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**New York State Division of Homeland Security  
and Emergency Services  
Revocable Permit for Access and Use  
State Preparedness Training Center  
“OUTSIDE NYS AGENCY USE ONLY”**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the NYS Division of Homeland Security and Emergency Services having its principle place of business at the Harriman State Office Campus, 1220 Washington Avenue, Building 7A, 7th Floor, Albany, New York 12226, hereinafter referred to as the “STATE” and \_\_\_\_\_ having its principal place of business located at \_\_\_\_\_, hereinafter referred to as “the PERMITTEE”.

**WITNESSETH:**

**WHEREAS**, the STATE has exclusive access, use and possession of the premises known as the State Preparedness Training Center, located at 5900 Airport Road in the County of Oneida, State of New York, hereinafter referred to as the “SPTC”; and

**WHEREAS**, the PERMITTEE is requesting access and use of certain areas of the SPTC for purposes consistent with the mission of the SPTC; and

**WHEREAS**, the parties desire to enter into an agreement whereby the STATE will make certain areas of the SPTC available to the PERMITTEE for its access and use; and

**WHEREAS**, PERMITTEE hereby agrees to incorporate safety measures into all training, program, use or activity which PERMITTEE undertakes at the SPTC, including, but not limited to, conducting safety briefings and incorporating safety plans which meet or exceed current government and/or industry safety training standards, procedures and protocols for the training, program, use or activity.

**WHEREAS**, PERMITTEE hereby agrees to assume all risks of personal injury and property damage (including theft, loss or destruction of property) occasioned by its access, use and activities conducted at the SPTC;

**NOW, THEREFORE**, be it known that a revocable permit is hereby granted to PERMITTEE to access and use \_\_\_\_\_ areas of the SPTC in accordance with the terms and conditions of this Agreement and as more specifically described in Attachment A.

**TERMS AND CONDITIONS**

1. The SPTC shall be accessed and used as described in Attachment A and for no other purpose. This Agreement may not be transferred, assigned or otherwise given by PERMITTEE to any other person, entity or organization without the prior written consent of the STATE.
2. PERMITTEE hereby represents and warrants that it has inspected the SPTC premises and has found them to be safe and suitable for its activities and has not relied upon any representation or statement by the STATE or its officers, employees or agents as to the suitability of the SPTC for the PERMITTEE’s activities.
3. PERMITTEE agrees to reimburse the STATE for all costs and expenses, if any, related to its access and use of the SPTC and in accordance with the schedule contained in Attachment B hereinafter referred to as “Permit Space”. Payment shall be due and payable upon PERMITTEE’s receipt of a STATE billing invoice or other such designated statement.

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4. PERMITTEE agrees that this Permit does not convey any right to possession of the property, other than as contemplated in this Agreement, and that the relationship between the parties shall not be deemed to be that of landlord and tenant. Accordingly, there shall be no limitation construed on the STATE's right to enter the Permit space.
5. PERMITTEE shall ensure that each instructor and student is fully familiar with any equipment, materials, props, simulations or other items utilized during PERMITTEE'S access, training, program, use or activity while at the SPTC.
6. PERMITTEE shall comply with all SPTC policies and all federal, state and local laws, ordinances, rules and regulations, and in the event said PERMITTEE shall fail to so comply, the STATE shall have the right to enter the Permit space and take whatever steps may be necessary to achieve compliance. Any cost or expense incurred by the STATE thereby shall be paid by PERMITTEE.
7. PERMITTEE agrees that no portion of the SPTC premises will be used in such a manner to create an unsafe condition or unreasonably increase the possibility of injury or damage to life or property. The PERMITTEE agrees to immediately notify the STATE and the SPTC Assistant Director in the event an unsafe or hazardous incident occurs or such circumstance exists at the SPTC, including any matter involving personal injury or property damage. PERMITTEE agrees to cooperate and assist with the completion of any STATE required report or other document relating to any injury, property damage or unsafe incident or condition. PERMITTEE agrees that, in the event the Permit space or any part thereof shall be damaged or destroyed or made unusable by any cause whatsoever, PERMITTEE'S sole recourse shall be a pro-rata rebate of the Permit fee(s), if any. The STATE shall not be required or obligated to repair or restore the Permit space and, in such event, the PERMITTEE waives any right to reenter or reuse the Permit space. PERMITTEE will have no further obligation to pay a fee(s), if any, for the balance of the Permit term.
8. PERMITTEE agrees to save harmless and indemnify the People of the State of New York, the STATE, their officers and employees from and against any and all claims, suits, actions, cost and expense involving injury to person or property arising out of the use of the Permit space.
9. PERMITTEE agrees to obtain and maintain in force throughout the duration of this Permit a General Hazard and Comprehensive Public Liability Insurance Policy having coverage limits of not less than One Million Dollars (\$1,000,000.00) in the event of injury to any one person, and Three Million Dollars (\$3,000,000.00) in the event of injury to two or more persons while in and about the Permit space. The PERMITTEE shall deliver certificates of such insurance to the STATE prior to the beginning of the term of this Permit and thereafter not less than thirty (30) days prior to the expiration of any such policy. All such policies shall contain a provision that the STATE shall receive at least thirty (30) days notice prior to material change or cancellation.
10. Nothing herein shall be construed to limit or restrict in anyway the STATE, its officers, employees, agents, and representatives, to enter upon the portion of the SPTC accessed, used or occupied by PERMITTEE for the purpose of inspecting or observing the activities of PERMITTEE under this Agreement or otherwise. The STATE, in its sole discretion, hereby reserves its right to revoke and cancel this Agreement at anytime in the event, PERMITTEE's access and use of the SPTC interferes with the STATE's use and occupation of the SPTC or otherwise compromises the mission of the SPTC. PERMITTEE's access and use shall terminate upon the STATE's oral or written notification to PERMITTEE of revocation of this Agreement. Any fees paid or due to be paid by PERMITTEE shall be pro-rated to reflect the actual access and use utilized by PERMITTEE at the SPTC.
11. Notwithstanding paragraph 7 above, upon completion or revocation of PERMITTEE's access and use of the SPTC, PERMITTEE shall immediately vacate the SPTC and at its sole cost and expense, restore the

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SPTC to the condition it was prior to PERMITTEE's access and use, including equipment and trash clean-up and removal and disposal, reasonable wear and tear excepted.

12. Any notice, other than revocation of PERMITTEE's access and use, must be in writing signed by the party giving it and shall be served either personally or by registered mail addressed as follows:

TO THE STATE:

TO PERMITTEE:

13. This Agreement shall be governed by the laws of the State of New York except where the federal supremacy clause requires otherwise. Venue for any action or claim made pursuant to this Agreement shall be the County of Albany.

14. The waiver or breach of any of the terms or conditions of this Permit by either party shall not be deemed a waiver of any subsequent breach thereof.

15. This Permit is issued subject to the terms and conditions in Attachment "C" attached hereto and hereby incorporated into and made a part hereof.

16. This Agreement (together with Attachments A, B and C) constitutes the entire agreement between the parties hereto and all previous communications, whether written or oral relating to the subject matter of this contract are hereby superseded.

**IN WITNESS WHEREOF**, the PERMITTEE has caused this instrument to be sealed and signed by PERMITTEE or its duly authorized agent/officer, and the STATE has caused this instrument to be executed by its duly authorized officer.

**NYS Division of Homeland Security and Emergency Services** (PERMITTEE NAME)

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

SPTC Assistant Director  
or Authorized Designee  
NYS Division of Homeland Security

PERMITTEE  
(Name and Title of authorized representative)

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**ATTACHMENT A**

\_\_\_\_\_  
Name of PERMITTEE

PERMITTEE shall be provided with access, use and services (if applicable) to the following premises located at the SPTC on \_\_\_\_\_ (date(s)) during the hours of \_\_\_\_\_ to \_\_\_\_\_ and only for the following purposes:

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**ATTACHMENT B**

**New York State Div. of Homeland Security and Emergency Services  
Revocable Permit for Access and Use  
State Preparedness Training Center**

\_\_\_\_\_  
Name of PERMITTEE

The PERMITTEE agrees to compensate the STATE in the amount of \_\_\_\_\_ for the access, use and/or services provided to PERMITTEE hereunder and as described in Attachment A. This compensation was determined on the following basis:

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**ATTACHMENT C**

**New York State Div. of Homeland Security and Emergency Services  
Revocable Permit for Access and Use  
State Preparedness Training Center**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.

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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 previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$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).

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

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor

Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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

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

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

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

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

**(b) PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of

the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

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

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

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

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

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

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

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by

Article 11-A of the State Finance Law to the extent required by law.

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

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

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

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

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

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

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

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7<sup>th</sup> Floor

Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

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

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

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

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

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

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

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

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