

VICTOR FIRE DISTRICT

Overhead Doors Replacement

Request for Proposals

June 11, 2024

Address

Victor Fire District
34 Maple Avenue
Victor, NY 14564

VICTOR FIRE DISTRICT
Overhead Doors Replacement

Instructions for Proposals

Sealed proposals will be received at the Victor Fire District, 34 Maple Ave, Victor, NY, 14564 by the Fire District Secretary for the Board of Fire Commissioners of the Victor Fire District until July 18, 2024, at 2 p.m., prevailing time, for the replacement of the overhead doors at the Victor Fire House.

The enclosure containing the proposal shall be endorsed on the outside thereof with the submitter's name, the business address to which communications may be sent, and the title of the work for which the proposal is made. Proposals shall be delivered to the Victor Fire District Secretary in a method designed to assure actual receipt by the stated time and date. Proposals that are mailed shall be sent to the Victor Fire District, Attn: Fire District Secretary, 34 Maple Ave, Victor, New York 14564 and should be sent with enough lead time to assure actual receipt by the stated time and date. Proposals which are mailed to the Victor Fire Districts will not be considered delivered until they are actually received by the Fire District. Mailing a proposal by the stated time and date shall not constitute delivery for bidding purposes.

In case a proposal seeks to furnish any other work or item in substitution for the particular item contained in the Scope of Work, the proposal must clearly describe such other work or item so that its capacity to function in place of the particular item required in the bid proposal may be clearly understood and considered by the Board of Fire Commissioners.

This project is a public work and is subject to the prevailing wage laws. A copy of the prevailing wage rates schedule may be examined in the office of the Fire District Secretary during business hours or may be obtained by email request made to the Fire District Secretary at info@victorfire.com. A copy of the applicable prevailing wage schedule will be attached to the contract between the contractor and Fire District.

All proposals shall include the non-collusion statement required under General Municipal Law §103-d.

The Board of Fire Commissioners reserves:

- (1) the right to examine and investigate any proposal as to the capacity of the submitter to perform the work in accordance with the terms of the proposal, the Scope of Work of the Board of Fire Commissioners, and these instructions for proposals;
- (2) the right to reject any and all proposals;
- (3) the right to waive any informalities;
- (4) the right to award the contract to the lower proposal but, where two (2) or more responsible bidders submit identical proposals as to price, and both proposals comply with the Scope of Work, the Request for Proposals and these instructions for Proposals, the Board of Fire Commissioners may award the contract to any or either of such proposals;
- (5) the right to examine and consider the proposals received for a period of sixty (60) days after the opening thereof; and,
- (6) the right in the case of a proposal submitted includes a substitution for the work named in the Scope of Work, to consider whether, in its judgment, such substitute or substitution shall meet the requirements of the project; in such cases, the judgment of the Board of Fire Commissioners shall be considered final.

Dated: June 11, 2024

**Board of Fire Commissioners
Victor Fire District**

VICTOR FIRE DISTRICT
Overhead Doors Replacement
Proposal Requirements

General Information

Each proposal must indicate its compliance with the attached Scope of Work by stating in its proposal reference to each paragraph of the Scope of Work and indicating “YES” or “NO” to each item. A “YES” to a designated item will mean full compliance; a “NO” will mean an exception is being taken. All exceptions must be fully explained on a separate page, titled “Exceptions”, giving reference to the page and paragraph in the Scope of Work where the exception is being taken. Failure to comply with this requirement will result in the proposal being rejected.

Proposals will be addressed and submitted in accordance with the “Instructions for Proposals”. The words “*Overhead Doors Replacement*” must be stated on the face of the proposal envelope. It is the submitter’s responsibility to see that its proposal arrives on time. Late proposals or proposals by telegram, facsimile, email, or telephone will not be considered.

Each proposal shall be accompanied by a detailed description of the work it proposed to furnish.

No exception will be allowed for any of the aforementioned instructions. Proposals not submitted in accordance with these instructions may be rejected.

Addenda and Interpretations

No interpretation of the meaning of the specifications or other contract documents shall be requested by or made to any submitter verbally.

Every request for such interpretation will be in writing and addressed to the Fire District Secretary at the address for the Fire District set forth in the Instructions to Proposals, and must be received at least three business days prior to the date fixed for the opening of the proposals to be given consideration.

Proposal Evaluation

Proposals received will be evaluated by the Board of Fire Commissioners of the Victor Fire District, its personnel, and Fire District legal counsel. This evaluation will be based as a minimum on the following criteria:

- (1) commitment for quality and timeliness of service;
- (2) completeness of the proposal, i.e., the degree which it responds to all requirements and requests for information contained herein;
- (3) submitter’s demonstrated capabilities and qualifications, including ongoing service; and,
- (4) other relevant considerations, as the Fire District may determine in its best interests.

Sales Tax Exclusion

Proposals submitted will compute pricing less state sales taxes. It is understood that the Fire District is a tax-exempt municipal corporation of the State of New York.

Prevailing Wages

The contractor MUST comply with the State of New York Prevailing Wage Rates and regulation for this project and all proposals and prices should reflect those requirements. Certified payrolls will be required. A copy of the applicable prevailing wage rates schedule may be examined in the office of the Fire District Secretary during business hours, or may be obtained by email request made to the Fire District Secretary info@victorfire.com. A copy of the applicable prevailing wage schedule will be attached to the contract between the contractor and the Fire District.

Form of Contract

A copy of the proposed contract shall be submitted with each proposal consistent with the sample provided; the final form of which shall be subject to approval by the Fire District’s legal counsel.

Contract Award

The Fire District reserves the right to reject any or all proposals deemed to be unresponsive. The Fire District also reserves the right to waive any informalities, irregularities, and technicalities in procedure as may be in the best interest of the Fire District.

The Fire District reserves the right, before awarding the contract, to require a proposal maker to submit evidence of their qualifications as deemed necessary, including prior experience.

The Fire District reserves the right to award the contract to the lowest responsible bidder, based on the responsiveness of the proposal and other evidence provided by the bidder of their capacity to perform the work.

Insurance

Each proposal will supply proof of general commercial liability insurance coverage equal to or exceeding \$1,000,000 per claim and proof of workers compensation insurance as required by law. Upon award of the contract, the successful submitter shall provide proof of such insurances, including naming the Fire District as an Additional Insured where appropriate.

Area Subject to Contract

The area subject to this contract is the fire house located at 34 Maple Ave.

Contract Information

The proposed term and conditions of the contract is for the purchase and installation of six (6) overhead doors, including trim, and six (6) electric overhead door openers at the fire house located at 34 Maple Avenue by October 31, 2024.

The Victor Fire District reserves the right to choose other contractors for a particular service issue when, in the sole determination of the District, it is in the organization's best interest to do so.

Standard of Service

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions, including:

1. The contractor will provide the required services and will not subcontract or assign the services without the District's prior written approval.
2. The contractor will provide the services as an independent contractor and not as an employee or agent of the District.
3. Contractor will submit any required plans, shop drawings, and any other required submittal documents to the District Secretary for approval by the Board of Directors.
4. The contractor is to schedule work with and report to the Building Maintenance Officer and/or his designee, and will cooperate and confer with him/her as necessary to insure satisfactory work progress.
5. Contractor shall check in and out with the District Secretary during regular business hours for routine and scheduled work performed, including logging times and summary of work on a District form for that purpose.
6. Work is being done at an active fire hall. Clean up must be done daily, and the area must be left in a safe condition that does not interfere with the operation of the fire department.
7. All reports, estimates, memoranda and documents shall be dated and bear the contractor's name.
8. Billing terms shall be no less than net 30; invoices shall be accompanied with a completed Fire District voucher and copy of work provided, be delivered to the Secretary, Victor Fire District; 34 Maple Avenue; Victor, NY. Such invoices shall be presented to the Board of Fire Commissioners for approval at the next regular meeting. The deadline for inclusion on the next board meeting shall be the Wednesday before the meeting.

VICTOR FIRE DISTRICT Overhead Doors Replacement	Bidder Complies	
	Yes	No
<p>All proposals for the Scope of Work shall include all labor and materials to provide service as outlined below at the Victor Fire District fire station located on Maple Avenue in Victor, New York:</p> <p>(1) Agreement to meet the Standard of Service listed in the Proposal Requirements</p> <p>(2) Vendor to remove six (6) overhead garage doors, old electric operators, associated hardware, and decorative trim/ flashing. All removed materials will be disposed of by the vendor.</p> <p>(3) Original Galvanized track to remain. Vendor to inspect and repair track if needed after confirmation by Victor Fire District.</p> <p>(4) Vendor to install new trim/ flashing to match overhead doors, including necessary caulking to make weather tight.</p> <p>(5) Vendor to install six (6) new Raynor sectional insulated steel overhead doors, or approved equivalent. Doors shall have a minimum R-value of 16.00.</p> <p>(6) Overhead doors must include full view insulated glass windows in the 2nd, 3rd and 4th sections. Must install one 4-inch horizontal reinforcing strut per section as well as double end stiles and double end hinges to reduce wear and tear. Rollers shall be designed for high-cycle and heavy use.</p> <p>(7) Overhead doors must include a double rubber sill, to account for floor slopes.</p> <p>(8) All Operator motors shall be 1-1/2 Horsepower with instant reverse and overload protection. Must include automatic closing timer with override feature and trolley chain rated for motor.</p> <p>(9) Each door shall be equipped with heavy duty oil tempered wire torsion springs on a continuous ball bearing cross header shaft; galvanized aircraft type lifting cables with minimum safety factor of 5 to 1; a 50,000 high-cycle torsion springs.</p> <p>(10) All doors shall have a chain hoist or similar equipment for emergency manual operation without electrical power.</p> <p>(11) Vendor to install red/green lights for each operator to indicate when a door reaches the open / closed position.</p>		

<p>(12) Each door should be equipped with light curtains and safety reversing edges.</p> <p>(13) All doors shall have the appropriate perimeter weather seals that provide equivalent R-value rating of the doors</p> <p>(14) All new doors and installed trim shall come with a final coat of paint. The color is to be Raynor Series 38 PWDR RAL # 3003. Alternate may be accepted by the District after review.</p> <p>(15) Each door operator shall include multifunction 3-4 button remotes to operate multiple doors. Provide at least three (3) remotes per door replaced.</p> <p>(16) Each door shall have a commercial garage door opener three button station, all wiring and electrical components as required by the National Electrical Code, replacing existing stations.</p> <p>(17) Each door will connect to the existing master control bank.</p> <p>(18) Vendor will connect the new door operators to the existing electrical supply, for a complete and functional “turn-key” completed system.</p> <p>(19) Installation vendor must have a minimum 10 years of experience with a list of similar projects completed.</p> <p>(20) Installation vendor must be located within 75 miles of the Fire Station.</p> <p>(21) Installation company to have an electrician within their organization capable of any needed repairs should they arise.</p> <p>(22) Installation company must offer 24/7/365-hour emergency service and have the ability to respond to any needed emergency repairs within two hours.</p> <p>(23) Bidder shall be responsible for all measurements of the existing installation.</p> <p>(24) Vendor shall be responsible for correct manufacturers installation and making of all connections for each overhead door to be safe and operable.</p> <p>(25) Verification of correct and safe operation shall be done by the Fire District before final acceptance of the project.</p> <p>(26) Bidder provides NYS Required Certifications, attached.</p>		
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<p>(27) Alternate to bid 1: Overhead doors to include full view insulated glass windows in the 3rd and 4th sections.</p> <p>(28) Alternate to bid 2: All new doors shall come with a final coat of paint. The alternate color to be presented is standard white. Trim will remain as originally described.</p> <p>(29) Work must be completed by October 31, 2024</p>		
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Attachment 2

NYS Required Certifications

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Section 165 of the State Finance Law, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either (answer yes or no to one of the following, as applicable):

1. have business operations in Northern Ireland No Yes , and if yes:

2. shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles.
No Yes

NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with Section 139-d of the State Finance Law, by submitting its bid each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

In the event that the Bidder is unable to certify as stated above, the Bidder shall provide a signed statement which sets forth in detail the reasons why the Bidder is unable to furnish the certificate as required in accordance with State Finance law § 139-d(1)(b).

DIESEL EMISSION REDUCTION ACT

Pursuant to N.Y. Environmental Conservation Law § 19-0323 of the (“the “Law”) it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology (“BART”) and ultra-low sulfur diesel fuel (“ULSD”). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by contract vendors “on behalf of” State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy duty vehicles, as defined in the Law, to be used under this contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

Legal Business Name of Company Bidding: [REDACTED]	
D/B/A - Doing Business As (if applicable): [REDACTED]	
Bidder’s Signature: Title:	Printed or Typed Name: [REDACTED] Date: [REDACTED]

SAMPLE CONTRACT FOR PUBLIC WORK

THIS AGREEMENT entered into and made effective the _____ day of _____, 2024, by and between the **VICTOR FIRE DISTRICT**, a public corporation organized and existing under and by virtue of the Laws of the State of New York for the purpose of providing fire protection and responding to other emergencies, having its principal place of business at 34 Maple Street, Victor, New York 14564, Ontario County, New York, hereinafter called the “District”, and _____, a corporation having offices at _____, New York, hereinafter called “Contractor”, pursuant to the provisions of the General Municipal Law of the State of New York.

WHEREAS, the parties to this agreement, each in consideration of the agreements on the part of the other herein contained, the District, for itself, its successors and assigns, and the Contractor, for itself, and its successors, agree as follows:

1. SCOPE OF WORK.

a. Scope of work is _____.

b. The work shall commence not later than the ____ day of _____, 2024, and shall progress with due diligence and in the order and manner in which the District through its Building Maintenance Officer may reasonably require, said work to be completed on or before the ____ day of _____, 2024.

c. It is understood and agreed between the parties hereto that no claim for damages or extra work shall be made in connection with this work except such as may be ordered in writing by the District’s Building Maintenance Officer with the approval, by resolution, of the Victor Fire District Board of Commissioners and further evidenced by the execution of a supplemental agreement between the District and the Contractor.

d. It is further understood and agreed that title to all materials delivered upon the work paid for or partly paid for by the District shall vest in and become the property of the Victor Fire District.

2. TERM.

The term of this Agreement shall be _____.

3. CONSIDERATION.

Consideration under this Agreement shall not exceed \$ _____.

Before payment is made by or on behalf of the District of any sum or sums due on account of this contract, the District shall require the Contractor and each and every subcontractor doing work contemplated by the terms of this contract to file a statement in writing, in a form satisfactory

to the District, certifying to the amounts then due and owing to the Contractor or subcontractor filing such statement to any and all laborers on account of labor performed, setting forth therein the names of the persons to whom wages are due and the amount due to each respectively, which statement shall be verified by the oath of the Contractor or subcontractor as the case may be. Such wages must comply with the prevailing wage requirements imposed on all public works projects in New York State.

4. INSURANCE.

Contractor agrees to maintain insurance as specified in the Request for Proposals and bidding documents leading to this Agreement and shall provide the Victor Fire District Secretary with a certificate of insurance naming the Victor Fire District as an additional insured.

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.

The cost of obtaining any additional insurance shall be the responsibility of the Contractor.

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, citizenship or immigration status, 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 will be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, 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 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 HOUR PROVISIONS.

This is a public work contract covered by Article 8 of the Labor Law. As such, 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, the Contractor and its subcontractors must pay 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 Labor Law.

Additionally, because 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 District of any District-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, because 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 District a non-collusive bidding certification on the 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, the Contract 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 in, 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 Contractors shall notify the District within five (5) business days of such conviction, determination, or disposition of appeal (2 NYCRR Section 105.4).

9. 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 District, shall have access to the Records during the 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 purposes of inspection, auditing, and copying.

The District shall take reasonable steps to protect from public disclosure under Section 87 of the Public Officers Law (the “Statute”) provided that: (i) the Contractor shall timely inform an appropriate District 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 District’s right to discovery in pending or future litigation.

10. COMPLIANCE WITH RULES, REGULATIONS AND LAWS.

a. It is mutually agreed that all rules, regulations and laws pertaining hereto shall be deemed to be part of this Agreement, and anything contained herein that may be in whole or in part inconsistent therewith shall be deemed to be hereby amended and modified to comply with such legislation, rules, regulations and laws, for and during such time the same shall be in effect, but at no other time. If any provision contained herein is found now or during the life of this Agreement to be null and void, in whole or in part as a matter of law, then said clause or part hereof shall be deemed to be severed and deleted from this Agreement leaving all other clauses or parts thereof in full force and effect. It is further agreed that there shall be no gap in the coverage or applicability of said remaining clauses or parts thereof.

b. Contractor, if applicable, agrees to comply with the Federal Commercial Driver’s License Drug and Alcohol Testing Program requirements set forth in 49 CFR Parts 40 and 382.

c. In acceptance of this Agreement, Contractor covenants and certifies that it will comply in all respects with all Federal, State, County or other Municipal Law which pertains hereto regarding work on public works contracts, matters of employment, length of hours, workers’ compensation and human rights.

d. Pursuant to Section 165 of State Finance Law, any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or wood product in performance of the contract shall be deemed non-responsive.

e. Pursuant to Section 165 of State Finance Law and 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, and shall permit independent monitoring of compliance with such principles.

f. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Sections 899-aa and 899-bb and State Technology Law Section 208).

11. STATEMENT OF NON-INVESTMENT IN IRANIAN ENERGY SECTOR.

Under penalty of perjury, Contractor, hereby certifies that to the best of its knowledge and belief, it is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of

New York State Finance Law. The District 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.

12. GOVERNING LAW AND VENUE.

a. The Laws of the State of New York, excluding its choice of law provisions, shall govern and control the within Agreement. The parties agree to submit themselves in any legal action or proceeding arising out of or relating to this agreement, or for the recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the Supreme Court of the State of New York, Ontario County, if in State Court, or the courts of the United States District Court, Western District of New York, if in Federal Court, and all related appellate courts. The parties agree to be subject to personal jurisdiction in and consent to service of process issued by a court in which venue is proper as defined in this paragraph.

b. It is expressly understood and agreed that upon the refusal of the Contractor or any agent or employee of the Contractor, when called before a grand jury, to testify concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority thereof or with any public department, agency or official of the State or of any political subdivision thereof or of any public authority thereof, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract shall cause the cancellation or termination of this contract and the District shall be liable to the Contractor only for goods delivered or work done prior to the time of the said cancellation or termination.

13. CONFLICT OF INTEREST.

Contractor hereby stipulates and certifies that there is no member of the Board of Fire Commissioners or other Victor Fire District Officer or Employee forbidden by law to be interested in the Agreement directly or indirectly, who will benefit therefrom or who is a party thereto.

14. PROCUREMENT LOBBYING.

By signing this agreement, 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 District may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

15. LICENSES.

Contractor hereby agrees that it will obtain, at its own expense, all licenses or permits necessary for this work, if any are necessary prior to the commencement of said work.

16. WARRANTIES AND REPRESENTATIONS.

Contractor warrants and represents that it is qualified by training and experience to perform the services outlined in this Agreement.

17. CONFIDENTIAL INFORMATION.

The Contractor agrees that any information or data obtained, documents produced, or any other material received by the Contractor during the furtherance of Contractor's obligations in accordance with this Agreement will be treated by the Contractor in full confidence and will not be revealed to any other persons, firms, or organizations.

18. INDEPENDENT CONTRACTOR STATUS.

Contractor covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor and that itself, its employees or agents will neither hold themselves out as, nor claim to be an officer or employee of the Victor Fire District, for such purposes as, but not limited to, Workers' Compensation coverage, Unemployment Insurance Benefits, Social Security or New York State and Local Retirement System membership or credit.

19. HOLD HARMLESS.

Contractor shall at all times save harmless the Victor Fire District, its officers, and its employees, together with their officers, agents, servants, and employees, from and against any and all liability, losses, claims, suits, causes of action, costs, expenses, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Contractor or its agents, officers, employees and/or sub-contractors.

20. NOTICE OF INJURY.

In the event that Contractor's employee, agent, or sub-contractor is injured or causes injury or damage while in performance of services under this Agreement then Contractor shall cause written notice to be served upon the Victor Fire District Secretary at 34 Maple Street, Victor, New York 14564 within twenty-four hours of any such injury or damage.

21. AUDIT.

Contractor shall provide the District with appropriate documentation should the District wish to conduct an audit relative to the expenditure of the funds pursuant to this agreement. Contractor agrees to cooperate and participate in any audit ordered by state authorities and/or agencies, particularly with respect to, but not limited to, prevailing wage audits.

22. EXAMINATION OF BUDGET AND APPROPRIATION OF FUNDS.

It is expressly understood by and between the parties that any and all payments made pursuant to the within contract may not be in an amount in excess of the sum appropriated therefore in the Budget. Contractor specifically acknowledges its responsibility to examine the Budget to assure itself that the within contract price complies with the amount appropriated therefore. Should the contract price exceed the amount appropriated for the objective purpose of the contract, the within contract shall be unenforceable, unless approved by a majority vote of the Board of Fire Commissioners. The contract shall be deemed executory only to the extent of money available to the Victor Fire District for the performance of the terms hereof and the Victor Fire District shall incur no liability, beyond monies available, for the purpose thereof.

The preceding clause shall not apply to contracts for provision of services where the State of New York or the U.S. Government mandates the payment and/or amount thereof. In that event, the Board of Fire Commissioners represents that there is a funding source sufficient to pay for services provided pursuant to the contract.

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

23. TAXES.

The District shall not be responsible for payment of any state or federal taxes, which may be incurred by Contractor, pursuant to this Agreement.

24. TERMINATION.

a. The District may terminate this Agreement at any time with 30 days advance written notice if the District determines that Contractor is unable or unwilling to provide the services described in this Agreement or the Contractor fails to immediately correct any problems after notification of such problem from the District.

b. The District may terminate this Agreement immediately upon written notice in the event of bankruptcy, insolvency, or any other financial condition creating reasonable doubt as to Contractor's ability to perform hereunder.

c. Upon written notice of termination from the District, the Contractor shall immediately cease all work under this Agreement and remit all outstanding funds, if any, due to the District.

a. No such termination shall affect or discharge any obligations of either party, which arose prior to the effective date of termination with respect to warranties, indemnification, monies owed or confidential information.

25. CONFLICT OF TERMS.

In the event that a conflict exists between the terms and conditions of this Agreement and any exhibits, appendices, or attachments hereto, that are proposed by Contractor, the terms and conditions of this Agreement shall control, unless such conflicting or additional terms are accepted in a writing making reference to this Agreement and signed by the District.

26. COUNTERPARTS.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

27. ASSIGNABILITY.

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 District'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 or the State Finance Law may be waived at the discretion of the District where the assignment is due to a reorganization, merger, or consolidation of Contractor's business entity or enterprise.

28. AMENDMENTS.

This Agreement may be amended, modified or extended only by written instrument duly authorized and executed by the parties with the same formality as this Agreement.

29. WAIVER.

The failure of the District to insist, in any one or more instances, upon the full performance of any of the terms and conditions of this Agreement, or to exercise any rights it may have hereunder, shall not be construed as a waiver of any legal rights it may have with respect to such nonperformance, or be construed as the District's condoning of further nonperformance of such terms or conditions.

30. NOTICES.

Any notice or consent required or permitted to be given pursuant to this Agreement shall be given to the respective parties in writing, by ordinary, first class mail or otherwise delivered to the addresses listed above, or any other addresses the parties may from time to time designate. Notices and consents, which are sent by mail, shall be deemed received by the other party five (5) days following their deposit in the U.S. Mail. Contractor agrees to accept service of process at the address listed above in any action brought by the District pursuant to this Agreement.

31. HEADINGS.

Titles, captions, or headings to any provision, article, etc. shall not limit the full contents of the same. Each article has the same full force and effect as if no title existed.

32. MERGER CLAUSE.

a. The parties agree the foregoing and the attached exhibits constitute the entire Agreement between the parties and shall supersede any verbal statements or other writings, except an amendment, mutually agreed upon between the parties and in writing, and designated as an amendment to this Agreement, shall supersede or vary the positions herein.

b. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein, and if through mistake or otherwise, such provision is not inserted, then upon the application of either party, this contract shall be amended forthwith to make such insertion.

33. PIGGY-BACK.

Pursuant to NYS General Municipal Law §103(16) the Victor Fire District certifies that this contract was awarded in compliance with the competitive bidding requirements of the State of New York for a competitive bids and agrees that the terms and conditions of such contract are available for use by other government entities and authorized Purchasers provided that Purchaser enters into a separate independent contract with Contractor and in said contract Purchaser accepts sole responsibility for any payment due the Vendor for services/material rendered to that Purchaser. However, it is understood that the extension of such contracts is entirely at the discretion of the Contractor and the Contractor is only bound to any contracts between the Victor Fire District and the Contractor.

This proposal in part or in whole shall become the basis of the awarded contract and must meet all applicable standards as set forth under NYS General Municipal Law, New York State Finance Law and or local resolutions or updated versions thereof. Extension of contract terms to another entity is strictly between the Contractor and participating entities and the Victor Fire District shall be held harmless from any such activity. The Victor Fire District reserves the right to be informed of any such activity without obligation, written or implied.

34. AUTHORIZATION.

Each party asserts and acknowledges that the signatory indicated below is authorized and empowered to execute this Agreement on behalf of that party. Contractor acknowledges that this Agreement has no force and affect unless approved by the Board of Fire Commissioners of the Victor Fire District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

VICTOR FIRE DISTRICT

Dated: _____ BY: _____
Chair, Board of Fire Commissioners

[CONTRACTOR]

Dated: _____ BY: _____

STATE OF NEW YORK)
COUNTY OF _____) ss.

On this _____ day of _____, 2024, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she resides in the _____, of _____ New York; that he/she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he/she signed his/her name thereto with the authority of and by order of the _____ of said corporation.

Notary Public