STATE OF NEW YORK
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

EMERGENCY SERVICES LOAN AGREEMENT

Agreement Number «Agreement_»

THIS AGREEMENT, made as of «Approval_Date», by and between the New York State Division of Homeland Security and Emergency Services, 1220 Washington Ave., State Office Campus, Building 7A, Albany, New York 12242 ("Lender") and the «Company», «Address_Line_1», «City_State_Zip», a municipal or district corporation organized under the laws of the State of New York ("Borrower"), (collectively the "Parties"), pursuant to State Finance Law §97-pp:

1. Entirety of Agreement.

This Agreement consists of the following elements:

a. the body of this Agreement (i.e., that portion preceding the signatures of the Parties in execution);

b. Appendix A, "Standard Clauses for all New York State Contracts," as revised to January 2014;

c. Appendix B, Notices;

d. Appendix C, Electronic Payments;

e. Borrower's New York State Emergency Services Loan Application ("application"), incorporated herein by reference; and

f. Exhibit 1, "Loan Repayment Schedule."

2. Order of Precedence.

In case of any inconsistency or conflict in interpretation among the provisions of this Agreement, the conflict shall be resolved by giving precedence to the elements in the following order:

a. Appendix A;

b. the body of this Agreement;

c. Appendix B;

d. Appendix C;

e. Exhibit 1; and

f. the application.

3. Consideration.

In consideration of the promises and covenants contained in this Agreement, the Lender agrees to loan to Borrower, and Borrower agrees to borrow from Lender, the sum of «Amount_Words» and 00/100 Dollars ($«Amount_».00). Said Loan amount to be disbursed upon approval of this Agreement by the Office of the State Comptroller.

4. Administration and Repayment of Loan.

Borrower agrees to administer and repay the loan as follows:

(a) Deposit and investment of loan. Borrower shall upon receipt of Lender's check: (1) deposit that portion of the money loaned which will be expended within thirty (30) calendar days following receipt of the check in a separate account in a bank or trust company located and authorized to do business in this State, and secure such deposit, in the manner provided by Section 10 of the General Municipal Law and (2) invest that portion of the money loaned which will not be expended within thirty (30) calendar days following receipt of the check in a separate special time deposit account in, or a certificate of deposit issued by, a bank or trust company located and authorized to do business in this state, and secure such account or certificate of deposit, in the manner provided by Section 11 of the General Municipal Law. Borrower shall forthwith submit to Lender an account statement prepared by the bank or trust company setting forth the date and amount of deposit and the annual interest rate.

(b) Certification. If all the money loaned will be expended for the purpose identified in the application within thirty (30) calendar days following receipt, Borrower shall, not later than forty-five (45) calendar days following receipt, submit to Lender a written certification detailing the date(s), amount(s), recipient(s), and purpose(s) of the expenditure(s). Whenever money is expended from the money on deposit pursuant to subparagraph (a) above, Borrower shall, within fifteen (15) days of such expenditure, submit to Lender a like certification.

(c) Annual installments. On the three hundred sixty-fifth (365) day following the date of the Loan disbursement check (hereinafter known as the anniversary date of this obligation) the first repayment is due to Lender in the amount and at the address set forth in Exhibit 1. Subsequent installments in a like amount are due on each successive anniversary date in accordance with Exhibit 1 until the balance of the Loan is paid. Interest on the Loan shall be calculated and paid as in subparagraph (e) below. Following disbursement of the Loan amount, Lender will send Borrower a fully-executed copy of the Loan Agreement with the Loan repayment due dates inserted in Exhibit 1.

(d) Payment of interest income. Where pursuant to subparagraph (a) above all or part of the money loaned is required to be deposited, Borrower shall (i) submit with each installment under subparagraph (c) an account statement prepared by the financial institution citing the amount of accrued interest income since the last payment; and (ii) shall submit a check in the amount of the accrued interest income.

(e) Interest. This obligation shall bear interest on unpaid balances at the rate of two and one-half percent (2.5%) per annum on the due date of each installment of principal, and thereafter, in the event of default in such payments of principal, on the anniversary date, until the entire principal is paid. As each installment payment is made, it shall first be applied in payment of the interest then due. The balance shall be applied on account of the principal sum, and thereupon interest shall cease on the amount of such balance.

5. Executory Clause.

Payment of any installment under subparagraph 4(c) or the payment of interest income under subparagraph 4(d) shall be made only to the extent of the monies appropriated by the Borrower for such purpose. Upon failure to pay any such installment or interest income, Lender shall give Borrower written notice of such failure to pay. If the failure to pay is not cured within ten (10) days of the notice, the amount of such installment or interest income remaining unpaid may be offset against any other monies payable to Borrower by the State of New York.

6. Borrower's Warranties.

Borrower warrants:

(a) The information contained in the application is true and correct.

(b) The proceeds of the loan shall be applied to the purpose identified in the application and to no other purpose.

(c) Borrower has not received a loan for any purpose under State Finance Law §97-pp(4)(a), other than the purpose of this loan, more than once in the preceding five (5) years.

(d) Borrower is not in arrears on any prior emergency services loan.

(e) Borrower has not any time in the prior ten (10) years used state funds to repay all or part of any loan made under State Finance Law §97-pp.

Borrower agrees that each of these warranties is a material term and condition of this Agreement.

7. Performance.

Borrower shall perform all activities concerning the loan and its proceeds following the provisions of this Agreement, applicable federal, state, and local laws, rules, and regulations, and, where applicable, required certificates, licenses, and permits. The failure of Lender at any time to require Borrower to perform any provision or provisions of this Agreement shall in no manner affect Lender's right later to enforce the provision or provisions.

8. Period.

This Agreement shall commence on the date set forth in the preamble. This Agreement shall end upon the repayment in full of the amount of the loan, the interest on that amount, and all interest income earned on that amount or any portion of it.

9. Third parties.

With respect to the proceeds of the loan, Borrower shall not represent that it is an agent of the State of New York. Nothing in this Agreement shall create or be construed to create any contractual relationship between Lender and any subcontractor, supplier, or other third party.

10. Indemnification.

Borrower shall indemnify and hold harmless Lender from any damages to property or injuries to persons (including death), and any and all claims, suits, actions, damages, and costs of every nature arising out of the provisions of this Agreement to the extent resulting from the acts or omissions of Borrower or its agencies, employees, subcontractors, or suppliers. Borrower shall not be obligated to indemnify Lender for property damage or personal injury (including death) directly and solely caused by Lender or its employees.

11. Force Majeure.

Neither party shall be liable for losses, defaults, or damages under this Agreement that result for delays in performing, or the inability to perform, all or any of the obligations or responsibilities imposed on either party pursuant to the terms and conditions of this Agreement due to or because of acts of God, the public enemy, earthquake, flood, typhoons, civil strife, force, or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform, provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party shall resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

12. Termination.

Except as provided in paragraph 5 concerning failure to pay an installment, in the event that Lender determines that Borrower has failed to comply with the material terms and conditions of this Agreement, Lender may declare Borrower in default. Upon such default, Lender may, at its option, without notice or demand, declare the entire unpaid principal balance due and payable immediately. Such sums may be offset against any other monies payable to Borrower by the State of New York. Lender shall not be responsible for any costs arising from the termination of this Agreement.

13. Fully Executed Agreement.

This Agreement shall be deemed fully executed when approved by and filed in the Office of the State Comptroller.

14. Appendix A.

Borrower shall be bound by the terms and provisions of Appendix A, containing the statutory terms and conditions applicable to contracts to which the State of New York is a party.

15. Separability.

Any part of this Agreement that is contrary to the laws of the State of New York shall not invalidate any other part of this Agreement.

16. Rights and Remedies.

The rights, duties, and remedies set forth in the elements of this Agreement shall be in addition to, and not in limitation of, rights and obligations otherwise available at law.

17. Headings and Captions.

The headings and captions contained within this Agreement are intended solely for convenience and reference purposes. They shall in no way be deemed to define, limit, or describe the scope or intent of this Agreement, or any provision of it, nor in any way affect this Agreement.

18. Integration Clause.

This Agreement constitutes the entire understanding of the Parties. The Parties agree that there are no understandings, representations, or warranties, either expressed or implied, whether written or oral, made by either party except as expressly set for in this Agreement.

19. Interpretation.

This Agreement shall be construed and interpreted according to New York law. Any legal proceeding against Lender shall be brought in New York courts.

20. Notice.

Any notice required under this Agreement shall be transmitted to each Party at the address stated in the preamble or to such other address as each respective Party shall designate.

IN WITNESS WHEREOF, the Parties have executed or approved this Agreement on the dates below their signatures.

Agreement No. «Agreement_»

BORROWER	LENDER
«Company»	New York State Division of Homeland Security and Emergency Services
By: _____ (Signature)	By: _____ (Signature)
_____ (Print name)	_____ (Print name)
Title: _____	Title: _____
Date: _____	Date: _____
	State Agency Certification "In addition to the acceptance of this Agreement, I also certify that original copies of this signature page will be attached to all other exact copies of this Agreement."

APPROVED: ATTORNEY GENERAL	APPROVED: COMPTROLLER
_____	_____
Title: _____	Title: _____
Date: _____	Date: _____

STATE OF NEW YORK)
COUNTY OF) ss:

On the _____ day of _____, 20_____, before me personally appeared _____ to me known, who being by me duly sworn, did depose and say that (s)he resides at _____; that (s)he is the _____ of _____, the corporation described herein which executed the foregoing instrument; and that (s)he signed (her)his name thereto by order of the board of directors of said corporation.

_____

NOTARY PUBLIC

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

January 2014

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

the contract, the Department of Civil Service and the State Comptroller.

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

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

Appendix B Loan #F

NOTICES

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either;
   a. via certified or registered United States mail, return receipt requested;
   b. by facsimile transmission;
   c. by personal delivery;
   d. by expedited delivery service; or
   e. by e-mail.

   Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

   State of New York Division of Homeland Security and Emergency Services
   Name: Michael Perrin
   Title: Deputy Commissioner of Administration and Finance
   Address: 1220 Washington Ave., State Office Campus, Building 7A, Albany, NY 12242
   Telephone Number: (518) 242-5057
   Facsimile Number: (518) 485-8432
   E-Mail Address: Mperrin@dhses.ny.gov

   Contractor Name: _____
   Name of Contact Person: _____
   Title: _____
   Mailing Address: _____
   City, Zip Code _____
   Telephone Number: _____
   Facsimile Number: _____
   E-Mail Address: _____

2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

3. The parties may, from time to time, specify any new of different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or fir dispute resolution.

Appendix C

Electronic Payments

Payment for this loan will be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/ by email at epayments@osc.state.ny.us, by telephone at (855) 233-8363 or correspondence to: NYS Office of the Comptroller, Vendor Management Unit, 110 State Street, Mail Drop 10-4, Albany, NY 12236. The contractor (loan recipient) acknowledges that it will not receive payment if it does not comply with State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

NYS Office of the State Comptroller

Instructions for Completing Substitute Form W-9

New York State (NYS) must obtain your correct Taxpayer Identification Number (TIN) to report income paid to you or your organization. NYS Office of the State Comptroller uses the Substitute Form W-9 to obtain certification of your TIN in order to ensure accuracy of information contained in its payee/vendor database and to avoid backup withholding.[1] We ask for the information on the Substitute Form W-9 to carry out the Internal Revenue laws of the United States. You are required to give us the information.

Any payee/vendor who wishes to do business with New York State must complete the Substitute Form W-9. Substitute Form W-9 is the only acceptable documentation. We will not accept IRS Form W-9.

Part I: Vendor Information

1. **Legal Business Name**: For individuals, enter the name of the person who will do business with NYS as it appears on the Social Security card or other required Federal tax documents. An organization should enter the name shown on its charter or other legal documents that created the organization. Do not abbreviate names.
2. **DBA (Doing Business As)**: Enter your DBA name.
3. **Entity Type**: Mark the Entity Type doing business with New York State.

Part II: Taxpayer Identification Number (TIN) and Taxpayer Identification Type

1. **Taxpayer Identification Number:** Enter your nine-digit Social Security Number, Individual Taxpayer Identification Number (ITIN)[2] or Employer Identification Number.
2. **Taxpayer Identification Type:** Mark the type of identification number provided.

Part III: Address

1. Physical Address: List the location of where your business is physically located.
2. Remittance Address: List the location where payments should be delivered.

Part IV: Exemption from Backup Withholding and Certification

Generally, reportable payments made by New York State are subject to Backup Withholding. Exemption from Backup Withholding applies to government and non-United States Business Entities[3]. Please sign, date, provide the preparer's name, telephone and email address. The preparer should be employed by your organization.

Part V: Contact Information

Please provide the contact information for an executive at your organization. This individual should be the person who makes legal and financial decisions for your organization.

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[1] According to IRS Regulations, OSC must withhold 28% of all payments if a payee/vendor fails to provide OSC its certified TIN. The Substitute Form W-9 certifies a payee/vendor's TIN.

[2] An ITIN is a nine-digit number used by the United States Internal Revenue Service for individuals not eligible to obtain a Social Security Number, but are required to file income taxes. To obtain an ITIN, submit a completed W-7 to the IRS. The IRS will notify you in writing within 4 to 6 weeks about your ITIN status. In order to do business with New York State, **you must submit IRS Form W-8** along with our Substitute Form W-9 showing your ITIN. IRS Form W-8 certifies your foreign status. To obtain IRS FormsW-7 and W-8, call 1-800-829-3676 or visit the IRS website at www.irs.gov.

[3] In order to do business with New York State, **you must submit IRS Form W-8** along with our Substitute Form W-9. IRS Form W-8 certifies your foreign status and exempts you from United States information return reporting and backup withholding rules. To obtain IRS Form W-8, call 1-800-829-3676 or visit the IRS website at www.irs.gov.

AC 3237-S (Rev. 1/12)

NEW YORK STATE OFFICE OF THE STATE COMPTROLLER

SUBSTITUTE FORM W-9:

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION

TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION.

Part I: Vendor Information

1. Legal Business Name:	2. If you use a DBA, please list below:

3. Entity Type (Check one only):

☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Co. ☐ Business Corporation ☐ Unincorporated Association/Business ☐ Federal Government

☐ State Government ☐ Public Authority ☐ Local Government ☐ School District ☐ Fire District ☐ Other _____

Part II: Taxpayer Identification Number (TIN) & Taxpayer Identification Type

1. Enter your TIN here: *(DO NOT USE DASHES)*

2. Taxpayer Identification Type (check appropriate box):

☐ Employer ID No. (EIN) ☐ Social Security No. (SSN) ☐ Individual Taxpayer ID No. (ITIN) ☐ N/A (Non-United States Business Entity)

Part III: Address

1. Physical Address:	2. Remittance Address:
Number, Street, and Apartment or Suite Number	Number, Street, and Apartment or Suite Number
City, State, and Nine Digit Zip Code or Country	City, State, and Nine Digit Zip Code or Country

Part IV: Exemption from Backup Withholding and Certification

For payees exempt from Backup Withholding, check the box below. Valid explanation required for exemption. See instructions.

☐ **Exempt from Backup Withholding**

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. Under penalties of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number (TIN).

Sign Here:

_____ Signature

_____ Date

_____ Print Preparer's Name

_____ Phone Number

_____ Email Address

Part V: Contact Information – Individual Authorized to Represent the Vendor

Vendor Contact Person: _____ Title: _____

Contact's Email Address: _____ Phone Number: _____

DO NOT SUBMIT FORM TO IRS — SUBMIT FORM TO NYS ONLY AS DIRECTED

FOR OSC USE ONLY

New York State
Division of Homeland Security and Emergency Services

Standard Vendor Responsibility Questionnaire
for Contracts in the amount of $50,000 and above

Each Contracting Agency is required to conduct a review of prospective contractors ("vendors") to provide reasonable assurances that the vendor is responsible. This questionnaire is used is designed to provide information to assess a vendor's authorization to do business in New York State, as well as your business integrity, financial and organizational capacity, and performance history.

Each vendor must answer every question contained in this questionnaire. Where a response requires additional information, the vendor must attach a written response that adequately details the requested information. Please number each response to match the question number. The completed questionnaire and attached responses will become part of the procurement record.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing vendor's business and operations, as an owner or officer of the vendor must attest to the questionnaire information. Please be advised that at the end of this questionnaire, you must certify, under oath, all responses given.

*** In order to avoid confusion when completing the attached pages, we want to point out that "YOU" as the Fire Department, Fire District, Fire/EMS, are considered to be the Vendor.

1. **LEGAL BUSINESS NAME:** _____

2. **FEDERAL EMPLOYER ID NO. (FEIN):** _____

3. **D/B/A — Doing Business As** (if applicable): _____
   COUNTY FILED: _____

4. **WEBSITE ADDRESS** (if applicable): _____

5. **PRINCIPAL PLACE OF BUSINESS ADDRESS:** _____

6. **TELEPHONE NUMBER:** _____ 7. **FAX NUMBER:** _____

8. **AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE:**

Name: _____
Title: _____
Telephone Number: _____ **Fax Number:** _____
E-mail: _____

9. **TYPE OF BUSINESS:** (please check appropriate box and provide additional information):

a) ☐Corporation — State of Incorporation: _____
b) ☐Sole Proprietor — State/County filed in: _____
c) ☐General Partnership — State/County filed in: _____
d) ☐Not-for-Profit Corporation — Charities Registration Number: _____
e) ☐Limited Liability Company (LLC) — Jurisdiction filed: _____
f) ☐Limited Partnership — State/County filed in: _____
g) ☐Other — Specify: — Jurisdiction Filed (if applicable): _____

10. **IF NOT INCORPORATED OR FORMED IN NEW YORK STATE, PLEASE PROVIDE A COPY OF AUTHORIZATION TO DO BUSINESS IN NEW YORK STATE FILED WITH THE NEW YORK STATE DEPARTMENT OF STATE (DOS). Note; if your firm is currently applying for authorization to do business in New York State please provide a copy of a letter from DOS indicating your application is in process.**

11. LIST NAME AND TITLE OF EACH PRINCIPAL, OWNER, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, *25%* OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), DIRECTOR AND MEMBER, as applicable:

a) _____
b) _____
c) _____
d) _____
e) _____
f) _____
g) _____
h) _____

12. **AUTHORIZED CONTACT FOR THE PROPOSED CONTRACT:**

Name: _____
Title: _____
Telephone Number: _____ **Fax Number:** _____
E-mail: _____

VENDOR FEIN: _____

13. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-3 ABOVE?

☐ Yes ☐ No

If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such company and d/b/a on a separate piece of paper and attach to this response.

14. WITHIN THE PAST FIVE (5) YEARS, HAS THE VENDOR, ANY PRINCIPAL, OWNER, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE[1] OR ANY PERSON INVOLVED IN THE BIDDING, CONTRACTING OR LEASING PROCESS BEEN THE SUBJECT OF ANY OF THE FOLLOWING:

(a) a judgment or conviction for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☐ No

(b) a criminal investigation or indictment for any business related conduct constituting a crime under federal, state or local government law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion or any crime related to truthfulness and/or business conduct?

☐ Yes ☐ No

© an unsatisfied judgment, injunction or lien for any business related conduct obtained by any federal, state or local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any federal, state or local government agency?

☐ Yes ☐ No

(d) an investigation for a civil violation for any business related conduct by any federal, state or local agency?

☐ Yes ☐ No

(e) a grant of immunity for any business-related conduct constituting a crime under federal, state or local governmental law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?

☐ Yes ☐ No

(f) a federal, state or local government suspension or debarment from the contracting process?

☐ Yes ☐ No

(g) a federal, state or local government contract suspension or termination for cause prior to the completion of the term of a contract?

☐ Yes ☐ No

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

VENDOR FEIN:_____

(h) a federal, state or local government denial of a lease or contract award for non-responsibility? ☐ Yes ☐ No

(I) an administrative proceeding or civil action seeking specific performance or restitution in connection with any federal, state or local contract or lease? ☐ Yes ☐ No

(j) a federal, state or local determination of a willful violation of any public works or labor law or regulation? ☐ Yes ☐ No

(k) a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license? ☐ Yes ☐ No

(l) a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local laws? ☐ Yes ☐ No

(m) an Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful? ☐ Yes ☐ No

(n) a rejection of a bid on a New York State contract or a lease with the State for failure to comply with the MacBride Fair Employment Principles? ☐ Yes ☐ No

(o) a citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:

- federal, state or local health laws, rules or regulations ☐ Yes ☐ No
- unemployment insurance or workers' compensation coverage or claim requirements ☐ Yes ☐ No
- ERISA (Employee Retirement Income Security Act) ☐ Yes ☐ No
- federal, state or local human rights laws ☐ Yes ☐ No
- federal INS (Immigration and Naturalization Service) and Alienage laws ☐ Yes ☐ No
- Sherman Act or other federal anti-trust laws ☐ Yes ☐ No

(p) entered into an agreement to a voluntary exclusion from contracting with a federal, state or local governmental entity? ☐ Yes ☐ No

(q) a denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status? ☐ Yes ☐ No

® a rejection of a low bid on a federal, state or local contract for failure to meet statutory affirmative action or Minority or Women's Business Enterprise or Disadvantaged Business Enterprise status requirements on a previously held contract? ☐ Yes ☐ No

(s) a finding of non-responsibility by an agency or authority due to the intentional provision of false or incomplete information as required by Executive Order 127? ☐ Yes ☐ No

FOR EACH YES ANSWER TO QUESTIONS 14 a-s, PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.

VENDOR FEIN: _____

15. DURING THE PAST THREE YEARS, HAS THE VENDOR FAILED TO:

(a) FILE RETURNS OR PAY ANY APPLICABLE FEDERAL, STATE OR LOCAL GOVERNMENT TAXES? ☐ Yes ☐ No

If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability: _____

_____.

(b) FILE RETURNS OR PAY NEW YORK STATE UNEMPLOYMENT INSURANCE? ☐ Yes ☐ No

If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability:

_____.

16. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES, REGARDLESS OF THE DATE OF FILING? ☐ Yes ☐ No

If yes, indicate if this is applicable to the submitting vendor or one of its affiliates: _____

If it is an affiliate, include the affiliate's name and FEIN: _____

Provide the court name, address and docket number: _____

Indicate if the proceedings have been initiated, remain pending or have been closed: _____

If closed, provide the date closed: _____

17. DOES VENDOR HAVE THE FINANCIAL RESOURCES NECESSARY TO FULFILL THE REQUIREMENTS OF THE PROPOSED CONTRACT? ☐ Yes ☐ No

NYS Division of Homeland Security & Emergency Services
Standard Vendor Responsibility Questionnaire

VENDOR FEIN: _____

State of)
) **ss:**
County of)

CERTIFICATION:

The undersigned, personally and on behalf of the vendor identified in questions 1-3 above, does hereby state and certify to the Division of Homeland Security and Emergency Services that the information given above is true, accurate and complete. It is further acknowledged that the State of New York and the Division of Homeland Security and Emergency Services will rely upon the information contained herein and in any attached pages for purposes of evaluating our company for vendor's responsibility for contract award and the State may, in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein. It is further acknowledged that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

_____ _____
Name of Business **Signature of Officer**

_____ _____
Address **Typed Copy of Signature**

_____ _____
City, State, Zip **Title**

Sworn to before me this _____
day of _____20__ .

_____
Notary Public:
Registration No:
State:

EMERGENCY SERVICES LOAN AGREEMENT
INSTRUCTIONS

Included with this instruction sheet are the following documents:

- 2 Complete Loan Agreements;
- 2 Additional Signature and Notary Pages;
- 1 NYS Standard Vendor Responsibility Form.
- 1 NYS Substitute W-9 form(if not already submitted)
- NYS Minority and Women's Business Enterprise (MWBE) forms : A, B and Utilization
- 1 NYS Standard Voucher;

1. Carefully review the entire Agreement, paying special attention to Section 4 - Administration and Repayment of Loan Exhibit 1 - Loan Repayment Schedule.

2. Appendix B - Please complete all sections.

3. Appendix C - Read carefully (electronic payment). Upon receipt of the OSC Authorization Form, complete it and return as directed. This DOES NOT get returned to us.

4. An official authorized to incur liabilities on behalf of the Borrower is to complete and sign the section labeled "Borrower" on all copies of Page 5 of the Agreement and must also have all extra copies completed by a Notary Public or Commissioner of Deeds. Be sure they are signed and notarized on the same date.

5. Vendor Responsibility - If the loan recipient is a non-government entity (fire department/ company, fire district or EMS) you MUST fully complete 1 copy of the NYS Vendor Responsibility Form. If you are a Municipality you do not need to complete this form.

6. If not previously submitted, complete the attached NYS Substitute W-9 and return it to NYS DHSES with the completed loan agreements.

7. MWBE forms- Follow the instructions on each of the NYS MWBE forms. Complete and return forms with the loan agreements

8. The following sections of the NYS STANDARD VOUCHER are to be completed by the Borrower:

Section 3: Payee ID - the organization's Federal Employer Identification Number

Section 4: Payee Name and Address

Section 6: In the large section labeled Description print words **EMERGENCY SERVICES LOAN**

Section 7: Payee Certification: This section must be competed and signed by either the official that signed the Agreement or the organization's finance officer. No other signature will be accepted.

YOU MUST RETURN:

- Two completed Agreements
- the two additional Signature and Notary Pages completed, for a total of FOUR completed Signature and Notary pages— ALL MUST BE ORIGINAL SIGNATURES, (the extra pages will be inserted in exact copies of the Agreement for processing),
- the completed Vendor Responsibility form (if required),
- the completed Substitute W-9 form (if not previously submitted),
- the completed MWBE forms and
- the completed Standard Voucher,

Mail to the following address:

New York State Division of Homeland Security
and Emergency Services
Attn: Robin Quintin
1220 Washington Ave.
State Office Campus
Building 7A, Suite 610
Albany, NY 12242