

**NEW YORK STATE DEPARTMENT OF HEALTH**

An Invitation for Bid for

The Special Supplemental Nutrition Program for Women, Infants and Children (WIC)

IFB No. 1209260854

WIC Check Stock

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Schedule of Key Events

IFB Release Date	January 8, 2013
Bidders Conference Registration Deadline (2:00 P.M.)	January 25, 2013
Bidders Conference (11:00 A.M.)	January 28, 2013
Deadline for Submission of Questions (by 5:00 P.M.)	February 1, 2013
Written Questions and Answers Release Date	February 15, 2013
Bid Due Date (by 2:00 P.M.)	February 25, 2013
Public Bid Opening (2:15 P.M.)	February 25, 2013
Estimated Award Selection Date	June 1, 2013
Anticipated Contract Start Date	August 1, 2013

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

### **DESIGNATED CONTACTS:**

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

Joseph Zeccolo  
Bureau of Contracts  
New York State Department of Health  
Room 2266, Corning Tower, Empire State Building  
Albany, New York 12237  
Phone: 518-474-7896 Fax: 518-486-3680  
E-mail: [dohmisc@health.state.ny.us](mailto:dohmisc@health.state.ny.us)

### **Permissible Subject Matter Contacts:**

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

James Featherstone  
Bureau of Supplemental Food Programs  
Division of Nutrition  
NYS Department of Health  
150 Broadway, Suite 650  
Albany, NY 12204  
Email: [checkstockifb@health.state.ny.us](mailto:checkstockifb@health.state.ny.us)

Debbie McIntosh  
Bureau of Supplemental Food Programs  
Division of Nutrition  
NYS Department of Health  
150 Broadway, Suite 650  
Albany, NY 12204  
Email: [checkstockifb@health.state.ny.us](mailto:checkstockifb@health.state.ny.us)

*For further information regarding these statutory provisions, see the Lobbying Statute summary in Section E, 10 of this solicitation.*

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**A. INTRODUCTION**

The New York State Department of Health (DOH) is seeking bids for the provision of WIC check stock. The DOH is responsible for the requirements specified herein and for the evaluation of proposals. It is the intention of the State to enter into a contract for a term of two years beginning on or about August 1, 2013.

The Special Supplemental Nutrition Program for Women, Infants and Children (WIC) is administered in New York State by the Bureau of Supplemental Food Programs within the DOH's Division of Nutrition. Check stock obtained through this procurement will be shipped to approximately 200 sites statewide and used in laser printers at approximately 500 statewide locations to produce MICR readable checks. Detailed product requirements are provided below in the section "WIC Check Stock Specifications."

**B. BACKGROUND**

The WIC Program serves low-income pregnant, postpartum, and breastfeeding women, infants, and young children who are at nutritional risk due to medical conditions or inadequate dietary intake. WIC is an adjunct to health care, providing nutrition education and prescribed food packages to the targeted population. In New York State, 93 WIC local agencies are under contract to provide services to over 530,000 persons per month at 500 clinics statewide. These agencies include hospitals, health clinics, city and county health departments, and community action programs. Printing and distribution of checks for purchasing food occurs at these WIC local agencies.

**C. WIC CHECK STOCK SPECIFICATIONS**

**1. ESTIMATED QUANTITY**

30 million sheets – Approximately 15 million sheets per year.

**2. SIZE**

8-1/2" X 11" bleeds 3 sides, two perforations, three checks per sheet; each check measures 3-2/3" x 8-1/2".

**3. STOCK**

White 24# BOND paper - must be a "Controlled" safety paper produced under tight security conditions with limited access. The paper must have toner retention treatment to enhance the fusion of variable data to the paper surface in order to deter attempted alteration.

**4. SECURITY FEATURES**

**a. FRONT OF CHECKS**

- 1) Eraser Deterrent Ink (background clearly altered if erasure is attempted).
- 2) The documents shall contain a hidden Void Pantograph that shall provide substantial protection against attempted reproduction by color and black and white copiers. The word "Void" shall appear repetitiously across the face of the checks when reproduction is attempted. The vendor may also propose an additional or alternative security feature equally effective in preventing usable check copies. This feature will be tested for effectiveness across a full range of copier settings and must be compatible with bank imaging systems. The vendor must have the ability to pattern this feature in such a manner that meets image compliance for Image Replacement Documents produced by the banking system.
- 3) There is a white area at the bottom of each check for the MICR line.

**b. BACK OF CHECKS**

- 1) A "Custom" Artificial Watermark of the WIC Logo is printed in multiple areas of each check back. These marks shall not photocopy or scan and shall be visible when held at an angle either toward or away from reflected lights. The Watermark design will be provided upon award of the bid.
- 2) Additional Security Marks: Pattern of unevenly spaced lines or other equally functional design to deter cut and paste attempts.
- 3) Printing on reverse for endorsement and program messages. Printing on reverse of check must conform to commercial code requirements of the Federal Reserve Bank.

**5. PRESSWORK**

Front prints two colors and contains prismatic printing - vertically printing the background of the document with a multi-colored void pantograph in which one color gradually fades into the next. The copy bleeds left, top and right. Back prints four lines in black. Also printed on back in white or transparent ink for the custom artificial watermark.

**6. INK**

Front: PMS 492 and PMS 309, or a visually close match. This ink, including approved densities, must match for each run of WIC checks.

Back: Black Ink for the four lines. Back also prints in white or transparent ink for the custom artificial watermark.

All inks must be heat sensitive laser ink. DOH must approve the ink colors prior to printing. Ink must be low odor, non-yellowing and be allowed a 48 hour curing / drying

time prior to shrink wrapping.

## **7. PACKING**

Check stock (three checks per sheet) is to be shrink wrapped in packages of 500 and boxed 2,000 sheets per box. Shipping containers should be clearly marked with the words "WIC FORMS."

## **8. INVENTORY**

Contractor will be required to maintain and store the lesser of three months inventory of printed check stock or printed check stock equivalent to the remainder of the estimated quantity of the contract.

## **9. DELIVERY**

Approximately 625 boxes of check stock will be needed per month. The contractor will be required to ship directly to approximately 200 individual delivery sites located throughout New York State. A listing of the current delivery sites is contained in Attachment 4. The New York State Department of Health will submit orders to the contractor by the close of business (5:00 p.m.) on the first business day following the 20th of each month. On rare occasions an emergency order requiring overnight shipping may be placed outside of this date. The first monthly order of checks will be submitted to the contractor in **August, 2013**.

## **10. DELIVERY INSTRUCTIONS**

- a.** The orders will be submitted electronically.
- b.** The orders will be broken down by:
  - WIC Site Number
  - Site name
  - Site shipping address
  - The number of boxes to be shipped to each site
- c.** The contractor will process and ship the orders to the specified locations within three (3) business days (Monday thru Friday) of receipt of the order.
- d.** Each box of check stock shipped must be traceable to a specific print lot.
- e.** The contractor will ship all orders by a traceable delivery service (i.e., UPS, Fed Ex) with expected delivery in three (3) to five (5) business days from the date of shipment.
- f.** The contractor will send approved electronic confirmation of the order to the New York State Department of Health, Division of Nutrition within three business days of complete shipment, including all tracking numbers. The format

and method of the confirmation must be in a manner satisfactory to the Department.

- g.** Shipping charges for check stock by regular ground delivery methods must be Free on Board (FOB) destination.
- h.** If a discrepancy arises with a delivery, the contractor is responsible for providing proof of delivery.

## **11. SPECIAL DELIVERIES**

There may be some rare occasions when the State will request a delivery be made by other than routine ground shipment. In these cases, the State will be responsible for the additional shipping charges incurred (as charged by the carrier). The contractor will send a separate invoice for these shipping charges. The invoice must include the shipper's weigh bill.

## **12. BILLING INSTRUCTIONS**

Payments cannot be processed by the New York State Department of Health until the contract terms have been delivered in satisfactory condition. Payment will be based on an invoice used in the supplier's normal course of business.

The contractor will send one consolidated invoice within 30 days after the close of each month, to the New York State Department of Health, Division of Nutrition; Bureau of Supplemental Food Program, Riverview Center, 150 Broadway, Suite 650, Albany, New York, 12204. The contractor will also submit an electronic spreadsheet of the invoice data to a Department of Health email address to be determined after the contract is awarded. The invoice must contain sufficient data, including, but not limited to, the following:

- WIC Site Number
- WIC Site Name
- Total by site of quantity shipped
- Grand Totals for the monthly shipment
- Total number of product shipped including associated cost

With certain exceptions, it is the Department's policy to pay all vendors/contractors providing acceptable invoices within 30 days of receipt. Agencies are urged to process vouchers expeditiously.

## **13. QUALITY CONTROL**

Prior to award, any bidder being considered for an award will be required to meet with Department of Health representatives to discuss quality control issues and back up equipment capabilities.

**14. NEGATIVES/DIGITAL FILES**

Negatives or digital copies become the property of the State of New York and are to be returned to the using agency upon completion of the job.

**15. PROOFS (SELECTED CONTRACTOR ONLY)**

The **selected** contractor will be required to submit one box (2,000 sheets) of printed check stock, perforated, packaged and labeled the same as the final product would be when delivered. This box of printed check stock is required for testing before approval of the production press run. Testing will include runs through our contracted bank's image scanning equipment to evaluate image compliance for Image Replacement Documents produced.

**16. PRODUCTION CONTROL AND PLANT SECURITY**

The contractor shall use all means required to ensure that no documents shall be lost during production or storage and that none shall be reproduced unlawfully.

All manufacturing shall be done on contractor controlled premises and shall be adequately secured to prevent damage or loss of product.

The contractor shall establish a procedure for the immediate destruction and disposal of all product not delivered or inventoried under this contract.

The contractor must notify the New York State Department of Health of any change of manufacturing location and receive security clearance from the Department for said location prior to the start of the manufacturing process. Also, if some part of the work is to be done at another location, the Department of Health must be notified before work begins and security clearance must be obtained.

The State of New York reserves the right to enter the contractor's premises at any time during business hours, prior to production and at any time during production to evaluate security at plant and storage facilities and to verify security measures. The steps detailed below are to be utilized in evaluating security measures.

**Plant Security**

The physical plant should be constructed so that the ingress and egress of the public and its employees may be controlled. In those areas where security items are maintained or manufactured, public access should be precluded.

Construction of the plant should be of a permanent nature with a minimum of fire hazards and with the ability for being secured both during and after working hours.

During working hours, those areas in which security items are maintained or manufactured should be secured with controlled access limited to employees only. Said employee is to be identified as having authority to enter the area.

After working hours, the premises should be secured with either an alarm system integrated with an enforcement agency or a duly recognized security force. In lieu of an alarm system, security guards, to be of a recognized security agency or private security personnel meeting the standards of a recognized security agency, should be sufficient to patrol the area.

In the case of manufacturing facilities, the area allocated and used for the manufacturing and/or storage of the completed product and necessary plates etc., used in the production of the item should be secured in the fashion named above for both during and after working hours.

Provisions must be made to secure and account for documents during production and storage while in the plant, and a procedure must be followed to account for the disposal of waste and overruns. All waste is to be destroyed on site under dual custody by contractor's employees.

In all of the above, inspections of the premises must indicate that the security measures are fully utilized at all times and not just merely available. Secure storage and accountability of the finished product while in the manufacturer's hands and provisions for the secure shipment of the completed items to their destination must be provided.

## **D. BID REQUIREMENTS**

### **1. MINIMUM TECHNICAL QUALIFICATIONS**

Using the Technical Response Form, bidders must submit documentation to verify they meet the following minimum requirements:

- a. Bidder must demonstrate experience of verifiable delivery to multiple locations within critical timelines;
- b. Bidder must demonstrate experience producing 20 million sheets of paper product per year for the three most recent years;
- c. Bidder must demonstrate experience working simultaneously with a minimum of three clients producing safety paper products in volume;
- d. Bidder must demonstrate the ability to meet the requirements stated under Section C.16 Production Control and Plant Security of this IFB by providing a description of the following items:
  - Procedure to limit access to production and storage areas to authorized persons; and

- Security provisions to prevent unauthorized access after working hours; and
  - Procedure to account for any production overruns or waste and to ensure destruction of any unused product.
- e. Bidder must guarantee that prices quoted are the lowest offered to any governmental or commercial customer;
- f. Bidder must also agree to the licensing and copyright terms described in the Technical Response Form; and
- g. Bid Safety Stock Samples: Bids must be accompanied by a sample (or samples) printed on safety stock. Samples must show evidence of the bidder's ability to produce secure documents by illustrating each of the following features:
- Hidden Void Pantograph
  - Pattern of Unevenly Spaced Lines (or functionally equivalent design) to deter photocopying
  - Multi-color prismatic printing

If the bidder cannot provide a single sample illustrating all features, the bidder may submit multiple samples (i.e., different types of documents) to illustrate the various features.

**FAILURE TO SUBMIT SAMPLES WITH BID WILL BE SUFFICIENT REASON FOR REJECTION.**

**2. EVALUATION and SELECTION METHOD**

At the discretion of the Department of Health, all bids may be rejected. The State will award the contract to the responsible and responsive bidder who offers the lowest total bid.

In the event of a tie, the determining factor(s) for award, in descending order of importance, will be:

- Minority/Women-owned Business Enterprise (MWBE) utilization
- Past experience
- References

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

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

In order to be considered responsible and responsive, the bid must include all Invitation for Bid (IFB) required documents and meet the minimum qualifications as stated in the IFB. Bids that do not meet the minimum qualifications will not be considered for award.

### **3. COST PROPOSALS**

The bid price will be per unit and include all customs duties and charges and be net Free on Board (FOB) destination, including all costs necessary or incidental to proper execution of job including inside delivery to approximately 200 sites throughout New York State (See Attachment 4).

### **4. SURETY BOND**

At any time upon the request of the Department of Health, the bidder being considered for award or the contractor shall, within fifteen days of request and at its own cost and expense, obtain and maintain in full force and effect for sixty days after contract expiration:

- an irrevocable documentary **LETTER OF CREDIT** with a bank authorized to do business in the State of New York, OR
- a **PERFORMANCE BOND** signed by a surety company authorized to do business in the State of New York, OR
- a **PAYMENT BOND** signed by a surety company authorized to do business in the State of New York, in the amount of 75% of the estimated contract value for the faithful performance of the contract.

All issuers are subject to the approval of the Department of Health. The **LETTER OF CREDIT, PERFORMANCE BOND, PAYMENT BOND, etc.**, shall name as beneficiary the State of New York, Department of Health and may be invoked to the benefit of the State of New York, Department of Health, upon delivery of a certified statement to the issuing bank or surety company that the contractor has failed to perform pursuant to the terms and conditions of its contract with the State of New York. The Surety bond shall be delivered to the State of New York, Department of Health, within fifteen days from the date it is requested.

## **E. ADMINISTRATIVE**

### **1. ISSUING AGENCY**

This Invitation for Bid (IFB) is a solicitation issued by the New York State Department

of Health. The Department is responsible for the requirements specified herein and for the evaluation of all bids.

## 2. INQUIRIES

Any questions concerning this solicitation should be submitted in writing by 5:00 P.M. on the date indicated on the cover of this IFB. Questions should be submitted via an email to [checkstockifb@health.state.ny.us](mailto:checkstockifb@health.state.ny.us) or by delivery to the following address:

James Featherstone  
Bureau of Supplemental Food Programs  
Division of Nutrition  
NYS Department of Health  
150 Broadway – Suite 650  
Albany, New York 12204-2719

Telephone calls regarding this IFB will not be accepted. Questions received in advance of the Bidders' conference will be addressed at the conference. A copy of the questions and answers, as well as any IFB updates and or modifications related to this IFB, as submitted to the Division of Nutrition or discussed at the Bidders' conference, will be provided in writing to all Bidders who attend the Bidders' conference and will be posted on the Department of Health's website at <http://www.health.ny.gov/funding/> by the date indicated on the cover of this IFB. Any answers to questions provided during the Bidders' conference will not be considered final until they are released in writing.

## 3. BIDDERS' CONFERENCE

A Bidders' Conference will be held at Riverview Center, 150 Broadway, Albany, New York 12204 on the date indicated on the cover of this IFB. Attendance at the Bidders' Conference is limited to two representatives of each bidder. Reservations must be made 24 hours in advance of the conference by calling (518) 402-7096, in order to attend. The purpose of the conference is to provide information concerning the Invitation for Bids that may be helpful in the preparation of proposals and to answer any questions regarding the Invitation for Bids. Attendance at the Bidders' Conference is not required to submit a bid.

## 4. SUBMISSION OF BIDS

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

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

Prepare your bid on the attached forms using indelible ink. Print the name of your

company on each page of the bid in the block provided.

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

Bids must be enclosed in two separate, sealed envelopes and should be marked “BID ENCLOSED” and labeled with the BID NUMBER and the BID OPENING DATE on the outside of the envelope. One envelope should be labeled “Technical Response” and one envelope should be labeled “Cost Proposal.” The contents of the two envelopes are listed below. The two bid envelopes should be packaged together, along with the safety stock sample. Interested vendors should submit two (2) originals and three (3) signed copies of their bid no later than **2:00 P.M.** on the date indicated on the cover of this IFB to the following address:

**Bureau of Supplemental Food Programs  
Division of Nutrition  
NYS Department of Health  
150 Broadway, Suite 650  
Albany, NY 12204-2719  
ATTENTION: James Featherstone / Bid Enclosed**

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

- Technical Response Envelope (see below)
- Cost Proposal Envelope (see below)
- Safety Stock Sample (see Section D: Bid Requirements, Bid Safety Stock Samples description)

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

- Two signed originals and three copies of the “Cover Sheet” (Attachment 5)
- Two signed originals and three copies of the “Technical Response Form” and any attached materials (Attachment 6) (Mandatory)
- Two originals and three copies of the Reference Submission Form (Attachment 7) (Mandatory)
- Two signed originals and three copies of the “Vendor Responsibility Attestation” (Attachment 1) or completed “Vendor Responsibility Questionnaire” (Attachment 16)

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

- Two signed originals and three copies of the “NYS Department of Health Lobbying Form” (Attachment 8) (Mandatory)
- Two signed originals and three copies of the “Cost Proposal” (Attachment 9) (Mandatory)
- Two signed originals and three copies of the “M/WBE Utilization Plan (Attachment 11) (Mandatory)

**Bidders assume all risks for timely, properly submitted deliveries.** Bidders are strongly encouraged to arrange for delivery of bids to DOH **prior to** the date of the bid opening. Bidders must allow extra time to comply with the security procedures in effect at the Riverview Center building when hand delivering bids or delivering by independent courier services. **LATE BIDS will be rejected. E-mail and facsimile bid submissions are not acceptable and will not be considered.**

- The Lobbying Form must be filled out in its entirety.
- The responsible corporate officer for contract negotiation must be listed. This document must be signed by the responsible corporate officer.
- All evidence and documentation requested under Section D, Bid Requirements must be provided at the time the proposal is submitted.

### **NOTICE TO NON-BIDDERS:**

**If your company elects NOT to submit a bid, you are requested to complete and return a copy of the “No-Bid Form” (Attachment 10) to the address above.**

#### **a. PUBLIC BID OPENING**

Bid packages will be opened on the date and time indicated on the cover of this IFB in the offices of the Division of Nutrition (Riverview Center, 150 Broadway Suite 650, Albany, NY 12204-2719). Bidders are welcome to send up to two representatives to witness the package openings. There will be at least two representatives from the State present at the opening.

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

- Verification of all calculations on the Bid Sheets.
- Opening and pass/fail review of the bidders’ technical proposals.
- Review of Bid Forms and Vendor Responsibility Attestation forms for completeness and signature.

- o Submission of documentation of the contractor selection process to State executive staff and receipt of their approval.

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

**b. BID DEVIATIONS**

If your bid differs from the specifications, explain such deviation(s) or qualification(s); and if necessary, attach a separate sheet.

The offer of pricing information is voluntary but every offer shall be firm and not revocable for a period of 365 days or until released by the state, whichever occurs first.

Manufacturers choosing not to bid are asked to submit a No-Bid form (Attachment 10 of this IFB) to the above address by the Bid Due date and time indicated on the cover of this IFB.

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

- a. Reject any or all proposals received in response to the IFB;
- b. Withdraw the IFB at any time, at the agency's sole discretion;
- c. Make an award under the IFB in whole or in part;
- d. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the IFB;
- e. Seek clarifications and revisions of proposals;
- f. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the IFB;
- g. Prior to the *bid opening*, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- h. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent IFB amendments;
- i. Change any of the scheduled dates;
- j. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
- k. Waive any requirements that are not material;

- l. Negotiate with the successful bidder within the scope of the IFB in the best interests of the state;
- m. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
- n. Utilize any and all ideas submitted in the proposals received;
- o. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 365 days from the bid opening; and,
- p. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

**6. PAYMENT**

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

**Program Development and Support Unit  
Bureau of Supplemental Food Programs  
Division of Nutrition  
NYS Department of Health  
150 Broadway, Suite 650  
Albany, NY 12204-2719**

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. 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](http://www.osc.state.ny.us/epay/index.htm), by Email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-474-6019. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers 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.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9 must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller

Bureau of Accounting Operations  
Warrant & Payment Control Unit  
110 State Street, 9<sup>th</sup> Floor  
Albany, NY 12236

Payment of such invoices and/or vouchers by the State (New York State Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms are specified under Section C, Item 12 (BILLING INSTRUCTIONS) of this IFB.

**7. TERM OF CONTRACT**

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

This agreement may be canceled at any time by the Department of Health giving to the contractor not less than thirty (30) days written notice that on or after a date therein specified this agreement shall be deemed terminated and canceled.

Prices or discounts quoted are to be firm for the entire period of the contract. Price escalation or discount reduction will not be allowed and is specifically excluded from the terms and conditions of the Invitation for Bid, its specifications and subsequent contract award. Price decreases or discount increases are permitted at any time.

**8. DEBRIEFING**

Once an award has been made, bidders may request a debriefing of their proposal. Please note the debriefing will be limited only to the strengths and weaknesses of the bidder's proposal, and will not include any discussion of other proposals. Requests must be received no later than ten (10) business days from date of award or non-award announcement.

**9. PROTEST PROCEDURES**

In the event unsuccessful bidders wish to protest the award resulting from this IFB, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at: [http://www.osc.state.ny.us/agencies/gbull/g\\_232.htm](http://www.osc.state.ny.us/agencies/gbull/g_232.htm).

**10. VENDOR RESPONSIBILITY QUESTIONNAIRE**

New York State Procurement Law requires that state agencies award contracts only to

responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire (Attachment 17). To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Bidders must also complete and submit the Vendor Responsibility Attestation (Attachment 1).

## **11. LOBBYING STATUTE**

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, provides, among other things, the following as pertains to development of procurement contracts with governmental entities:

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

- j. increases the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
- k. establishes the Advisory Council on Procurement Lobbying.

Generally speaking, two related aspects of procurements were amended: (i) activities by the business and lobbying community seeking procurement contracts (through amendments to the Legislative Law) and (ii) activities involving governmental agencies establishing procurement contracts (through amendments to the State Finance Law).

Additionally, a new section 1-t was added to the Legislative Law establishing an Advisory Council on Procurement Lobbying (Advisory Council). This Advisory Council is authorized to establish the following model guidelines regarding the restrictions on contacts during the procurement process for use by governmental entities (see Legislative Law §1-t (e) and State Finance Law §139-j). In an effort to facilitate compliance by governmental entities, the Advisory Council has prepared model forms and language that can be used to meet the obligations imposed by State Finance Law §139-k, Disclosure of Contacts and Responsibility of Offerers. Sections 139-j and 139-k are collectively referred to as "new State Finance Law."

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

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

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

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

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

#### **14. NEW YORK STATE TAX LAW SECTION 5-A (ATTACHMENTS 2 AND 3)**

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

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to an offerer meeting the registration requirements but who is not so registered in accordance with the law.

Contractor must complete and submit directly to the New York State Taxation and Finance, Contractor Certification Form ST-220-TD attached hereto (Attachment 3). Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new form (ST-220-TD) must be filed with DTF.

Contractor must complete and submit to the Department of Health the form ST-220-CA attached hereto (Attachment 2), certifying that the contractor filed the ST-220-TD with DTF. Failure to make either of these filings may render an offerer non-responsive and non-responsible. Offerers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

**15. PIGGYBACKING**

New York State Finance Law section 163(10)(e) (see also <http://www.ogs.state.ny.us/procurecounc/pdfdoc/pgbcl288.pdf>) allows the Commissioner of the NYS Office of General Services to consent to the use of this contract by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor's consent.

**16. CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY AND WOMAN OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN**

**NEW YORK STATE LAW**

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Health recognizes its obligation to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of New York State Department of Health contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that New York State Department of Health establish goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

**Business Participation Opportunities for MWBEs**

For purposes of this solicitation, New York State Department of Health hereby establishes an overall goal of 20% for MWBE participation, 10% for Minority-Owned

Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). A contractor (“Contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that New York State Department of Health may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>.

For guidance on how New York State Department of Health will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and New York State Department of Health may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a bidder on the Contract (“Bidder”) agrees to submit the following documents and information as evidence of compliance with the foregoing:

- A. Bidders are required to submit a MWBE Utilization Plan on Form #1 with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to New York State Department of Health.
- B. New York State Department of Health will review the submitted MWBE Utilization Plan and advise the Bidder of New York State Department of Health acceptance or issue a notice of deficiency within 30 days of receipt.
- C. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the DOH, [address phone and fax information], a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by New York State Department of Health to be inadequate, New York State Department of Health shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form #2. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- D. New York State Department of Health may disqualify a Bidder as being non-responsive under the following circumstances:
  - a) If a Bidder fails to submit a MWBE Utilization Plan;
  - b) If a Bidder fails to submit a written remedy to a notice of deficiency;
  - c) If a Bidder fails to submit a request for waiver; or
  - d) If New York State Department of Health determines that the Bidder has

failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to New York State Department of Health, but must be made prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report on Form #3 to the New York State Department of Health address, phone and fax information, by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

#### Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor 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 it and any 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, shall undertake or continue 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, equal opportunity 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. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid a staffing plan (Form #4) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to the New York State Department of Health, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will 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.

**Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or**

**such other actions or enforcement proceedings as allowed by the Contract.**

## **F. APPENDICES**

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

- APPENDIX A – Standard Clauses for All New York State Contracts
- APPENDIX B – The “Invitation for Bids” Document
- APPENDIX C – Proposal

The Bidders proposal (if selected for award), including any Bid Forms and all proposal requirements.

- APPENDIX D – General Specifications
- APPENDIX E

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

- Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:
  - **CE-200**, 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; OR
  - **C-105.2** – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
  - **SI-12** – Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance.
- Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:
  - **CE-200**, 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; OR

- **DB-120.1** – Certificate of Disability Benefits Insurance
- **DB-155** – Certificate of Disability Benefits Self-Insurance
- APPENDIX G – Notices
- APPENDIX M – Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures
- APPENDIX X – Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

### **CONFLICT OF TERMS AND CONDITIONS**

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

1. Appendix A (Standard Clauses for New York State Contracts)
2. Appendix B ( The “Invitation for Bids” document)
3. Appendix C (The selected bidder’s proposal)
4. Any added Contract/Clarification Documents
5. Appendix D (NYS DOH General Specifications)
6. Appendix G Notices
7. Appendix M

### **G. ATTACHMENTS**

Attachment 1	Vendor Responsibility Attestation
Attachment 2	Form ST220-CA: Contractor Certification to Covered Agency
Attachment 3	Form ST-220-TD: Contractor Certification to NYS Tax and Finance
Attachment 4	New York State WIC Local Agency Delivery Addresses
Attachment 5	Cover Sheet
Attachment 6	Technical Response Form
Attachment 7	Reference Submission Form
Attachment 8	Bid Form
Attachment 9	Cost Proposal
Attachment 10	No-Bid Form
Attachment 11	M/WBE Utilization Plans
Attachment 12	Appendix A Standard Clauses for NYS Contracts
Attachment 13	Appendix D General Specifications
Attachment 14	Appendix G Notices
Attachment 15	Appendix X
Attachment 16	Vendor Responsibility Questionnaire – For Profit Business Entity

**ATTACHMENT 1 – VENDOR RESPONSIBILITY ATTESTATION**

## Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section E, Administrative, 8. Vendor Responsibility Questionnaire, I hereby certify:

**Choose one:**

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

Signature of Organization Official: \_\_\_\_\_

Print/type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**ATTACHMENT 2 – FORM ST-220-CA: CONTRACTOR CERTIFICATION TO  
COVERED AGENCY**

An electronic fill-in version of the *NYS Taxation and Finance Contractor Certification Form ST-220-CA* can be found at:

[http://www.tax.ny.gov/forms/form\\_number\\_order\\_st\\_y.htm](http://www.tax.ny.gov/forms/form_number_order_st_y.htm)

**ATTACHMENT 3 – FORM ST-220-TD: CONTRACTOR CERTIFICATION TO NYS TAX AND FINANCE**

An electronic fill-in version of the *NYS Taxation and Finance Contractor Certification Form ST-220-TD*, can be found at:

[http://www.tax.ny.gov/forms/form\\_number\\_order\\_st\\_y.htm](http://www.tax.ny.gov/forms/form_number_order_st_y.htm)

**ATTACHMENT 4 – NEW YORK STATE WIC LOCAL AGENCY DELIVERY  
ADDRESSES**

<b>Code</b>	<b>WIC Delivery Site Name</b>	<b>Site Street</b>	<b>City</b>	<b>Zip</b>
200-01	Women's Health Ctr WIC	220 Green St	Albany	12202
201-02	WIC Warren County Muncipal Center	1340 State Route 9	Lake George	12845
202-01	Whit M Young Jr Hlth Ctr WIC	920 Lark Dr. and Arbor Drives	Albany	12207
203-01	CEO - Greater Capital Region WIC	2328 5th Ave, 2nd Fl	Troy	12180
204-03	Cornell Coop. Ext.WIC	1044 State Street 1st Flr	Schenectady	12307
205-01	Madison Co WIC	603 Seneca St, Suite 4	Oneida	13421
205-02	Herkimer WIC	401 East German St	Herkimer	13350
206-01	Fulmont Comm Action WIC	20 Park Street	Fonda	12068
206-04	Fulmont Community Action WIC	53 Church Street	Gloversville	12078
207-01	Delaware Oppor WIC	35430 State Highway 10	Hamden	13782
208-01	Schoharie Co. CAP WIC	795 East Main Street	Cobleskill	12043
209-01	Oppor. for Chenango WIC	44 West Main St	Norwich	13815
210-01	Opportunities Otsego WIC	3 West Broadway	Oneonta	13820
211-01	Cath Char of Columbia WIC	431 East Allen Street	Hudson	12534
211-07	St. Patricks Acadamy Convent WIC	82 Woodland Avenue	Catskill	12414
212-01	Washington County WIC	411 Lower Main Street	Hudson Falls	12839
213-01	Cayuga Co WIC Program	157 Genesee St	Auburn	13021
214-01	Oswego Co Oppor. WIC	10 George Street	Oswego	13126
215-01	Jordan Health Link WIC	273 Upper Falls Boulevard	Rochester	14605
216-01	Canandaigua-SPCC WIC	79 S. Main Street	Canandaigua	14424
216-02	Finger Lakes WIC - Newark	513 West Union Street	Newark	14513
217-01	Cortland Co Comm Act WIC	32 North Main Street	Cortland	13045
218-01	Tioga Opportunities WIC	110 Central Ave	Owego	13827
219-01	Oneida Co WIC Program	617 South Street	Utica	13501
219-02	Oneida Co WIC Program - Rome	301 W. Dominick St.	Rome	13440
220-01	Onondaga Co Health Dept WIC	375 West Onondaga St	Syracuse	13202
220-02	North Area WIC-Onondaga	7608 Oswego Road	Liverpool	13090
221-02	Broome Co Health Dept WIC	225 Front St	Binghamton	13905
222-01	NCCC - Jefferson Co WIC	238 Arsenal Street	Watertown	13601
222-08	NCCC - Lewis County WIC	7785 North State St	Lowville	13367
222-15	NCCC - St Lawrence Co WIC	3 Remington Ave	Canton	13617
222-29	NCCC - Franklin Co WIC	44 Catherine St	Malone	12953
223-01	Essex Co Health Dept WIC	132 Water St	Elizabethtown	12932
224-01	Clinton Co Hlth Dept WIC	133 Margaret Street	Plattsburgh	12901
225-01	Tompkins Co Hlth Dept WIC	55 Brown Road	Ithaca	14850
226-01	St Regis Mohawk Hth Svcs WIC	412 State Route 37	Hogansburg	13655
227-01	Hamilton Co Nursing Svcs WIC	139 White Birch Lane	Indian Lake	12842
229-01	Cattaraugus Co Hlth Dept WIC	1 Leo Moss Drive	Olean	14760
231-01	Niagara Falls Cath Char WIC	237 4th Street	Niagara Falls	14303
231-02	Kenmore Cath Char WIC	3370 Delaware Avenue	Kenmore	14217
231-04	Lockport Cath Char WIC	Market at Main	Lockport	14094
231-11	Seton Profession Bldg WIC	2121 Main Street	Buffalo	14214
231-12	South Buffalo WIC	200 Cazenovia Street	South Buffalo	14210
231-16	Northwest Comm Ctr WIC	155 Lawn Ave, Room 306	Buffalo	14207
231-18	Harlem Road WIC	3527 Harlem Road Suite 8	Buffalo	14225
231-19	Genesee Street WIC	930 Genesee Street	Buffalo	14211

Code	WIC Delivery Site Name	Site Street	City	Zip
231-20	East Eagle Street WIC	211 East Eagle Street	Buffalo	14204
231-21	Catholic Charities Western New York - Admin Site	741 Delaware Ave	Buffalo	14209
233-01	Livingston Co DOH WIC	2 Murray Hill Drive	Mt. Morris	14510
234-01	Oak Orchard WIC -Batavia	314 Ellicott St Ste 3	Batavia	14020
234-02	Oak Orchard WIC -Albion	301 West Avenue	Albion	14411
234-03	Oak Orchard WIC-Brockport	280 West Avenue	Brockport	14420
235-01	Chemung Co WIC	103 Washington Street	Elmira	14901
236-01	St Mary's Hosp-Monroe WIC	89 Genesee St	Rochester	14611
236-02	Waring Plaza-Monroe WIC	250 Waring Rd	Rochester	14609
236-08	Monroe County WIC	691 St. Paul Street	Rochester	14605
238-01	ProAction-Steuben Co WIC	117 East Steuben St	Bath	14810
239-01	Saratoga EOC WIC	40 New Street	Saratoga Springs	12866
240-02	New Paltz-Ulster Co WIC	6 Aaron Court, Suite 230-250	Kingston	12401
241-01	Liberty-Sullivan Co WIC	50 Community Lane	Liberty	12754
242-01	Brewster-Putnam Co WIC	1 Geneva Rd	Brewster	10509
243-01	Orange Co Health Dept WIC	33 Rte 17M	Harriman	10926
243-02	Middletown Hlth Dept WIC	33 Fulton Plaza	Middletown	10940
244-01	Rockland Co Hlth Dept WIC	23-103 Robert Pitt Drive	Monsey	10952
244-04	Rockland Co Hlth Dept WIC	50 Sanatorium Road	Pomona	10970
245-01	Poughkeepsie-HRHC WIC	29 N Hamilton St	Poughkeepsie	12601
245-02	Peekskill-HRHC WIC	1037 Main St	Peekskill	10566
245-03	Beacon-HRHC WIC	6 Henry Street	Beacon	12508
246-01	Ossining-Open Door WIC	165 Main St	Ossining	10562
246-02	Beekman-Open Door WIC	80 Beekman Ave	Tarrytown	10591
247-01	Mt. Vernon Neighborhood WIC	107 West 4th St	Mt Vernon	10550
248-01	Sound Shore Med Ctr WIC	16 Guion Place	New Rochelle	10802
248-02	Sound Shore Med Ctr WIC	1600 East 233rd St	Bronx	10466
248-03	Sound Shore Med Ctr WIC	3401 White Plains Rd	Bronx	10467
249-01	Yonkers Dist Hlth Ctr WIC	20 South Broadway 2nd Fl	Yonkers	10701
249-02	White Plains WIC	112 East Post Rd	White Plains	10601
249-03	Portchester WIC	South Main Street	Port Chester	10573
251-01	E Harlem Council Human Svcs WIC	2253 3rd Ave, 2nd Fl	New York	10035
252-01	W. F. Ryan Hlth Ctr WIC	801 Amsterdam Avenue, 2nd Fl	New York	10025
252-03	W. F. Ryan Hlth Ctr WIC	279 East 3rd St	New York	10009
253-01	Gouverneur Hosp WIC	227 Madison St	New York	10002
253-02	Charles B. Wang CHC WIC	125 Walker St, 2nd Fl	New York	10013
255-01	NY Downtown Hosp WIC	69 Gold Street	New York	10038
255-03	NY Downtown Hosp WIC - Grand St	244 Grand Street, 4th Flr	New York	10002
256-01	StLuke Roosevelt Hosp WIC	1111 Amsterdam Ave	New York	10025
256-02	StLuke Roosevelt Hosp WIC	1000 10th Avenue	New York	10019
257-01	Harlem Health Center WIC	506 Lenox Avenue	New York	10037
257-02	Council Health Center WIC	1727 Amsterdam Ave.	New York	10031
261-01	North Central Bronx WIC	3424 Kossuth Ave, RM 3G06	Bronx	10467
261-02	Jacobi Hospital WIC	1400 Pelham Pkwy South	Bronx	10461
262-01	NY Presbyterian WIC - Nagle	68 Nagle Ave	New York	10040
262-04	NY Presbyterian WIC - Washington Heights	549 W 180th Street	New York	10033

<b>Code</b>	<b>WIC Delivery Site Name</b>	<b>Site Street</b>	<b>City</b>	<b>Zip</b>
262-05	NY Presbyterian WIC High Risk - 168th St.	622 West 168th St	New York	10032
264-01	Freeman House-Fam Pr WIC	1125 Grand Concourse	Bronx	10452
264-03	Morrisania WIC - S Bronx	856 Longwood Avenue	Bronx	10459
264-04	Morrisania WIC Program	1225 Gerard Ave	Bronx	10452
265-01	St Barnabas Union Hosp WIC	2021 Grand Concourse	Bronx	10453
265-02	Union Clinic WIC	4487 3rd Avenue	Bronx	10457
265-03	WIC Union Community Hlth	260 East 188th Street	Bronx	10458
267-01	Bronx Lebanon Hosp Ctr WIC	21 East Mt Eden Avenue	Bronx	10452
269-01	Morris Heights Hlth WIC	85 West Burnside Ave	Bronx	10453
269-02	Morris Heights Hlth WIC - Walton	25 East 183rd St	Bronx	10453
269-03	Morris Heights WIC Program - St. Ann's	625 E. 137th Street	Bronx	10454
270-01	Westchester Square WIC	22 Westchester Square	Bronx	10461
270-02	Fordham Plaza WIC	4782 3rd Ave	Bronx	10458
270-03	Montefiore Comp Hth WIC	432 East 161 St	Bronx	10451
273-01	Urban Health Plan Inc WIC	1070 Southern Blvd	Bronx	10459
273-02	Corona WIC - Urban Health Plan	37-16 108th St	Queens	11368
274-01	Maimonides Med Ctr WIC	5613 Fort Hamilton Pkwy	Brooklyn	11219
275-01	Jamaica Hosp Med Ctr WIC	134-20 Jamaica Ave	Jamaica	11418
276-01	Queens Hospital WIC	114-02 Guy R Brewer Blvd	Jamaica	11434
276-03	Queens Hospital WIC	82-68 164th St Trlr A	Jamaica	11432
278-01	Bedford Stuyvesnt FHC WIC	20 New York Avenue	Brooklyn	11216
279-01	Brownsville Multi Svc WIC	408 Rockaway Ave	Brooklyn	11212
280-01	Brookdale WIC Program	465 New Lots Ave	Brooklyn	11207
281-01	Bushwick WIC	335 Central Ave 1st Flr	Brooklyn	11221
281-02	Ocean Avenue WIC	2555 Ocean Ave	Brooklyn	11229
281-03	East Tremont WIC	517-519 East Tremont Ave	Bronx	10457
281-05	Corona WIC	103-24 Roosevelt Ave	Corona	11368
281-10	PHS Jamaica WIC	90-40 160th St	Jamaica	11432
281-12	Astoria WIC	12-26 31st Ave	Astoria	11106
281-13	Ridgewood WIC	853 Onderdonk Ave	Ridgewood	11385
281-14	PHS New York City Neighborhood WIC Admin	40 Worth, 5th Floor WIC	New York	10013
281-15	Flushing WIC	133-30 37th Ave	Flushing	11354
281-19	Metropolitan WIC	387 Graham Ave	Brooklyn	11211
283-01	Sunset Park Fam Hlth Ctr WIC	6025 6th Ave	Brooklyn	11220
283-02	Sunset Terrace WIC	514 49th St	Brooklyn	11220
283-04	Park Slope Fam Hlth WIC	220 13th St	Brooklyn	11215
285-03	Wyckoff Heights Med WIC	316A Himrod Street	Brooklyn	11237
285-06	WIC-Williamsburg	168 Division Ave	Brooklyn	11211
286-01	Brooklyn Hospital Ctr WIC	485 Coney Island Ave	Brooklyn	11218
286-02	Downtown-Bklyn Hosp WIC	121 DeKalb Ave	Brooklyn	11201
286-03	Brooklyn Hospital Ctr WIC	1606-1608 Fulton St	Brooklyn	11213
286-04	Crown Heights WIC	495 Empire Blvd	Brooklyn	11225
286-05	WIC - Brooklyn Hospital Ctr 8th Ave Site	771 61st Street	Brooklyn	11220
287-02	Coney Island Hospital WIC	2601 Ocean Pkwy Rm 1N1	Brooklyn	11235
288-01	East NY D & T Ctr WIC	2094 Pitkin Ave	Brooklyn	11207
291-01	Kings County Hospital WIC	451 Clarkson Ave	Brooklyn	11203
291-02	Kings County WIC Program	2266 Nostrand Ave	Brooklyn	11210

<b>Code</b>	<b>WIC Delivery Site Name</b>	<b>Site Street</b>	<b>City</b>	<b>Zip</b>
291-03	WIC Kings County @ Church	4302 Church Avenue	Brooklyn	11203
293-01	JP Addabbo Hlth Ctr WIC	6200 Beach Channel Drive	Arverne	11692
293-02	Vista Medical Bldg WIC	1288 Central Ave	Far Rockaway	11691
293-03	JP Addabbo Sutphin Boulevard	114-49 Sutphin Boulevard	Jamaica	11434
294-01	ODA of Williamsburg WIC	12 Heyward St	Brooklyn	11211
295-01	Richmond Univ Med Ctr WIC	355 Bard Avenue	Staten Island	10310
296-01	Staten Island Hosp WIC	242 Mason Avenue	Staten Island	10305
296-03	WIC - Bay Street Health Clinic	57 Bay Street	Staten Island	10301
297-01	Elmhurst Hospital WIC	81-06 Baxter Avenue	Elmhurst	11373
298-01	TriCommunity Hlth Ctr WIC	1080 Sunrise Hwy	Amityville	11701
298-03	Elsie Owens Hlth Ctr WIC	82 Middle Country Rd	Coram	11727
298-04	MLK Jr Comm Health WIC	1556 Straight Path	Wyandanch	11798
298-05	Dolan Health Ctr WIC	284 Pulaski Rd	Greenlawn	11740
298-07	Brentwood Fam Health WIC	1869 Brentwood Rd	Brentwood	11717
298-08	S Brookhaven Hlth E WIC	550 Montauk Hwy	Shirley	11967
298-09	S Brookhaven Hlth W WIC	365 East Main St	Patchogue	11772
298-10	Riverhead Hlth Ctr WIC	300 Center Drive South	Riverhead	11901
298-12	Southampton Cross Family Health Center WIC	240 Meeting House Lane	Southampton	11968
298-13	Suffolk County DOH Services WIC Admin	100 Veterans Memorial Hwy	Hauppauge	11788
299-02	Freeport-Roosevelt WIC	380 Nassau Road	Roosevelt	11575
299-03	Elmont Comm Hlth Ctr WIC	161 Hempstead Turnpike	Elmont	11003
299-04	Hempstead Comm Hlth WIC	160 North Franklin Street	Hempstead	11550
299-05	New Cassel Comm Hlth WIC	682 Union Ave	Westbury	11590
299-10	Nassau County Hlt Dpt WIC	106 Charles Lindbergh Blvd	Uniondale	11553
301-01	Allegany Co Hlth Dept WIC	3453 State Route 417 Suite B	Wellsville	14895
303-01	The Greater Hudson Valley Family Health Center	147 Lake Street	Newburgh	12550
305-01	LIJ Medical Center WIC	400 Lakeville Road	New Hyde Park	11042
306-01	Yeled V' Yalda WIC	1312 38th Street, 2nd Flr	Brooklyn	11218
306-02	Yeled V' Yalda WIC	6002 Farragut Road	Brooklyn	11236
307-01	Stony Brook Fam Med WIC	181 Belle Meade Rd Ste 2	East Setauket	11733
307-02	Fam Services League WIC	1444 Fifth Avenue	Bayshore	11706
307-03	WIC - SUNY Stony Brook Hauppauge	60 Adams Avenue	Hauppauge	11788
308-01	Chautauqua County WIC Program-Dunkirk	326-328 Central Avenue	Dunkirk	14048
308-02	Chautauqua County WIC Program-Jamestown	200 Harrison Street	Jamestown	14701
310-01	Neighborhood Services WIC	161-10 Jamaica Ave, Suite 306	Queens	11432
310-02	Catholic Charities Neighborhood Services	42-71 65th Place	Woodside	11377
311-01	Catholic Charities of Rockville	38 St. John's Place	Freeport	11520
311-03	Catholic Charities of Rockville	143 Schlegel Blvd	Amityville	11701
312-01	Bellevue Hosp Ctr WIC	462 1st Avenue	New York	10016
312-02	Metropolitan Hospital WIC	1901 1st Ave, 1st Fl, Rm 1D31	New York	10029
312-04	Chinatown WIC	221-227 Canal Street	New York	10013
312-05	Sunnyside Queens WIC	49-02 Queens Boulevard	Woodside	11377
313-01	WIC - Middletown Community Health Center	140 Hammond Street	Port Jervis	12771
314-01	NBHN Woodhull Med Ctr WIC	760 Broadway	Brooklyn	11206
314-02	NBHN Cumberland D & T Ctr WIC	100 North Portland Ave	Brooklyn	11205
314-03	NBHN Greenpoint WIC	875 Manhattan Ave	Brooklyn	11222

<b>Code</b>	<b>WIC Delivery Site Name</b>	<b>Site Street</b>	<b>City</b>	<b>Zip</b>
314-04	NBHN Bushwick WIC	1420 Bushwick Ave, Rm 234	Brooklyn	11207
314-05	NBHN Williamsburg WIC	279 Graham Ave, 2nd Fl	Brooklyn	11211
315-01	Lincoln Medical Ctr WIC	234 E 149th St	Bronx	10451
315-02	Segundo Ruiz Belvis D&TC WIC	545 E 142nd St	Bronx	10454
316-01	IFH WIC North General	1879 Madison Ave	New York	10035
316-02	IFH WIC Mt. Sinai	1701 Lexington Ave	New York	10029
316-03	IFH WIC Settlement Hlth & Med	309 East 104th St	New York	10029
999-01	Division of Nutrition	150 Broadway 6th Fl West	Albany	12204

**ATTACHMENT 5 – COVER SHEET**

## Vendor Cover Sheet

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

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

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

**ATTACHMENT 6 – TECHNICAL RESPONSE FORM**

# TECHNICAL RESPONSE FORM

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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**Please answer the following questions (attach extra sheets as necessary):**

- |   |   |
|---|---|
| <p>1) Do you have experience with verifiable delivery to multiple locations within critical timelines? <b>Attach a description of how your company will meet the requirement of verified delivery and guaranteed delivery dates.</b></p>  | <p style="text-align: right;">_____ YES, _____ NO<br/>Details attached.</p> |
| <p>2) Do you have experience producing at least 20 million sheets of paper product per year for the three most recent years? <b>Attach documentation showing that your company has produced 20 million sheets equivalent product per year by providing the organization name, date of contract, type of product, and quantity produced.</b></p>   | <p style="text-align: right;">_____ YES, _____ NO<br/>Details attached.</p> |
| <p>3) Does your company have experience working simultaneously with at least three clients to produce safety paper based product in volume? <b>Complete and attach a Reference Submission Form providing three references who can attest to your company's ability to fill large orders on a timely basis.</b></p>  | <p style="text-align: right;">_____ YES, _____ NO<br/>Details attached</p>  |
| <p>4) Do you have production control and plant security measures as required in this Bid? <b>Attach a description of your production control and plant security measures. In the description, provide: a) Procedure to limit access to production and storage areas to authorized persons; b) Security provisions to prevent unauthorized access after working hours; c) Procedure to account for any production overruns or waste and to ensure destruction of any unused product.</b></p> | <p style="text-align: right;">_____ YES, _____ NO<br/>Details attached</p>  |
| <p>5) Do you agree that the State and the USDA Food and Nutrition Service reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use for Federal Government purposes, the copyright of any software and associated documentation developed under the resulting contract?</p>   | <p style="text-align: right;">_____ YES _____ NO</p>                        |
| <p>6) Do you guarantee that prices quoted for this item are the lowest offered to any governmental or commercial consumer?</p>  | <p style="text-align: right;">_____ YES _____ NO</p>                        |
| <p>7) Have you included a sample of safety stock as required in this Bid? <b>Include sample(s) with the features listed in the Bid Requirements section.</b></p>  | <p style="text-align: right;">_____ YES _____ NO</p>                        |
| <p>8) Will this item be printed by the company named on the front page of this bid?</p>   | <p style="text-align: right;">_____ YES _____ NO</p>                        |
| <p>9) City and State of Plant where checks will be printed :</p>  | <p>_____</p>  |
| <p>10) Total number of people employed by your business in New York State:</p>  | <p>_____</p>  |
| <p>11) Is your business independently owned and operated?</p>   | <p style="text-align: right;">_____ YES _____ NO</p>                        |

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
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12) Is your company a Minority or Women-Owned Business Enterprise, certified in accordance with Article 15A of the New York State Executive Law as defined below?

\_\_\_\_\_ YES \_\_\_\_\_ NO

13) Is your company listed in the Empire State Development Directory of Certified Minority and Women Owned Businesses?

\_\_\_\_\_ YES \_\_\_\_\_ NO

\*For further information and or application please contact New York State Department of Economic Development, Division of Minority and Women-Owned Business Enterprise at 518-292-5250 (Albany) or 212-803-2414 (New York City).

Check one:

- MINORITY-OWNED
- WOMEN-OWNED
- MINORITY AND WOMEN-OWNED

"Minority or Women-Owned Business Enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

- (a) at least fifty-one percent owned and controlled by the minority members and/or women;
- (b) an enterprise in which such minority and/or women ownership interest is real, substantial and continuing;
- (c) an enterprise in which such minority and/or women ownership has and exercises the authority to independently control the day-to-day business decisions; and
- (d) an enterprise independently owned, operated and authorized to do business in New York State.

NOTE: Contractors certified **and** listed in the Empire State Development's Directory of Certified Minority and Women Owned Business Enterprises\* will be identified by OGS as MBEs and/or WBEs in the OGS Contract Award Notification upon award of the contract.

14) Indicate place of manufacture of product(s) bid:  
(Indicate Yes or No for A, B and C)

A. All NYS Manufacture

\_\_\_\_\_ YES \_\_\_\_\_ NO

B. All Manufactured outside NYS

\_\_\_\_\_ YES \_\_\_\_\_ NO

C. Manufactured In NYS and Outside NYS

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes to C above, record location (State) where more than half the value is added to the product(s) bid:

State of \_\_\_\_\_

15) Where is the bidder's principal place of business? ("Principal Place of Business" is the location of the primary control, direction and management of the enterprise.)

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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<b>Bidder</b>
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16) 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: \_\_\_\_\_

17) 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: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Bidder's Signature / Date

\_\_\_\_\_/\_\_\_\_\_  
Printed name of signatory / Title

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

**Reminder: A safety stock sample must be submitted with your bid.**

**ATTACHMENT 7 – REFERENCE SUBMISSION FORM**

## REFERENCE SUBMISSION FORM

**Bidder:** \_\_\_\_\_

Bidder must demonstrate experience working simultaneously with a minimum of three clients producing safety paper products in volume.

**Note:** The references must have first-hand knowledge of the bidder's ability to fill large orders of safety paper products on a timely basis. All references must be located within the continental United States and/or Canada. The DOH-DON will contact references and document the results. Please ensure the contact information provided for each reference is accurate and up-to-date. A bidder may be made ineligible for consideration for bid award if any part of this requirement is not satisfied.

Three References (Required)
<p><b>Reference #1</b></p> <p>Name: _____</p> <p>Title: _____</p> <p>Organization Name: _____</p> <p>Phone: (____)-____-____      E-mail: _____</p>
<p><b>Reference #2</b></p> <p>Name: _____</p> <p>Title: _____</p> <p>Organization Name: _____</p> <p>Phone: (____)-____-____      E-mail: _____</p>
<p><b>Reference #3</b></p> <p>Name: _____</p> <p>Title: _____</p> <p>Organization Name: _____</p> <p>Phone: (____)-____-____      E-mail: _____</p>

**ATTACHMENT 8 – LOBBYING FORM**



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

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

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

Basis of Finding of Non-Responsibility:

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

(Add additional pages as necessary)

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

No

Yes

2b. If yes, please provide details below.

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

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

Basis of Termination or Withholding:

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

(Add additional pages as necessary)

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

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

With Bid

Upon Award

1. A completed N.Y.S Taxation and Finance Contractor Certification Form ST-220.

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

N/A

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

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

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

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

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

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

**ATTACHMENT 9 – COST PROPOSAL**

# COST PROPOSAL

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**

	<u>Unit Price</u> (per 2,000 sheets)	<u>Total</u>
<p style="text-align: center;"><u>Estimated 2 year Quantity</u></p> <p>ITEM: WIC CHECK STOCK {30,000,000 sheets }</p>	<p>\$ _____ Per 2,000 sheets</p>	<p>\$ _____ Per 30 million sheets</p>
		Date
Printed Name of Signatory		
Title		
Telephone Number		

**ATTACHMENT 10 – NO-BID FORM**

NEW YORK STATE  
DEPARTMENT OF HEALTH

**NO-BID FORM**

PROCUREMENT TITLE: WIC CHECK STOCK IFB #1209260854

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

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

---

---

---

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- Please retain our firm on your mailing list.

---

(Firm Name)

---

(Officer Signature)	(Date)
(Officer Title)	(Telephone)

---

(e-mail Address)

FAILURE TO RESPOND TO BID INVITATIONS MAY RESULT IN YOUR FIRM BEING REMOVED FROM OUR MAILING LIST FOR THIS SERVICE.

**ATTACHMENT 11 – M/WBE UTILIZATION PLAN**

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

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

M/WBE Form#1: Bidder's M/WBE Utilization Plan

M/WBE Form#2: M/WBE Waiver Request

M/WBE Form#3: QUARTERLY UPDATE - M/WBE CONTRACTOR  
COMPLIANCE & PAYMENT Report

M/WBE Form#4: M/WBE Staffing Plan

M/WBE Form#5: Equal Employment Policy Statement - Sample

M/WBE Form#6: M/WBE Workforce Employment Utilization Report

- M/WBE Form #1 -  
**New York State Department of Health**

**BIDDER/CONTRACTOR M/WBE UTILIZATION PLAN**

<b>Bidder/Contractor Name:</b>	
<b>RFP/Contract Title:</b>	<b>RFP/Contract No.</b>

Description of Plan to Meet M/WBE Goals

**PROJECTED M/WBE USAGE**

	<b>%</b>	<b>Amount</b>
<b>1. Total Dollar Value of Proposal Bid</b>	<b>100</b>	<b>\$</b>
<b>2. MBE Goal Applied to the Contract</b>		<b>\$</b>
<b>3. WBE Goal Applied to the Contract</b>		<b>\$</b>
<b>4. M/WBE Combined Totals</b>		<b>\$</b>

**New York State Department of Health  
 BIDDER/CONTRACTOR PROPOSED M/WBE UTILIZATION PLAN  
 MINORITY OWNED BUSINESS ENTERPRISE (MBE)  
 INFORMATION**

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

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

**New York State Department of Health  
 BIDDER/CONTRACTOR PROPOSED M/WBE UTILIZATION PLAN  
 WOMEN OWNED BUSINESS ENTERPRISE (WBE) INFORMATION**

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

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

- M/WBE Form #2 -

**New York State Department of Health**

**M/WBE UTILIZATION WAIVER REQUEST**

<b>Bidder/Contractor Name:</b>	
<b>RFP/Contract Title:</b>	<b>RFP/Contract #</b>

**Explanation why Bidder/Contractor is unable to meet M/WBE goals for this project:**

## New York State Department of Health QUARTERLY UPDATE M/WBE CONTRACTOR COMPLIANCE & PAYMENT REPORT

<b>Contractor Name:</b>	
<b>Contract Title:</b>	<b>Contract No.</b>

**TOTAL PROJECTED M/WBE USAGE (from original M/WBE Utilization Plan)**

	%	Amount
<b>1. Total Dollar Value Contract</b>	<b>100</b>	\$
<b>2. Planned MBE Goal Applied to the Contract</b>		\$
<b>3. Planned WBE Goal Applied to the Contract</b>		\$
<b>4. M/WBE Combined Totals</b>		\$

**ACTUAL M/WBE USAGE\* AS OF \_\_\_\_\_ (insert date)**

	%	Amount
<b>1. Total Dollar Value Completed to date</b>	<b>100</b>	\$
<b>2. MBE Utilization to date</b>		\$
<b>3. WBE Utilization to date</b>		\$
<b>4. M/WBE Combined Utilization to date</b>		\$

\* Report usage from contract start date to quarterly end-date date inserted above.

**Explain any deficiencies in attaining M/WBE goals in the space below:**

Submitted by : \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

- M/WBE Form #4 -  
 New York State Department of Health  
 M/WBE STAFFING PLAN

Check applicable categories:     Project Staff     Consultants  
     Subcontractors

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

Address \_\_\_\_\_

STAFF	Total	Male	Female	Black	Hispanic	Asian/ Pacific Islander	Other
Administrators							
Managers/Supervisors							
Professionals							
Technicians							
Clerical							
Craft/Maintenance							
Operatives							
Laborers							
Public Assistance Recipients							
<b>TOTAL</b>							

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

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

\_\_\_\_\_  
 Date

**- M/WBE Form #5 -**  
**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL**  
**EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

**M/WBE AND EEO POLICY STATEMENT**

I, \_\_\_\_\_, the (awardee/contractor) \_\_\_\_\_ agree to adopt the following policies with respect to the project being developed or services rendered at \_\_\_\_\_

**M/WBE** This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

1. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
2. Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
3. 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.
4. Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
5. 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.
6. 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.

**EEO**

(a) This organization 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.

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Signature & Date

**- M/WBE Form #6 -**  
 New York State Department of Health  
 WORKFORCE EMPLOYMENT UTILIZATION REPORT

Check applicable categories:     Project Staff     Consultants  
     Subcontractors

Contractor Name \_\_\_\_\_ Contract # \_\_\_\_\_

Staff Used on Contract for the quarter    /    /    to    /    /   

STAFF	Total	Male	Female	Black	Hispanic	Asian/ Pacific Islander	Other
Administrators							
Managers/Supervisors							
Professionals							
Technicians							
Clerical							
Craft/Maintenance							
Operatives							
Laborers							
Public Assistance Recipients							
<b>TOTAL</b>							

**Explain variances from original staffing plan submitted in the space below:**

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

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

\_\_\_\_\_  
 Date

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

**M/WBE AND EEO POLICY STATEMENT**

I, \_\_\_\_\_, the (awardee/contractor) \_\_\_\_\_ agree to adopt the following policies with respect to the project being developed or services rendered at \_\_\_\_\_

**M/WBE** This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

1. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
2. Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
3. 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.
4. Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
5. 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.
6. 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.

**EEO** (a) This organization 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**

\_\_\_\_\_20% Minority and Women’s Business Enterprise Participation

\_\_\_\_\_ % Minority Business Enterprise Participation

\_\_\_\_\_ % Women’s Business Enterprise Participation

**EEO Contract Goals**

\_\_\_\_\_ % Minority Labor Force Participation

\_\_\_\_\_ % Female Labor Force Participation

\_\_\_\_\_  
(Authorized Representative)

Title: \_\_\_\_\_

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

**ATTACHMENT 12 – APPENDIX A STANDARD CLAUSES FOR NYS CONTRACTS**

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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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](mailto: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](mailto: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.

**ATTACHMENT 13 – APPENDIX D GENERAL SPECIFICATIONS**

## APPENDIX D GENERAL SPECIFICATIONS

- A. By signing the "Bid Form" each bidder attests to its express authority to sign on behalf of this company or other entity and acknowledges and accepts that all specifications, general and specific appendices, including Appendix-A, the Standard Clauses for all New York State contracts, and all schedules and forms contained herein will become part of any contract entered, resulting from the Request for Proposal. Anything which is not expressly set forth in the specifications, appendices and forms and resultant contract, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.
- B. The work shall be commenced and shall be actually undertaken within such time as the Department of Health may direct by notice, whether by mail, e-mail, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.
- C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department, and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable, and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety shall be liable to the State of New York for any excess cost on account thereof.
- D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.
- E. The Department of Health will make no allowance or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.
- F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.
- G. The successful bidder will be required to complete the entire work or any part thereof as the case may be, to the satisfaction of the Department of Health in strict accordance with the specifications and pursuant to a contract therefore.
- H. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
- I. Non-Collusive Bidding By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
- The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
  - No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury.
- A bid shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (b) and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made or its designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of the above quoted certification.
- Any bid made to the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods, sold or to be sold, where competitive bidding is required by statute, rule or regulation and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.
- J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- K. The Department reserves the right to make awards within ninety (90) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.
- L. Any contract entered into resultant from this request for proposal will be considered a "Work for Hire Contract." The Department will be the sole owner of all source code and any software which is developed for use in the application software provided to the Department as a part of this contract.

- M. Technology Purchases Notification --The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology"
1. For the purposes of this policy, "technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc., that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.
  2. If this RFP results in procurement of software over \$20,000, or of other technology over \$50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies, PRIOR TO AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for Technology.
  3. Any contract entered into pursuant to an award of this RFP shall contain a provision which extends the terms and conditions of such contract to any other State agency in New York. Incorporation of this RFP into the resulting contract also incorporates this provision in the contract.
- N. Date/Time Warranty
1. Definitions: For the purposes of this warranty, the following definitions apply:
 

"Product" shall include, without limitation: when solicited from a vendor in a State government entity's contracts, RFPs, IFBs, or mini-bids, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are being furnished, e.g., consulting, systems integration, code or data conversion or data entry, the term "Product" shall include resulting deliverables.

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

Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.
- O. No Subcontracting Subcontracting by the contractor shall not be permitted except by prior written approval of the Department of Health. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.
- P. Superintendence by Contractor The Contractor shall have a representative to provide supervision of the work which Contractor employees are performing to ensure complete and satisfactory performance with the terms of the Contract. This representative shall also be authorized to receive and put into effect promptly all orders, directions and instructions from the Department of Health. A confirmation in writing of such orders or directions will be given by the Department when so requested from the Contractor.
- Q. Sufficiency of Personnel and Equipment If the Department of Health is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the Department shall have the authority to require the Contractor to use such additional personnel, to take such steps necessary to perform the services satisfactorily at no additional cost to the State.
- R. Experience Requirements The Contractor shall submit evidence to the satisfaction of the Department that it possesses the necessary experience and qualifications to perform the type of services required under this contract and must show that it is currently performing similar services. The Contractor shall submit at least two references to substantiate these qualifications.
- S. Contract Amendments This agreement may be amended by written agreement signed by the parties and subject to the laws and regulations of the State pertaining to contract amendments. This agreement may not be amended orally.
- The contractor shall not make any changes in the scope of work as outlined herein at any time without prior authorization in writing from the Department of Health and without prior approval in writing of the amount of compensation for such changes.
- T. Provisions Upon Default

1. In the event that the Contractor, through any cause, fails to perform any of the terms, covenants or promises of this agreement, the Department acting for and on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor
  2. If, in the judgment of the Department of Health, the Contractor acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.
- U. Upon termination of this agreement, the following shall occur:
1. Contractor shall make available to the State for examination all data, records and reports relating to this Contract; and
  2. Except as otherwise provided in the Contract, the liability of the State for payments to the Contractor and the liability of the Contractor for services hereunder shall cease.
- V. Conflicts If, in the opinion of the Department of Health, (1) the specifications conflict, or (2) if the specifications are not clear as to (a) the method of performing any part of the work, or as to (b) the types of materials or equipment necessary, or as to (c) the work required to be done in every such situation, the Contractor shall be deemed to have based his bid upon performing the work and furnishing materials or equipment in the most inexpensive and efficient manner. If such conflicts and/or ambiguities arise, the Department of Health will furnish the Contractor supplementary information showing the manner in which the work is to be performed and the type or types of material or equipment that shall be used.
- W. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT The New York State Department of Health recognizes the need to take affirmative action to ensure that Minority and Women Owned Business Enterprises are given the opportunity to participate in the performance of the Department of Health's contracting program. This opportunity for full participation in our free enterprise system by traditionally, socially and economically disadvantaged persons is essential to obtain social and economic equality and improve the functioning of the State economy.

It is the intention of the New York State Department of Health to fully execute the mandate of Executive Law, Article 15-A and provide Minority and Women Owned Business Enterprises with equal opportunity to bid on contracts awarded by this agency in accordance with the State Finance Law.

To implement this affirmative action policy statement, the contractor agrees to file with the Department of Health within 10 days of notice of award, a staffing plan of the anticipated work force to be utilized on this contract or, where required, information on the contractor's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Department. The form of the staffing plan shall be supplied by the Department.

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

X. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:
  - a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).
  - b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction of property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.
    - i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.
    - ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.
    - iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

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

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

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

Instructions for Certification

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

Z. Confidentiality Clauses

1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer

that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.

2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.
3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.
4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.
5. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.

AA. Provision Related to Consultant Disclosure Legislation

1. If this contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15th following the end of each state fiscal year included in this contract term. This report must be submitted to:
  - a. The NYS Department of Health, at the STATE's designated payment office address included in this AGREEMENT; and
  - b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany NY 12236 ATTN: Consultant Reporting -or via fax at (518) 474-8030 or (518) 473-8808; and
  - c. The NYS Department of Civil Service, Alfred E. Smith Office Building, Albany NY 12239, ATTN: Consultant Reporting.

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

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

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

December, 2011

**ATTACHMENT 14 – APPENDIX G NOTICES**

## **Appendix G**

### **NOTICES**

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

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

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

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

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

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

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

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

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

**ATTACHMENT 15 – APPENDIX X MODIFICATION AGREEMENT FORM**

**GLBU: DOH01**

**APPENDIX X**

<b>Contract Number:</b>		<b>Contractor:</b>	
<b>Amendment Number X -</b>		<b>Department ID:</b>	

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- Modifies the contract period at no additional cost
- Modifies the contract period at additional cost
- Modifies the budget or payment terms
- Modifies the workplan or deliverables
- Replaces appendix(es) \_\_\_\_\_ with the attached appendix(es) \_\_\_\_\_
- Adds the attached appendix(es) \_\_\_\_\_
- Other (describe) \_\_\_\_\_

This amendment *is* \_\_\_ *is not* \_\_\_ a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$ \_\_\_\_\_ From \_\_\_\_ / \_\_\_\_ / \_\_\_\_ To \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(Value before amendment)

This amendment provides the following modification (complete only items being modified):

\$ \_\_\_\_\_ From \_\_\_\_ / \_\_\_\_ / \_\_\_\_ To \_\_\_\_ / \_\_\_\_ / \_\_\_\_

This will result in new contract terms of:

\$ \_\_\_\_\_ From \_\_\_\_ / \_\_\_\_ / \_\_\_\_ To \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(All years thus far combined) (Initial start date) (Amendment end date)

**Signature Page for:**

<b>Contract Number:</b>	<b>Contractor:</b>
-------------------------	--------------------

<b>Amendment Number X -</b>	<b>Department ID:</b>
-----------------------------	-----------------------

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

**CONTRACTOR SIGNATURE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

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

Title: \_\_\_\_\_

**STATE OF NEW YORK** )  
 ) **SS:**  
**County of** \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

\_\_\_\_\_  
(Notary)

**STATE AGENCY SIGNATURE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

H. Printed Name I.  
J. K.  
L. M. N.

**STATE AGENCY CLARIFICATION:**

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.”

**17. ATTORNEY GENERAL’S SIGNATURE**

By: \_\_\_\_\_  
Date: \_\_\_\_\_

**18. STATE COMPTROLLER’S SIGNATURE**

By: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT 16 – VENDOR RESPONSIBILITY QUESTIONNAIRE – FOR PROFIT  
BUSINESS ENTITY**

An electronic fill-in version of the *NYS Vendor Responsibility Questionnaire* can be found at:

[http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm)