

State University of New York Polytechnic Institute

Revocable Permit For Non-Commercial Use of University Facilities

THIS REVOCABLE PERMIT, made this 4th day of **October, 2024**, by and between the STATE UNIVERSITY OF NEW YORK, an educational corporation organized and existing under the laws of the State of New York, and having its principal place of business located at SUNY Plaza, Albany, New York, 12246, by and on behalf of the SUNY Polytechnic Institute, having its principal place of business at 100 Seymour Rd., Utica, NY 13502 (hereinafter referred to as “SUNY Polytechnic Institute” and Herkimer-Oneida Counties Transportation Council (HOCTC) a noncommercial organization having its principal place of business located at 321 Main Street, Utica, NY 13501, hereinafter referred to as “the Permittee.” The Permittee and SUNY [Polytechnic Institute] may be referred to collectively as “the Parties.”

WHEREAS, the Permittee will be conducting an on-Polytechnic Institute activity which requires certain facilities; and

WHEREAS, SUNY Polytechnic Institute has such facilities; and

WHEREAS, the parties desire to enter into an agreement whereby SUNY Polytechnic Institute will make such facilities available to the Permittee for on-Polytechnic Institute activity.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth the parties hereto agree as follows:

1. A Revocable Permit (“Permit”) is hereby granted to the Permittee, subject to the terms and conditions as hereinafter provided, to use the facilities and services described in ***Exhibit B***, attached hereto and made a part hereof, on the date(s) and at the times specified thereon (“Premises”).
2. The term of this Permit shall commence on **Tuesday, November 19, 2024** and shall continue only during the pleasure of SUNY Polytechnic Institute and may be revoked at any time without cause. In the event of such revocation, payments by the Permittee shall continue throughout the period of actual occupancy by the Permittee, after which time the Permittee shall have no further payment obligation. Upon revocation, Permittee shall promptly discontinue the use of the Premises.
3. SUNY Polytechnic Institute shall supply all ordinary and necessary water, gas, electricity, light, heat and sewerage facilities for the Premises. Unless specifically indicated otherwise in ***Exhibit B***, no telephone service shall be provided by SUNY Polytechnic Institute to Permittee.
4. In consideration of the facilities and services to be provided by SUNY Polytechnic Institute as enumerated above, the Permittee agrees to reimburse SUNY Polytechnic Institute in accordance with the costs or services stipulated to in ***Exhibit C***, attached hereto and made a part hereof, and any other extraordinary costs incurred by SUNY Polytechnic Institute to meet the requirements of the Permittee. Payment shall be made by Permittee upon receipt of an invoice from SUNY Polytechnic Institute.
5. The Permittee shall take good care of the Premises, fixtures and appurtenances to preserve the Premises in good order and condition. Upon revocation of this Permit, the Permittee shall, at its sole cost and expense, restore the Premises as nearly as possible to the condition in which these premises were in when the use by the Permittee began, other than ordinary wear and tear to the Premises.
6. The Permittee agrees to provide SUNY Polytechnic Institute with a copy of its [Incorporation Papers or Receipt of Filing as a nonprofit agency filed with the Secretary of State, or Papers Filed with the appropriate County Clerk for Conducting Business in its Name].

7. The Permittee shall be responsible for any and all damages or loss by theft or otherwise of property whether such property shall belong to SUNY Polytechnic Institute or to others. Permittee shall be responsible for injury to persons (including death) which may in any way result from the operation or conducting of the Permittee's business, Permittee's use of the Premises, including facilities, appurtenances and surrounding grounds, or that may be caused by Permittee's agents, or any persons involved in the Permittee's business, whether or not directly caused by the Permittee.
8. The Permittee shall be responsible for and shall maintain good discipline and proper behavior on the part of all persons in any way involved with the Permittee's business or Permittee's use of the facilities, and agrees to remove any personnel whose actions, or failure to act, shall in the sole judgment of SUNY Polytechnic Institute, after consulting with the Permittee, be deemed to be detrimental to SUNY Polytechnic Institute.
9. The Parties agree that if in the judgment of SUNY Polytechnic Institute the activities of Permittee, or its agents, should be such that SUNY Polytechnic Institute, after consultation with the Permittee, shall determine that the continuation of the Permittee's activities for the then remaining period covered by this Permit shall be contrary to the best interest of SUNY Polytechnic Institute, SUNY Polytechnic Institute may terminate this Permit without liability of any kind whatsoever therefor, and the Permittee and its agents shall be thereupon removed from SUNY Polytechnic Institute Premises.
10. This Permit shall be interpreted according to the laws of the State of New York. The Permittee shall comply with established State University of New York and SUNY Polytechnic Institute regulations and policies and with all laws, rules, orders, regulations, and requirements of Federal, State and municipal governments applicable thereto, including the SUNY Standard Contract Clauses, attached hereto, incorporated and made a part hereof as **Exhibit A**. If necessary, Permittee shall obtain and keep in force at its sole cost and expense, any permits or licenses that may be required by any local, State or Federal Governmental body.
11. The Permittee agrees that the issuance of this Permit shall in no way diminish the statutory authority of the State University of New York or SUNY Polytechnic Institute to possession, pursuant to the Education Law, of the State controlled property to which this Permit relates; nor shall the dominion and control by the State University of New York over the said State property be in any way diminished.
12. The Permittee specifically agrees that this Permit does not create the relationship of landlord and tenant between SUNY Polytechnic Institute and the Permittee regarding the use of the State controlled property to which this Permit relates. The relationship of the Permittee to State University of New York and the State of New York arising out of this Permit shall be that of licensee.
13. The Permittee specifically agrees that this Permit shall be void and of no further force and effect upon any use of the State controlled property to which this Permit relates which is inconsistent with State Law or which in any way conflicts with the purposes or objectives of SUNY Polytechnic Institute.
14. The Permittee shall have the right, so long as this Permit shall remain in force, to enter upon said State lands for the purpose of maintaining, operating and using the Premises described in **Exhibit B**.
15. The Permittee specifically agrees not to hold itself out as representing the State of New York or State University of New York in connection with the use of the State-owned property to which this Permit relates, nor shall the name of the State of New York, the State University of New York, or the State University of New York Polytechnic Institute be used by Permittee for any purpose without prior approval of the SUNY Polytechnic Institute.
16. The Permittee assumes all risk incidental to the use of the Premises and shall be solely responsible for any and all accidents and injuries to persons and property (including death) arising out of or in

connection with the Permittee's use of the Premises, including facilities, its appurtenances and the surrounding grounds and hereby covenants and agrees to indemnify and hold harmless the State of New York and the State University of New York from any and all claims, suits, actions, damages and costs of every nature and description arising out of or relating to the use of the Premises, any facilities, appurtenances and the surrounding grounds or the violation by said Permittee, its agents, employees or contractors of any law, code, order, ordinance, rule or regulation in connection therewith. The Permittee further agrees, on being requested to do so, to assume the defense and to defend, at its own cost and expense, any action brought at any time against the State of New York and/or the State University of New York in connection with the claims, suits and losses, as aforesaid. Notwithstanding the foregoing, Permittee shall not be liable for any consequential, indirect, or special damages of any kind that may result directly or indirectly from its use of said facilities, including, without limitation, damages resulting from loss of use or loss of profit by SUNY or others.

17. The Permittee agrees to obtain and maintain insurance coverage through the term of this Permit as provided in this paragraph and shall deliver Certificates of Insurance for the stated coverage upon execution of this Permit. The policies of insurance set forth below shall be written by companies authorized by the New York Department of Financial Services to issue insurance in the state of New York ("admitted" carriers) with an A.M. Best Company rating of "A-" or better. Permittee agrees to provide notice to SUNY Polytechnic Institute of any cancellation of such policies, renewal policies, or new policies.
 - a. **General Liability insurance of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate. Such policy shall name the State of New York and the State University of New York as an additional insured and shall contain a provision that the State University of New York shall receive at least thirty (30) days written notice prior to material change, cancellation or expiration of such policy.**
 - b. New York State Workers' Compensation, Disability Benefits and Paid Family Leave coverage during the term of the Permit for the benefit of Permittee's employees required to be covered under the NYS Workers' Compensation Law and the NYS Disability Benefits and Paid Family Leave Laws. Evidence of coverage must be provided on forms specified by the Commissioner of the Workers Compensation Board.
18. The Permittee specifically agrees that if this Permit is cancelled or terminated for any reason, the Permittee shall have no claim against SUNY Polytechnic Institute, its officers and employees, nor any claim against the State of New York, its officers and employees, and both the State University of New York and the State of New York and their officers and employees shall be relieved from any and all liability.
19. **Executive Order No. 177.** In accordance with Executive Order No. 177, Permittee hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.
20. **Permittee Responsibility.** (a) *General Responsibility.* The Permittee shall at all times during the term of this Permit remain responsible. The Permittee agrees, if requested by the SUNY Chancellor or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. (b) *Suspension of Work for Non-Responsibility.* The SUNY Chancellor, in his or her sole discretion, reserves the right to suspend any or all activities under this Permit at any time when he or she discovers information that calls into question the responsibility of the Permittee. In the event of such suspension,

the Permittee will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Permittee must comply with the terms of the suspension order. Activity under this Permit may resume at such time as the SUNY Chancellor or his or her designee issues a written notice authorizing a resumption of performance under the Permit. (c) *Termination for Non-Responsibility*. Upon written notice to the Permittee and a reasonable opportunity to be heard with appropriate SUNY officials or staff, this Permit may be terminated by the SUNY Chancellor or his or her designee at the Permittee's expense, where the Permittee is determined by the SUNY Chancellor or his or her designee to be non-responsible. In such event, the SUNY Chancellor or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

21. Any notice to either Party hereunder must be in writing signed by the Party giving it and shall be served either personally or by certified mail, or otherwise as specified below, addressed as follows:

TO SUNY Polytechnic Institute: Mary Ellen Burdick
Vice President for Finance and Administration
100 Seymour Road
Utica, NY 13502
cossetm@sunypoly.edu

TO THE PERMITTEE: Herkimer-Oneida Counties Transportation Council (HOCTC)
Julie Richmond
Director of HOCTC
321 Main Street, Utica, NY 13501
mrdefazio@ocgov.net

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

22. This Permit constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded. In the event of any inconsistency or conflict among the documents comprising this Permit, such inconsistency or conflict shall be resolved by giving precedence to the documents in the following order:
1. Exhibit A, State University of New York Standard Contract Clauses
 2. This Revocable Permit
 3. Exhibit B, Designated Facilities and Services
 4. Exhibit C, Costs and Services
23. The Permit hereby granted may be revoked at any time without cause. Notice of revocation will be served either in person or by certified mail, or, by other mutually acceptable means in exceptional circumstances. Upon receipt of Notice of revocation, Permittee shall and will promptly discontinue the use of the Premises and shall thereupon remove all of its property from the Premises and shall, at Permittee's own cost and expense, restore the Premises to the same condition it was in before use by the Permittee commenced. Under no circumstances shall State University of New York be held liable for damages of any kind, either direct or indirect, for termination of this permit.
24. Upon execution of this permit, Permittee agrees to pay a non-interest security deposit to SUNY Polytechnic Institute in the amount of **20% (Twenty Percent)** of the fee amount on ***Exhibit C***. Permittee further agrees that SUNY Polytechnic Institute may, in its sole discretion, apply the security

deposit toward repair of damages to SUNY Polytechnic Institute facilities. Should damages exceed the amount of the security deposit, Permittee agrees to pay for any and all additional costs of repair.

25. Permittee agrees that failure to timely cancel the reservation shall result in SUNY Polytechnic Institute retention of all or a portion of the security deposit, as provided in the Security Deposit Refund Schedule on *Exhibit C*.
26. **Coronavirus and COVID-19 Guidance:** Permittee agrees to adhere to the State of New York “Interim Guidance for Large Gatherings and Public Spaces During the COVID-19 Outbreak” issued March 13, 2020, available at this link: https://health.ny.gov/diseases/communicable/coronavirus/docs/guidance_for_large_gatherings.pdf; and generally, State of New York guidance on response to coronavirus, available at this link: <https://health.ny.gov/diseases/communicable/coronavirus/>; the U.S. Centers for Disease Control (“CDC”) Interim Guidance for Coronavirus Disease 2019 on Large Events and Mass Gatherings dated March 15, 2020 available at this link: <https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/mass-gatherings-ready-for-covid-19.html>; the CDC Interim Guidance for Businesses and Employers available at this link: <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>; and generally, CDC guidance on response to Coronavirus (COVID-19), available at this link: <https://www.cdc.gov/coronavirus/2019-ncov/index.html>. Permittee further agrees to consult the above-referenced guidance materials issued by New York state and federal authorities daily, and to conform its activities to updated guidance and recommendations. In the event Permittee has reason to suspect that any participants in its Covered Activity could potentially have been exposed to COVID-19, Permittee shall immediately contact (Appropriate Contact: (e.g., Director of Operations) Sean Clive (Name) clives@sunypoly.edu (Email Address) 315-792-7101(Phone Number).
27. **Force Majeure:** A Party shall not be deemed in default of this permit, nor shall it hold the other Party responsible for any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, disease outbreak, epidemic, or pandemic, an act of war whether declared or undeclared, acts or threats of terrorism, contamination by radioactivity, pressure waves from devices travelling at supersonic speeds or damages caused by any aircraft or similar device, armed conflict, labor strike, lockout, boycott, or other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected Party to take precautions and which the affected Party cannot avoid even by using its best efforts, provided that the Party relying upon this provision: (i) gives prompt written notice thereof to the other Party; and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of 30 days in the aggregate, either Party may immediately terminate this permit upon written notice.

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

SUNY POLYTECHNIC INSTITUTE

PERMITTEE

By: _____
Mary Ellen Burdick
Services VP of Finance & Administration

By: _____
Anthony J. Picente, Jr.
County Executive, County of Oneida

Date: _____

Date: _____

(For long term permits (over 30 days) which include, or may include in the future, a provision for long term use (e.g., ground lease or easement), or any construction, alteration or improvement to the property, the signature of the SUNY Vice Chancellor for Capital Facilities is required.)

By: _____
Vice Chancellor for Capital Facilities
SUNY System Administration

(Approval of the State Comptroller and Attorney General are required when the value or reasonably estimated value of this revocable permit is a revenue contract that exceeds \$25,000.)

Approved as to Form:

Approved:

LETITIA JAMES
Attorney General

THOMAS P. DI NAPOLI
NYS Office of the State Comptroller

By: _____

By: _____

Date: _____

Date: _____

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

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

2. PROHIBITION AGAINST ASSIGNMENT. 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 SUNY 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. SUNY retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with SUNY. The Contractor may, however, assign its right to receive payments without SUNY'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 and Section 355 of the Education Law, if this contract exceeds \$250,000, 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 \$25,000, it shall not be valid, effective or binding upon the State, and the State shall bear no liability, until it has been approved by the State Comptroller and filed in his or her office, or the pertinent pre-audit review period has elapsed. 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 competitive 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 SUNY a non-collusive bidding certification on Contractor's behalf.

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

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, 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 SUNY, 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 SUNY and any other 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. SUNY shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate SUNY official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, SUNY's or the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to SUNY 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 SUNY or 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 SUNY 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,

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 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 workforce 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

(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 sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. SUNY shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, SUNY shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as

refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder 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, NY 12245
Tel: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414

email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job 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 of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain.

NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa; State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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

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

25. PROCUREMENT LOBBYING. To the extent this contract is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this contract the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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 contract by providing written notification to the Contractor in accordance with the terms of the contract.

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

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

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

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

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

31. Hospital Retained Authority: Hospital Retained Authority: The Hospital retains direct, independent authority over the appointment and/or dismissal, in its sole discretion, of the facility's management level employees (including but not limited to, the Facility/Service Administrator/Director, the Medical Director, the Director of Nursing, the Chief Executive Officer, the Chief Financial Officer and the Chief Operating Officer) and all licensed or certified health care staff. The Hospital retains the right to adopt and approve, at its sole discretion, the facility's operating and capital budgets. The Hospital retains independent control over and physical possession of the facility's books and records. The Hospital retains independent control over and physical possession of the facility's operating policies and procedures. The Hospital retains full authority and responsibility for, and control over, the operations and management of the facility. The Hospital retains the right and authority to independently adopt, approve and enforce, in its sole discretion, policies affecting the facility's delivery of health care services. The Hospital retains the right to independently adopt, approve and enforce, at its sole discretion, the disposition of assets and authority to incur debts. The Hospital retains the right to approve, at its sole discretion, contracts for administrative services,

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

27. IRAN DIVESTMENT ACT. By entering into this contract, 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:

<https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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 SUNY receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, SUNY 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 SUNY 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.

SUNY 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.

28. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

EXHIBIT B

Designated Facilities and Services

State University of New York Polytechnic Institute

Herkimer-Oneida Counties Transportation Council (HOCTC)

The following facilities and services at SUNY Polytechnic Institute are provided by the State University to the above-named Permittee in accordance with the terms and conditions of this Permit.

Cayan Library (Mele Room, L219 Max Study Room, & L225 right next to Mele Room)

8 a.m. – 4 p.m.

MINI CONTINENTAL – \$12.81pp (Breakfast for 60)

Miniature Muffins v

Miniature Danish v

Miniature Bagels v

Seasonal Fresh Fruit Platter VG PP

Gourmet Coffee, Decaf and Hot Tea

CLASSIC SELECTIONS SANDWICH BUFFET – \$22.46pp (Lunch for 50)

Choice of Three (3) Classic Sandwiches (Roast Beef/Cheddar, Chicken Caesar Wrap, & Med. Veggie)

Chips, Mayo, Mustard, and pickles

Assorted Craveworthy Cookies

Individual Bags of Chips v

Choice of Two (2) Side Salads (Fresh Fruit Salad & Greek Pasta Salad)

Choice of Two (2) Beverages (Iced Tea & Iced Water)

EXHIBIT C
Costs and Services

State University of New York Polytechnic Institute
Herkimer-Oneida Counties Transportation Council (HOCTC)

The Permittee agrees to pay SUNY Polytechnic Institute the amount of **\$2,566.60** [Two Thousand Five Hundred Sixty-Six and Sixty Cents] for the use of facilities described in Exhibit B. Payment is determined on the following basis:

DATE(S): Tuesday, November 19, 2024

START TIME / END TIME: 8:00 a.m. – 4:00 p.m.

USE OF FACILITIES: **\$ 550.00**

A/V: **\$ 125.00**

CATERING: (\$12.81 x 60 people + \$22.46 x 50 people) **\$1,891.60**

OVERTIME SURCHARGE: (NA) **\$ NA**

TOTAL: **\$2,566.60**

Security Deposit: [Total] x [20%]: **\$ 513.32**

BALANCE DUE: **\$2,053.28**

Payable to: SUNY Polytechnic Institute

SECURITY DEPOSIT REFUND SCHEDULE

RESERVATION CANCELLED WITHIN:
REFUND

SECURITY DEPOSIT

30 days prior to scheduled event	100% refund
21 days prior to scheduled event	75% refund
Less than 21 days prior to scheduled event	No refund

For events scheduled less than 30 days in advance, the following refund schedule shall apply:

26 days prior to scheduled event	100% refund
21 days prior to scheduled event	75% refund
Less than 21 days prior to scheduled event	No refund

State University of New York
Notary Acknowledgement

(ACKNOWLEDGEMENT BY INDIVIDUAL)

STATE OF NEW YORK)
COUNTY OF) SS.:

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

Notary Public

(ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION)

STATE OF NEW YORK)
COUNTY OF) SS.:

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

Notary Public

(ACKNOWLEDGEMENT BY CORPORATION)

STATE OF NEW YORK)
COUNTY OF) SS.:

On this _____ day of _____ 20____, before me personally
came _____ to me known, who duly being sworn, did depose and say that
he/she resides in _____; that he/she is the _____
of the _____,
_____, the corporation described in and which executed the foregoing
instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such
corporate seal, that was so affixed by the order of the Board of Directors of said corporation, and that he/she
signed his/her name thereto by like order.

Notary Public