



STATE OF NEW YORK
**DEPARTMENT OF CORRECTIONS
 AND COMMUNITY SUPERVISION**
 1220 Washington Avenue – Building 2
 Albany, NY 12206

FOR OFFICE USE ONLY

INVITATION FOR BIDS

**IMPORTANT: SEE "NOTICE TO BIDDERS" CLAUSES HEREIN BIDS MUST BE SENT TO THE ABOVE ADDRESS
 (Fax or E-Mail Bid Submissions Are NOT Acceptable)**

BID OPENING: DATE: 1/11/13 TIME: 12:00 Noon	TITLE: Parking Garage Services - NYC & Buffalo
INVITATION FOR BIDS NUMBER: IFB 2012-01	SPECIFICATION REFERENCE: As incorporated herein.
CONTRACT PERIOD: Five Year Term 3/1/13 – 2/28/18	
DESIGNATED CONTACTS - ADDRESS INQUIRIES IN WRITING TO:	
Primary Contact: Lucretia Bailey E-mail address: doccscontracts@doccs.ny.gov	Secondary Contact: Jennifer Kuhn E-mail address: doccscontracts@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), ST-220CA or TD Tax Disclosure, Vendor Responsibility Questionnaire, Workers' Compensation Requirements, 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 NYS Department of Corrections and Community Supervision procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b). Information and compliance forms are attached (Attachments D).

Bidder's Federal Tax Identification Number: <i>(Do Not Use Social Security Number)</i>	NYS Vendor Identification Number: <i>(See Pg. 5#4)</i>			
Legal Business Name of Company Bidding:				
Street	City	State	Zip	County
Address of Parking Garage (if different from above):				
Street	City	State	Zip	County
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:	Printed or Typed Name:			
Title:	Date:			
Phone : () - ext ()	Toll Free Phone : () - ext ()			
Fax : () - ext ()	Toll Free Fax : () - ext ()			
E-mail Address:	Company Web Site:			

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

**INVITATION FOR BIDS (IFB) 2012-01
PARKING GARAGE SERVICES
NYC & BUFFALO**

I. Purpose

The New York State Department of Corrections and Community Supervision (DOCCS) is seeking parking garage services for its state vehicles located in close proximity to the five Regional Offices below:

Bronx Office (13 vehicles)

14 and 26 Bruckner Blvd., Bronx, NY 10454

Brooklyn Offices (18 vehicles)

333 Schermerhorn St., 340 Livingston St., and 350 Livingston St., Brooklyn, NY 11217

Queens Office (14 vehicles)

92-36 Merrick Blvd., Queens, NY 11433

NYC Office (36 vehicles)

314 West 40th Street, New York, NY 10018

Buffalo Office (13 vehicles)

460 Main St., Buffalo, NY 14202

To ensure public safety, the garage must be within a 1/4 mile radius of each of the Regional Office locations. DOCCS intends to award a total of five contracts; one contract for each location above. The contract term will be for a period of five years, effective March 1, 2013 through February 28, 2018.

II. Specifications

- To receive consideration, the proposal **must**:
 - a. have sufficient parking for the number of vehicles stated for each Regional Office location;
 - b. have reserved or assigned indoor/outdoor parking spaces with 24-hour accessibility, 7 days a week;
 - c. reserved or assigned indoor/outdoor parking spaces must be located in an area that is not significantly affected by bird roosting or nesting sites
 - d. be secure to prevent vandalism and/or theft; and
 - e. must be within a 1/4 mile radius of each Regional Office stated.

III. Proposal Submission/Requirements

- A. Proposals should include yes or no responses unless otherwise noted to the questions below. Please respond to each question by completing Attachment B, Bid Response Form.
1. Is location of the garage within a 1/4 mile radius of the Regional Office?
 2. Is this garage secure? (Describe in detail, locks, lighting, alarm system, attendants/guards on duty, etc.).
 3. Is this garage enclosed or is it open to the outdoors?

4. Is there a gate? If yes, how is it opened?
 5. Is there an alarm system? If yes, will DOCCS employees require training?
 6. Is there an attendant or guard on duty? If yes, what are the hours of the attendant/guard or is the attendant/guard on duty 24-hours a day?
 7. Is the garage open 24 hours a day, 7 days a week with 24-hour accessibility?
 8. If applicable, will Keycards or Access keys be provided? If yes, is there a charge? If so, describe any instance where there would be a charge for the Keycard/Access key (i.e. new card, lost, stolen, etc.)
 9. Are you insured for theft, vandalism, terrorism and/or acts of nature? If yes, please provide the name of the insurance carrier and the amount of the policy.
- B. Vendor must comply with all standards and appropriate regulations governing contracts with the State of New York (Attachment A).
- C. Please stipulate if your organization has any business interests in Northern Ireland, and if so, that it will take lawful steps in good faith to conduct said operation in accordance with MacBride Fair Employment Principles, and that you will permit independent monitors of your compliance with such principles.
- D. 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) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should DOCCS receive information that a person is in violation of the above-referenced certification, DOCCS will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment 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 including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring Contractor in default.

DOCCS reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

- E. Timetable:
- | | |
|---------------------------|---------------------------|
| Questions Deadline | 12/27/12 |
| Answers Posted on Website | 1/4/13 |
| Proposal Due Date | 1/11/13 12:00 Noon |
| Award Made | 1/15/13 |
| Site Visit | 1/22/13 |

F. Forms to be completed: (*Attachment D*)

1. **Compliance with State Finance Law §139j and §139k**

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Contractor that all information provided to the Department of Corrections and Community Supervision with respect to State Finance Law §139-k is complete, true and accurate (*Contractor's Certification of Compliance with State Finance Law §139-k(5)* Attachment 1*). In addition, State Finance Law §139-j(6) requires that the Department of Corrections and Community Supervision incorporate a summary of its policy and prohibitions regarding permissible Contacts during a covered procurement.

State Finance Law §§139-j and 139-k, also imposes certain restrictions on communications between the Department of Corrections and Community Supervision and Contractors during the procurement process. Potential Contractors are restricted from making contacts from the earliest notice of intent to solicit offers pursuant to the "Invitation for Bid (IFB)" through final award and approval of the Procurement Contract by the Department of Corrections and Community Supervision and, if applicable, Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). **Regarding this IFB process you may only contact staff in the Contract Management Unit; Lucretia Bailey, Contract Management Specialist I and Jennifer Kuhn, Contract Management Specialist II. Indicate your concurrence with this requirement in Contractor's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b), Attachment 2.** Please note that during the IFB process that the Department of Corrections and Community Supervision is required to determine the responsibility of "the proposed Contractor" pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period the Contractor is debarred from obtaining governmental Procurement Contracts.

Lastly, New York State Finance Law §139-k(2) obligates the Department of Corrections and Community Supervision to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j (*Contractor's Disclosure of Prior Non-Responsibility Determinations, Attachment 3*). This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, potential Contractor must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by the Division due to: (a) a violation of State Finance to the Department of Corrections and Community Supervision. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether a Contractor fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Contractor that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Contractor is necessary to protect public property or public health safety, and that the Contractor is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

The Department of Corrections and Community Supervision must obtain the required certifications that the information in your proposal is complete, true and accurate and if any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j exist (*Contract Termination Provision, Attachment 4*).

Accordingly, all potential Contractors submitting a proposal pursuant to this IFB must provide the four attached completed certification forms with their proposal.

2. **Certificate of Worker's Compensation Insurance**

Workers' Compensation Requirements Under WCL §57 - To assist DOCCS in enforcing Section 57 of the Workers' Compensation Law, organizations entering into contracts with the NYS Department of Corrections and Community Supervision **MUST** provide ONE of the following forms:

C-105.2 – Certificate of Workers' Compensation Insurance (the business' insurance carrier will send this form to DOCCS upon request) PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; **OR**

WC/DB-100 - Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; *See attached affidavit form.*; **OR**

SI-12 – Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), **OR** **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance (the business' Group Self-Insurance Administrator will send this form to the Division upon request).

3. **ST-220TD & CA Tax Certification**

NYS enacted section 5-a of the Tax Law requiring persons awarded contracts valued at more than \$15,000 with state agencies, public authorities or public benefit corporations to certify that they, their affiliates, their subcontractors, and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes. A contractor, affiliate, subcontractor or affiliate of a subcontractor must be certified as having a valid certificate of authority if such person makes, or has made, aggregate sales delivered within New York State of more than \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. Form ST-220TD, must be filed with Department of Tax and Finance (DTF) only once. If the information changes, a new form, ST-220-TD must be filed. Form ST-220CA must be filed with contractors bid response certifying that the contractor filed the ST-220TD with DTF. Failure to make either of these filings may render a bidder non-responsive and non-responsible. Bidder shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

4. **Vendor Responsibility Questionnaire** (www.osc.state.ny.us/vendrep)

DOCCS recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the

State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact DOCCS for a copy of the paper form.

IV. Financial Requirements

A. Billing

The vendor will bill DOCCS on a monthly basis by using a standard voucher and submitting it to the assigned Regional Office administrator within 10 days after the first day of the following month.

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 electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by e-mail at epunit@osc.state.ny.us or by telephone 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 by paper check as set forth above.**

B. Rate Adjustment

All rates shall be firm for the first year of the contract. Rates will be automatically adjusted up or down on each anniversary date of the contract. Adjustments will be based on the Consumer Price Index (CPI) Series ID: CUUR0000SA0, All Urban Consumers, as published by the Bureau of Labor Statistics (BLS). No adjustment shall exceed five (5) percent. In the event the specific index is discontinued or is no longer published on the BLS website (www.bls.gov), the contractor and DOCCS will negotiate a mutually acceptable replacement index.

C. Vehicle Additions/Reductions

Based on the needs of DOCCS, the number of parking spots requested may increase or decrease at any time during the term of the contract.

D. Cost Sheet (Attachment C)

The following is provided only as an example. **Please complete Attachment C-Cost Sheet.**

$$\begin{array}{l} \$ \underline{\hspace{2cm}} \\ \text{Per Vehicle Monthly Cost} \end{array} \quad \times \quad \# \text{ Vehicles} = \$ \underline{\hspace{2cm}} \\ \text{Total Monthly Vehicle Cost}$$

$$\begin{array}{l} \$ \underline{\hspace{2cm}} \\ \text{Keycard cost, if any,} \\ \text{Per Vehicle Monthly Cost} \end{array} \quad \times \quad \# \text{ Vehicles} = \$ \underline{\hspace{2cm}} \\ \text{Total Monthly Keycard Cost}$$

$$\text{Total Monthly Cost} + \text{Total Keycard Cost} = \$ \underline{\hspace{2cm}} \\ \text{Total Monthly Cost}$$

$$\begin{array}{l} \$ \underline{\hspace{2cm}} \\ \text{Total Monthly Cost} \end{array} \quad \times \quad 12 \text{ months} = \$ \underline{\hspace{2cm}} \\ \text{Grand Total Yearly Cost}$$

V. Stipulations

- A. Issuance of this IFB does not commit DOCCS to award any contracts or to pay any costs involved in preparation of proposals. All proposals are submitted at the sole responsibility of the applicant.
- B. The application shall be signed by an official authorized to bind the applicant and shall constitute a firm offer by the applicant for a minimum period of 90-days after proposal submission. The proposal shall serve as the basis for the contract with successful applicants.
- C. The vendor must be prepared to comply with the standard provisions, which are set forth in the attached Appendix A.
- D. The vendor must state if they conduct business in Northern Ireland and if so, that they comply with the MacBride Principles for the conducting of business by American companies in that province.
- E. The vendor must comply with State Finance Law §139j and §139k, Worker's Compensation Insurance, Tax Certification, and Vendor Responsibility Questionnaire (Attachment D).
- F. DOCCS reserves the right to amend, clarify, modify, revise or withdraw this IFB at any time and without notice to or liability to any applicant or other parties for expenses incurred in preparation of a proposal.
- G. DOCCS will exercise the option to cancel this agreement within 60 days if the parking garage comes under new franchise or management and the provisions of the original contract or standards of service are not as originally agreed upon.
- H. DOCCS also reserves the right to:
 - 1. make no award;
 - 2. reject any and all bids; and
 - 3. waive a mandatory requirement if unmet by all providers and non-material.

VI. Method of Award and Evaluation

DOCCS shall award one contract for each Regional Office location listed in Section I, based upon evaluation of all aspects of the IFB in accordance to the needs of DOCCS and the best interests of the State. One award will be made to the lowest Grand Total Yearly Cost responsive and responsible bidder for each Regional Office location.

If two offers are found to be equivalent, the basis for determining the award recipient will be the closest location to the Area Office.

The award will be contingent upon a successful site visit. The site visit will ensure that all mandatory requirements have been met. If the site visit is unsuccessful, the second lowest cost proposal will receive award consideration.

VII. Bidder's Proposal Checklist

The following checklist is intended to acquaint the bidder with all items of information that must be submitted with the bid. Failure to submit any item may result in rejection of the bid.

Does the proposal include the following?

- ✓ Completed and signed IFB Cover Sheet;
- ✓ Proposal original plus three (3) copies;
- ✓ Completed Page 10 of the IFB (compliance with Attachment A, MWBE, and MacBride Principles);
- ✓ Completed Attachment B - Bid Response Form;
- ✓ Completed Attachment C – Cost Sheet; and,

- ✓ Completed attached Forms - Attachment D
 - State Finance Law §139j and §139k, Worker's Compensation Insurance, Tax Certification, and Vendor Responsibility Questionnaire

VIII. Applicable Due Date

Proposal must be received no later than **12:00 Noon on January 11, 2013**. No faxed copies will be accepted. All questions seeking clarification of the IFB must be submitted in writing to doccscontracts@doccs.ny.gov, by **December 27, 2012**. Answers to all questions will be mailed to potential bidders, and posted on the DOCCS/Community Supervision website (<https://www.pardole.ny.gov/rfps.html>) on **January 4, 2013**.

Proposal must be received by the due date with **one original and three (3) copies** in a sealed envelope marked "**Proposal for IFB 2012-01**". Proposal must be delivered to the following address:

NYS Department of Corrections and Community Supervision
Contract Management Unit
Invitation for Bid 2012-01
550 Broadway
Albany, NY 12204

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

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

Bidder

Comply with the standard provisions in the attached Appendix A.

_____ YES _____ NO

If applicable, comply with MWBE requirements.

_____ YES _____ NO

"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

ATTACHMENT A

**STANDARD CLAUSES FOR NEW YORK STATE
CONTRACTS**

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

December, 2012

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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, licensor, 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.

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW

SECTION 139-D. Statement of Non-Collusion in bids to the State:

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes 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 to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR
STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20____ as the act and deed of said corporation or partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS	LEGAL RESIDENCE
_____	_____
_____	_____
_____	_____
_____	_____

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAME	LEGAL RESIDENCE
_____ President:	_____
_____ Secretary:	_____
_____ Treasurer:	_____
_____ President:	_____
_____ Secretary:	_____
_____ Treasurer:	_____

Identifying Data

Potential Contractor _____

Address _____

Street

City, Town, etc.

Telephone _____

Title _____

If applicable, Responsible Corporate Officer

Name _____

Title _____

Signature _____

Joint or combined bids by companies or firms must be certified on behalf of each participant.

Legal name of person, firm or corporation

Legal name of person, firm or corporation

By _____

Name

By _____

Name

Title

Title

Title

Title

Address _____

Street

Address _____

Street

City State

City

State

City State

City

State

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 in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) has business operations in Northern Ireland;

Yes _____ or No _____

if yes:

(2) shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes _____ or No _____

Signature

ATTACHMENT B

BID RESPONSE FORM

ATTACHMENT B

INVITATION FOR BIDS (IFB) 2012-01
PARKING GARAGE SERVICES – NYC & BUFFALO

BID RESPONSE FORM

Name of Company Bidding: _____

Address of Parking Garage: _____

Please indicate the proposed Regional Office location you are bidding on. Please complete one Bid Response Form for each individual location you are bidding on.

- Bronx Office (13 vehicles)**
14 and 26 Bruckner Blvd., Bronx, NY 10454

- Brooklyn Offices (18 vehicles)**
333 Schermerhorn St., 340 Livingston St., and 350 Livingston St., Brooklyn, NY 11217

- Queens Office (14 vehicles)**
92-36 Merrick Blvd., Queens, NY 11433

- NYC Office (36 vehicles)**
314 West 40th Street, New York, NY 10018

- Buffalo Office (13 vehicles)**
460 Main St., Buffalo, NY 14202

As per IFB Section III. Proposal Submission/Requirements, A: Proposals should include yes or no responses to the following questions:

1. Is location of the garage within a 1/4 mile radius of the Regional Office? ___ Yes ___ No

2. Is this garage secure? (Describe in detail, locks, lighting, alarm system, attendants/guards on duty, etc.). ___ Yes ___ No

3. Is this garage enclosed or is it open to the outdoors? ___ Yes ___ No

4. Is there a gate? If yes, how is it opened? ___ Yes ___ No

5. Is there an alarm system? If yes, will DOCCS employees require training? ___ Yes ___ No

6. Is there an attendant or guard on duty? ___ Yes ___ No

If yes, what are the hours of the attendant/guard or is the attendant/guard on duty 24-hours a day?

7. Is the garage open 24 hours a day, 7 days a week with 24-hour accessibility? ___ Yes ___ No

8. If applicable, will Keycards or Access keys be provided? If yes, if these are lost or stolen, will there be an additional cost? ___ Yes ___ No

9. Are you insured for theft, vandalism, terrorism and/or acts of nature? ___ Yes ___ No
If yes, please provide the name of the insurance carrier and the amount of the policy.

ATTACHMENT C

COST SHEET

**ATTACHMENT C
IFB 2012-01
PARKING GARAGE SERVICES
COST SHEET**

Bronx Regional Office
14 Bruckner Boulevard
26 Bruckner Boulevard, Bronx, NY 10454

<u>\$</u>	x	13	=	<u>\$</u>
Per Vehicle Monthly Cost				Total Monthly Vehicle Cost
 <u>\$</u>	 x	 13	 =	 <u>\$</u>
Keycard cost, if any, Per Vehicle Monthly Cost				Total Monthly Keycard Cost
 <u>\$</u>			 =	 <u>\$</u>
Total Monthly Cost + Total Keycard Cost				Total Monthly Cost
 <u>\$</u>		 12	 =	 <u>\$</u>
Total Monthly Cost	x	Months		Grand Total Yearly Cost

Amount bid includes all costs and fees, including but not limited to key card charges (if applicable), 24X7 access, security, maintenance, insurance, etc.

Contract amount will be for approximately 13 vehicles.

The number of vehicles is not guaranteed, vehicles may increase or decrease during the term of the contract at the price per vehicle per month bid.

Signature

Date

Location of garage

**ATTACHMENT C
IFB 2012-01
PARKING GARAGE SERVICES
COST SHEET**

Brooklyn Regional Offices
333 Schermerhorn Street
340 Livingston Street
350 Livingston Street, Brooklyn, NY 11217

<u>\$</u>	x	18	=	<u>\$</u>
Per Vehicle Monthly Cost				Total Monthly Vehicle Cost
 <u>\$</u>	 x	 18	 =	 <u>\$</u>
Keycard cost, if any, Per Vehicle Monthly Cost				Total Monthly Keycard Cost
 <u>\$</u>			 =	 <u>\$</u>
Total Monthly Cost + Total Keycard Cost				Total Monthly Cost
 <u>\$</u>		 12		 <u>\$</u>
Total Monthly Cost	x	Months	=	Grand Total Yearly Cost

Amount bid includes all costs and fees, including but not limited to key card charges (if applicable), 24X7 access, security, maintenance, insurance, etc.

Contract amount will be for approximately 18 vehicles.

The number of vehicles is not guaranteed, vehicles may increase or decrease during the term of the contract at the price per vehicle per month bid.

Signature

Date

Location of garage

**ATTACHMENT C
IFB 2012-01
PARKING GARAGE SERVICES
COST SHEET**

Queens Regional Office
92-36 Merrick Boulevard, Queens, NY 11433

<u>\$</u>	x	14	=	<u>\$</u>
Per Vehicle Monthly Cost				Total Monthly Vehicle Cost
 <u>\$</u>	 x	 14	 =	 <u>\$</u>
Keycard cost, if any, Per Vehicle Monthly Cost				Total Monthly Keycard Cost
 <u>\$</u>			 =	 <u>\$</u>
Total Monthly Cost + Total Keycard Cost				Total Monthly Cost
 <u>\$</u>		 12	 =	 <u>\$</u>
Total Monthly Cost	x	Months		Grand Total Yearly Cost

Amount bid includes all costs and fees, including but not limited to key card charges (If applicable), 24X7 access, security, maintenance, insurance, etc.

Contract amount will be for approximately 14 vehicles.

The number of vehicles is not guaranteed, vehicles may increase or decrease during the term of the contract at the price per vehicle per month bid.

Signature

Date

Location of garage

**ATTACHMENT C
IFB 2012-01
PARKING GARAGE SERVICES
COST SHEET**

NYC Regional Office
314 West 40th Street, New York, NY 10018

<u>\$</u>	x	36	=	<u>\$</u>
Per Vehicle Monthly Cost				Total Monthly Vehicle Cost
 <u>\$</u>	 x	 36	 =	 <u>\$</u>
Keycard cost, if any, Per Vehicle Monthly Cost				Total Monthly Keycard Cost
 <u>\$</u>			 =	 <u>\$</u>
Total Monthly Cost + Total Keycard Cost				Total Monthly Cost
 <u>\$</u>		 12	 =	 <u>\$</u>
Total Monthly Cost	x	Months		Grand Total Yearly Cost

Amount bid includes all costs and fees, including but not limited to key card charges (if applicable), 24X7 access, security, maintenance, insurance, etc.

Contract amount will be for approximately 36 vehicles.

The number of vehicles is not guaranteed, vehicles may increase or decrease during the term of the contract at the price per vehicle per month bid.

Signature

Date

Location of garage

**ATTACHMENT C
IFB 2012-01
PARKING GARAGE SERVICES
COST SHEET**

Buffalo Regional Office
460 Main Street, Buffalo, NY 14202

<u>\$</u>	x	13	=	<u>\$</u>
Per Vehicle Monthly Cost				Total Monthly Vehicle Cost
 <u>\$</u>	 x	 13	 =	 <u>\$</u>
Keycard cost, if any, Per Vehicle Monthly Cost				Total Monthly Keycard Cost
 <u>\$</u>			 =	 <u>\$</u>
Total Monthly Cost + Total Keycard Cost				Total Monthly Cost
 <u>\$</u>		 12	 =	 <u>\$</u>
Total Monthly Cost	x	Months		Grand Total Yearly Cost

Amount bid includes all costs and fees, including but not limited to key card charges (if applicable), 24X7 access, security, maintenance, insurance, etc.

Contract amount will be for approximately 13 vehicles.

The number of vehicles is not guaranteed, vehicles may increase or decrease during the term of the contract at the price per vehicle per month bid.

Signature

Date

Location of garage

ATTACHMENT D

STATE FINANCE LAW

WORKER'S COMPENSATION INSURANCE

TAX CERTIFICATION

VENDOR RESPONSIBILITY QUESTIONNAIRE

**Contractor's Certification of Compliance
with State Finance Law §139-k(5)**

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Contractor that all information provided to the Department of Corrections and Community Supervision with respect to State Finance Law §139-k is complete, true and accurate (*Contractor's Certification of Compliance with State Finance Law §139-k(5)* Attachment 1*). In addition, State Finance Law §139-j(6) requires that the Department of Corrections and Community Supervision incorporate a summary of its policy and prohibitions regarding permissible Contacts during a covered procurement.

State Finance Law §§139-j and 139-k, also imposes certain restrictions on communications between the Department of Corrections and Community Supervision and Contractors during the procurement process. Potential Contractors are restricted from making contacts from the earliest notice of intent to solicit offers pursuant to the "Invitation for Bid (IFB)" through final award and approval of the Procurement Contract by the Department of Corrections and Community Supervision and, if applicable, Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). **Regarding this IFB process you may only contact staff in the Contract Management Unit; Lucretia Bailey, Contract Management Specialist I and Jennifer Kuhn, Contract Management Specialist II. Indicate your concurrence with this requirement in Contractor's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b), Attachment 2.** Please note that during the IFB process that the Department of Corrections and Community Supervision is required to determine the responsibility of "the proposed Contractor" pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period the Contractor is debarred from obtaining governmental Procurement Contracts.

Lastly, New York State Finance Law §139-k(2) obligates the Department of Corrections and Community Supervision to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j (*Contractor's Disclosure of Prior Non-Responsibility Determinations, Attachment 3*). This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, potential Contractor must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by the Division due to: (a) a violation of State Finance to the Department of Corrections and Community Supervision. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether a Contractor fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Contractor that fails to timely disclose accurate or complete information under

this section, unless a finding is made that the award of the Procurement Contract to the Contractor is necessary to protect public property or public health safety, and that the Contractor is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

The Department of Corrections and Community Supervision must obtain the required certifications that the information in your proposal is complete, true and accurate and if any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j exist (*Contract Termination Provision, Attachment 4*).

Accordingly, all potential Contractors submitting a proposal pursuant to this IFB must provide the four attached completed certification forms with their proposal.

**Contractor's Certification of Compliance
with State Finance Law §139-k(5)***

Contractor's Certification:

I certify that all information provided to The Department of Corrections and Community Supervision with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

**Contractor's Affirmation of Understanding of and Agreement
pursuant to State Finance Law §139-j (3) and §139-j (6) (b)**

Contractor affirms that it understands and agrees to comply with the procedures of the Department of Corrections and Community Supervision 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: _____

Contractor's Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

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

No Yes

If yes, please answer the next questions:

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

No Yes

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

No Yes

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

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

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

No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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

By: _____ Date: _____

Signature

Name: _____

Title: _____

CONTRACT TERMINATION PROVISION

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

By: _____

Signature

Name: _____

Title: _____

Date: _____

Workers' Compensation Requirements Under WCL §57

To assist the Department of Corrections and Community Supervision in enforcing Section 57 of the Workers' Compensation Law, organizations entering into contracts with the Department of Corrections and Community Supervision should provide ONE of the following forms:

Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (CE-200); or

Certificate of Workers' Compensation Insurance (C-105.2) (the business' insurance carrier will send this form to the government entity upon request) Please Note: The State Insurance Fund provides its own version of this form, the U-26.3; or

Certificate of Worker's Compensation Self-Insurance (SI-12) (the business calls the Board's Self- Insurance Office at 518-402-0247); or

Certificate of Group Worker's Compensation Self-Insurance (GSI-105.2) (the business' Group Self- Insurance Administrator will send this form to the government entity upon request).

The certificate of exemption, Form CE-200 should only be used to show a government agency that the business is not required to obtain New York State workers' compensation and/or disability benefits insurance. Form CE-200 may not be used to "prove exemption" from workers' compensation and/or disability benefits insurance to another business or that business's insurance carrier.



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	
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

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.



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.

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



Telephone assistance

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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)

VendRep System Checklist

Steps to Start & Effectively Use the VendRep System

Use this checklist to ensure that all required steps are complete when enrolling your Business Entity in the Office of the State Comptroller (OSC) Online Services, which will allow you to complete and certify an online vendor responsibility questionnaire on the New York State VendRep System. It may be helpful to print this checklist.

Description	Complete
<p>Step 1. Enroll in the OSC Online Services</p> <p>Go to https://portal.osc.state.ny.us/wps/portal and click "Enroll Now." To enroll in OSC Online Services you will need:</p> <ul style="list-style-type: none"> • Vendor Name: Legal Business Name • Vendor ID: New York State Vendor Identification Number <p><i>Note: The Vendor ID is <u>not</u> the Taxpayer ID Number.</i></p> <p>If you do not currently have a NYS Vendor ID, contact the OSC Helpdesk at 518-408-4672, 866-370-4672 or ciohelpdesk@osc.state.ny.us.</p>	<input type="checkbox"/>
<p>Step 2. Create User Password</p> <p>You will receive two e-mails from OSC providing instructions for secure access to the New York State VendRep System. Follow the instructions and link provided in the email to create a new password.</p>	<input type="checkbox"/>
<p>Step 3. Create Additional Users and Assign VendRep Roles</p> <p>To complete and certify a Vendor Responsibility Questionnaire, you must assign each of the following roles to one or more users:</p> <ul style="list-style-type: none"> • Administrator • Contributor • Certifier <p>You must determine each user's appropriate role assignment. Any user may have more than one role assigned.</p>	<input type="checkbox"/>
<p>Step 4. Log into the VendRep System and complete Basic Vendor Data</p> <p>https://portal.osc.state.ny.us/wps/portal</p> <p><i>Note: The user must have the "Administrator" role to complete Basic Vendor Data.</i></p> <p>This information determines the type of Vendor Responsibility Questionnaire that is provided to the entity to complete, i.e., For Profit or Not-For-Profit and whether the business entity bids on construction contracts.</p>	<input type="checkbox"/>
<p>Step 5. Complete a Vendor Responsibility Questionnaire</p> <p><i>Note: The user(s) must have a "Contributor" role to start or answer a questionnaire.</i></p> <p>From either the Summary or Home page, go to the Forms section and select "Start New" to begin answering the questionnaire. Each question in a section must be answered for the section to be complete. When each section is complete, the option to certify the questionnaire will be available at the bottom of the Form Overview page.</p>	<input type="checkbox"/>
<p>Step 6. Certify a Vendor Responsibility Questionnaire</p> <p><i>Note: The user must have a "Certifier" role to certify the questionnaire.</i></p> <p>The Certifier must review the responses, confirming the information is truthful, accurate and complete. To certify the questionnaire responses, the assigned user clicks the "Certify" button at the bottom of the Overview page and then selects "Certify Responses" to complete the online questionnaire.</p> <p><i>Authorized State contracting entity users will not be able to view the questionnaire until a Certifier has completed Step 6.</i></p>	<input type="checkbox"/>

If there are any questions, contact the OSC Help Desk at 518-408-4672, 866-370-4672 or ciohelpdesk@osc.state.ny.us.