



State of New York
**Department of Corrections and
 Community Supervision**

Division of Support Operations
 550 Broadway
 Albany, NY 12204



INVITATION FOR BIDS

**IMPORTANT: SEE "NOTICE TO BIDDERS" CLAUSES HEREIN
 BIDS MAY BE SENT TO THE ABOVE ADDRESS OR FAXED TO (518) 436-1519 ONLY
 (E-Mail Bid Submissions Are NOT Acceptable)**

BID OPENING: DATE: January 30, 2014 TIME: 2:00pm	TITLE: <p style="text-align: center;">Temporary Personnel – Registered Nurses</p>
INVITATION FOR BIDS NUMBER: <p style="text-align: center;">2013-09</p>	SPECIFICATION REFERENCE : <p style="text-align: center;">As Incorporated in the Invitation For Bids</p>
CONTRACT PERIOD: From: April 1, 2014 To: March 31, 2019	ADDRESS INQUIRIES TO: David Gambacorta Telephone No. (518) 436-7886 ext. 3030 E-mail address: David.Gambacorta@doccs.ny.gov

The bid must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS, Appendix A (Standard Clauses For New York State Contracts), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, bidder affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b). Bidders are requested to retain Appendix A for future reference.

Procurement Lobbying information may be accessed at:

<http://www.ogs.ny.gov/aboutogs/regulations/defaultAdvisoryCouncil.html>

Legal Business Name of Company Bidding: D/B/A – Doing Business As (if applicable):	Bidder's Federal Tax Identification No.: Bidder's NYS SFS Vendor ID No.:
Street _____ City _____ State _____ Zip _____ County _____	
Cash Discounts will not be considered in determining low bid, but cash discounts of any size may be considered in awarding tie bids. _____ % Cash Discount for payment within 15 days of delivery and/or receipt of voucher _____ % Cash Discount for payment within 30 days of delivery and/or receipt of voucher	
If you are not bidding, place an "x" in the box and return this page only. <input type="checkbox"/> WE ARE UNABLE TO BID AT THIS TIME BECAUSE _____	
Bidder's Signature: Title:	Printed or Typed Name: Date:
Phone : () - ext () Fax : () - ext ()	Toll Free Phone : () - ext () Toll Free Fax : () - ext ()
E-mail Address:	Company Web Site:

GENERAL INFORMATION

METHOD OF AWARD:

DOCCS intends to award standby contracts to no more than (5) responsive and responsible bidders with the lowest grand total for each region. Correctional facilities will use the selected bidders' contracts based on cost. The bidder with the lowest grand total price will be awarded the standby contract for the primary source in the region, and the other selected bidders in that region will be ranked by grand total price (lowest to highest). If the primary standby Contractor cannot supply the qualified registered nurses requested, the correctional facility will submit the request to the Contractor with the next lowest total quoted price (and so forth).

INQUIRIES / ISSUING OFFICE:

All inquiries concerning this specification will be addressed to the following **Designated Contact**:

PRIMARY CONTACT

David Gambacorta
550 Broadway
Albany, NY 12204
Phone No.: (518) 436-7886 x3030
FAX No. (518) 436-1519
E-Mail: David.Gambacorta@doccs.ny.gov

SECONDARY CONTACT

Mark Joly
550 Broadway
Albany, NY 12204
Phone No.: (518) 436-7886 x3130
FAX No. (518) 436-1519
E-Mail: Mark.Joly@doccs.ny.gov

Contacting someone else may result in rejection of bid – see “Procurement Lobbying Act”.

All questions should be submitted in writing, citing the particular bid sections and paragraph number. Bidders are cautioned to read this document thoroughly to become familiar with all aspects of the bid. Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid. Bidders entering into a contract with the State are expected to comply with all the terms and conditions contained herein. Answers to all questions of a substantive nature will be given to all Prospective Bidders in the form of a formal addendum which will become part of the ensuing contract.

QUALIFICATION OF BIDDERS:

A Bidder shall meet the following additional qualifications:

- a) A Bidder shall provide evidence that it has maintained an organization capable of performing the work hereinafter described, in continuous operation for at least the past three (3) years. If this is not proven through the submission of a Dun & Bradstreet Business Information Report, then Bidder must provide additional evidence that it meets this requirement;
- b) A Bidder must provide **all necessary proof of insurance with their bid** (see page 12 of this IFB and “Attachment 1 – Contractor Insurance Requirements” for detailed insurance requirements). Contractor must provide proof of current insurance, certifications, licensing, etc. throughout the Contract term if requested by DOCCS;
- c) The Bidder shall provide a statement regarding the specific size of the temporary workforce currently available for Registered Nurses.

DOCCS reserves the right to investigate or make any inquiry into the capabilities of any bidder to properly perform under any resultant contract.

GENERAL INFORMATION

IMPORTANT NOTICE TO POTENTIAL BIDDERS: Receipt of these bid documents does not indicate that the NYS Department of Corrections and Community Supervision (DOCCS) – Division of Support Operations 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.

NOTICE TO BIDDERS:

The Department of Corrections and Community Supervision (DOCCS) – Division of Support Operations will receive bids pursuant to the provisions of Article XI of the State Finance Law or the provisions of the State Printing and Public Documents Law. The following procedures shall be used for bid submittals:

1. BID PREPARATION

Prepare your bid on this form using indelible ink. Print the name of your company on each page of the bid in the block provided. One copy of the bid is required, unless otherwise specified herein.

2. BID SUBMISSION

When submitting your bid, please submit complete original bid package, including all bidder questions and required certifications. You are not required to return Appendix A to this office. Retain those pages for future reference.

3. BID DELIVERY

Bidders assume all risks for timely, properly submitted deliveries. Bidders are strongly encouraged to arrange for delivery of bids to Department of Corrections and Community Supervision (DOCCS) – Division of Support Operations prior to the date of the bid opening. **LATE BIDS may be rejected. E-mail bid submissions are not acceptable and will not be considered.**

- **Bid envelopes**

An envelope containing a bid should be marked "**BID ENCLOSED**" and state the **Bid Number, Bid Opening Date, and Time** on the envelope containing the sealed bid. Failure to complete all information on the bid envelope may necessitate the premature opening of the bid and may compromise confidentiality.

Bids shall be delivered to:

State of New York
Department of Corrections and Community Supervision
Division of Support Operations
Attn: David Gambacorta
550 Broadway
Albany, NY 12204

- **FAX transmittals**

As allowed by this solicitation, fax transmittals shall be sent to: **(518) 436-1519 ONLY**
In addition, you only need to submit the pages described under the "Bid Submission" paragraph noted above.

- **Hand deliveries**

Bidders must allow extra time to comply with the security procedures which may be in effect when hand delivering bids or using deliveries by independent courier services. **Bidders assume all risks for timely, properly submitted deliveries.**

GENERAL INFORMATION

NON-COLLUSIVE BIDDING CERTIFICATION:

(Reference: 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:

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

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

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

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

PROCUREMENT LOBBYING ACT:

SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between NYSDOCCS – Division of Support Operations and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by NYSDOCCS – Division of Support Operations, and if applicable, the Office of General Services, and/or the 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 identified on the first page of this solicitation. NYSDOCCS – Division of Support Operations 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 four-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the website:

<http://ogs.ny.gov/Aboutogs/regulations/defaultAdvisoryCouncil.html>.

PROCUREMENT LOBBYING TERMINATION:

NYSDOCCS – Division of Support Operations reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, NYSDOCCS – Division of Support Operations may exercise its termination right by providing written notification to the Offerer/bidder in accordance with the written notification terms of this contract.

GENERAL INFORMATION

TAX LAW § 5-A:

TAX LAW § 5-A (Amended April 26, 2006):

Tax Law § 5-a, as amended on April 26, 2006, requires certain contractors who are awarded state contracts for commodities and/or services valued at more than \$100,000 (over the full term of the contract, excluding renewals) to certify to the Department of Taxation and Finance (DTF) they are registered to collect New York State (NYS) and local sales and compensating use taxes. The law applies to contracts where the total amount of the contractor's sales delivered into NYS exceed \$300,000 for the four quarterly periods immediately preceding the quarterly period when the certification is made; and with respect to any affiliates and subcontractors whose sales delivered into NYS also exceed \$300,000 in the same manner as noted above for the contractor.

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. The contractors must certify to DTF that each affiliate and subcontractor exceeding the sales threshold is registered with DTF to collect such State and local sales and compensating use taxes. The law prohibits the Comptroller, or other approving agency, from approving a contract to a vendor who is not registered in accordance with the law.

There are two (2) Contractor certification forms, with instructions, attached to this bid. **Form ST-220-TD is to be removed from this bid and submitted directly to DTF. Submission to DTF is a one-time occurrence. If you have already submitted this form to DTF for other bidding opportunities, you do not need to submit the form attached to this bid. If, however, any certification information changes, a new ST-220-TD must be filed with DTF. Form ST-220-CA must be completed and submitted with this bid. This form certifies to the procuring agency that the contractor has filed ST-220-TD with DTF in compliance with the law.**

Bidders should complete and submit the certification forms within two business days of request (if the forms are not submitted to DTF and/or and returned with bid). Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law, as failure to do so may render a bidder non-responsive and non-responsible.

Vendors may call DTF at 1-800-698-2909 for any and all questions relating to Tax Law § 5-a and relating to a company's registration status with DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.tax.ny.gov>.

TERMINATION FOR VIOLATION OF Revised Tax Law 5a:

NYS DOCCS reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with § 5-a of the Tax Law is not timely filed during the term of the contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, (facility name) may exercise its termination right by providing written notification to the Contractor.

IRAN DIVESTMENT ACT:

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law).

By entering into this Contract action, Contractor certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before DOCCS may approve a request for Assignment of Contract.

During the term of the Contract, should DOCCS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DOCCS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then DOCCS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

DOCCS reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

GENERAL INFORMATION

DISPUTE RESOLUTION POLICY:

It is the policy of the NYSDOCCS – Division of Support Operations and the Office of the State Comptroller to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to NYS bid solicitations or contract awards. NYSDOCCS – Division of Support Operations and the Office of the State Comptroller encourages vendors to seek resolution of disputes through consultation with NYSDOCCS – Division of Support Operations staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes.

DEBRIEFING:

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Disclosure of the content of competing bids other than statistical tabulations of bids received in response to an IFB, is prohibited prior to contract award. Prior to contract award, DOCCS shall, upon request, provide a debriefing which would be limited to review of that bidder's proposal or bid. After contract award, DOCCS shall, upon request, provide a debriefing to any bidder that responded to the IFB, regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder within thirty days of contract award.

APPENDIX A:

Appendix A, Standard Clauses For New York State Contracts, dated December 2012, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein. **Please retain this document for future reference.**

APPENDIX C:

Appendix C, Contractors Requirements and Procedures for Equal Employment and Participation Opportunities for Minority Group Members and New York State Certified MWBE, attached hereto expressly made a part of this Bid Document as fully as if set forth at length herein and shall govern any situations not covered by this Bid Document or Appendix A. **Please retain this document for future reference.**

CONFLICT OF TERMS AND CONDITIONS:

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

- a. Appendix A
- b. Agreement/ Contract
- c. This Invitation For Bids
- d. Bidder's Bid

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY/WOMEN-OWNED BUSINESSES:

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offerer/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered contracts.

a. **Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.

b. **Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses**

Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at: <http://www.empire.state.ny.us/MWBE.html>.

GENERAL INFORMATION

- c. M/WBE Utilization Goal Requirements In accordance with Article 15-A of the New York State Executive Law and regulations adopted pursuant thereto, NYS Department of Corrections and Community Supervision has established separate goals for participation of New York State Certified minority and women-owned business enterprises for State contracts.
- NYS Department of Corrections and Community Supervision is required to implement the provisions of Article 15-A and 5 NYCRR Part 143 for all State contracts (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing and (2) in excess of \$100,000 for real property renovations and construction. For purposes of this procurement, NYS Department of Corrections and Community Supervision hereby establishes a goal of 10% for Minority-owned Business Enterprises (MBE) participation and 10% for Women-owned Business Enterprises (WBE) participation. As a condition of this procurement, the contractor and NYS Department of Corrections and Community Supervision agree to be bound by the provisions of §316 of Article 15-A of the New York State Executive Law regarding enforcement. Contractors must document "good faith efforts" to provide meaningful participation by New York State Certified M/WBE contractors or suppliers in the performance of this contract. For guidance on how NYS Department of Corrections and Community Supervision will determine a contractor's "good faith efforts," refer to 5 NYCRR § 143.8. Additionally, Offerors must refer to Appendix C for a list of forms that must be provided in order to fully comply with Article 15-A of the New York State Executive Law and 5 NYCRR Part 143.

FREEDOM OF INFORMATION LAW / TRADE SECRETS

During the evaluation process, the content of each bid 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 exemption would be effective both during and after the evaluation process.

Should you feel your firm's bid contains any such trade secrets or other confidential or proprietary information, submit a request to exempt such information from disclosure. Such request must be in writing, must state the reasons why the information should be exempt from disclosure and must be provided at the time of submission of the subject information.

Requests for exemption of the entire contents of a bid 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.

NYS STANDARD VENDOR RESPONSIBILITY QUESTIONNAIRE:

Bidder agrees to fully and accurately complete the NYS Standard Vendor Responsibility Questionnaire (hereinafter the "Questionnaire"). The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire in making that determination. The Bidder agrees that if it is found by the State that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, DOCCS may terminate the Contract by providing ten (10) days written notification to the Contractor. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

It is the sole responsibility of the resultant contractor, at any time throughout the contract period, to promptly notify DOCCS of any changes to its original responses in the questionnaire. Failure to do so may be sufficient cause for termination of the contract.

Vendors are recommended to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to download, print and complete a Questionnaire from the OSC site and then submit the 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 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 can be reached at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

The Bidder agrees that if it is awarded a Contract the following shall apply: The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DOCCS or his designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

GENERAL INFORMATION

NEW YORK STATE VENDOR FILE REGISTRATION

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) and any designated authorized resellers who accept payment directly from the State, must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company and to each of your authorized resellers (if any) for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the Bid Proposal Form (Attachment 1). Authorized resellers already registered should list the ten-digit vendor ID number along with the authorized reseller information.

If the Bidder is not currently registered in the Vendor File and is recommended for award, BSC shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. In addition, if authorized resellers are to be used, an OSC Substitute W-9 form should be completed by each of the designated authorized resellers and submitted to the Office of General Services Business Services Center. The Office of General Services Business Services Center will initiate the vendor registration process for all Bidders recommended for Contract Award and their authorized resellers. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: http://www.osc.state.ny.us/vendor_management Form to be completed: http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf

MINOR DEVIATIONS (s)/MINOR TECHNICALITY:

The Department of Corrections and Community Supervision reserves the right to have the flexibility to consider bids with minor deviations or technicalities and to waive minor deviations or technicalities that may be consistent with the intent and scope of the solicitation. The flexibility may permit a reasonable outcome in cases where the results of a fair, competitive process are clear but the award of a contract is threatened due to a minor technicality or a minor deviation.

PURCHASE ORDERS:

All orders will be placed via purchase order by Correctional Facilities located throughout New York State. Purchase orders are effective and binding upon the CONTRACTOR when placed in the mail and addressed to the CONTRACTOR. Services are required as soon as possible and shall be made in accordance with instructions on Purchase Order from each Correctional Facility. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering Correctional Facility.

TOLL-FREE NUMBER:

If available, contractors shall provide a toll-free telephone number for the agency's procurement usage. If bidder does not currently maintain a toll-free number, the bidder may offer to establish one prior to award of contract.

CONTRACT PAYMENTS:

Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices 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. The Contractor shall comply with the State Comptroller's procedures to authorize electric payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does 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.

GENERAL INFORMATION**BILLING:**

Invoices should be sent to the ordering Correctional Facility, Attention: Accounts Payable. Payment will be based on an invoice used in the supplier's normal course of business. Invoices must contain the Contract Number, description of service, quantity, unit and price per unit as well as Federal Identification Number.

INTEREST:

Interest on late payment is governed by State Finance Law, Section 179-M.

ESTIMATED/SPECIFIC QUANTITIES:

The quantities listed are estimated and for evaluation purposes only. No guarantee of volume is being offered.

CONTRACT PERIOD:

It is the intention of the State to enter into a contract for a period of (5) years as stated on the Invitation for Bids except that the commencement and termination dates appearing on the Invitation for Bids may be adjusted forward unilaterally 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.

REJECTION:

The State reserves the right to reject an obviously unbalanced bid or to make "NO AWARD" on individual listings or sub-items if individual bid prices are deemed to be unbalanced or excessive or if an error in the solicitation becomes evident. In such case, ranking and evaluation of bids may be made on remaining items. Award would be made on the remaining items. The determination of an unbalanced bid shall be at the sole discretion of the State. Options contained in this paragraph shall also be at the State's sole discretion.

PRICE ADJUSTMENT (ESCALATION / DE-ESCALATION)

The Contractor is to submit a bid that will be fixed for one (1) year only. On each anniversary date of the contract, the Contractor may request an increase or decrease in their bid for Temporary Personnel – Registered Nurses, dependent upon fluctuations in the latest published copy of the Consumer Price Index for all urban consumers and published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. (**Specifically – Northeast Urban, Not Seasonally Adjusted, Services, Series ID: CUUR0100SAS**). No adjustment shall exceed three (3) per cent. In the event the cited index is discontinued or no longer published on the Bureau of Labor Statistics website, the contractor and DOCCS will negotiate a mutually acceptable replacement index. Visit the US Dept. of Labor, Bureau of Labor Statistics website at www.bls.gov/home.htm to view CPI information.

The 'base' month for determining adjustments will be the third month prior to the start date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month CPI for each applicable year and will become effective in the anniversary month. For example, if the contract is awarded in September 2013, the 'base' month will be June. If the contract allows for an adjustment after the first year, it would be based on the difference between the June 2013 CPI and the June 2014 CPI and become effective in September 2014.

The consumer price index is published around the middle of each month for the prior month (i.e. the January figure is not published until mid February). The Contractor has the sole responsibility to request, in letter form, an adjusted rate and should provide a copy of the index and other supporting documentation necessary to support the increase or decrease with the request. This request and documentation must be received at the below address within three months of the base month. To ensure timely delivery, certified mail is recommended. As long as the request is submitted and received within the required time frame, the adjustment will be processed using the base month Consumer Price Index.

Once approved, the contractor will be notified in writing.

Request and documentation should be sent to the DOCCS, Division of Support Operations / Contract Procurement Unit, 550 Broadway, Albany, NY 12204. Email submissions should be sent to: doccscontracts@doccs.ny.gov

Should a contractor fail to submit the request and supporting documentation to the proper location within three months of the applicable base month date, contractor shall be deemed to have waived its right to any adjustment in price,

but the State shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

GENERAL INFORMATION

Example (fictitious):

	Index Point Change	
CPI		115.7
Less previous index		111.2
Equals index point change		4.5
	Percent Change	
Index point difference		4.5
Divided by the previous index		111.2
Equals		0.040
Results multiplied by one hundred		0.040 x 100
Equals percent change		4.0

CANCELLATION FOR CAUSE AND CONVENIENCE:

This agreement may be terminated by mutual agreement upon thirty (30) days written notice. Also, NYSDOCCS - Division of Support Operations may terminate the agreement immediately for cause, upon written notice, if the contractor fails to comply with the terms and conditions of this agreement and/or with any laws, rules, regulations, policies or procedures of the State of New York affecting this agreement.

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least thirty (30) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 30 day discretionary cancellation or cancellation for cause by the respective user Agencies.

CERTIFICATE OF INSURANCE:

Bidders must have the necessary insurance to comply with New York State requirements. **A copy of that insurance certificate shall be submitted with the bid.**

Prior to providing any service to the State of New York, the bidder must provide another copy of the insurance certificate naming the State of New York and New York State Department of Corrections and Community Supervision as "additional named insured" its liability policy.

WORKERS' COMPENSATION AND DISABILITY:

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. **A copy of the certificates must be submitted with the bid.** The name and FEIN of the contracting entity must be identical to the name and FEIN identified on the proof of coverage or exemption.

In the instance of exemption, please be advised that the WCB does not verify Attestations for Exemption. It is incumbent on the state contracting entity to verify the validity of the entity's reason for exemption; please verify and provide a copy of the signed and dated exemption certificate.

An ACORD form is not an acceptable proof of workers' compensation coverage and/or disability benefits insurance.

To assist in resolving this matter, the following links to information regarding acceptable proofs of coverage are provided.

Workers' Compensation - <http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp>

Disability Benefits - <http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp>

Exemption - http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

GENERAL INFORMATION

REFERENCES:

Bidders may be required to provide three (3) references of the bidder's largest customers. References shall be commercial or governmental accounts, and should demonstrate the ability of the vendor to perform jobs similar in scope to the size, nature and complexity of the outlined bid. The references shall include the:

- Name, address, contact person, telephone number, fax number, and number of years bidder has serviced the referenced account;
- Volume of business performed within the past three years for each referenced account.

FINANCIAL STABILITY:

Bidder may be required to document its ability to service a contract with dollar sales volume similar to scope of this bid through submission of financial statements documenting past sales history. The bidder must be financially stable and able to substantiate the financial statements of its company. In addition to sales history, current financial statements may be requested and must be provided within five business days. The state reserves the right to request additional documentation from the bidder and to request reports on financial stability from independent financial rating services. The state reserves the right to reject any bidder who does not demonstrate financial stability sufficient for the scope of this bid.

GENERAL REQUIREMENTS:

1. This is a Full Service Contract.
2. The Bidder agrees to adhere to all State and Federal laws and regulations in connection with the contract.
3. The Bidder agrees that in any contract resulting from this IFB it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
4. No illegal drug use of any type, nor consumption of alcoholic beverages by the Contractor, its candidates, Employees or other personnel shall be permitted while performing any phase of work under this Contract.
5. The State shall not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to Contractor's Candidates or Employees.
6. On-Site Work: Services performed on-site by Contractor's Employees shall be rendered in accordance with these additional requirements:
 - a) Employee Sign-In: Contractor's Employees shall sign in and out in accordance with the Authorized User's security procedures and guidelines. Failure to sign in or out, whether intentional or not, may be understood to mean that service was not performed;
 - b) A review of all facility use rules; and
 - c) An introduction for each respective Agency organization, chain of command, etc.
7. DOCCS reserves the right to reject and bar from the facility any employee hired by the Contractor.

APPENDICES FOR ALL NYS CONTRACTS:

The bidder's attention is directed to the appendices documents attached hereto and hereby incorporated by reference and made part hereto as fully as if it were set forth at length herein. They are a part of the contract and the bidder is responsible for adhering to all requirements of the appendices.

CONSULTANT DISCLOSURE REPORTING

Pursuant to New York State Finance Law Section 163(4) (g), DOCCS must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract, such report to include for each employment category within the contract: (1) the number of employees employed to provide services under the contract, (2) the number of hours they work, and (3) their total compensation under the contract. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health and mental health services, accounting, auditing, paralegal, legal, or similar services.

The contractor is required to adhere to reporting requirements by submitting one copy of Form A upon notification of selection for an engagement and FORM B on an annual basis.

GENERAL INFORMATION

PROCUREMENTS RIGHTS:

The State of New York reserves the right to:

1. Reject any and all bids received in response to this Solicitation.
2. Disqualify a Bidder from receiving the award if the Bidder, or anyone in the Bidder's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Adjust any Bidder's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Bidder will cause the State to incur additional costs.
4. Utilize any and all ideas submitted in the bids received.
5. Negotiate with Bidders responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
6. Begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification.
7. Waive any non-material requirement not met by all Bidders.
8. Not make an award from this Solicitation.
9. Make an award under this Solicitation in whole or in part.
10. Make multiple contract awards pursuant to the Solicitation.
11. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
12. Seek clarifications of bids.
13. If two or more offers are found to be substantially equivalent, the Commissioner of the Department of Corrections and Community Supervision, at his sole discretion, will determine award.

Please Note: The State is not liable for any cost incurred by a Bidder in the preparation and production of a bid or for any work performed prior to the issuance of a contract.

SERVICE REQUIREMENTS

1. The Contractor shall meet the requirements for Registered Nurses as outlined in the job description, qualifications, and requirements clause located on page 3 in this IFB.
2. **QUALITY OF SERVICES**

The Authorized User shall have the right to interview a Candidate to determine his/her qualifications. The qualifications must reflect the position of Registered Nurse. The Authorized User reserves the right to reject the Candidate if the Authorized User determines that the Candidate is not qualified. An Authorized User has the right to request a replacement Candidate if the original selected Candidate is deficient in the performance of an assignment. Contractor shall warrant that the services acquired under this Contract will be provided in a professional manner in accordance with industry standards.
3. **DISQUALIFIED RESOURCES**

Any Employee that an Authorized User deems unfit to perform a position at the time of suggestion or any time in the future shall be recorded by alerting in writing the Contractor and may result in that Employee being disqualified from performing future services for the Authorized User under this Contract.
4. **LATE ARRIVAL**

An Authorized User shall not pay for any scheduled time for the period the Employee was late. In addition, repeated latenesses by multiple Employees from a single Contractor may be considered an example of poor service and may result in a cancellation of contract.
5. **MAINTENANCE OF A MASTER FILE**

The Contractor shall maintain a Master File for each Candidate and keep it in electronic format (i.e., electronic or scanned documents). The Contractor shall provide a Candidate's Master File to the Authorized User when suggesting a Candidate for a role.
6. **BACKGROUND CHECKS**

The Contractor shall provide appropriate background checks for each Candidate prior to the start of their employment. Background check requirements are detailed in "Attachment 1 - Background Check Requirements." The Contractor shall pre-screen and qualify Candidates as defined in the respective job titles for all positions requested. Candidate must have the ability to reside and be employed legally in the United States.
7. **REPLACEMENT CANDIDATES**

The Contractor must recommend a replacement Candidate within two (2) workdays of request from an Authorized User. The Authorized User may review Contractor's selection process and/or Candidate resumes. If a Contractor cannot provide a replacement Candidate within the time periods specified then the Authorized User will consider the request unfulfilled and make a request for a Candidate from the next successive Contractor.

A background check must be provided as per "Attachment 1 – Background Check Requirements" on the replacement Candidate before they begin working. However, at the discretion of the Authorized User, the replacement Candidate may begin work before the background check is completed, with the issuance of a written waiver by the Authorized User to the Contractor.

If the Candidate's Master File contains educational background verification and social security number verification, these items may be omitted from the initial background check at the discretion of the Authorized User. If the Master File contains employment verification from previous engagements with the State, then employment verification is only required to be updated going back to the previous verification included in the Master File.
8. **REDUCE WORK**

The Authorized User has the right to reduce the length of the work assignment and the Contractor shall be provided as much notice as is reasonably possible. A minimum of 24 hours' notice will be given, except when reduction is due to a force majeure event, or if Employee presents a risk to the safety and well-being of his/herself or others. Contractors shall not assess any fees or penalties for reductions in work assignments.

SERVICE REQUIREMENTS (continued)

9. RATES AND MARKUPS

The Contractor shall provide to the Authorized User, upon request, personnel at the awarded bid price. The Contractor shall refer to the clause “Job Descriptions, Qualifications and Requirements” for a brief description of skills.

The hourly rates for Registered Nurses will be considered straight time costs for work accomplished during 40 hours in a single week for an Authorized User regardless of time of day, day of the week or holidays. Any work performed at times other than above is considered to be overtime and would be allowed only when approved by the Authorized User. The rates paid for overtime shall be 1.5 times the resource pay rate, with the appropriate markup.

Note: The overtime work assumes the Employee has worked a 40-hour week. Should the regular work shift of the Employee be other than normal hours, then the overtime rate is not paid until 40 hours is exceeded by an individual Employee for an Authorized User. If an employee is performing work for more than one Authorized User, the Contractor shall inform each of the Authorized Users of the employee’s schedule and actual hours worked so that all parties are aware of when the employee will reach 40 hours worked and at what point overtime rates would begin. An Authorized User is responsible for overtime rates when an Employee has performed 40 hours of work for said Authorized User. An Authorized User shall not pay overtime rates if an Employee has performed less than 40 hours of work for the Authorized User, but more than 40 hours among several Authorized Users.

10. NEW YORK STATE DESIGNATED HOLIDAYS

The following are New York State designated holidays:

New Years Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Lincoln’s Birthday	Election Day
Washington’s Birthday	Veteran’s Day
Memorial Day	Thanksgiving
Independence Day	Christmas

PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY’S NAME IN THE BOX

Bidder

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BID PROPOSAL 1 – Registered Nurses

REGION 1

(Note: same as Region 1 of the OGS Administrative Services Contract)

Counties: Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

Pay Rate (Hourly)	% Markup	% Markup in words (e.g., “fifteen percent”)	Bill Rate (Pay Rate plus % Markup)	Estimated Annual Hours	Total (Bill Rate x Est. Annual Hours)
\$			\$	8,244	\$ _____ (1)

% Overtime Markup*	% Overtime Markup in words (e.g., “fifteen percent”)	Overtime Bill Rate	Estimated Annual Hours	Total (Overtime Bill Rate x Est. Annual Hours)
		\$	60	\$ _____ (2)

*(see example of Overtime calculation on page 3 of the IFB)

Standard Initial Background Checks:	
National Criminal Background Check	\$
State & County Criminal History	\$
Sexual Offender Registry Query	\$
Employment Verification	\$
Educational Background Verification	\$
Social Security Number Verification	\$
Dept. of Motor Vehicles Check	\$
Total Fee per Background Check	\$ _____

x 5 = \$ _____
(3)

Grand Total for Proposal 1 (1+2+3) = \$ _____

Signature: _____

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Bidder

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BID PROPOSAL 2 – Registered Nurses

REGION 4

(Note: same as Region 4 of the OGS Administrative Services Contract)

Counties: Broome, Cayuga, Chemung, Chenango, Cortland, Delaware, Hamilton, Herkimer, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, Tioga, Tompkins

Pay Rate (Hourly)	% Markup	% Markup in words (e.g., “fifteen percent”)	Bill Rate (Pay Rate plus % Markup)	Estimated Annual Hours	Total (Bill Rate x Est. Annual Hours)
\$			\$	21,636	\$ _____ (1)

% Overtime Markup*	% Overtime Markup in words (e.g., “fifteen percent”)	Overtime Bill Rate	Estimated Annual Hours	Total (Overtime Bill Rate x Est. Annual Hours)
		\$	1,750	\$ _____ (2)

*(see example of Overtime calculation on page 3 of the IFB)

Standard Initial Background Checks:	
National Criminal Background Check	\$
State & County Criminal History	\$
Sexual Offender Registry Query	\$
Employment Verification	\$
Educational Background Verification	\$
Social Security Number Verification	\$
Dept. of Motor Vehicles Check	\$
Total Fee per Background Check	\$ _____

x 15 = \$ _____
(3)

Grand Total for Proposal 2 (1+2+3) = \$ _____

Signature: _____

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Bidder

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BID PROPOSAL 3 – Registered Nurses

REGION 7

(Note: same as Region 7 of the OGS Administrative Services Contract)

Counties: Allegany, Cattaraugus, Chautauqua, Erie, Genessee, Livingston, Monroe, Niagara, Ontario, Orleans, Steuben, Wayne, Wyoming, Yates

Pay Rate (Hourly)	% Markup	% Markup in words (e.g., “fifteen percent”)	Bill Rate (Pay Rate plus % Markup)	Estimated Annual Hours	Total (Bill Rate x Est. Annual Hours)
\$			\$	21,404	\$ _____ (1)

% Overtime Markup*	% Overtime Markup in words (e.g., “fifteen percent”)	Overtime Bill Rate	Estimated Annual Hours	Total (Overtime Bill Rate x Est. Annual Hours)
		\$	420	\$ _____ (2)

*(see example of Overtime calculation on page 3 of the IFB)

Standard Initial Background Checks:				
National Criminal Background Check		\$		
State & County Criminal History		\$		
Sexual Offender Registry Query		\$		
Employment Verification		\$		
Educational Background Verification		\$		
Social Security Number Verification		\$		
Dept. of Motor Vehicles Check		\$		
Total Fee per Background Check	\$		x 20 =	\$ _____ (3)

Grand Total for Proposal 3 (1+2+3) = \$ _____

Signature: _____

PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY’S NAME IN THE BOX

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Bidder

NOTES TO BIDDERS: FAILURE TO ANSWER THE QUESTIONS WILL DELAY THE EVALUATION OF YOUR BID AND MAY RESULT IN REJECTION OF YOUR BID.

- Are prices quoted the same as or lower than those quoted other corporations, institutions and government agencies (including GSA/VA contracts) on similar products, quantities, terms and conditions?

If "NO", please explain on a separate sheet.

- Do you have a contract with the General Services Administration (GSA) or Veterans Affairs (VA) for products offered? (Check all that apply.)

If yes, will you offer New York State pricing equal to or better than your GSA or VA pricing?

If yes, a copy of the GSA or VA schedule is required. Have you included a copy?

- If awarded a contract, will bidder accept the New York State Procurement Card for orders not to exceed \$10,000
- If bidder limits the maximum acceptable card amount to less than \$10,000, please indicate the maximum amount:
- Additional discount for purchases made with the NYS Procurement Card:

_____ YES _____ NO

_____ GSA _____ VA _____ NO

_____ GSA _____ VA _____ NO

_____ GSA _____ VA _____ NO

_____ YES _____ NO

_____ YES _____ NO

_____ %

PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY’S NAME IN THE BOX

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Bidder

NOTES TO BIDDERS: (Cont’d)

- Person or persons to contact for expediting New York State contract orders: Name:

Title:

Telephone Number:

Toll Free Telephone Number:

Fax Number:

Toll Free Fax Number:

E-Mail Address:

- Person or persons to contact in the event of an emergency occurring after business hours or on weekend/holidays:

State Normal Business Hours (Specify M-F, Sat, Sun):

Name:

Title:

Telephone Number:

Fax Number:

Pager Number:

Cellular Telephone Number:

E-Mail Address:

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PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY’S NAME IN THE BOX

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Bidder

BIDDERS PLEASE ANSWER THE FOLLOWING QUESTIONS:

- 1. Are you a New York State resident business?
- 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?
- 5. Is your business at least 51% owned and controlled by women, or 51% owned and controlled by minority group members (i.e., Black, Hispanic, Asian, Pacific Islander, American Indian, Alaskan Native)?

If yes, have you been certified or registered?

List certification or registration authority:

7. **BIDDER’S PRINCIPAL PLACE OF BUSINESS*:**

*"Principal Place of Business" is the location of the primary control, direction and management of the enterprise.

_____ YES _____ NO

_____ YES _____ NO

_____ YES _____ NO

MINORITY-OWNED FIRM

WOMEN-OWNED FIRM

_____ YES _____ NO

State of _____

State of _____

PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY’S NAME IN THE BOX

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Bidder

8. "NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MacBRIDE FAIR EMPLOYMENT PRINCIPLES"

In accordance with Section 165 of the State Finance Law, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either:

(Answer Yes or No to one or both of the following, as applicable),

A. have business operations in Northern Ireland:

_____ YES _____ NO

If yes,

B. shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to non-discrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such Principles.

_____ YES _____ NO

PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY’S NAME IN THE BOX

Bidder

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9. BIDDER/OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Pursuant to Procurement Lobbying Law (SFL §139-j)

A. 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?

_____ YES _____ NO

If yes, please answer the following question:

B. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

_____ YES _____ NO

C. If yes, was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?

_____ YES _____ NO

If yes, please provide details regarding the finding of non-responsibility:

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility: (add additional pages if necessary)

D. Has any 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?

_____ YES _____ NO

If yes, please provide details:

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding: (add additional pages if necessary)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments 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). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of 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) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, 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 and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, 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. 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 Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this 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 Section 165 of the State Finance Law, (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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

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. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. 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).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX C

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE

I. General Provisions

- A. Department of Corrections And Community Supervision (DOCCS) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“M/WBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State DOCCS, to fully comply and cooperate with DOCCS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities (“EEO”) for minority group members and women and contracting opportunities for certified minority and women-owned business enterprises (“M/WBEs”). Contractor’s demonstration of “Good Faith Efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this procurement, DOCCS hereby establishes an overall goal of no less than 20% for Minority and Women-Owned Business Enterprise (“M/WBE”) participation, 10% for Minority-Owned Business Enterprise (“MBE”) participation and 10% for Women-Owned Business Enterprise (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by M/WBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: www.esd.ny.gov/mwbe.html.

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development at: (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by M/WBEs on the Contract.

APPENDIX C

- C. Pursuant to 5 NYCRR §142.8, Contractor must document “Good Faith Efforts” to provide meaningful participation by M/WBEs as Subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the M/WBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to DOCCS for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the M/WBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.
 2. The Contractor shall submit:
 - a) Submit an EEO policy statement to DOCCS with the bid, or
 - b) If Contractor does not have an existing EEO policy statement, the Contractor shall sign and submit the DOCCS M/WBE EEO Policy Statement (See attached), or
 - c) Contractor shall certify and affirm that the test set forth in clause 12 of Appendix A, attached hereto and made a part hereof is Contractor’s equal employment opportunity policy.
 3. The Contractor’s EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. 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

APPENDIX C

agency, labor union, or representative will not discriminate on the basis of race, creed, color, sex, national origin, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- d. The Contractor will include the provisions of Subsection 3, Subdivisions (a) through (c), and Paragraph "E" of this section, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

C. **EEO Staffing Plan** - Form EEO 100

To ensure compliance with this section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. **EEO Workforce Quarterly Compliance Report** - Form EEO 101

Contractor agrees it is responsible for updating and providing notice to DOCCS of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

- E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. **M/WBE Utilization Plan** - Form M/WBE 100

- A. Contractor certifies that it has submitted an M/WBE Utilization Plan to DOCCS and will follow such Plan for the performance of M/WBEs on the Contract pursuant to the prescribed M/WBE goals set forth in Section III-A of this Appendix.
- B. Contractor further agrees that a failure to submit and/or use such M/WBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DOCCS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

APPENDIX C

V. Reporting - Form M/WBE 101 – M/WBE Quarterly Compliance and Subcontractor Payment Report

- A. Contractor is required to submit an M/WBE Quarterly Compliance and Subcontractor Payment Report (Form M/WBE 101) to DOCCS by the 15th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the M/WBE goals of the Contract.

VI. Waivers - Form M/WBE 102 – M/WBE Request for Waiver

- A. If the Contractor, after making “Good Faith Efforts,” is unable to comply with M/WBE goals, the Contractor may submit a Request for Waiver form (M/WBE 102) documenting “Good Faith Efforts” by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DOCCS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- B. If DOCCS, upon review of the M/WBE Utilization Plan and updated Quarterly M/WBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, DOCCS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of M/WBE Contract Goals.

VII. Liquidated Damages – M/WBE Participation

- A. Where DOCCS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the M/WBE participation goals, Contractor shall be obligated to pay to DOCCS liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to M/WBEs had the Contractor achieved the contractual M/WBE goals; and
 - 2. All sums actually paid to M/WBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by DOCCS, Contractor shall pay such liquidated damages to DOCCS within sixty (60) days after they are assessed by DOCCS unless prior to the expiration of such sixtieth (60th) day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of DOCCS.

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

M/WBE AND EEO POLICY STATEMENT

I, _____, the _____ (title) of _____ (Contractor) agree that _____ (Contractor) has adopted the following policies with respect to Contract Number _____.

M/WBE

EEO

Contractor will make good faith efforts to achieve the M/WBE contract participation goals set by DOCCS for that area in which the State-funded project is located, by taking the following steps:

- A. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- B. Request a list of State-certified M/WBEs from DOCCS and solicit bids from them directly.
- C. Ensure that plans, specifications, request for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- D. Where feasible, divide the work into smaller portions to enhance participations by M/WBEs. Encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- E. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its Subcontractors have taken toward meeting M/WBE contract participation goals.
- F. Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

- A. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- B. This organization shall state in all solicitation 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 disability or marital status.
- C. At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.
- D. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- E. This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 2_____

By: _____

Print: _____ Title: _____

_____ is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

No less than 20% Minority and Women-Owned Business Enterprise Participation.

_____ % Minority-Owned Business Enterprise Participation

_____ % Women-Owned Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation

_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____



**NEW YORK STATE
DEPARTMENT OF CORRECTIONS
AND COMMUNITY SUPERVISION**

**STAFFING PLAN
EQUAL EMPLOYMENT OPPORTUNITY**

SUBMIT WITH BID OR PROPOSAL, or within a reasonable time thereafter as requested by DOCCS, but prior to Contract Award.

Solicitation No.:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Report includes Contractor's <input type="checkbox"/> Contractor's work force to be utilized on this contract <input type="checkbox"/> Contractor's total work force <input type="checkbox"/> Subcontractor's work force to be utilized on this contract <input type="checkbox"/> Subcontractor's total work force Submit completed form to: NYS Dept of Corrections and Community Supervision The Harriman State Campus – Building 2 1220 Washington Avenue Albany, NY 12226-2050 Attention: Office of Diversity Management
Contractor/Subcontractor's Name:		
Contractor/Subcontractor's Address:		
FEIN:	Telephone #:	

Enter the total number of employees for each classification.

EEO Job Category	Total Work Force	Work force by Gender		Work force by Race/Ethnic Identification								Disabled		Veteran			
		Total Male (M)	Total Female (F)	White (Not Hispanic/Latino)		Black (Not Hispanic/Latino)		Hispanic or Latino		Asian (Not Hispanic/Latino)		American Indian or Alaskan Native (Not Hispanic/Latino)		(M)	(F)	(M)	(F)
Executive/Senior level Officials & Managers																	
First/Mid level officials & Managers																	
Professionals																	
Technicians																	
Sales Workers																	

Administrative Support Workers																	
Craft Workers																	
Operatives																	
Laborers and Helpers																	
Service Workers																	
Totals																	

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
	EMAIL ADDRESS:	

NAME AND TITLE OF PREPARER (Print or Type):	FOR AGENCY USE ONLY	
	REVIEWED BY:	DATE:

General instructions: All Offerors must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's total work force, the Offeror shall complete this form for the contractor's current total work force. Subcontractors awarded a subcontract over \$25,000 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 must complete this form upon request of DOCCS.

Instructions for completing:

1. Enter the Solicitation Number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate type of work force being reported
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading "Work force by Gender."
6. Break down the total work force by race/ethnic background and enter under the heading "Work force by Race/Ethnic Identification."
7. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

WHITE - (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

BLACK - (Not of Hispanic origin) A person who has origins in any of the black racial groups of Africa.

HISPANIC or LATINO - All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race

ASIAN & PACIFIC ISLANDER - All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

AMERICAN INDIAN or ALASKAN NATIVE - A person having origins in any of the original peoples of North or South America (including Central America), and who maintains tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity (ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VETERAN** - an individual who served in the military during time of war.



**NEW YORK STATE
DEPARTMENT OF CORRECTIONS
AND COMMUNITY SUPERVISION**

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid proposal or proposed negotiated contract. This Utilization Plan must contain a detailed description of the supplies, purchases, and/or services to be provided by each certified Minority and Women-Owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Contactor's Name: _____
 Address: _____
 City, State, Zip Code: _____

Federal Identification Number: _____
 Solicitation/Contract Number: _____
 Telephone Number: _____

Region/Location of Work: _____

M/WBE Goals in the Contract: MBE ___% WBE ___%

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, and Telephone No.	2. Classification	3. Detailed Description of Work/Purchase (Attach additional sheets, if necessary)	4. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE Federal ID No. _____		
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE Federal ID No. _____		
C.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE Federal ID No. _____		

IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, CONTRACTOR MUST SUBMIT A REQUEST FOR WAIVER. TO THE CONTRACTING UNIT.

Submission of this form constitutes the Contractor's acknowledgement and agreement to comply with the M/WBE requirements set forth under NYS Executive Law, Article 15-A and 5 NYCRR Part 142. Failure to submit complete and accurate information may result in a finding of noncompliance or rejection of the bid/proposal and/or suspension or termination of the contract.

NAME AND TITLE OF PREPARER (Print or Type):

SUBMIT COMPLETED FORM TO:
NYS Dept. of Corrections and Community Supervision

SIGNATURE AND DATE:

FOR AGENCY USE ONLY

REVIEWED BY: _____

DATE: _____

UTILIZATION PLAN APPROVED: YES NO **Date:** _____

Contract No: _____

Contract Award Date: _____

Estimated Date of Completion: _____

Amount Obligated Under the Contract: _____

NOTICE OF DEFICIENCY ISSUED: YES NO **Date:** _____

NOTICE OF ACCEPTANCE ISSUED: YES NO **Date:** _____

Instructions:

1. Contractor Information: Enter contractor name, address, and federal employer identification number (FEIN).
2. Region/Location of Work: Enter region/location of work or facility name.
3. Project M/WBE Goals: Enter M/WBE Project Goals. These goals are to be accomplished by subcontracting with NYS certified M/WBE's.
4. Subcontractor: NYS Certified M/WBE Information: Enter name of certified M/WBE, address, telephone number, and Federal ID number. Verify in the Directory of Certified Minority and Women-Owned Businesses available at: www.esd.ny.gov/mwbe.html that they are a NYS certified minority or women-owned business.
5. Indicate certification type: MBE, WBE or both by checking the appropriate boxes, Y (Yes) or N (No).
6. Describe the type of services the M/WBE vendors will provide in relation to the contract, and estimate the amount the contractor will spend with these vendors.

Special Note: This section does not need to be completed if the contractor is a certified minority and women-owned business enterprise (dual certified) and responsible for one hundred percent of the contract performance. If this is the case, proceed to the signature section and attach a printout from the Directory of Certified Minority and Women-Owned Businesses available at: www.esd.ny.gov/mwbe.html showing the Contractor is a dual New York certified M/WBE. If the contractor is a NYS certified minority-owned business enterprise (MBE) or women-owned business enterprise (WBE), this section needs to be completed to satisfy the goal for which the Contractor is not certified. For example, if the Contractor is a NYS certified MBE, the Contractor is required to subcontract with a NYS certified WBE to achieve the WBE project goals.

7. Signature Section: Sign, print name, and date.

**New York State Department of Corrections and
Community Supervision**

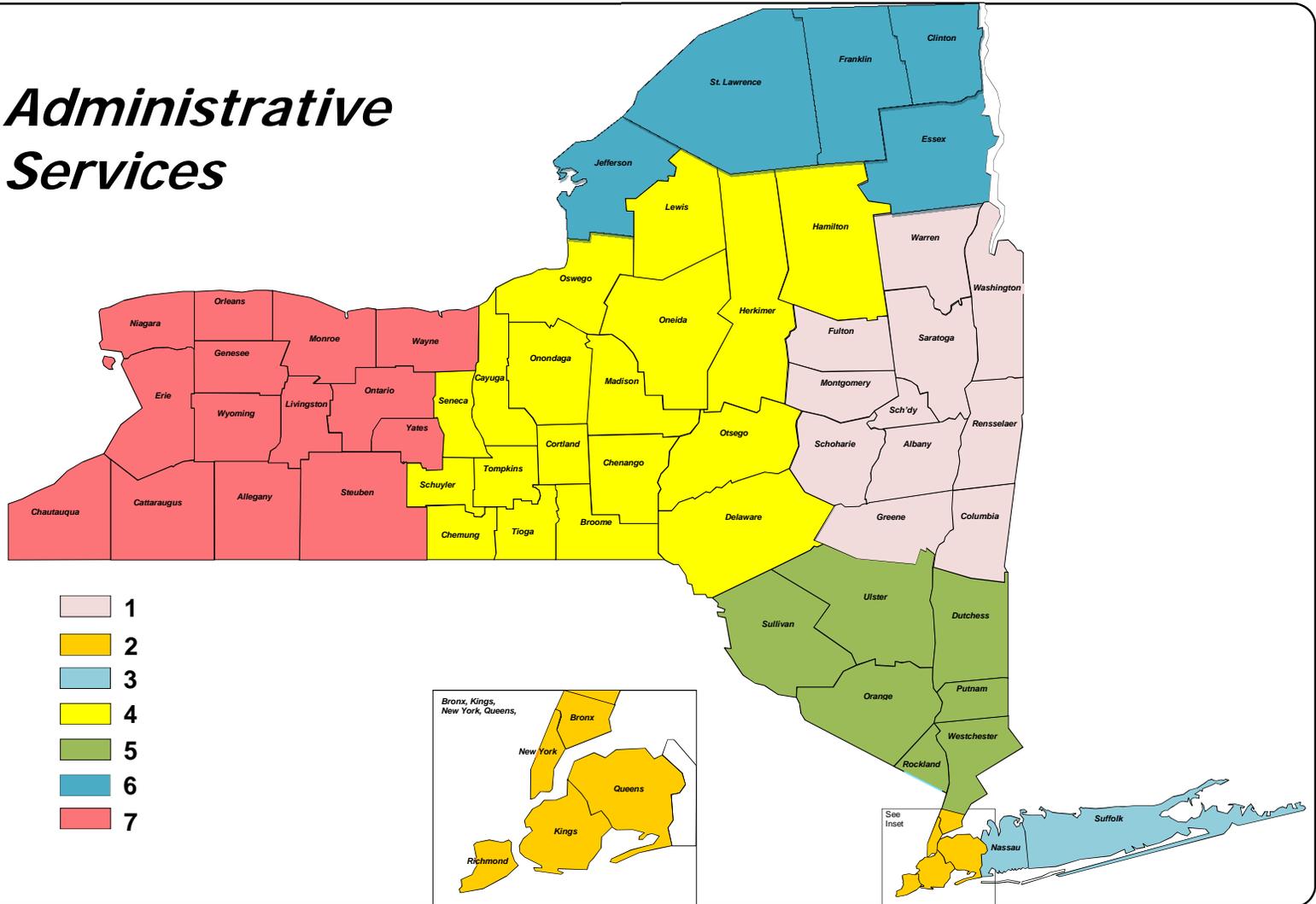
IFB #2013-09

Temporary Personnel – Registered Nurses

- OGS Statewide Contract Regional Map
- NYS Correctional Facility Map

County	Region
Albany	1
Allegany	7
Bronx	2
Broome	4
Cattaraugus	7
Cayuga	4
Chautauqua	7
Chemung	4
Chenango	4
Clinton	6
Columbia	1
Cortland	4
Delaware	4
Dutchess	5
Erie	7
Essex	6
Franklin	6
Fulton	1
Genesee	7
Greene	1
Hamilton	4
Herkimer	4
Jefferson	6
Kings	2
Lewis	4
Livingston	7
Madison	4
Monroe	7
Montgomery	1
Nassau	3
New York	2
Niagara	7
Oneida	4
Onondaga	4
Ontario	7
Orange	5
Orleans	7
Oswego	4
Otsego	4
Putnam	5
Queens	2
Rensselaer	1
Richmond	2
Rockland	5
Saratoga	1
Schenectady	1
Schoharie	1
Schuyler	4
Seneca	4
St. Lawrence	6
Steuben	7
Suffolk	3
Sullivan	5
Tioga	4
Tompkins	4
Ulster	5
Warren	1
Washington	1
Wayne	7
Westchester	5
Wyoming	7
Yates	7

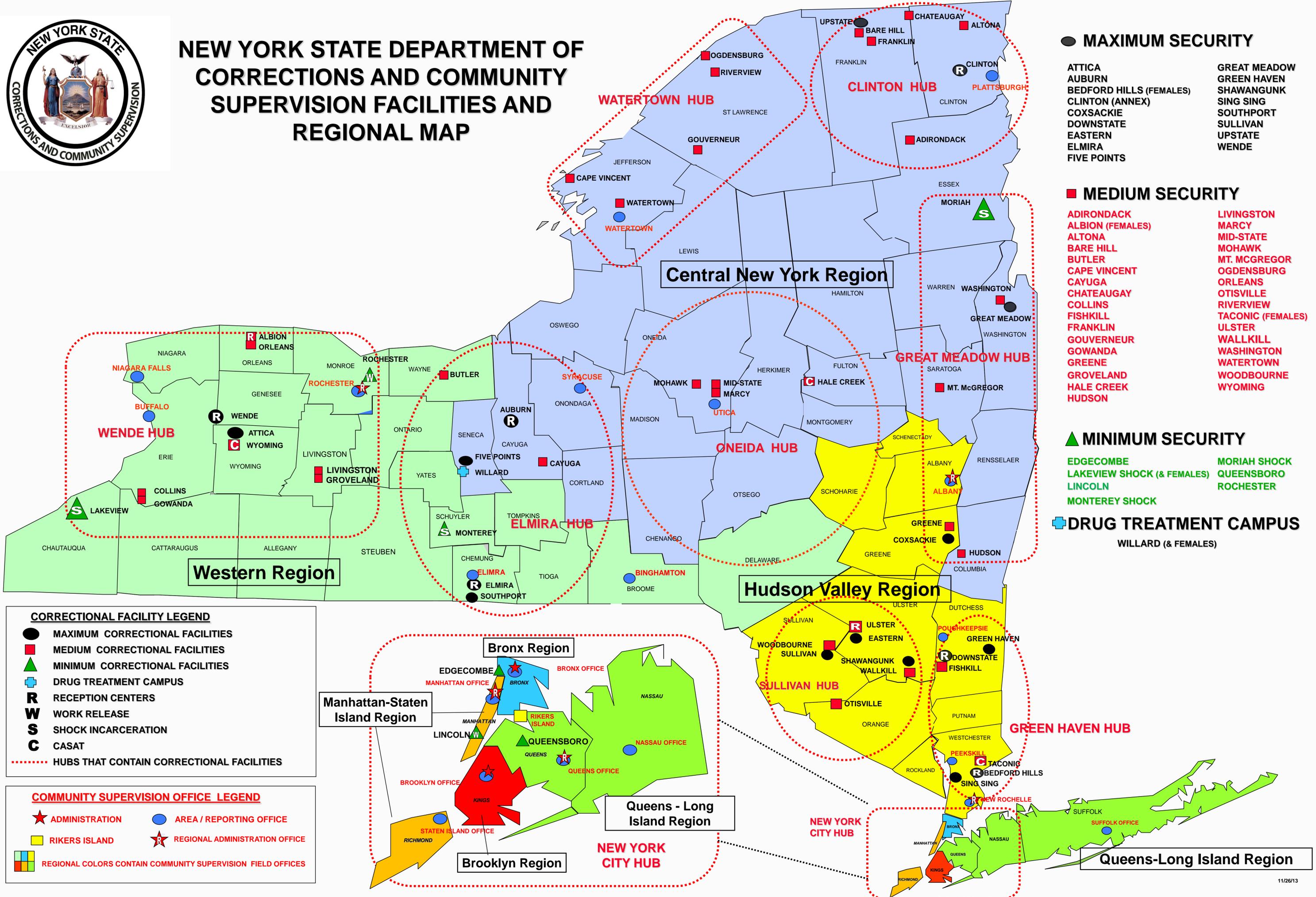
Administrative Services



- 1
- 2
- 3
- 4
- 5
- 6
- 7



NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION FACILITIES AND REGIONAL MAP



● MAXIMUM SECURITY

- | | |
|-------------------------|--------------|
| ATTICA | GREAT MEADOW |
| AUBURN | GREEN HAVEN |
| BEDFORD HILLS (FEMALES) | SHAWANGUNK |
| CLINTON (ANNEX) | SING SING |
| COXSACKIE | SOUTHPORT |
| DOWNSTATE | SULLIVAN |
| EASTERN | UPSTATE |
| ELMIRA | WENDE |
| FIVE POINTS | |

■ MEDIUM SECURITY

- | | |
|------------------|-------------------|
| ADIRONDACK | LIVINGSTON |
| ALBION (FEMALES) | MARCY |
| ALTONA | MID-STATE |
| BARE HILL | MOHAWK |
| BUTLER | MT. MCGREGOR |
| CAPE VINCENT | OGDENSBURG |
| CAYUGA | ORLEANS |
| CHATEAUGAY | OTISVILLE |
| COLLINS | RIVERVIEW |
| FISHKILL | TACONIC (FEMALES) |
| FRANKLIN | ULSTER |
| GOVERNEUR | WALLKILL |
| GOWANDA | WASHINGTON |
| GREENE | WASHINGTON |
| GROVELAND | WATERTOWN |
| HALE CREEK | WOODBORNE |
| HUDSON | WYOMING |

▲ MINIMUM SECURITY

- | | |
|----------------------------|--------------|
| EDGECOMBE | MORIAH SHOCK |
| LAKEVIEW SHOCK (& FEMALES) | QUEENSBORO |
| LINCOLN | ROCHESTER |
| MONTEREY SHOCK | |

⊕ DRUG TREATMENT CAMPUS

WILLARD (& FEMALES)

CORRECTIONAL FACILITY LEGEND

- MAXIMUM CORRECTIONAL FACILITIES
- MEDIUM CORRECTIONAL FACILITIES
- ▲ MINIMUM CORRECTIONAL FACILITIES
- ⊕ DRUG TREATMENT CAMPUS
- R RECEPTION CENTERS
- W WORK RELEASE
- S SHOCK INCARCERATION
- C CASAT
- HUBS THAT CONTAIN CORRECTIONAL FACILITIES

COMMUNITY SUPERVISION OFFICE LEGEND

- ★ ADMINISTRATION
- AREA / REPORTING OFFICE
- RIKERS ISLAND
- ★ REGIONAL ADMINISTRATION OFFICE
- REGIONAL COLORS CONTAIN COMMUNITY SUPERVISION FIELD OFFICES

Manhattan-Staten Island Region

Bronx Region

Queens - Long Island Region

Brooklyn Region

Hudson Valley Region

Central New York Region

Western Region

Attachment 1 – Required Forms and Information

New York State Department of Corrections and Community Supervision

IFB #2013-09

Temporary Personnel – Registered Nurses

- **Procurement Lobbying Certification**
- **Contractor Insurance Requirements**
- **Encouraging Use Of New York State Businesses In Contract Performance**
- **OSC Consultant Disclosure Reporting Requirements**
- **Background Check Requirements**
- **Tax and Finance Forms ST-220-TD and ST-220-CA**

PROCUREMENT LOBBYING CERTIFICATION

By signing, the offerer/bidder affirms that it understands and agrees to comply with the NYS Office of General Services (OGS) procedures relative to permissible contacts, as required by State Finance Law §139-j and §139-k.

Procurement Lobbying information can be accessed at:

<http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-j.htm> and
<http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-k.htm>

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____

Name: _____ Title: _____

Contractor Name: _____

Contractor Address: _____

Prior Non-Responsibility Determinations – State Finance Law §139-k

1. Has any Government Entity made a finding of non-responsibility against this organization/company? **No** **Yes**

2. If yes, was the basis for the finding of non-responsibility due to a violation of SFL§139-j or due to the intentional provision of false or incomplete information to a Government Entity? **No** **Yes**

3. Has any Government Entity terminated or withheld a procurement contract with this organization/company due to the intentional provision of false or incomplete information? **No** **Yes**

If yes to any of the above questions, provide complete details on a separate page and attach.

Offerer Certification:

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Name: _____ Title: _____

Procurement Lobbying Termination

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

Contractor Insurance Requirements

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall file with The People of the State of New York, Department of Corrections and Community Supervision, Certificates of Insurance (hereinafter referred to as "Certificates"), evidencing compliance with all requirements contained in this Section. Such Certificates shall be of a form and substance acceptable to DOCCS.

Certificate acceptance and/or approval by DOCCS does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State and acceptable to DOCCS; shall be primary and non-contributing to any insurance or self insurance maintained by DOCCS; shall be endorsed to provide written notice be given to DOCCS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to NYS Department of Corrections and Community Supervision, Division of Support Operations – Contract Procurement Unit, 550 Broadway, Menands, NY 12204 and shall name The People of the State of New York, its officers, agents, and employees as additional insured's there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 10 11 85**). The additional insured requirement does not apply to Workers Compensation, Disability or Professional Liability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by DOCCS. Such approval shall not be unreasonably withheld.

The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to DOCCS and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply to DOCCS updated replacement Certificates of Insurance, and amendatory endorsements.

The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

- a) **Commercial General Liability Insurance** with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal

& advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

1. If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.
- b) **Comprehensive Business Automobile Liability Insurance** with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
- c) If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substance, the Contractor shall maintain in full force and effect throughout the term hereof, pollution legal liability insurance with limits of not less than \$1,000,000, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against DOCCS arising from Contractors work.
1. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.
 2. If the Contract includes disposal of materials from the job site, the Contractor must furnish to DOCCS, evidence of pollution legal liability insurance in the amount of \$1,000,000 maintained by the disposal site operator for losses arising from the disposal site accepting waste under this Contract.
 - i) If autos are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.
- d) If providing professional services, the Contractor shall maintain, or if subcontracting professional services, shall certify that Subcontractor maintain, errors and omissions liability insurance with a limit of not less than \$1,000,000 per loss.
1. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract and, if the project involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, it may not exclude bodily injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring, or laboratory analyses.
 2. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.
- e) **Waiver of Subrogation.** Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against DOCCS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against DOCCS or (ii) any other form of permission for the release of DOCCS.
- f) **WORKERS' COMPENSATION / DISABILITY INSURANCE:**
Workers' Compensation, Employer's Liability, and Disability Benefits meeting all New York State statutory requirements are required. If coverage is obtained from an insurance company through an insurance policy, the policy shall provide coverage for all states of operation that apply to the

performance of the contract. In addition, if employees will be working on, near or over navigable waters, coverage provided under the US Longshore and Harbor Workers' Compensation Act must be included. Also, if the contract is for temporary services, or involves renting equipment with operators, the Alternate Employer Endorsement, WC 00 03 01A, must be included on the policy naming the People of the State of New York as the alternate employer.

PROOF of COMPLIANCE WITH WORKERS' COMPENSATION COVERAGE REQUIREMENTS:

ACORD forms are **NOT** acceptable proof of workers' compensation coverage.

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, contractors shall:

- A) Be legally exempt from obtaining workers' compensation insurance coverage;
or
- B) Obtain such coverage from insurance carriers;
or
- C) Be a Board-approved self-insured employer or participate in an authorized self-insurance plan.

Contractors seeking to enter into contracts with the State of New York **shall provide one of the following forms to DOCCS** at the time of bid submission or shortly after the opening of bids:

- A) **Form 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* which is available on the Workers' Compensation Board's website (www.wcb.state.ny.us);
or
- B) *Certificate of Workers' Compensation Insurance:*
 - 1) **Form C-105.2 (9/07)** if coverage is provided by the contractor's insurance carrier, **contractor must request its carrier** to send this form to the New York State Office of General Services;
or
 - 2) **Form U-26.3** if coverage is provided by the State Insurance Fund, contractor must request that the State Insurance Fund send this form to the New York State Office of General Services;
- or
- C) *Certificate of Workers' Compensation Self-Insurance - Form SI-12*, available from the New York State Workers' Compensation Board's Self-Insurance Office;
or
- D) *Certificate of Participation in Workers' Compensation Group Self-Insurance Form GSI-105.2*, available from the contractor's Group Self-Insurance Administrator.

PROOF of COMPLIANCE WITH DISABILITY BENEFITS COVERAGE REQUIREMENTS:

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, contractors shall:

- A) Be legally exempt from obtaining disability benefits coverage;
or
- B) Obtain such coverage from insurance carriers;
or
- C) Be a Board-approved self-insured employer.

Contractors seeking to enter into contracts with the State of New York **shall provide one of the following forms to the DOCCS** at the time of bid submission or shortly after the opening of bids:

- A) **Form 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* which is available on the Workers' Compensation Board's website (www.wcb.state.ny.us);
or
- B) **Form DB-120.1**, *Certificate of Disability Benefits Insurance*. Contractor must request its business insurance carrier to send this form to the New York State Office of General Services;
or
- C) **Form DB-155**, *Certificate of Disability Benefits Self-Insurance*. The Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

All forms must name the Department of Corrections and Community Supervision – Division of Support Operations / Contract Procurement Unit, 550 Broadway, Menands, NY 12204, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Contractor acknowledges that failure to obtain and/or keep in effect any or all required insurance on behalf of DOCCS constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to DOCCS. Contractor's failure to obtain and/or keep in effect any or all required insurance shall also provide the basis for DOCCS' immediate termination of any contract resulting from this IFB, subject only to a five (5) business day cure period. Any termination by DOCCS under this section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against the Department of Corrections and Community Supervision, its agents and employees therefore for lost profits or any other damages.

**ENCOURAGING USE OF NEW YORK STATE BUSINESSES
IN CONTRACT PERFORMANCE**

New York State businesses have a substantial presence in State Contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders/Proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/Proposers need to be aware that all authorized users of this Contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Bidders/Proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State Contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the Contractor and its New York State business partners. New York State businesses will promote the Contractor's optimal performance under the Contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its Contractors. The State therefore expects Bidders/Proposers to provide maximum assistance to New York businesses in their use of the Contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/Proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this Contract? _____ Yes _____ No

If yes, identify New York State Business(es) that will be used; (Attach identifying information).

**CONSULTANT DISCLOSURE REPORTING REQUIREMENTS
CONTRACTOR INSTRUCTIONS**

Background:

Pursuant to New York State Finance Law Section 163(4)(g), state agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract, such report to include for each employment category within the contract: (i) the number of employees employed to provide services under the contract, (ii) the number of hours they work, and (iii) their total compensation under the contract. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

Contractors selected for award on the basis of a procurement issued by OSC (Request for Proposals, Mini-Bid, or Invitation for Bids) must complete **Form A, State Consultant Services – Contractor’s Planned Employment from Contract Start Date through the End of the Contract Term** upon notification of award. The completed **Form A** must include information for all employees that will be providing services under the contract, whether employed by the contractor or by a subcontractor.

Contractors selected for award are also required to complete **Form B, State Consultant Services Contractor’s Annual Employment Report** annually for each year of the contract term, on a State fiscal year basis. The first report is due on May 15 for the period April 1 through March 31.

Form A must be submitted to OSC as the contracting agency, and Form B must be submitted to OSC (as the contracting agency), the Department of Civil Service, and the Consultant Reporting Section of the Bureau of Contracts at OSC, at the addresses provided in these instructions.

Form A, State Consultant Services – Contractor’s Planned Employment from Contract Start Date through the End of the Contract Term and **Form B, State Consultant Services Contractor’s Annual Employment Report**, are attached to these instructions. Please see these instructions for further information regarding completion and submission of the forms.

INSTRUCTIONS

FORM A:

Upon notification of contract award, use Form A, State Consultant Services Contractor’s Planned Employment From Contract Start Date Through the End of the Contract Term, attached to these instructions, to report the necessary planned employment information prospectively from the start date through the end of the contract term. This is a one-time reporting requirement.

Complete **Form A** for contracts for consulting services in accordance with the following:

- **Employment category:** the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees anticipated to be providing services under the contract.
(Note: Access the O*NET database, which is available through the US Department of Labor’s Employment and Training Administration, on-line at www.online.onetcenter.org to find a list of occupations.)
- **Number of employees:** the total number of employees in the employment category anticipated to be employed to provide services under the contract, including part time employees and employees of subcontractors.
- **Number of hours to be worked:** the total number of hours anticipated be worked by the employees in the employment category.
- **Amount payable under the contract:** the total amount payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Submit completed **Form A** within 48 hours of notification of selection for award to OSC (as the contracting agency) at the address listed below.

INSTRUCTIONS

FORM B:

Use **Form B, State Consultant Services Contractor's Annual Employment Report**, attached to these Instructions, to report the annual employment information required by the statute. This form will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31). Submit **Form B** to OSC (as the contracting Agency), the Department of Civil Service (DCS), and to the Consultant Reporting Section of the Bureau of Contracts at OSC at the addresses listed below.

Complete **Form B** for contracts for consulting services in accordance with the following:

- **Scope of Contract:** a general classification of the single category that best fits the predominate nature of the services provided under the contract.
- **Employment Category:** the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract.

(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at www.online.onetcenter.org to find a list of occupations.)

- **Number of Employees:** the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.
- **Number of hours worked:** the total number of hours **worked** during the Report Period by the employees in the employment category.
- **Amount Payable under the Contract:** the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Submit the completed Form B annually by May 15th for each State fiscal year (or portion thereof) the contract is in effect, as follows:

To DOCCS (as the contracting Agency):

By mail:

Sandra Downey, Director of Budget & Finance
NYS Department of Corrections & Community Supervision
Harriman State Campus/Building #2
1220 Washington Avenue
Albany, NY 12226-2050

By email:

dccscontracts@dccs.ny.gov

To the Consultant Reporting Section of the Bureau of Contracts at OSC:

By mail:

NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236

By fax:

Attn: Consultant Reporting
(518) 474-8030 or (518) 473-8808

To DCS:

By mail:

NYS Department of Civil Service
Executive Office
Alfred E. Smith Office Building
Albany, NY 12239

FORM B

OSC Use Only: Reporting Code: Category Code:

State Consultant Services Contractor's Annual Employment Report Report Period: April 1, to March 31,
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Contracting State Agency Name: Office of the State Comptroller Agency Code: 02000 Contract Number: Contract Term: / / to / / Contractor Name: Contractor Address: Description of Services Being Provided:
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Scope of Contract (Choose one that best fits): Analysis <input type="checkbox"/> Evaluation <input type="checkbox"/> Research <input type="checkbox"/> Training <input type="checkbox"/> Data Processing <input type="checkbox"/> Computer Programming <input type="checkbox"/> Other IT consulting <input type="checkbox"/> Engineering <input type="checkbox"/> Architect Services <input type="checkbox"/> Surveying <input type="checkbox"/> Environmental Services <input type="checkbox"/> Health Services <input type="checkbox"/> Mental Health Services <input type="checkbox"/> Accounting <input type="checkbox"/> Auditing <input type="checkbox"/> Paralegal <input type="checkbox"/> Legal <input type="checkbox"/> Other Consulting <input type="checkbox"/>

Employment Category	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report: Preparer's Signature: _____ Title: _____ Phone #: _____ Date Prepared: / /
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Background Check Requirements

Requirements

As set forth below, Contractor shall be obligated to undertake and complete the following background checks for each Candidate it proposes **after** such Candidate has been tentatively selected by the correctional facility but prior to the start of the engagement. The Contractor's cost for performing background checks shall be compensated as per the agreed upon pricing listed in the Contract. Background checks are required for all Registered Nurses.

At the discretion of the correctional facility, a replacement Candidate may begin work before the background check is completed, if there is the issuance of a written waiver by the correctional facility to the Contractor.

If the Candidate's Master File contains educational background verification and social security number verification, then these items may be omitted from the initial background check at the discretion of the correctional facility. If the Master File contains employment verification from previous engagements with the State, then employment verification is only required to be updated going back to the previous verification included in the Master File.

A. Background Check

- (1) When a Contractor proposes a Candidate, any previously completed background check shall be furnished with such Candidate's resume and Master File at the time of proposal. If the correctional facility tentatively selects such Candidate, and the prior background check was completed more than six months before the correctional facility's tentative selection, then the Contractor shall perform an updated background check and provide the results thereof to the correctional facility. If there was no previous background check, the Contractor shall perform a complete background check and provide the results thereof to the correctional facility.
- (2) The Contractor is responsible for completing background checks on each Candidate prior to such Candidate beginning work. The completion of a background check of a given candidate shall not provide a given candidate with clearance to secured areas. A Contractor is required to maintain records of background checks for the Contract term, to include them in the Candidate's Master File, and make such records available to the State when requested.
- (3) At a minimum, the background check must include the following steps:
 - i. Undertaking a criminal history record check including a) a national criminal history check, and b) state and county criminal checks using the NYS Office of Court Administration (NYSOCA) and comparable searches of states where the person lived, worked or attended school during the past five years. In the alternative, a Contractor may elect to obtain the record of convictions

- from NYSOCA directly and from their equivalents from other states where the person lived, worked or attended school during the past 5 years;
- ii. For positions in which the Candidate may be working directly or indirectly with minors, the elderly, or incapacitated individuals, determine if the Candidate is listed on the NYS Sex Offender Registry. The Authorized User is responsible for communicating these circumstances to the Contractor;
 - iii. Verification of previous employment for the past five years;
 - iv. Verification of educational background;
 - v. Verification of social security number and U.S. citizenship or legal resident status;
 - vi. For Lot 11 job titles where driving a vehicle may be a job requirement, review of the NYS Department of Motor Vehicles driving records;
 - vii. Any other check requested by the correctional facility as necessary.

After the completion of the background check, the Contractor shall provide the results to the correctional facility. The correctional facility shall review the information and make a determination about the suitability of the Candidate for the position in accordance with the relevant statutory and contractual provisions.

B. Employee Removal

If a Contractor becomes aware that any Employee it has provided to work for a correctional facility becomes a potential unacceptable risk to the State, the Contractor shall immediately notify the correctional facility, and jointly decide if it is necessary to remove that Employee from the site. If an Employee is removed, the Contractor will propose a qualified substitute Candidate. A correctional facility may waive the removal of an Employee by providing a written waiver to the Contractor. Should a correctional facility find an Employee to be an unacceptable risk to the State, the correctional facility shall notify the Contractor and may request that the Contractor provide a replacement Candidate.

Master File

“Master File” shall mean an electronic file maintained by Contractor for each Candidate. The Master File must include for each Candidate a resume, qualifications, certifications, licenses, and background checks.

CONTRACTOR CERTIFICATION FORMS
(Pursuant to Section 5-A of the Tax Law)

Form ST-220-TD (4 pages)

If filing with the Department of Taxation & Finance for the first time, or previously submitted information needs to be updated, these 4 pages must be removed from this bid, completed, signed and submitted directly to the Department of Taxation and Finance.

Form ST-220-CA (2 pages)

Regardless of whether ST-220-TD is being filed/updated for this bid or not, these 2 pages must be completed, signed and returned with this bid.



Contractor Certification

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

ST-220-TD

(12/11)

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 or state agency	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.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

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). See *Need help?* for more information on how to obtain this publication.

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 Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?



Visit our Web site at **www.tax.ny.gov**

- get information and manage your taxes online
- check for new online services and features



Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



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, call the information center.

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.

Complete Sections 1, 2, and 3 below. Make only one entry in each section.

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)

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. _____



Contractor Certification to Covered Agency

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

ST-220-CA

(12/11)

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. 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.

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

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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.

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• check for new online services and features

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To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

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, call the information center.