

# INVITATION FOR BID

<b>TITLE</b>	<b>WIC Hematological Testing Supplies</b>
<b>IFB NUMBER</b>	<b>FAU # 0909230440</b>
<b>BID DUE DATE</b>	<b>March 22, 2010</b>
<b>ANTICIPATED CONTRACT PERIOD</b>	<b>June 7, 2010 – May 31, 2015</b>

## Schedule of Key Events

Issue Date:	March 2, 2010
Deadline for Submission of Questions:	March 15, 2010
Written Questions and Answers Release Date:	March 22, 2010
Bid Due Date (by 2:00 PM):	March 29, 2010
Public Bid Opening:	March 29, 2010
Estimated Award Selection Date:	April 15, 2010
Anticipated Contract Start Date:	June 7, 2010

## Contacts Pursuant to State Finance Law § 139-j and 139-k

### DESIGNATED CONTACTS:

Pursuant to State Finance Law § 139-j and 139-k, the Department of Health identifies the following designated contacts to whom all communications attempting to influence this procurement must be made:

Carolyn Cazer  
Grants and Procurement Unit  
New York State Department of Health  
Room 1325, Corning Tower, Empire State Building  
Albany, New York 12237  
Telephone (518) 474-7896  
Email: [CJC11@health.state.ny.us](mailto:CJC11@health.state.ny.us)

### Permissible Subject Matter Contacts:

Pursuant to State Finance Law § 139-j(3)(a), the Department of Health also identifies the following allowable contacts for communications related to permissible subjects:

James A. Featherstone  
NYS Department of Health  
Division of Nutrition/BSFP  
Riverview Center  
150 Broadway, 6<sup>th</sup> Floor West  
Albany, NY 12204  
Telephone (518) 402-7099  
E-Mail: [JAF04@health.state.ny.us](mailto:JAF04@health.state.ny.us)

Dona McShane  
NYS Department of Health  
Division of Nutrition/BSFP  
Riverview Center  
150 Broadway, 6<sup>th</sup> Floor West  
Albany, NY 12204  
Telephone (518) 402-7099  
E-Mail: [DMM09@health.state.ny.us](mailto:DMM09@health.state.ny.us)

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# GENERAL INFORMATION

## A. INTRODUCTION

The New York State Department of Health (DOH) is seeking bids for the provision of Hematological Testing supplies, specifically microcuvettes, for use at clinics located throughout New York State. The DOH is responsible for the requirements specified herein and for the evaluation of bids. It is anticipated that a contract resulting from this Invitation for Bid will be for a period of five years, from June 1, 2010 through May 30, 2012. The contract may be extended for three additional one-year terms, at the sole discretion of the DOH, for a maximum contract period of five years.

The Special Supplemental Nutrition Program for Women, Infants and Children (WIC) is administered in New York State by the Bureau of Supplemental Food Programs (BSFP) within the DOH's Division of Nutrition. Microcuvettes obtained through this procurement will be shipped by the selected bidder to approximately 120 WIC clinic locations statewide. The microcuvettes will be used in Hemocue™ Hemoglobin Analyzers (Model # Hb201). These analyzers are the current equipment utilized by New York State WIC local agencies to measure Hemoglobin and Hematocrit levels of over 530,000 WIC participants at scheduled appointments. The analyzers were procured by the state within the past couple of years and are in good working condition. Detailed product requirements are provided below in the section "Hematological Testing Supplies Specifications."

A hemoglobin analyzer is a hand-held device that is used to measure Hematocrit (percent of red blood volume) and Hemoglobin (amount of iron) levels in blood.

A microcuvette is a single-use plastic, disposable measuring vessel, pipette, and test tube all in one. It is placed in the analyzer and automatically draws up the exact amount of blood needed from the puncture site to take the measurement.

## B. HEMATOLOGICAL WIC TESTING SUPPLIES SPECIFICATIONS

The NYS Department of Health (DOH) WIC Program will be purchasing the following hematological testing supplies:

Estimated Annual Quantity	Item Description	Unit of Measure
2,000	Product #111716 HemoCue™ Hb 201 Microcuvettes (200 per box, total of 400,000 units) or equal*	200 ct. box
100	Product #111715 HemoCue™ Hb 201 Microcuvettes (100 per box, individually wrapped, total of 10,000 units) or equal*	100 ct. box

\*Vendors may propose an alternative model/manufacturer for the two types of Microcuvettes, however, prior to an award being made to a vendor proposing an alternative Microcuvette, the vendor must first provide an in-person demonstration to DOH staff at the vendor's expense to show the alternative Microcuvette can be operated in the HemoCue™ Hb 201 Hemoglobin Analyzer and will provide test results that are accurate to within two percent. Vendors may not propose an alternative model/manufacturer for the Hemoglobin Analyzer.

Currently, the NYS WIC Program has an infrastructure in place where several hundred HemoCue™ Hb201 Hemoglobin Analyzers are in use at over 450 WIC sites located throughout the state. As these analyzers are in good working condition and since the infrastructure is already in place, switching to a different system would be inefficient and costly. Additionally, WIC local agency staff are trained on the operation and maintenance of this specific model analyzer.

Vendors must bid to provide both items listed above in the quantities requested and include shipping costs.

## **1. DELIVERY**

A minimum of once per year, the NYS WIC Program will place an order for the requested supplies. The contractor will be required to ship directly to approximately 120 delivery sites located throughout New York State. A listing of the current delivery sites can be found as Attachment 8 of this Solicitation. This delivery list may be revised during the course of the contract term, but all delivery sites will remain within New York State. The WIC Program will submit orders to the contractor around June of each contract year. On rare occasions an emergency order may be placed outside of this timeframe.

## **2. DELIVERY INSTRUCTIONS**

The orders will be submitted electronically to the contractor and will be broken down by:

- WIC Site Number
- Site name
- Site shipping address
- Quantity
- Item Number

The contractor will process and ship the orders to the specified locations within ten (10) business days (Monday thru Friday) of receipt of the order.

The contractor will ship all orders by a traceable delivery service (i.e. UPS, Fed Ex) with expected delivery in three (3) to five (5) business days from the date of shipment.

The contractor will send approved electronic confirmation of the order to the NYS Department of Health, Division of Nutrition within 3 business days of complete shipment, including all tracking numbers. The format and method of the confirmation must be in a manner satisfactory to the Department.

Shipping charges must be included in the bid price.

If a discrepancy arises with a delivery, the contractor is responsible for providing proof of delivery.

## **3. PRICE**

Price is F.O.B. destination, freight pre-paid and added to invoice.

## **4. METHOD OF AWARD**

Grand Total Bid – Award shall be made by Grand Total to the lowest responsive and responsible bidder. The state reserves the right to make no award on this solicitation.

## **5. REQUEST FOR CHANGE**

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing prior to effectuation. Such requests are subject to approval by the State Comptroller.

## **6. BILLING INSTRUCTIONS**

Payments cannot be processed by the NYS Department of Health until the contract items have been delivered in satisfactory condition. Payment will be based on an invoice used in the supplier's normal course of business; however, such invoice must contain sufficient data including, but not limited to the contract number, purchase order number, description of material, quantity, unit and price per unit, as well as Federal Identification Number. Properly completed vouchers are required to be forwarded by DOH to the Office of the State Comptroller for audit and payment. Prompt payment legislation (Article XI-A, State Finance Law) sets standards for the payment of bills incurred by State agencies within specified periods of time and requires interest payments in situations where payments do not conform to these standards. With certain exceptions, it is the Department's policy to pay all vendors/contractors providing acceptable invoices within 30 days of receipt.

## **7. PURCHASE ORDERS**

Purchase orders are effective and binding upon the contractor's receipt.

## **8. QUANTITIES**

The quantities listed are estimated only and are based upon the estimated need for the first two years of the contract term. However, the contract shall be paid for the amount actually ordered during the contract period. The NYS Department of Health reserves the right to increase or decrease quantities ordered as it deems necessary.

## **9. MINIMUM ORDER**

There is no minimum order.

## **10. CONTRACT PERIOD**

This agreement shall be effective upon approval of the NYS Office of the State Comptroller

It is anticipated that the contract will be for the period June 1, 2010 through May 31, 2012. The contract may be extended for three additional one-year terms, at the sole discretion of the state, for a maximum contract period of five years, as indicated in this solicitation.

## **11. TERMINATION**

The NYS Department of Health reserves the right to cancel the contract upon 30 day written notice for: (1) Unavailability of Funds; (2) Cause; (3) Convenience. The NYS Department of Health may only invoke its right to terminate for convenience on June 1, 2011 and on each subsequent anniversary date of the contract (except for the contract expiration date). Failure of the contractor to provide the required goods in accordance to the contract, the NYS Department of Health reserves the right to cancel the contract upon 30 day written notice. If the agreement

is terminated, the NYS Department of Health shall be liable only for payment of goods received prior to the effective date of termination.

## 12. PRICE CHANGES

All pricing shall be firm for the first two years of the contract term. The contractor may request a total of one (1) increase to the awarded price after the initial two years to be effective for the additional three (3) one (1) year terms. A request for price increase must be submitted in writing, 60 days prior to the yearly anniversary of the contract. Price increases are limited to the percentage increases in the Producer Price Index (PPI) for the 12-month period ending two months before the anniversary date of the contract. The increase or decrease of the PPI will be based on that issued by the United States Department of Labor for **Medical Equipment and Supplies Mfg (33911)**. Documentation of the rate increase must accompany the request. Requests for price increases greater than that amount must include an explanation of the special circumstances, along with documentation of the increased cost. Rate increases may not exceed five percent. Rate decreases greater than the PPI are not capped and will be allowed at any time. In no event shall more than one request for a price increase be considered during any single year period. Such requests are subject to approval by the State Comptroller.

### United States Department of Labor – Producer Price Index

<http://data.bls.gov/PDO/outside.jsp?survey=pc>

**Series ID:** PCU33911-33911-  
**Industry:** Medical equipment & supplies mfg  
**Product:** Medical equipment & supplies mfg

## 13. TEMPORARY PRODUCT SUBSTITUTIONS

In the event a specified product listed in this contract becomes unavailable or cannot be supplied by the contractor for any reason, the contractor may provide a temporary product substitution. This request must be made in writing by the contractor, explaining the reason for the request. The substituted item must be equal to or better than the specified product and the contractor must supply the substituted product at no additional cost or expense to the NYS Department of Health. The request must be agreed upon in writing by the NYS Department of Health.

## 14. PERMANENT PRODUCT CHANGES / ADDITIONS

In the event a specified product listed in this contract becomes discontinued, obsolete or a next-generation product becomes available, the contractor may request a permanent product addition or change to this contract. This request must be made in writing by the contractor, explaining the reason.

## 15. SUBMISSION OF BIDS

Bids shall be prepared in accordance with the requirements stated in this IFB. **All documentation requested under the Bid Submission Instructions section (Section C.4.) must be provided at the time the proposal is submitted.**

As stated in Section D, the Technical Response and the Cost Proposal must be sealed in separate envelopes/packages. The sealed envelopes must be marked “BID ENCLOSED” and

labeled with the BID NUMBER and the BID OPENING DATE on the outside of the envelope. One envelope must be labeled “Technical Response” and one envelope must be labeled “Cost Proposal.”

Interested vendors should submit 2 originals and 3 signed copies of their bid no later than 2:00PM on the date indicated on the cover of this IFB to the following address:

**Bureau of Supplemental Food Programs  
Division of Nutrition  
NYS Department of Health  
150 Broadway, 6<sup>th</sup> Floor West  
Albany, NY 12204-2719  
ATTENTION: Ms. Dona McShane / Bid Enclosed**

**Bidders assume all risks for timely, properly submitted deliveries.** Bidders are strongly encouraged to arrange for delivery of bids to DOH prior to the date of the bid opening. **LATE BIDS will be rejected. E-mail bid submissions are not acceptable and will not be considered.**

Bidders must allow extra time to comply with the security procedures in effect at the Riverview Center Building when hand delivering bids or using deliveries by independent courier services.

Security procedures are in effect at the Riverview Center Building. These procedures govern the admittance to the Division of Nutrition in Riverview Center. Photo identification is required. These security procedures may change or be modified at any time. Vendors who intend to deliver bids or conduct business with the Division of Nutrition should allow extra time to comply with the security procedures.

Bid packages will be opened on the date and time indicated on the cover of this IFB in the offices of the Division of Nutrition (Riverview Center, 150 Broadway 6th Floor West, Albany, NY 12204-2719). Bidders are welcome to send up to two representatives to witness the package openings. There will be at least two representatives from the State present at the opening.

At the opening, the bidders’ company names will be announced, the bid submissions will be opened, and the amounts entered into the Cost Proposals (Attachment 3) will be read aloud. No other information will be opened or shared. The contract **will not** be awarded at the time of the bid opening. The following steps must be completed by the Bureau of Supplemental Food Programs after the bid opening and before a written award is made:

- Verification of all calculations on the Cost Proposals.
- Pass/fail review of the required documentation submitted with the bidders’ proposals.
- Review of Cost Proposals and Vendor Responsibility Attestation forms for completeness and signature.
- Submission to and receipt of approval from, State executive staff of documentation of the contractor selection process.

Copies of the bid packages opened by the State may be requested after the award and execution of the contract by writing to the following electronic mail address: [FOIL@state.ny.us](mailto:FOIL@state.ny.us).

Manufacturers choosing not to bid are asked to submit a No-Bid form (Attachment 1 of this IFB) to the above address by the Bid Due date and time indicated on the cover of this IFB. Failure to do so may result in the manufacturer being removed from the State's mailing list for future procurements.

## **16. EVALUATION & SELECTION METHOD**

The State will award the contract to the responsible and responsive bidder who offers the lowest total bid.

Once a bidder is selected, the Department of Health will issue a contract to the vendor. The Department of Health will then issue Purchase Orders against the contract. Purchase orders are effective and binding upon the contractor when placed in the mail addressed to the contractor at the address shown herein.

The quantities listed are estimated only and based upon the filed requirements for two years. However, the contract shall be for the amount actually ordered during the contract period. The NYS Department of Health reserves the right to increase or decrease quantities as it deems necessary. There is no minimum order.

In order to be considered responsible and responsive, the bid must include all IFB required documents.

## **17. COST PROPOSALS**

Cost proposals will be per item and include all customs duties and charges and be net, Free on Board (F.O.B.) destination, including all costs necessary or incidental to proper execution of job including inside delivery to approximately 120 sites throughout New York State (See Attachment 8).

## **C. ADMINISTRATIVE**

Receipt of this Invitation for Bid does not indicate that the New York State Department of Health has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the request for bid due date and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in this request for bid document.

### **1. ISSUING AGENCY**

This Invitation for Bid (IFB) is a solicitation issued by the NYS Department of Health. The Department is responsible for the requirements specified herein and for the evaluation of all bids.

### **2. BIDDERS CONFERENCE**

A Bidders' Conference will not be held for this procurement.

### 3. INQUIRIES

All questions regarding this procurement should be submitted in writing or via email by 5:00PM on the date indicated on the cover of this IFB to:

Mr. James Featherstone  
Resource Planning and Operations Unit  
Bureau of Supplemental Food Programs  
Division of Nutrition  
150 Broadway, 6th Floor West  
Albany, NY 12204-2719  
WICIFBS@health.state.ny.us

Telephone calls regarding this IFB will not be accepted. A copy of the questions and answers, as well as any IFB updates and or modifications related to this IFB, as submitted to the Division of Nutrition will be posted on the Department of Health's website at <http://www.nyhealth.gov/funding/> by the date indicated on the cover of this IFB. Any answers to questions provided will not be considered final until they are released on the website.

### 4. BID PREPARATION

Prepare your bid on the attached forms using indelible ink. Print the name of your company on each page of the bid in the block provided.

#### **IMPORTANT NOTICE TO POTENTIAL BIDDERS:**

**Receipt of these bid documents does not indicate that the Department of Health's (DOH) Division of Nutrition (DON) has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.**

Bids must be enclosed in two separate, sealed envelopes marked "**BID ENCLOSED**" and labeled with the **BID NUMBER (0909230440)** and the **BID OPENING DATE** on the outside of the envelope. One envelope must be labeled "**Technical Response**" and one envelope must be labeled "**Cost Proposal**". The contents of the two envelopes are listed below. The two bid envelopes must be packaged together and delivered to:

**Bureau of Supplemental Food Programs  
Division of Nutrition  
NYS Department of Health  
150 Broadway, 6<sup>th</sup> Floor West  
Albany, NY 12204-2719  
ATTENTION: Ms. Dona McShane / Bid Enclosed**

#### **Contents of overall bid submission package:**

- **Technical Response Envelope (see below)**
- **Cost Proposal Envelope (see below)**

**Contents of the “Technical Response” Envelope:**

**Item 1.** Two signed originals and three copies of the “Vendor Information” (Attachment 2)

**Item 2.** Two signed originals and three copies of the “Vendor Responsibility Attestation” (Attachment 5), or “Vendor Responsibility Questionnaire” (Attachment 6)

**Contents of the “Cost Proposal” Envelope:**

**Item 1.** Two signed originals and three copies of the “NYS Department of Health Bid Form” (Attachment 4)

**Item 2.** Two signed originals and three copies of the “Cost Proposal” (Attachment 3)

**Item 3.** Two signed originals and three copies of the “M/WBE Utilization Plan” (Attachment 12)

**Proposals that do not include the Vendor Information (Attachment 2) and two original Cost Proposals (Attachment 3) will be rejected.**

In addition, prior to award, ST- 220-CA Covered Agency, Attachment 9, must be submitted to the Department of Health and Form ST-220-TD – Contractor Certification, Attachment 10, must be filed with the New York State Department of Taxation and Finance. These forms may be submitted with the bid as part of the Technical Response.

**Bidders assume all risks for timely, properly submitted deliveries.** Bidders are strongly encouraged to arrange for delivery of bids to DOH prior to the date of the bid opening. **LATE BIDS will be rejected. E-mail bid submissions are not acceptable and will not be considered.**

**NOTICE TO NON-BIDDERS:**

Manufacturers choosing not to bid are asked to submit a No-Bid form (Attachment 1 of this IFB) to the above address by the Bid Due date and time indicated on the cover of this IFB. Failure to do so may result in the manufacturer being removed from the State’s mailing list for future procurements.

**5. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO**

- a. Reject any or all proposals received in response to this IFB.
- b. Waive or modify minor irregularities in proposals received after prior notification to the bidder.
- c. Adjust or correct cost or cost figures with the concurrence of bidder if errors exist and can be documented to the satisfaction of DOH and the State Comptroller
- d. Negotiate with vendors responding to this IFB within the requirements to serve the best interest of the State.
- e. Eliminate mandatory requirements unmet by all bidders.

- f. Modify the detail specifications should no bids be received that meet all these requirements.

## **6. PAYMENT TERMS**

If awarded a contract, the contractor shall submit invoices to the State's designated payment office:

**Resource Planning and Operations Unit  
Bureau of Supplemental Food Programs  
Division of Nutrition  
NYS Department of Health  
150 Broadway, 6<sup>th</sup> Floor West  
Albany, NY 12204-2719**

Payment of such invoices by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms are specified under Section C7 of this IFB: BILLING INSTRUCTIONS.

## **7. ELECTRONIC PAYMENTS**

Payment for invoices and/or vouchers submitted by the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. Contractors shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-474-4032. Contractors will not receive payment on any invoices or vouchers submitted under this contract if they do not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

## **8. CONTRACT PERIOD AND RENEWALS**

It is the intention of the State to enter into a contract for a period of two years, from June 1, 2010 through May 31, 2012 with the option to renew for three additional one year terms as stated on the Invitation for Bid except that the commencement and termination dates appearing on the Invitation for Bid may be adjusted by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification. The contract dates may be adjusted forward beyond two months only with the approval of the successful bidder. If, however, the bidder is not willing to accept an adjustment of the contract dates beyond the two month period, the State reserves the right to proceed with an award to another bidder.

This agreement may be canceled at any time by the Department of Health giving to the contractor not less than thirty days written notice that on or after a date therein specified this agreement shall be deemed terminated and canceled.

All pricing shall be firm for the first two years of the contract term. The contractor may request a total of one increase to the awarded price after the initial two years to be effective for the additional three one year terms. A request for price increase must be submitted in writing, 60

days prior to the yearly anniversary of the contract. Price increases are limited to the percentage increases in the Producer Price Index (PPI) for the 12-month period ending two months before the anniversary date of the contract. The increase of the PPI will be based on that issued by the United States Department of Labor for **Medical Equipment and Supplies Mfg (33911)**. Documentation of the rate increase must accompany the request. Requests for price increases greater than that amount must include an explanation of the special circumstances, along with documentation of the increased cost. Rate increases may not exceed five percent. In no event shall more than one request for a price increase be considered during any single year period. Such requests are subject to approval by the State Comptroller.

#### **9. NON-COLLUSIVE BIDDING CERTIFICATION (State Finance Law Section 139-d and Appendix A, Clause 7)**

By submission of this bid, 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 its knowledge and belief:

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

#### **10. DEBRIEFING**

Once an award has been made, bidders may request a debriefing of their proposal up to three months from the date of contract award. Please note the debriefing will be limited only to the strengths and weaknesses of the bidder's proposal, and will not include any discussion of other proposals.

#### **11. NEW YORK STATE STANDARD VENDOR RESPONSIBILITY ATTESTATION (Attachment 5)**

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Bidders using the VendRep system must also complete and submit the Vendor Responsibility Attestation (Attachment 5) and submit supporting documentation. Otherwise, bidders must submit a Vendor Responsibility Questionnaire (Attachment 6) and supporting documentation.

## **12. STATE AGENCY WEB-BASED INTRANET AND INTERNET INFORMATION AND APPLICATIONS**

Any web-based intranet and internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, "Accessibility Web-based Information and Applications", and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and internet information and applications are accessible to persons with disabilities. Web content must conform to New York State Enterprise IT Standard NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by Department of Health, contractor or other, and the results of such testing must be satisfactory to the Department of Health before web content will be considered a qualified deliverable under the contract or procurement.

## **13. INFORMATION SECURITY BREACH AND NOTIFICATION ACT**

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual's unencrypted personal information plus one or more of the following: social security number, driver's license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual's financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Notification of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after measures are taken to determine the scope of the breach and to restore integrity; provided, however, that notification may be delayed if law enforcement determines that expedient notification would impede a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at: <http://www.cscic.state.ny.us/security/securitybreach/>

## **14. NEW YORK STATE TAX LAW SECTION 5-a (Attachments 9 and 10)**

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor

exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to an offerer meeting the registration requirements but who is not so registered in accordance with the law.

Contractor must complete and submit directly to the New York State Taxation and Finance, Contractor Certification Form ST-220-TD attached hereto (Attachment 10). Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new form (ST-220-TD) must be filed with DTF.

Contractor must complete and submit to the Department of Health the form ST-220-CA attached hereto (Attachment 9), certifying that the contractor filed the ST-220-TD with DTF. Failure to make either of these filings may render an offerer non-responsive and non-responsible. Offerers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

## **15. PIGGYBACKING**

New York State Finance Law section 163(10)(e) (see also <http://www.ogs.state.ny.us/procurecounc/pgbguidelines.asp>) allows the Commissioner of the NYS Office of General Services to consent to the use of this contract by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor's consent

## **16. M/WBE UTILIZATION PLAN FOR SUBCONTRACTING AND PURCHASING**

The Department of Health (DOH) encourages the use of Minority and/or Women Owned Business Enterprises (M/WBE's) for any subcontracting or purchasing related to this contract. Bidders who are not currently a New York State certified M/WBE must define the portion of all consumable products and personnel required for this proposal that will be sourced from an M/WBE. The amount must be stated in total dollars and as a percent of the total cost necessary to fulfill the RFP requirement. Supportive documentation must include a detail description of work that is required including products and services.

The goal for usage of M/WBE's is at least 10% of monies used for contract activities (Minority-owned – 5%; Women-owned – 5%). In order to assure a good-faith effort to attain this goal, the DOH requires that bidders complete the M/WBE Utilization Plan (Attachment 12) and submit this Plan with their bid documents.

Bidders that are New York State certified MBE's or WBE's are not required to complete this form. Instead, such bidders must simply provide evidence of their certified status.

Failure to submit the above referenced Plan (or evidence of certified M/WBE status) may result in disqualification of the vendor from consideration for award.

## **17. APPENDIX A, STANDARD CLAUSES FOR ALL NYS CONTRACTS (Attachment 7)**

Standard Clauses for New York State Contracts, dated June 2006, attached hereto, is hereby expressly made a part of this Invitation for Bid document as fully as if set forth at length herein. Please retain this document for future reference. The contractor agrees to comply with Appendix A, Standard Clauses for New York State Contracts.

## **18. CONFIDENTIALITY/FREEDOM OF INFORMATION LAW**

During the evaluation process, the content of each bid/proposal will be held in confidence and details of any bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's bid/proposal contains any such trade secrets or other confidential or proprietary information, you must submit a request to exempt such information from disclosure. Such request must be in writing, must state the reasons why the information should be exempted from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the contents of a bid/proposal from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

## **19. LOBBYING STATUTE**

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, establishes significant changes to the development of procurement contracts with governmental entities. Among other things, the new law:

- makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- requires the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- requires governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- authorizes the Temporary State Commission on Lobbying to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
- requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment;
- expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;
- modifies the governance of the Temporary State Commission on Lobbying;
- provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;
- increases the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
- establishes the Advisory Council on Procurement Lobbying.

Generally speaking, two related aspects of procurements were amended: (i) activities by the business and lobbying community seeking procurement contracts (through amendments to the Legislative Law) and (ii) activities involving governmental agencies establishing procurement contracts (through amendments to the State Finance Law). Additionally, a new section 1-t was added to the Legislative Law establishing an Advisory Council on Procurement Lobbying (Advisory Council). This Advisory Council is authorized to establish the following model guidelines regarding the restrictions on contacts during the procurement process for use by governmental entities (see Legislative Law §1-t (e) and State Finance Law §139-j). In an effort to facilitate compliance by governmental entities, the Advisory Council has prepared model forms and language that can be used to meet the obligations imposed by State Finance Law §139-k, Disclosure of Contacts and Responsibility of Offerers. Sections 139-j and 139-k are collectively referred to as “new State Finance Law.”

It should be noted that while this Advisory Council is charged with the responsibility of providing advice to the New York Temporary State Commission on Lobbying (Lobbying Commission) regarding procurement lobbying, the Lobbying Commission retains full responsibility for the interpretation, administration and enforcement of the Lobbying Act established by Article 1-A of the Legislative Law (see Legislative Law §1-t (c) and §1-d). Accordingly, questions regarding the registration and operation of the Lobbying Act should be directed to the Lobbying Commission.

## **20. SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING**

Pursuant to State Finance Law §§139-j and 139-k, this Invitation for Bid includes and imposes certain restrictions on communications between the Department of Health (DOH) and an Offerer during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit bids/proposals through final award and approval of the Procurement Contract by the DOH and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is/are identified on the first page of this Invitation for Bid or Request for Proposal. DOH employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period; the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the Office of General Services Website at: <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>.

### **D. APPENDICES**

The following will be incorporated as appendices into any contract resulting from this Invitation for Bids. This Invitation for Bids will, itself, be referenced as an appendix of the contract.

- APPENDIX A – Standard Clauses for All New York State Contracts
- APPENDIX C – The “Invitation for Bid” Document and any clarification documents
- APPENDIX C-1- The Selected Bidders Proposal
- APPENDIX D – General Specifications

○ APPENDIX E:

Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

- Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:
  - **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out-Of-State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
  - **C-105.2** – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
  - **SI-12** – Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance.
- Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:
  - **CE-200**, Certificate of Attestation For New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
  - **DB-120.1** – Certificate of Disability Benefits Insurance OR
  - **DB-155** – Certificate of Disability Benefits Self-Insurance
- APPENDIX G – Notices

## E. CONFLICT OF TERMS AND CONDITIONS

Conflicts between contract documents shall be resolved in the following order of precedence:

- Appendix A (Standard Clauses for New York State Contracts)
- Appendix C (The "Invitation for Bids" document)
- Any added Contract/Clarification Documents
- Appendix C-1 (The selected bidder's proposal)
- Appendix D (General Specification)

**F. ATTACHMENTS**

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**ATTACHMENT 1 – NO BID FORM**

# No Bid Form

**PROCUREMENT TITLE:** WIC Hematological Testing Supplies **FAU #** 0909230440

Bidders choosing not to bid are requested to complete the portion of the form below:

- We do not provide the requested commodity. Please remove our firm from your mailing list.
- We are unable to bid at this time because:

---

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Please retain our firm on your mailing list.

<b>Name of Company</b>	
<b>Name of Company Official Submitting Bid (Print or Type)</b>	<b>Title</b>
<b>Authorized Signature</b>	<b>Date</b>
<b>Phone</b>	<b>Extension</b>
<b>Toll Free Phone</b>	<b>Extension</b>
<b>Fax</b>	<b>Extension</b>
<b>E-Mail Address</b>	

*Failure to respond to bid invitations may result in your firm being removed from our mailing list for this commodity.*

## **ATTACHMENT 2 – VENDOR INFORMATION**

# Vendor Information

Page 1 of 2

<b>Name of Company</b>		<b>Federal Tax ID Number</b>
<b>Company Address</b>		<b>Purchase Order Address</b>
<b>Name of Company Official Submitting Bid (Print or Type)</b>		<b>Title</b>
<b>Authorized Signature</b>		<b>Date</b>
<b>Phone</b>		<b>Extension</b>
<b>Toll Free Phone</b>		<b>Extension</b>
<b>Fax</b>		<b>Extension</b>
<b>E-Mail Address</b>		
<b>Company Web Site</b>		

## **Person or Persons to Contact for Expediting New York State Contract Orders:**

<b>Name (s)</b>	
<b>Phone</b>	<b>Extension</b>
<b>Toll Free Phone</b>	<b>Extension</b>
<b>Fax</b>	<b>Extension</b>
<b>E-Mail Address (es)</b>	

# Vendor Information

Page 2 of 2

Name of Company	Federal Tax ID Number
-----------------	-----------------------

**Failure to Answer the Questions will Delay the Evaluation of your Bid and May Result in Rejection of your Bid.**

<b>Pricing</b> - Are prices quoted the same as or lower than those quoted other corporations, institutions and government agencies on similar products, quantities, terms and conditions?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

## Business Information

1. Are you a New York State Resident Business?  Yes  No
2. Total number of people employed by your business: \_\_\_\_\_
3. Total number of people employed by your business in New York State: \_\_\_\_\_
4. Is your business independently owned and operated?  Yes  No
5. Is your business at least 51% owned and controlled by women, or 50% owned and controlled by minority group members (i.e., Black, Hispanic, Asian, Pacific Islander, American Indian, Alaskan Native)?  
 Yes  No
  - a. If yes, have you been certified or registered?  Yes  No
  - b. List certification or registration authority: \_\_\_\_\_
6. Is your company considered an industry leader in your field?  Yes  No

## Place of Manufacturer of Product(s)

1. All New York State Manufacture?  Yes  No
2. All Manufactured outside New York State?  Yes  No
3. Manufactured in New York State and Outside New York State?  Yes  No
  - a. If Yes, location (State) where more than half the value is added to the product(s):  
\_\_\_\_\_
  - b. Bidder's Principal Place of Business (*Principal Place of Business is the location of the primary control, direction and management of the enterprise*):  
\_\_\_\_\_

## NYS Small Business Certification

\_\_\_\_\_  
Name of Company Official Submitting Certification Title

\_\_\_\_\_  
Signature Telephone Number Date

## **ATTACHMENT 3 – COST PROPOSAL**

## Attachment 3: Cost Proposal

Name of Company	Federal Tax ID Number
-----------------	-----------------------

Estimated Two Year Quantity	Catalog or Part Number	Item Description	Unit of Measure	Price Each	Two Year Total
4,000	111716	HemoCue™ Hb 201 Microcuvettes (200 per box, total of 400,000 units) or equal*	200 ct. box		
200	111715	HemoCue™ Hb 201 Microcuvettes (100 per box, individually wrapped, total of 10,000 units) or equal*	100 ct. box		
<b>Freight charges must be included in the cost of the commodity.</b> This cost proposal is per item and includes all customs duties and charges and be net, Free on Board (F.O.B.) destination, including all costs necessary or incidental to proper execution of job including inside delivery to approximately 120 sites throughout New York State (See Attachment 8).					
<b>Two Year Contract Total</b>					

\*See Detailed Specifications section of this Solicitation.

**Expected Delivery Date:** Ten (15) business Day(s) from Receipt of Purchase Order

Offerer's Signature	Date
Name (Please Print or Type)	Telephone
Title	E-Mail Address

**ATTACHMENT 4 – BID FORM**

NEW YORK STATE  
DEPARTMENT OF HEALTH

**BID FORM**

**PROCUREMENT TITLE:** WIC Hematological Testing Supplies **FAU #** 0909230440

Bidder Name:

Bidder Address:

Bidder Fed ID No:

**A.** \_\_\_\_\_ bids a total two-year price of \$ \_\_\_\_\_  
(Name of Offerer/Bidder)

**B. Affirmations & Disclosures related to State Finance Law §§ 139-j & 139-k:**

Offerer/Bidder affirms that it understands and agrees to comply with the procedures of the Department of Health relative to permissible contacts (provided below) as required by State Finance Law §139-j (3) and §139-j (6) (b).

Pursuant to State Finance Law §§139-j and 139-k, this *Invitation for Bid or Request for Proposal* includes and imposes certain restrictions on communications between the Department of Health (DOH) and an Offerer during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit *bids/proposals* through final award and approval of the Procurement Contract by the DOH and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is/are identified on the first page of this *Invitation for Bid, Request for Proposal, or other solicitation document*. DOH employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the Office of General Services Website at: <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

1a. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

1b. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

1c. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Add additional pages as necessary)

2a. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No                      Yes

2b. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Add additional pages as necessary)

C. Offerer/Bidder certifies that all information provided to the Department of Health with respect to State Finance Law §139-k is complete, true and accurate.

**D.** Offerer/Bidder agrees to provide the following documentation either *with their submitted bid/proposal or upon award* as indicated below:

With Bid

Upon Award

1. A completed N.Y.S Taxation and Finance Contractor Certification Form ST-220-CA (for procurements greater than or equal to \$100,000)

2. A completed N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to \$100,000)

N/A

3. A completed State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term

-----

\_\_\_\_\_  
(Officer Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Officer Title)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(e-mail Address)

**ATTACHMENT 5 – VENDOR RESPONSIBILITY ATTESTATION**

# Vendor Responsibility Attestation

Name of Company	Federal Tax ID Number
-----------------	-----------------------

To comply with the Vendor Responsibility Requirements outlined in this bid document, I hereby certify that:

**Choose One:**

- An on-line Vendor Responsibility Questionnaire has been updated or created at the Office of the State Comptroller's (OSC) website <https://portal.osc.state.ny.us>.
  
- A hardcopy Vendor Responsibility Questionnaire is included with this proposal/bid and is dated within the last six months.
  
- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include: governmental entities, public authorities, public colleges and universities, public benefit corporations and Indian Nations.

\_\_\_\_\_  
Offerer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print or Type)

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Title

\_\_\_\_\_  
E-Mail Address

**ATTACHMENT 6 – NEW YORK STATE VENDOR  
RESPONSIBILITY QUESTIONNAIRE  
FOR PROFIT BUSINESS ENTITY**

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

BUSINESS ENTITY INFORMATION				
Legal Business Name			EIN	
Address of the Principal Place of Business/Executive Office			Phone Number	Fax Number
E-mail		Website		
Authorized Contact for this Questionnaire				
Name:			Phone Number	Fax Number
Title			Email	
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable)				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS	
<b>1.0 Business Entity Type – Please check appropriate box and provide additional information:</b>	
a) <input type="checkbox"/> Corporation (including PC)	Date of Incorporation
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)	Date Organized
c) <input type="checkbox"/> Limited Liability Partnership	Date of Registration
d) <input type="checkbox"/> Limited Partnership	Date Established
e) <input type="checkbox"/> General Partnership	Date Established                      County (if formed in NYS)
f) <input type="checkbox"/> Sole Proprietor	How many years in business?
g) <input type="checkbox"/> Other	Date Established
If Other, explain:	
1.1 Was the Business Entity formed in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No' indicate jurisdiction where Business Entity was formed:	
<input type="checkbox"/> United States      State      _____	
<input type="checkbox"/> Other                      Country      _____	
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? Note: Select 'Not Required' if the Business Entity is a Sole Proprietor or General Partnership	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required
If 'No' explain why the Business Entity is not required to be registered in New York State.	
1.3 Is the Business Entity registered as a Sales Tax Vendor with the New York State Department of Taxation and Finance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No', explain and provide detail, such as "not required", "application in process", or other reason for not being registered.	
1.4 Is the Business Entity publicly traded?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

I. BUSINESS CHARACTERISTICS		
CIK Code or Ticker Symbol <span style="background-color: #cccccc; display: inline-block; width: 100px; height: 15px;"></span>		
1.5 Is the responding Business Entity a Joint Venture? <i>Note: If the Submitting Business Entity is a Joint Venture, also submit a questionnaire for each Business Entity comprising the Joint Venture</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
1.6 Does the Business Entity have a DUNS Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Enter DUNS Number		
1.7 Is the Business Entity's Principal Place of Business/Executive Office in New York State? If 'No', does the Business Entity maintain an office in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
Provide the address and telephone number for one New York office.		
1.8 Is the Business Entity a New York State Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If 'Yes', check all that apply: <input type="checkbox"/> New York State Certified Minority Owned Business Enterprise (MBE) <input type="checkbox"/> New York State Certified Women Owned Business Enterprise (WBE) <input type="checkbox"/> New York State Small Business <input type="checkbox"/> Federally Certified Disadvantaged Business Enterprise (DBE)		
1.9 Identify Business Entity Officials and Principal Owners. For each person, include name, title and percentage of ownership, if applicable. <i>Attach additional pages if necessary.</i>		
Name	Title	Percentage Ownership ( <i>Enter 0% if not applicable</i> )
II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS		
2.0 Does the Business Entity have any Affiliates? <i>Attach additional pages if necessary.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN ( <i>If available</i> )	Affiliate's Primary Business Activity
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name	Position/Title with Affiliate	
2.1 Has the Business Entity participated in any Joint Ventures within the past three (3) years? <i>Attach additional pages if necessary</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Name:	Joint Venture EIN ( <i>If available</i> ):	Identify parties to the Joint Venture:

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

<b>III. CONTRACT HISTORY</b>	
<b>3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? If “Yes” attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date, Contract End Date, and the Contract Description.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

<b>IV. INTEGRITY – CONTRACT BIDDING</b>	
<b>Within the past five (5) years, has the Business Entity or any Affiliate</b>	
<b>4.0 been suspended or debarred from any government contracting process or been disqualified on any government procurement?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.1 been subject to a denial or revocation of a government prequalification?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.2 been denied a contract award or had a bid rejected based upon a finding of non-responsibility by a government entity?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.3 had a low bid rejected on a government contract for failure to make good faith efforts on any Minority Owned Business Enterprise, Women Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.4 agreed to a voluntary exclusion from bidding/contracting with a government entity?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.5 initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>For each “Yes” answer above provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</b>	

<b>V. INTEGRITY – CONTRACT AWARD</b>	
<b>Within the past five (5) years, has the Business Entity or any Affiliate</b>	
<b>5.0 been suspended, cancelled or terminated for cause on any government contract?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>5.1 been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>5.2 entered into a formal monitoring agreement as a condition of a contract award from a government entity?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>For each “Yes” answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</b>	

<b>VI. CERTIFICATIONS/LICENSES</b>	
<b>Within the past five (5) years, has the Business Entity or any Affiliate</b>	
<b>6.0 had a revocation, suspension or disbarment of any business or professional permit and/or license?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>6.1 had a denial, decertification, revocation or forfeiture of New York State certification of Minority Owned Business Enterprise, Women Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status, for other than a change of ownership?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>For each “Yes” answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</b>	

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<b>VII. LEGAL PROCEEDINGS</b>	
<b>Within the past five (5) years, has the Business Entity or any Affiliate</b>	
<b>7.0 been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>7.1 been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>7.2 received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>7.3 had a government entity find a willful prevailing wage or supplemental payment violation?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>7.4 had any New York State Labor Law violation deemed willful?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>7.5 entered into a consent order with the New York State Department of Environmental Conservation, or a Federal, State or local government enforcement determination involving a violation of federal, state or local environmental laws?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>7.6 other than the previously disclosed:</b> (i) Been subject to the imposition of a fine or penalty in excess of \$1,000 imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

<b>VIII. LEADERSHIP INTEGRITY</b>	
<b>NOTE: If the Business Entity is a Joint Venture Entity, answer 'N/A – Not Applicable' to questions 8.0 through 8.4.)</b>	
<b>Within the past five (5) years has any individual previously identified, any other Business Entity Leader not previously identified, or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to</b>	
<b>8.0 a sanction imposed relative to any business or professional permit and/or license?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>8.1 an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>8.2 an indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>8.3 a misdemeanor or felony charge, indictment or conviction for:</b> (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>8.4 a debarment from any government contracting process?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
For each "Yes" answer provide an explanation of the issue(s), the individual involved, the government entity involved, the relationship to the submitting Business Entity, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

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<b>IX. FINANCIAL AND ORGANIZATIONAL CAPACITY</b>	
<b>9.0 Within the past five (5) years, has the Business Entity or any Affiliates received a formal unsatisfactory performance assessment(s) from any government entity on any contract?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
<b>9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
<b>9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments (not including UCC filings) over \$25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the lien holder or claimant's name, the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
<b>9.3 In the last seven (7) years, has the Business Entity or any Affiliates initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy chapter number, the Court name, and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
<b>9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability years, the tax liability amount the Business Entity failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
<b>9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the years the Business Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
<b>9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits? If "yes" did any audit reveal material weaknesses in the Business Entity's system of internal controls? If "Yes", did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

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<b>X. FREEDOM OF INFORMATION LAW (FOIL)</b>	
<b>10.0</b> Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Indicate the question number(s) and explain the basis for the claim.	

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**Certification**

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

**The undersigned certifies that he/she:**

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

\_\_\_\_\_ Notary Public

**ATTACHMENT 7 – APPENDIX A – STANDARD CLAUSES FOR  
ALL NEW YORK STATE CONTRACTS**

**STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

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

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

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

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

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

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

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

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

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

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

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

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

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

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**ATTACHMENT 8 – ADDRESS LISTING OF DELIVERY SITES**

NEW YORK STATE DEPARTMENT OF HEALTH  
 DIVISION OF NUTRITION  
 BUREAU OF SUPPLEMENTAL FOOD PROGRAMS  
 SITE ADDRESS FOR HEMOTOLOGY ORDERS

ID	Company	Phone	Address 1	Address 2	City	State	Zip
200	Women's Health Center of Albany Medical College	(518) 432-4033	220 Green Street		Albany	NY	12202
201	Warren County Health Services	(518) 761-6425	Municipal Center Gurney Lane Road	Building 11	Lake George	NY	12845
202	Whitney M. Young, Jr. Health Center, Inc.	(518) 465-9387	920 Lark Drive		Albany	NY	12207
203	Commission on Economic Opportunity for the Greater Capital Region	(518) 272-6159	2328 5th Avenue	2nd Floor	Troy	NY	12180
204	Schenectady County Public Health Services	(518) 346-8818	1044 State Street		Schenectady	NY	12307
205	Planned Parenthood Mohawk Hudson	(315) 366-9963	603 Seneca Street	Suite 4	Oneida	NY	13421
206	Fulmont Community Action Agency, Inc.	(518) 853-8363	20 Park Street		Fonda	NY	12068
207	Delaware Opportunities Inc.	(607) 746-1700	35430 State Highway 10		Hamden	NY	13782
208	Schoharie County Community Action Program	(518) 234-3568	795 East Main Street, Suite 5		Cobleskill	NY	12043
209	Opportunities for Chenango, Inc.	(607) 334-7114	44 West Main Street		Norwich	NY	13815
210	Opportunities for Otsego, Inc.	(607) 433-8071	3 West Broadway		Oneonta	NY	13820
211	Catholic Charities of Columbia & Greene Counties	(518) 828-9668	431 East Allen Street		Hudson	NY	12534
212	Washington County Public Health Services	(518) 746-2462	411 Lower Main Street	County Annex Building # 2	Hudson Falls	NY	12839
213	Cayuga County Health Department	(315) 253-1406	157 Genesee Street		Auburn	NY	13021
214	Oswego County Opportunities, Inc.	(315) 343-1311	101 West Utica Street		Oswego	NY	13126
215	Anthony L. Jordan Health Center	(585) 454-2630	273 Upper Falls Boulevard		Rochester	NY	14605
216	Society for the Protection and Care of Children	(585) 394-9240	79 South Main Street		Canandaigua	NY	14424
217	Cortland County Community Action Program, Inc.	(607) 753-6781	32 N. Main Street		Cortland	NY	13045
218	Tioga Opportunities Program, Inc.	(607) 687-3147	110 Central Avenue		Owego	NY	13827
219	Oneida County Health Department	(315) 798-5698	1506 Whitesboro Street		Utica	NY	13502
220	Onondaga County Health Department	(315) 435-3304	375 W. Onondaga Street	Room 12	Syracuse	NY	13202
221	Broome County Health Department	(607) 778-2869	225 Front Street		Binghamton	NY	13905
222	North Country Children's Clinic	(315) 782-9450	238 Arsenal Street		Watertown	NY	13601
223	Essex County Public Health	(518) 873-3560	132 Water Street		Elizabethtown	NY	12932
224	Clinton County Department of Public Health	(518) 565-4830	133 Margaret Street	Old Courthouse Building, Suite 117	Plattsburgh	NY	12901
225	Tompkins County Health Department	(607) 274-6630	401 Harris B. Dates Drive		Ithaca	NY	14850
226	St. Regis Mohawk Services	(518) 358-3141	412 State Route 37		Akwesasne	NY	13655

NEW YORK STATE DEPARTMENT OF HEALTH  
 DIVISION OF NUTRITION  
 BUREAU OF SUPPLEMENTAL FOOD PROGRAMS  
 SITE ADDRESS FOR HEMATOLOGY ORDERS

ID	Company	Phone	Address 1	Address 2	City	State	Zip
227	Hamilton County Public Health Nursing Service	(518) 648-6141	White Birch Lane		Indian Lake	NY	12842
228	Erie County Department of Health	(716) 858-8173	120 West Eagle Street	4th Floor	Buffalo	NY	14202
229	Cattaraugus County Health Department	(716) 373-8057	1 Leo Moss Drive	Suite 4010	Olean	NY	14760
230	Chautauqua Opportunities, Inc.	(716) 366-4373	10825 Bennett Road, Route 60		Dunkirk	NY	14048
231	Catholic Charities of Buffalo	(716) 285-0975	237 4th Street		Niagara Falls	NY	14303
233	Livingston County Department of Health	(585) 243-7530	2 Murray Hill Drive		Mt. Morris	NY	14510
234	Oak Orchard Community Health Center	(585) 344-2203	304 East Main Street		Batavia	NY	14020
235	Chemung County Health Department	(607) 737-2039	103 Washington Street		Elmira	NY	14901
236	Monroe County Health Department	(585) 753-4942	691 St. Paul Street	4th Floor W	Rochester	NY	14605
238	ProAction of Steuben & Yates, Inc.	(607) 776-1151	117 East Steuben Street		Bath	NY	14810
239	Saratoga County EOC, Inc.	(518) 587-3158	40 New Street		Saratoga Springs	NY	12866
240	Ulster County Health Department	(845) 883-5259	Route 299, 576 Heritage Plaza		Highland	NY	12528
241	Sullivan County Public Health Nursing Service	(845) 292-5910	50 Community Lane		Liberty	NY	12754
242	Putnam County Health Department	(845) 278-9204	121 Main Street		Brewster	NY	10509
243	Orange County Health Department	(845) 568-5275	130 Broadway		Newburgh	NY	12550
244	Rockland County Health Department	(845) 364-2507	50 Sanatorium Road	Building J Room 1	Pomona	NY	10970
245	Hudson River Healthcare, Inc.	(845) 452-6478	29 N. Hamilton Street		Poughkeepsie	NY	12601
247	Mt. Vernon Neighborhood Health Center, Inc.	(914) 699-7200	107 West 4th Street		Mount Vernon	NY	10550
248	Sound Shore Medical Center	(914) 637-1295	16 Guion Place - Goldstein Ambulatory		New Rochelle	NY	10802
249	Westchester County Department of Health	(914) 813-5231	145 Huguenot Street	Bureau of Community Nutrition Services	New Rochelle	NY	10801
252	William F. Ryan Community Health Center	(212) 769-7235	160 West 100th Street		New York	NY	10025
254	Bellevue Hospital Center (NYCHHC)	(212) 562-6124	462 First Avenue	Hospital Building East 20, Ground Floor	New York	NY	10016
259	Hunts Point Multi-Service Center	(718) 401-5425	754 East 151st Street		Bronx	NY	10455
263	St. Vincent's Hospital	(212) 604-2770	36 7th Avenue O'Toole Building	Room 1099	New York	NY	10011
264	Morrisania Diagnostic and Treatment Center (NYCHHC)	(718) 960-2805	1225 Gerard Avenue		Bronx	NY	10452
265	St. Barnabas Hospital	(718) 901-9510	2021 Grand Concourse	1st Floor	Bronx	NY	10453
273	Urban Health Plan, Inc.	(718) 589-4776	1070 Southern Boulevard		Bronx	NY	10459

NEW YORK STATE DEPARTMENT OF HEALTH  
 DIVISION OF NUTRITION  
 BUREAU OF SUPPLEMENTAL FOOD PROGRAMS  
 SITE ADDRESS FOR HEMOTOLOGY ORDERS

ID	Company	Phone	Address 1	Address 2	City	State	Zip
275	Jamaica Hospital	(718) 206-8600	134-20 Jamaica Avenue		Jamaica	NY	11418
278	Bedford Stuyvesant Family Health Center	(718) 857-4268	20 New York Avenue		Brooklyn	NY	11216
280	Brookdale Hospital and Medical Center	(718) 240-6445	465 New Lots Avenue		Brooklyn	NY	11207
281	Public Health Solutions	(646) 619-6456	220 Church Street	5th floor	New York	NY	10013
286	Brooklyn Hospital Center	(718) 250-8012	485 Coney Island Avenue		Brooklyn	NY	11218
288	East New York Diagnostic and Treatment Center (NYCHHC)	(718) 240-0470	2094 Pitkin Avenue		Brooklyn	NY	11207
295	Richmond University Medical Center	(718) 818-2373	355 Bard Avenue	Residence Building, 1st Floor	Staten Island	NY	10310
296	Staten Island University Hospital	(718) 226-6270	242 Mason Avenue (MAP Building)		Staten Island	NY	10305
298	Suffolk County Department of Health Services	(631) 853-8355	100 Veterans Memorial Highway	H. Lee Dennison Building, 3rd Floor	Hauppauge	NY	11788
299	Nassau County Department of Health	(516) 227-9442	106 Charles Lindbergh Boulevard		Uniondale	NY	11553
301	Allegany County Department of Health	(585) 593-2533	3453-B Route 417 East		Wellsville	NY	14895
303	The Greater Hudson Valley Family Health Center, Inc.	(845) 568-5473	136 Lake Street #3		Newburgh	NY	12550
308	Chautauqua County Department of Health	(716) 753-4314	Hall R. Clothier Building		Mayville	NY	14757
309	Beacon Christian Community Health Center	(718) 815-6560	2079 Forest Avenue		Staten Island	NY	10303
310	Catholic Charities Neighborhood Services	(718) 722-6023	191 Joralemon Street		Brooklyn	NY	11201
311	Catholic Charities of Rockville Centre	(516) 733-7071	90 Cherry Lane		Hicksville	NY	11801
312	East Side WIC Program	(212) 562-4132	462 First Ave		New York	NY	10013
313	Middletown Community Health Center	(845) 343-7614	21 Orchard Street		Middletown	NY	10940
314	North Brooklyn Health Network	(718) 963-8306	760 Broadway		Brooklyn	NY	11206
CO	New York State, Dept of Health	(518) 402-7099	150 Broadway	Suite 650	Albany	NY	12204

**ATTACHMENT 9 – FORM ST-220-CA: CONTRACTOR  
CERTIFICATION TO COVERED AGENCY**



# Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

# ST-220-CA

(6/06)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help? on back*).

Contractor name		For covered agency use only Contract number or description	
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address (if different than above)		Estimated contract value over the full term of contract (but not including renewals)	
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)		\$
Contractor's telephone number	Covered agency name		
Covered agency address			Covered agency telephone number

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_

(name)

(title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with \_\_\_\_\_  
(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(sign before a notary public)

\_\_\_\_\_  
(title)

## Instructions

### General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

**Note:** Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

### When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_, before me personally appeared \_\_\_\_\_,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
\_he resides at \_\_\_\_\_,
Town of \_\_\_\_\_,
County of \_\_\_\_\_,
State of \_\_\_\_\_; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

- (If an individual): \_he executed the foregoing instrument in his/her name and on his/her own behalf.
(If a corporation): \_he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
(If a partnership): \_he is a \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
(If a limited liability company): \_he is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that \_he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).
This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.
Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.
Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.
This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?

Internet access: www.nystax.gov (for information, forms, and publications)
Fax-on-demand forms: 1 800 748-3676
Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931
To order forms and publications: 1 800 462-8100
From areas outside the U.S. and outside Canada: (518) 485-6800
Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

**ATTACHMENT 10 – FORM ST-220-TD: CONTRACTOR  
CERTIFICATION**



# Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

# ST-220-TD

(6/06)

**For information, consult Publication 223, Questions and Answers Concerning Tax Law Section 5-a (see Need help? below).**

Contractor name				
Contractor's principal place of business		City	State	ZIP code
Contractor's mailing address (if different than above)				
Contractor's federal employer identification number (EIN)		Contractor's sales tax ID number (if different from contractor's EIN)		Contractor's telephone number ( )
Covered agency name	Contract number or description		Estimated contract value over the full term of contract (but not including renewals) \$	
Covered agency address			Covered agency telephone number	

## General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*, available at [www.nystax.gov](http://www.nystax.gov). Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

**Note:** Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT  
DATA ENTRY SECTION  
W A HARRIMAN CAMPUS  
ALBANY NY 12227**

## Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

## Need help?

 **Internet access:** [www.nystax.gov](http://www.nystax.gov)  
(for information, forms, and publications)

 **Fax-on-demand forms:** 1 800 748-3676

 **Telephone assistance** is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.

To order forms and publications: 1 800 462-8100

**Sales Tax Information Center:** 1 800 698-2909

From areas outside the U.S. and outside Canada: (518) 485-6800

**Hearing and speech impaired** (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110

 **Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_  
*(name)* *(title)*  
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Make only one entry in each section below.

### Section 1 — Contractor registration status

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

### Section 2 — Affiliate registration status

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

### Section 3 — Subcontractor registration status

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
*(sign before a notary public)*

\_\_\_\_\_  
*(title)*





**ATTACHMENT 11 – APPENDIX D GENERAL SPECIFICATIONS**

APPENDIX D  
GENERAL SPECIFICATIONS

- A. By signing the "Bid Form" each bidder attests to its express authority to sign on behalf of this company or other entity and acknowledges and accepts that:
- All specifications, general and specific appendices, including Appendix-A, the Standard Clauses for all New York State contracts, and all schedules and forms contained herein will become part of any contract entered, resulting from the Request for Proposal. Anything which is not expressly set forth in the specification, appendices and forms and resultant contract, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.
- B. The work shall be commenced and shall be actually undertaken within such time as the Department of Health may direct by notice, whether by mail, telegram, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.
- C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety be liable to the State of New York for any excess cost on account thereof.
- D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.
- E. The Department of Health will make no allowances or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.
- F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.
- G. The successful bidder will be required to complete the entire work, or any part thereof as the case may be, to the satisfaction of the Department of Health in strict accordance with the specifications and pursuant to a contract therefore.
- H. Contractor will possess, at no cost to the State, all qualifications, licenses

and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

I. Non-Collusive Bidding

By submission of this proposal, 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 their knowledge and belief:

- a. The prices of 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;
- 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 person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- 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.

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (b) and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made or its designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of the above quoted certification.

Any bid made to the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods, sold or to be sold, where competitive bidding is

required by statute, rule or regulation and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

- J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its or its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- K. The Department reserves the right to make awards within ninety (90) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.
- L. **Work for Hire Contract**  
Any contract entered into resultant from this request for proposal will be considered a "Work for Hire Contract." The Department will be the sole owner of all source code and any software which is developed or included in the application software provided to the Department as a part of this contract.
- M. **Technology Purchases Notification --** The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology"
  - 1. For the purposes of this policy, "technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc., that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.
  - 2. If this RFP results in procurement of software over \$20,000, or of other technology over \$50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies, PRIOR TO AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for Technology.
  - 3. Any contract entered into pursuant to an award of this RFP shall contain a provision which extends the terms and conditions of such contract to any other State agency in New York. Incorporation of this RFP into the resulting contract also incorporates this provision in the contract.

4. The responses to this RFP must include a solution to effectively handle the turn of the century issues related to the change from the year 1999 to 2000.

N. YEAR 2000 WARRANTY

1. Definitions

For purposes of this warranty, the following definitions shall apply:

a. Product shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are being furnished, e.g. consulting, systems integration, code or data conversion or data entry, the term Product shall include resulting deliverables.

b. Vendor's Product shall include all Product delivered under this Agreement by Vendor other than Third Party Product.

c. Third Party Product shall include products manufactured or developed by a corporate entity independent from Vendor and provided by Vendor on a non-exclusive licensing or other distribution Agreement with the third party manufacturer. Third Party Product does not include product where Vendor is: a) corporate subsidiary or affiliate of the third party manufacturer/developer; and/or b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

2. Warranty Disclosure

At the time of bid, Product order or Product quote, Vendor is required to disclose the following information in writing to Authorized User:

a. For Vendor Product and for Products (including, but not limited to, Vendor and/or Third Party Products and/or Authorized User's Installed Product) which have been specified to perform as a system: Compliance or non-compliance of the Products individually or as a system with the Warranty Statement set forth below; and

b. For Third Party Product Not Specified as Part of a System: Third Party Manufacturer's statement of compliance or non-compliance of any Third Party Product being delivered with Third Party Manufacturer/Developer's Year 2000 warranty. If such Third Party Product is represented by Third Party Manufacturer/Developer as compliant with Third Party Manufacturer/Developer's Year 2000 Warranty, Vendor shall pass through said third party warranty from the third party manufacturer to the Authorized User but shall not

be liable for the testing or verification of Third Party's compliance statement.

An absence or failure to furnish the required written warranty disclosure shall be deemed a statement of compliance of the product(s) or system(s) in question with the year 2000 warranty statement set forth below.

### 3. Warranty Statement

Year 2000 warranty compliance shall be defined in accordance with the following warranty statement:

Vendor warrants that Product(s) furnished pursuant to this Agreement shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Where a purchase requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

In the event of any breach of this warranty, Vendor shall restore the Product to the same level of performance as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized User's ongoing business processes, time being of the essence, at Vendor's sole cost and expense. This warranty does not extend to correction of Authorized User's errors in data entry or data conversion.

This warranty shall survive beyond termination or expiration of the Agreement.

Nothing in this warranty shall be construed to limit any rights or remedies otherwise available under this Agreement.

### O. No Subcontracting

Subcontracting by the contractor shall not be permitted except by prior written approval and knowledge of the Department of Health.

### P. Superintendence by Contractor

The Contractor shall have a representative to provide supervision of the work which Contractor employees are performing to ensure complete and satisfactory performance with the terms of the Contract. This representative shall also be authorized to receive and put into effect promptly all orders, directions and instructions from the Department of Health. A confirmation in writing of such orders or directions will be given by the Department when so requested from the Contractor.

Q. Sufficiency of Personnel and Equipment

If the Department of Health is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the Department shall have the authority to require the Contractor to use such additional personnel, to take such steps necessary to perform the services satisfactorily at no additional cost to the State.

R. Experience Requirements

The Contractor shall submit evidence to the satisfaction of the Department that it possesses the necessary experience and qualifications to perform the type of services required under this contract and must show that it is currently performing similar services. The Contractor shall submit at least two references to substantiate these qualifications.

S. Contract Amendments

This agreement may be amended by written agreement signed by the parties and subject to the laws and regulations of the State pertaining to contract amendments. This agreement may not be amended orally. The contractor shall not make any changes in the scope of work as outlined herein at any time without prior authorization in writing from the Department of Health and without prior approval in writing of the amount of compensation for such changes.

T. Provisions Upon Default

1. In the event that the Contractor, through any cause, fails to perform any of the terms, covenants or promises of this agreement, the Department acting for and on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor

2. If, in the judgement of the Department of Health, the Contractor acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgement of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

U. Termination Provision

Upon termination of this agreement, the following shall occur:

1. Contractor shall make available to the State for examination all data, records and reports relating to this Contract; and

2. Except as otherwise provided in the Contract, the liability of the State for payments to the Contractor and the liability of the Contractor for services hereunder shall cease.

V. Conflicts

If, in the opinion of the Department of Health, (1) the specifications conflict, or (2) if the specifications are not clear as to (a) the method of performing any part of the work, or as to (b) the types of materials or equipment necessary, or as to (c) the work required to be done in every such situation,

the Contractor shall be deemed to have based his bid upon performing the work and furnishing materials or equipment in the most inexpensive and efficient manner. If such conflicts and/or ambiguities arise, the Department of Health will furnish the Contractor supplementary information showing the manner in which the work is to be performed and the type or types of material or equipment that shall be used.

W. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT

The New York State Department of Health recognizes the need to take affirmative action to ensure that Minority and Women Owned Business Enterprises are given the opportunity to participate in the performance of the Department of Health's contracting program. This opportunity for full participation in our free enterprise system by traditionally, socially and economically disadvantaged persons is essential to obtain social and economic equality and improve the functioning of the State economy. It is the intention of the New York State Department of Health to fully execute the mandate of Executive Law, Article 15-A and provide Minority and Women Owned Business Enterprises with equal opportunity to bid on contracts awarded by this agency in accordance with the State Finance Law. To implement this affirmative action policy statement, the contractor agrees to file with the Department of Health within 10 days of notice of award, a staffing plan of the anticipated work force to be utilized on this contract or, where required, information on the contractor's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Department. The form of the staffing plan shall be supplied by the Department.

After an award of this contract, the contractor agrees to submit to the Department a work force utilization report, in a form and manner required by the Department, of the work force actually utilized on this contract, broken down by specified ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Department.

X. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work

covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:

- a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).
- b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction of property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.
  - i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.
  - ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.
  - iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

Y. Certification Regarding Debarment and Suspension

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for nonprocurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

#### 1. APPENDIX B TO PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

##### Instructions for Certification

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Nonprocurement Programs.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available

remedies, including suspension and/or debarment.

## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## Z. Confidentiality Clauses

1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.

2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.

3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by

the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.

4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.

5. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.

6. All subcontracts shall contain provisions specifying:

- a. that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and
- b. that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

AA. Provision Related to Consultant Disclosure Legislation

1. If this contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15<sup>th</sup> following the end of each state fiscal year included in this contract term.

This report must be submitted to:

- a. The NYS Department of Health, at the STATE's designated payment office address included in this AGREEMENT; and
- b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11<sup>th</sup> Floor, Albany NY 12236 ATTN: Consultant Reporting - or via fax at (518) 474-8030 or (518) 473-8808; and
- c. The NYS Department of Civil Service, Alfred E. Smith Office Building, Albany NY 12239, ATTN: Consultant Reporting.

BB. Provisions Related to New York State Procurement Lobbying Law

1. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.

CC. Provisions Related to New York State Information Security Breach and Notification Act

1. CONTRACTOR shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR'S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR'S agents, officers, employees or subcontractors.

DD. Lead Guidelines

All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

**ATTACHMENT 12 – M/WBE UTILIZATION PLAN**

## **New York State Department of Health M/WBE Procurement Forms**

The following forms are required to maintain maximum participation in M/WBE procurement and contracting:

1. Bidders Proposed M/WBE Utilization Form
2. Minority Owned Business Enterprise Information
3. Women Owned Business Enterprise Information
4. Subcontracting Utilization Form
5. M/WBE Letter of Intent to Participate
6. M/WBE Staffing Plan

New York State Department of Health

**BIDDERS PROPOSED M/WBE UTILIZATION PLAN**

Bidder Name:	
IFB Title: Hematological Testing Supplies	IFB Number TBD

Description of Plan to Meet M/WBE Goals

--

**PROJECTED M/WBE USAGE**

	%	Amount
1. Total Dollar Value of Proposal Bid	100	\$
2. MBE Goal Applied to the Contract		\$
3. WBE Goal Applied to the Contract		\$

4. M/WBE Combined Totals		\$
--------------------------	--	----

**New York State Department of Health**

**MINORITY OWNED BUSINESS ENTERPRISE (MBE)  
INFORMATION**

In order to achieve the MBE Goals, bidder expects to subcontract with New York State certified MINORITY-OWNED entities as follows:

<b>MBE Firm (Exactly as Registered)</b>	<b>Description of Work (Products/Services) [MBE]</b>	<b>Projected MBE Dollar Amount</b>
<b>Name</b>  <b>Address</b>  <b>City, State, ZIP</b>  <b>Employer I.D.</b>  <b>Telephone Number</b> (   )   -		\$ _____
<b>Name</b>  <b>Address</b>  <b>City, State, ZIP</b>		\$ _____

<p><b>Employer I.D.</b></p> <p><b>Telephone Number</b></p> <p>(   )   -</p>		
<p><b>Name</b></p> <p><b>Address</b></p> <p><b>City, State, ZIP</b></p> <p><b>Employer I.D.</b></p> <p><b>Telephone Number</b></p> <p>(   )   -</p>		<p>\$ _____</p>



**Employer I.D.**

**Telephone Number**

( ) -

**Name**

**Address**

**City, State, ZIP**

**Employer I.D.**

**Telephone Number**

( ) -

**\$** \_\_\_\_\_

**New York State Department of Health  
SUBCONTRACTING UTILIZATION FORM**

Agency Contract: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Dollar Value: \_\_\_\_\_

Date Bid: \_\_\_\_\_

Date Let: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Contract Awardee/Recipient: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of Contract/Project Location: \_\_\_\_\_

Subcontractors Purchase with Majority Vendors: \_\_\_\_\_



Participation Goals Anticipated: \_\_\_\_\_ % MBE                      \_\_\_\_\_% WBE

Participation Goals Achieved: \_\_\_\_\_ % MBE                      \_\_\_\_\_% WBE

Subcontractors/Suppliers:

Firm Name and City	Description of Work	Dollar Value	Date of Subcontract	Identify if MBE or WBE or NYS Certified
_____  _____	_____	_____	_____	_____
_____  _____	_____	_____	_____	_____
_____  _____	_____	_____	_____	_____

<b>Contractor's Agreement: My firm proposes to use the MBEs listed on this form</b>			
Prepared By:  (Signature of Contractor)	Print Contractor's Name:	Telephone #:	Date:

	_____	_____	_____
Grant Recipient Affirmative Action Officer Signature (If applicable):			

FOR OFFICE USE ONLY	
Reviewed: By:	Date:
M/WBE Firms Certified: _____	Not Certified: _____
CBO: _____	MCBO: _____

**New York State Department of Health**

**MWBE ONLY**

**MWBE SUBCONTRACTORS AND SUPPLIERS  
LETTER OF INTENT TO PARTICIPATE**

To: \_\_\_\_\_ Federal ID Number: \_\_\_\_\_

(Name of Contractor)

Proposal/ Contract Number: \_\_\_\_\_

Contract Scope of Work: \_\_\_\_\_

The undersigned intends to perform services or provide material, supplies or equipment as: \_\_\_\_\_

Name of MWBE: \_\_\_\_\_

Address: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Designation:

MBE - Subcontractor

WBE - Subcontractor

MBE - Supplier

Joint venture with:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WBE – Supplier \_\_\_\_\_

Fed ID Number: \_\_\_\_\_

MBE

WBE

Are you New York State Certified MWBE? Yes No

The undersigned is prepared to perform the following work or services or supply the following materials, supplies or equipment in connection with the above proposal/contract. (Specify in detail the particular items of work or services to be

performed or the materials to be supplied): \_\_\_\_\_

---

at the following price: \$ \_\_\_\_\_

The contractor proposes, and the undersigned agrees to, the following beginning and completion dates for such work.

Date Proposal/ Contract to be started: \_\_\_\_\_

Date Proposal/ Contract to be completed: \_\_\_\_\_

Date Supplies ordered: \_\_\_\_\_ Delivery Date: \_\_\_\_\_

The above work will not further subcontracted without the express written permission of the contractor and notification of the Office. The undersigned will enter into a formal agreement for the above work with the contractor ONLY upon the Contractor's execution of a contract with the Office.

\_\_\_\_\_  
Signature of M/WBE Contractor

Date \_\_\_\_\_

\_\_\_\_\_  
Printed/Typed Name of M/WBE Contractor

**INSTRUCTIONS FOR M/WBE SUBCONTRACTORS AND SUPPLIERS LETTER OF  
INTENT TO PARTICIPATE**

This form is to be submitted with bid attached to the Subcontractor's Information Form in a sealed envelope for each certified Minority or Women-Owned Business enterprise the Bidder/Awardee/Contractor proposes to utilize as subcontractors, service providers or suppliers.

If the MBE or WBE proposed for portion of this proposal/contract is part of a joint or other temporarily-formed business entity of independent business entities, the name and address of the joint venture or temporarily-formed business should be indicated.

# New York State Department of Health

## M/WBE STAFFING PLAN

Check applicable categories:  Project Staff                       Consultants                       Subcontractors

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

	Total	Male	Female	Black	Hispanic	Asian/ Pacific Islander	Other
<b>STAFF</b>							
Administrators	_____	_____	_____	_____	_____	_____	_____
Managers/ Supervisors	_____	_____	_____	_____	_____	_____	_____
Professionals	_____	_____	_____	_____	_____	_____	_____
Technicians	_____	_____	_____	_____	_____	_____	_____
Clerical	_____	_____	_____	_____	_____	_____	_____
Craft/ Maintenance	_____	_____	_____	_____	_____	_____	_____

<b>Operatives</b>	_____	_____	_____	_____	_____	_____	_____
<b>Laborers</b>	_____	_____	_____	_____	_____	_____	_____
<b>Public Assistance Recipients</b>	_____	_____	_____	_____	_____	_____	_____
<b>TOTAL</b>	_____	_____	_____	_____	_____	_____	_____

\_\_\_\_\_  
 (Name and Title)

\_\_\_\_\_  
 Date

**ATTACHMENT 13 – APPENDIX G NOTICES**

## Appendix G

### NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

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

#### **State of New York Department of Health**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

#### **[Insert Contractor Name]**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

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

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