISTANCE WITH FUNDING OBLIGATIONS**

County may require assistance from Vendor in providing specific documentation required by funding sources, including, without limitation, State and Federal agencies. Vendor agrees to comply with County's requests for assistance in providing such documentation, including passing on such requirements to Vendor's subcontractors where applicable.

**CLAUSES REQUIRED BY LAW**

Each and every provision of law and clause required by law to be part of this agreement shall be deemed to be part of this agreement and to have been inserted in this agreement and shall have the full force and effect of law.

**GOVERNING LAWS AND REGULATIONS**

This Solicitation, including any resulting contracts and performance thereunder, shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue shall be a State or Federal court of competent jurisdiction located within Onondaga County, and bidder, by submitting its bid, consents to such jurisdiction. County does not agree to arbitration.

Bidder shall be responsible for obtaining knowledge of and complying with all applicable laws, rules, and regulations, including, without limitation, payment of prevailing wages for public works projects.

Such compliance is a material obligation of any contract resulting from this solicitation, bidder's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement.

Bidder shall obtain at its own expense all licenses or permits required for its services or work in connection with this solicitation, prior to the commencement of performance.

Special attention is called to those laws and requirements set forth below:

Section 103-d of the state's General Municipal Law requires the signing of a non-collusion certification, which reads:

"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 certified as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition."

By submitting this bid, the bidder warrants that this bid is made without any connection with any person making another bid for the same contract and that the bid is in all respects fair, and without collusion or fraud; also that no member of the County Legislature or other officer of the County or any person employed by the County is directly or indirectly interested in said bid or in the supplies or work to which it relates or in any portion of the profits thereof.

The Toxic Waste Right to Know Law requires the bidder, supplier, manufacturer to provide, upon delivery, any and all information required by law. County reserves the right to refuse shipments and payment when Safety Data Sheets (SDS) are not supplied on delivery or promptly upon request.

Bidder will maintain Worker's Compensation during the life any resulting contract for the benefit of the bidder's employees.

The provisions of Labor Law §220-e are incorporated within and made a part of any resulting contract. Specifically, bidder acknowledges that discrimination on the basis of race, creed, color, disability, sex or national origin is prohibited under various provisions of federal, state, and local law, including applicable rules and regulations.

For construction projects that disturb more than one acre in total, construction Suppliers will be responsible for implementing storm water runoff control measures in accordance with the specifications. All construction projects disturbing more than one acre must control storm water runoff in full compliance with the SPDES general permit for storm water discharge from construction activity. The selected Supplier will certify their intent to comply with County's storm water management program.

## **SUSPENSION AND DEBARMENT**

Supplier certifies that, except as noted, Supplier and any person associated with Supplier in the capacity of owner, partner, director, officer, or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years.

### **REPORTING AND DOCUMENTATION**

Supplier shall report directly to the person designated by the County as the point of contact to act on County's behalf in directing and reviewing Supplier's services. This point of contact does not have authority to bind the County.

Supplier shall maintain sufficient documentation to reasonably support the use of funds or the delivery of goods and/or services to be provided to County, consistent with the terms and conditions of this Agreement. Such documentation shall be promptly provided to County's designated point of contact upon request.

To the extent practicable, deliverables are to be provided in an electronic format, unless otherwise directed by County within the Solicitation.

### **NOTICE TO PROCEED -- USE OF PURCHASE ORDERS**

Supplier is not authorized to provide goods, equipment, services, or, in any other manner, commence work under the Agreement until and unless County issues a purchase order to Supplier for specific work or materials, consistent with an executed amendment (describing a phase, task, or deliverable). The purchase order shall constitute notice to proceed for such work. Supplier shall be limited to providing only the work specified on the purchase order and shall not incur costs or invoice County for amounts in excess of the purchase order. No oral modifications are permitted.

One or more purchase orders may be needed to accomplish the work of this Agreement, including any executed amendments. Under this Agreement, work may be phased or otherwise delivered at specific times in connection with a developed work schedule. County may choose to issue supplemental task orders or directives as may be needed to implement such work plan. The use of such supplemental documents, if any, may be specified within the purchase order or statement of work.

In the event Supplier reasonably anticipates costs or compensable work in excess of the dollar amounts authorized under a purchase order, Supplier shall promptly notify County and seek direction.

No purchase order shall be issued where the work is reasonably anticipated to extend beyond the end of the term, as specified herein. If it is reasonably anticipated that work shall extend beyond the end of the term, an extension in the form of an executed amendment should be in place, and Supplier shall promptly notify County and seek direction.

The County's obligation to make any payments under a contract resulting from this bid shall be limited to such amounts as has been duly appropriated by the County and made available for such contract. Until such time as a purchase order is issued by County for specific work, following a certification within the County that funds

are appropriated and available to support such work, County shall not incur a financial obligation under this Agreement for such work.

**PAYMENT AND PERFORMANCE BONDS**

The Supplier shall furnish any required bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds shall be obtained from a surety satisfactory to the Owner rated "A/VI" or better by Best's rating service or an equivalent rating as certified by the Superintendent of Insurance, licensed to do business in New York State, and listed in the latest issue of the U.S. Treasury Circular 570. The cost of the required bonds shall be included in the Contract Sum. Each bond shall be maintained throughout the duration of the Project. The Surety furnishing the Performance Bond and the Labor and Material Payment bond must waive notice of any change in the contract price or contract time. Attorneys-in-Fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

The Supplier shall deliver the required bonds to the Onondaga County Law Department prior to the execution of the Contract.

Every Bond must display the Surety's Bond Number.

**PRICE INCREASES**

Increases to the bid price shall not occur sooner than the date of renewal (if any). In the event that the Supplier intends to increase its pricing, the Supplier must notify the County Purchasing Director not less than ninety (90) days prior to such date of renewal. The date of renewal (if elected) will be deemed to be the contract anniversary date.

**SUBSTITUTIONS FOR SPECIFIED EQUIPEMENT or MATERIALS**

**Use of Brand Names, Model Numbers or other References:** References within the specifications to a trade name, manufacturer's catalog or model number are intended to establish the type and quality of materials, supplies or work desired.

If Bidder proposes goods, equipment, supplies, and methods by which work that are not as specified, Bidder warrants that the proposed items and are equal or better quality to the specified items in all respects. Each variance from any specified item must be clearly and fully stated within the bid. Bidder must provide supporting documentation (catalogue cuts, product literature, model number's, etc.) for each such item as part of its bid.

The Purchasing Director will determine, in such officer's sole discretion, whether such variant goods, equipment, supplies, and methods by which work is to be performed are accepted as being equal to the goods, equipment, supplies, and methods by which work is to be performed stated within the specifications.

**SAFETY DATA SHEETS:**

Safety Data Sheets must be provided for each item by each Bidder if requested.

## End Standard Terms and Conditions

## EXHIBIT C- INSURANCE REQUIREMENTS

The terms and conditions of the Agreement incorporating this Exhibit "C" executed between the Onondaga County ("County") and the Supplier identified in the Agreement shall take precedence over conflicting provisions within this document, unless otherwise stated herein. References to the Agreement shall mean the agreement which incorporates this Exhibit "C". During the term of the Agreement, the Supplier shall comply with the Insurance Requirements set forth below:

### Insurance

The insurance required within this section shall be obtained by Supplier from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A.M. Best Company, Inc. financial strength rating of A- or better and an A.M. Best Company, Inc. financial size category of XV.

Each insurance contract shall name Supplier as the insured in its declarations.

Each insurance contract, except a professional liability insurance contract, **shall be endorsed by the insurer to name, make, and add Onondaga County as additional insured** so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages.

Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to County, as primary to, and not seek contribution from, any other insurance available to County by any other insurance contract naming County as the insured.

Each insurance contract shall be endorsed by the insurer to obligate the insurer to give County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to County's Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13202.

Each insurance contract shall be approved and accepted by County, in its sole discretion.

Supplier shall deliver to County's Department of Law, before this Agreement may be made or performed, and from time to time as is reasonable, as evidence that Supplier has obtained the insurance as required by this Agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Supplier and copies of the declarations of each insurance contract referred to in the form certificate of insurance.

At the request of County, Supplier shall deliver to County's Department of Law a copy of any insurance contract required by the Agreement.

Supplier shall always obtain and maintain during the term of the agreement through at least three years after the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of

any period for correction of work, in the performance of, or in connection with, or collateral to, this Agreement, at its sole cost and expense, the following insurance:

**Workers Compensation**

Workers Compensation Insurance with statutory limits and Employers Liability coverage of not less than the statutory (unlimited) Employers Liability.

**Commercial General Liability**

Commercial General Liability Insurance with a minimum limit as follows:

Bodily Injury and Property Damage Limit	\$1,000,000 each occurrence
Products/Completed Operations Limit	\$2,000,000 aggregate
Personal Injury & Advertising Injury Limit	\$1,000,000 each person Or organization
General Aggregate	\$2,000,000 applicable on a Per project basis

- CGL Coverage shall be written on ISO Occurrence form CG00 01 0413 or a substitute form providing equivalent coverage.
- Owner and all other parties required by contract, shall be included as additional insureds on the CGL including Completed Operations, using ISO Additional Insured Endorsement CG 2010 0413 or a combination of ISO form CG 2037 0413 or an equivalent coverage to the additional insured's. This insurance for the additional insured shall be as broad as the coverage provided for the named insured Supplier. It shall apply as Primary and Noncontributory insurance, before any other insurance or self-insurance, including any deductible, maintained by or provided to the additional insured.
- Supplier shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- CGL coverage shall not contain any exclusions for municipal work, "Labor Law" or any similar exclusions which exclude bodily injury to an employee of the Owner, Supplier or an employee of a sub-contractor hired by the Supplier if it occurs in the course of employment.

**Automobile Liability**

Automobile Liability insurance covering owned, hired and non- owned vehicles, with a minimum limit of liability of \$1,000,000. Owner and their agents and employees shall be included as additional insureds on a primary and non-contributing basis.

**Umbrella or Excess Liability**

Umbrella or Excess liability insurance with a limit of \$1,000,000.00 per occurrence and a general aggregate of \$1,000,000. Owner and their agents and employees shall be included as additional insureds on a primary and non-contributing basis before any other insurance or self- insurance, including any deductible maintained by, or

provided to the additional insured other than the CGL, Auto Liability and Employer's Liability coverage's maintained by the Supplier.

If Supplier fails to procure insurance for the Owner as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by Owner, and their respective insurers, which would have otherwise been paid by the Supplier's required insurance.

Waiver of Subrogation - Supplier waives all rights against Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements above.

Notice of Change or Cancellation - No policy will permit cancellation or modification without thirty (30) days prior written notice of cancellation or modification to the Owner.

Prior to commencing "the Work" described in this Agreement, Supplier shall provide Owner a Certificate of Insurance evidencing compliance with the insurance procurement requirements herein, in standard ACORD form and attached to each certificate of insurance shall be a copy of the Additional Insured, Waiver of Subrogation and Notice of Cancellation endorsements.

In the event any part of this Addendum conflicts with any other provisions between Owner and Supplier regarding indemnity or insurance requirements, this Addendum controls. This Agreement cannot be modified orally, and any commencement of "the Work" described in the Agreement by the Supplier, or its agents, servants, employees or subcontractors shall constitute an acceptance of this written Agreement as is, and shall have the same force and effect as though same were fully executed.

**PREVENTION OF SEXUAL HARASSMENT CERTIFICATION**

New York State Labor Law §201-g requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (<https://www.ny.gov/combating-sexual-harassment-workplace/employers>)

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace that, at a minimum, meets the requirements of NY Labor Law §201-g and provides annual sexual harassment prevention training to all of its employees.

Consistent with the requirements of NY Finance Law §139-L, this bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification; provided, however, that if a bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

\*\*\*\*\*

Under penalty of perjury, by signing below, I submit this bid on behalf of the below named Firm, and certify that said Firm has and has implemented a written policy addressing sexual harassment prevention in the workplace that, at a minimum, meets the requirements of NY Labor Law §201-g and provides annual sexual harassment prevention training to all of its employees. I further certify that I am duly authorized by the Firm to make this certification on behalf of the Firm.

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Printed Name and Title  
of Authorized Person: \_\_\_\_\_

**BID PROPOSAL**  
BID TITLE: Institutional Clothing  
BID NUMBER: # BID0011338

**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 his/her knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

\_\_\_\_\_  
Bidder's Name

By: \_\_\_\_\_  
Signature

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

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

## **CERTIFICATION OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT**

The Firm offering to provide services pursuant to this solicitation, as a Consultant, joint venture consultant, subconsultant, or subcontractor, attests that its performance of the services outlined in this solicitation does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the County of Onondaga.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any County project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the County;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has regarding any existing contracts or agreements between the Firm and the County;
3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the County;
4. The fulfillment of any other contractual obligations that the Firm has with the County will not affect or influence its ability to perform under any contract with the County resulting from this solicitation;
5. During the negotiation and execution of any contract resulting from this solicitation, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the County as a whole including, but not limited to, any action or decision to divert resources from one County project to another;
6. In fulfilling obligations under each of its County contracts, including any contract which results from this solicitation, the Firm will act in accordance with the terms of each of its County contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the County as a whole including, but not limited to, any action or decision to divert resources from one County project to another;
7. No former officer or employee of the County who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the County, has played a role with regard to the administration of this contract procurement in a manner that may violate applicable Ethics Laws; and
8. The Firm has not and shall not offer to any employee, member or director of the County any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this solicitation should note that the County recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The County will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

\_\_\_\_\_  
Bidder's Name

By: \_\_\_\_\_  
Signature

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

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

**IRANIAN DIVESTMENT 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 their knowledge and belief that each bidder is not on the list created pursuant to NY State Finance Law §165-a(3)(b) (<https://ogs.ny.gov/iran-divestment-act-2012>).

Each bidder and each person signing on behalf of any bidder further certifies under penalty of perjury, that to the best of their knowledge and belief, the bidder:

- (a) Does not provide goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; AND
- (b) Is not a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector of Iran.

Under penalty of perjury, by signing below, I the above certification on behalf of the below named Firm. I further certify that I am duly authorized by the Firm to make this certification on behalf of the Firm.

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Authorized Person:

\_\_\_\_\_

Printed Name and Title  
of Authorized Person: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See specific instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ♦ ..... <input type="checkbox"/> Other (see instructions) ♦	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ♦	Date ♦
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- ♦ An individual who is a U.S. citizen or U.S. resident alien,
- ♦ A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- ♦ An estate (other than a foreign estate), or
- ♦ A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- ♦ The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.  
<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>4</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>4</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.