

**APPENDIX A:
Required Contractual Terms**

1. Compliance. All contractors and subcontractors or their agents shall:
 - a. Comply with any applicable Federal, State, and Local Laws and regulations;
 - b. Adopt and perform such review and inspection procedures as are necessary to ensure compliance by a Third Party with all applicable Federal, State and Local laws and regulations;
 - c. Indemnify the Housing and Trust Fund Corporation and the Finger Lakes Regional Land Bank against any and all claims arising out of the contractor's work or the work of their subcontractors.

2. M/WBE Executive Law 15-A:1, § 312. Contractor is required to comply with Article 15-A and 17-B of the New York State Executive Law, and the Land Bank's Policy on Minority and Women-Owned Business Enterprises/Equal Employment Opportunity (Land Bank Resolution 22-24) when applicable. The Land Bank's policy on M/WBE requires Contractor to actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs and to document and maintain records of such solicitations. Contractor agrees to abide by the Land Bank's M/WBE Policy which is affixed to this contract at Attachment A.

Any contractor awarded a contract in excess of \$25,000 for services rendered to the Land Bank must agree to implement such contract by making every reasonable effort to award any subcontracts to MBEs and WBEs and to utilize minorities and women labor in the performance of any agreement that is awarded to the contractor.

Additionally, any contractor awarded a contract in excess of \$25,000 dollars will be expected to abide by the following provisions:

a) Contractor shall comply with the provisions of the Human Rights Law and all other State and Federal statutory and constitutional non-discrimination provisions. The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For the purposes of this section, affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

b) At the request of the Land Bank, the contractor shall request each

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

- c) The contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the 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.
- d) The contractor will include the provisions a-b above in every subcontract, except out of state contract, in such a manner that the provisions will be binding upon each subcontractor as to work in connection with the Land Bank contract.
- e) The provisions of this section shall not be binding upon contractors or subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate or distinct from the Land Bank contract as expressed by its terms.
- f) any contractor who willfully and intentionally fails to comply with the minority and women-owned participation requirements set forth in this contract shall be liable to the Land Bank for liquidated or other appropriate damages and shall provide for other appropriate remedies on account of such breach.

3. Human Rights Law (Executive Law 15). Contractor shall not commit an unlawful discriminatory practice against any employee or applicant for employment, or in its activities and operations in connection with this agreement, on the basis 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 status as a victim of domestic violence. Contractor shall also follow the requirements of the Human Rights Law with regard to nondiscrimination on the basis of prior criminal conviction and prior arrest.
4. Fair Housing Act. Contractor or any Sub-Contractor thereof agrees to provide their express agreement, by signing this agreement or another affirmative statement, not to use funds paid to Contractor by the Land Bank for any purpose or in any manner that could be deemed to violate the Fair Housing Act, 42 U.S.C. § 3601 et seq., or the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., or any regulation promulgated thereto.

5. Insurance Coverage. Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to FLRLBC, insurance policies of the kinds and in the amounts provided in the Schedule D attached hereto and made a part hereof. The insurance policies shall name FLRLBC as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by FLRLBC. All insurance required shall be primary and non-contributing to any insurance maintained by FLRLBC.
6. Subcontractor Insurance. The Contractor shall ensure that any FLRLBC-approved subcontractors hired also carry insurance with the same limits and provisions provided in this article and Schedule D. Each FLRLBC-approved subcontractor shall furnish FLRLBC with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such contractor commencing any work.
7. Certificates. Contractor shall, prior to commencing any of the services outlined herein, furnish FLRLBC with Certificates of Insurance and corresponding policy endorsement showing that the requirements of this article have been met, and such policies shall contain an endorsement requiring the carrier to give at least ten days' prior notice of cancellation to FLRLBC. The Contractor shall also provide FLRLBC with updated Certificates of Insurance prior to the expiration of any previously issued certificates. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to FLRLBC. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, FLRLBC may declare this Agreement suspended, discontinued or terminated.
8. Grounds for Cancellation by Public Authority for Work or Services Performed or to be Performed or Goods Sold or to be Sold and Disqualification for Future Contracts: This contract may be cancelled or terminated by the Land Bank without penalty or damages of any kind upon (1) refusal by an owner, shareholder, member, manager director or officer of the party providing the goods or services hereunder, when called before a grand jury, head of state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, or (2) refusal of such person to sign a waiver of immunity against subsequent criminal prosecution, or (3) refusal of such person to

answer any relevant question with respect to such transaction or contract.

Further, such person, and any firm, partnership, limited liability company or corporation of which such person is a shareholder, member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal.

9. Contracts for Work or Services Performed or to be Performed or Goods Sold or to be Sold (Iranian energy sector divestment):

By signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

10. Contracting with business conducting business in Russia. In accordance with New York State Executive Order No. 16 ("EO 16"), by signing this Agreement, the Contractor certifies and affirms that it i) does not conduct business operations in Russia within the meaning of EO 16; (ii) does conduct business operations in Russia within the meaning of EO 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia; and/or (iii) does conduct business operations in Russia within the meaning of EO 16 but only to the extent necessary to provide health and safety services within Russia or to comply with Federal law, regulations, executive orders, or directives. A copy of EO 16 may be downloaded at: https://www.governor.ny.gov/sites/default/files/2022-03/EO_16.pdf.

11. Contracts for Steel Products: All purchase contracts for supplies, material or equipment involving an estimated expenditure in excess of fifty thousand dollars shall require with respect to materials, supplies and equipment made of, fabricated from, or containing steel components, that such steel components be produced or made in whole or substantial part in the United

States, its territories or possessions. The provisions of this paragraph shall not apply to motor vehicles and automobile equipment assembled in Canada in conformity with the United States-Canadian trade agreements known as the "Automotive Products Trade Act of 1965" or any amendments thereto.

All contracts in excess of one hundred thousand dollars for the construction, reconstruction, alteration, repair, maintenance or improvement of public works shall

require that all structural steel, reinforcing steel or other major steel items to be incorporated in the work of the contract shall be produced or made in whole or substantial part in the United States, its territories or possessions.

The provisions of this section shall not apply if the governing board or body of such public authority, in its discretion, determines that such provisions would result in unreasonable costs or that such steel products or steel components cannot be produced or made in the United States in sufficient and reasonably available quantities or of satisfactory quality or design.

12. Non-Collusive Bidding Certification: When requesting bids for work on behalf of or related to the Land Bank, the Contractor shall require that each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

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

13. Indemnification. To the fullest extent permitted by applicable law, the Contractor shall indemnify, defend, and hold harmless FLRLBC, and its contractors, officers, directors, servants, agents, representatives, and employees (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage and claims brought by third parties for personal injury and/or property damage (collectively, "Damages") incurred by any Indemnified Party to the extent caused by (a) any breach of this Contract by the Contractor, its contractors, subcontractors, officers, directors,

members, servants, agents, representatives, or employees, or (b) the malfeasance, misfeasance, nonfeasance, negligence, unlawful act or omission, or intentional misconduct of the Contractor, its subcontractors, officers, directors, members, servants, agents, representatives, or employees, arising out of or in connection with this Contract or the Services to be performed hereunder. This paragraph shall survive the termination or expiration of this Contract.

14. Limitation of Liability. In no event whatsoever shall FLRLBC, its affiliates, or the directors, officers, members, managers, employees, representatives, or agents of FLRLBC or its affiliates be liable or otherwise responsible to Contractor or any other party for any indirect, exemplary, special, incidental, consequential or punitive damages caused by, arising out of, or otherwise relating to the use this agreement or the services provided hereunder.
15. Affordable Care Act. By entering into this Agreement, Contractor acknowledges that it is the sole responsibility of the Contractor to provide and maintain all Affordable Care Act (“ACA”) requirements/benefits. The ACA mandates employers with 50 or more full-time equivalents to offer coverage to full-time employees and their dependents or pay taxes if an employee obtains Exchange coverage and a premium tax credit. (Exchange coverage allows you to use the State’s insurance exchange marketplace to obtain coverage from competing private health care providers.) Employees of the Contractor providing services to the Land Bank are employees of the Contractor and are not employed by the Land Bank, Seneca County, nor the State of New York.
16. Wage and Hour Provisions. If the Program includes public work contracts covered by Article 8 of the New York 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, a 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, 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 Corporation of any approved sums due and owing for completed work.