

**NEW YORK STATE DEPARTMENT OF HEALTH**

**An Invitation for Bid for**

**Digital Data Loggers**

**IFB # 16945**

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**Schedule of Key Events**

IFB Release Date	September 20, 2016
Deadline for Submission of Questions	September 30, 2016 by 5:00PM ET
Response to Written Questions (on or about)	October 14, 2016
Bid Due Date	November 1 , 2016 by 2:00PM ET
Anticipated Contract Start Date	December 12, 2016

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:

Sue Mantica  
Bureau of Contracts  
Division of Administration  
New York State Department of Health  
Corning Tower, Room 2827  
Albany, New York 12237  
Phone: 518-474-7896  
E-mail: [sue.mantica@health.ny.gov](mailto:sue.mantica@health.ny.gov)

**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:

**Submission of written bids; submission of written questions; debriefings; and negotiation of contract terms after award:**

Julie Schenkman  
Bureau of Immunization  
Division of Epidemiology  
NYS Department of Health  
Corning Tower, Room 649  
Albany, NY 12237  
Email: [ImmAdmin@health.ny.gov](mailto:ImmAdmin@health.ny.gov)

Robin Suitor  
Bureau of Immunization  
Division of Epidemiology  
NYS Department of Health  
Corning Tower, Room 649  
Albany, NY 12237  
Email: [ImmAdmin@health.ny.gov](mailto:ImmAdmin@health.ny.gov)

*For further information regarding these statutory provisions, see the Lobbying Statute summary in Section F. 13 of this solicitation*

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## A. INTRODUCTION

The New York State Department of Health (NYS DOH) is seeking bids for the provision of continuous temperature monitoring devices (digital data loggers). Digital data loggers are electronic devices used for continuously monitoring and recording temperatures within a vaccine storage unit. The digital data loggers obtained through this procurement will be shipped to approximately 1800 healthcare provider sites statewide. Detailed requirements are provided below in Section C, "Detailed Specifications."

The NYS DOH is responsible for the requirements specified herein and for the evaluation of proposals. It is the intention of the NYS DOH to enter into a contract, for a term of two (2) years, with three (3) optional one-year renewals, beginning on or about the date specified in the Schedule of Key Events on the cover page of this IFB.

## B. BACKGROUND

The New York State Department of Health, Vaccines for Children (NYS VFC) Program is a federally-funded program that provides publicly-funded vaccines at no cost to eligible children. The vaccines are distributed to private physicians' offices and public health clinics enrolled as VFC providers. The NYS VFC program currently has approximately 1800 enrolled and active healthcare provider offices. The Centers for Disease Control and Prevention (CDC) is requiring the use of continuous temperature monitoring in all vaccine storage equipment housing publicly-funded vaccine.

## C. DETAILED SPECIFICATIONS

### 1. Eligibility Requirements for Bidders

**Bidders must meet at least one of the following minimum eligibility requirements:**

- a. Bidder has at least two years' experience as a manufacturer of the FridgeTag2L or a product meeting all required specifications; **OR**
- b. Bidder has at least two years' experience as an authorized manufacturer representative of the FridgeTag2L or a product meeting all required specifications.

**(Attachment 12, Manufacturer Attestation Form, must be completed and submitted with this bid in order for the bid to be considered.)**

### 2. Estimated Quantity

- a. A minimum of 3,600 units and an estimated maximum of 6,000 units will be ordered. Payment shall be based on actual quantity ordered.
- b. A unit consists of the following:
  - i. One data logger with batteries installed
  - ii. One detachable temperature probe
  - iii. One glycol-filled bottle
  - iv. USB connector hardware

- v. A copy of installation/use instructions
- vi. A copy of the device calibration certificate (see #3, Required Product Specifications/Features table, Calibration, b)

### 3. Product Specifications

- a. The product will not require user-attended software installation to view/download data or to set device preferences.
- b. The product will be the Berlinger Fridge-tag 2L or an equivalent product that meets the complete list of required product specifications outlined below:

<b>Required Product Specifications/Features</b>
<b><i>Device</i></b>
a. Continuous temperature recording with sufficient memory to store at least 4,000 readings.
b. Records the date and time along with the temperature reading.
c. The ability to log temperatures at least once every 15 minutes
d. Displays temperatures on an active display that sits directly on the outside of the unit and allows reading temperatures without opening unit door.
e. Displays the current and minimum/maximum temperature of a refrigerator or freezer.
f. User can stop and start logging data via the device interface.
g. Device has a button or method to reset the minimum/maximum temperature displayed on at least a daily basis so that the most recent min/max temperatures are always displayed.
h. Device is exclusively powered by battery with a battery life of at least 2 years.
i. Data can be downloaded from the device to a computer.
j. Device has a low battery indicator.
k. Device has an alarm for out of range temperatures with the capability to program the alarm thresholds at: <ul style="list-style-type: none"> <li>• &lt;36°F and &gt;46°F (&lt;2°C and &gt;8°C) for the refrigerator</li> <li>• &lt;-58°F and &gt;5°F (&lt;-50°C and &gt;-15°C) for the freezer</li> </ul>
<b><i>Probe and Buffer</i></b>
a. Device has a detachable probe buffered in a bio-safe glycol solution. The device probe is centered inside of a shatter-resistant glycol bottle, and does not touch the sides of the bottle.
b. The length of the detachable probe is at least 3 feet.
c. The glycol bottle has a method to secure it to maintain a fixed position in the center of the storage unit.
<b><i>Calibration</i></b>
a. Device is calibrated by a laboratory with accreditation from the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement (MRA) signatory body <u>OR</u> to the standards set by the International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 17025.
b. The device has a National Institute of Standards and Technology (NIST) Traceable Certificate of Calibration that has the logger's model number, serial number, date of calibration, and measurement results that indicate that the unit has passed the calibration

test with accuracy or uncertainty of +/- 1°F (0.5°C) or better and an operating range of -4 to 104°F (-20°C to 40°C) or better.
c. The device calibration is valid for a period of at least 2 years.
d. Devices are calibrated within one month of scheduled shipping date to ensure longest calibration life upon receipt by the healthcare provider.
<b><i>Data Download/Software and Hardware</i></b>
a. The device connects to PC for data downloads via USB and the USB hardware comes standard with the device.
b. The device allows the user to view data that shows logger temperature readings over time and shows the total number of minutes where readings were in the alarmed temperature ranges (via the device interface and through downloaded data).
c. Device data can be downloaded onto a computer in a comma separated values (CSV) file format.
d. User-attended software installation is <b>not</b> required to view/download data or to set preferences.

**4. Delivery**

- a. Units will be shipped to approximately 1800 healthcare providers’ offices across New York State (exclusive of the five Burroughs of New York City) using a shipping method with verifiable tracking information. Approximately 3600 units will be delivered, in staggered intervals, to approximately 1800 healthcare provider sites by March 1, 2017. It is anticipated that delivery sites will receive a minimum of two (2) units in the distribution of the 3600 units. A total estimated maximum of 6,000 units will be delivered to healthcare providers during the course of the contract period.
  - i. See Attachment 6 for a sample listing of shipping zip codes. The staggered delivery schedule and full shipping address information will be finalized and provided after the contract is awarded.
- b. Units will be shipped configured and ready to use upon delivery at healthcare provider offices. That includes at a minimum: setting time, temperature scale (°F or °C), temperature alarms and logging interval of 15 minutes. Approximately half of all units will be configured with alarm settings for a refrigerator and approximately half will be configured with alarm settings for a freezer.
- c. Complete unit(s) will be shipped in a single box and packaged to protect fragility.
- d. Units that are damaged during shipping will be replaced at no charge to the NYS DOH or the healthcare provider, including shipping expenses.
- e. Shipping charges must be Free on Board (FOB) destination, inside delivery.
- f. Contractor will maintain tracking information for each shipment and provide this information with invoices and/or upon request.

**5. Product Replacement/Warranty**

All units purchased must come with a two-year product replacement warranty. The warranty period runs for a minimum of two years from the date the unit is delivered to the healthcare

provider. During the warranty period, the vendor will replace defective units at no charge to the NYSDOH or the healthcare provider, including shipping expenses (e.g., by means of prepaid postage). Defective units are defined as units that malfunction due to no fault of the healthcare provider. This includes units that experience battery failure within the two-year warranty period. The vendor must have a method in place to arrange for return shipping for defective devices at no cost to the NYS DOH or the healthcare provider.

**6. Product Substitution**

If the product offered in this bid becomes unavailable, the vendor must provide a product that meets required product specifications listed in Section C at no additional cost.

**7. Product Testing**

For product testing purposes, within 10 days of notification of award, the contractor will be required to provide the NYS DOH one data logger **unit** packaged and labeled as the final product would be when delivered.

**8. Serial Numbers (Selected Contractor Only)**

For tracking purposes, the contractor will be required to provide the NYS DOH a list of data logger serial numbers and the corresponding healthcare provider “PIN” number with each invoice.

**9. Copies of Calibration Certificates (Selected Contractor Only)**

The contractor will be required to provide the NYS DOH copies of device-specific calibration certificates with each invoice.

**D. BID REQUIREMENTS**

**1. Bidder Eligibility**

Bidders **must submit evidence of their qualifications, as specified below:**

- a. Bidder has at least two years’ experience as a manufacturer of the FridgeTag2L or a product meeting all required specifications; **OR**
- b. Bidder has at least two years’ experience as an authorized manufacturer representative of the FridgeTag2L or a product meeting all required specifications.  
**(Attachment 12, Manufacturer Attestation Form, must be completed and submitted with this bid in order for the bid to be considered.)**

**2. Technical Submission Requirements**

- a. Bidders must submit the Technical Response Form (Attachment 4) indicating and attesting to meeting all the specifications in Section C.
- b. Bidders must submit a specification (spec) sheet for the proposed data logger product.

- c. Bidders must submit a sample of a certificate of calibration for the data logger product.
- d. Bidders must submit Attachment 12, Manufacturer Attestation Form.

**FAILURE TO SUBMIT SPEC SHEET AND A SAMPLE CALIBRATION  
CERTIFICATE WITH BID WILL RESULT IN REJECTION OF THE BID.**

**3. Cost Proposal**

- a. Bidders must submit their cost proposal on the Cost Proposal Form (Attachment 5).
- b. The bid price will be per unit and include all customs duties and charges and be net Free on Board (FOB) destination, inside delivery to approximately 1800 sites throughout New York State (exclusive of the five Boroughs of NYC).
- c. The bid price will include shipping and warranty support for a two-year period, upon acceptance of the equipment.

**E. METHOD OF AWARD**

At the discretion of the Department of Health, all bids may be rejected. The Department of Health 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:

- The tied bidders will be given the opportunity to provide their best and final bid price to the department, and after evaluation of these revised bids, the award will then be made to the lowest bidder.

Once a bidder is selected, the Department of Health will issue a contract to the vendor. 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.

**F. 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**

Questions concerning this solicitation must be submitted in writing by the date and time listed in the Schedule of Key Events on the cover of this IFB via an email to

[ImmAdmin@health.ny.gov](mailto:ImmAdmin@health.ny.gov) (use Subject Line: “Data Loggers IFB 16945”) or by delivery to the following address:

Julie Schenkman  
Bureau of Immunization  
NYS Department of Health  
Empire State Plaza, Corning Tower, Room 649  
Albany, New York 12237

Submission of questions via email is preferred. Prospective Bidders shall note that all clarifications, including those relating to the terms and conditions of the contract, must be raised prior to the submission of a bid proposal. Each question raised shall cite IFB section, paragraph and page number to which it refers.

Questions and answers, as well as any IFB updates and or modifications related to this IFB, will be posted on the Department of Health’s website at <http://www.health.ny.gov/funding/> on or about the date indicated in the Schedule of Key Events on the cover of this IFB.

### 3. Submission of Bids

**Interested vendors should submit four (4) signed originals (handwritten signatures) and four (4) signed copies of their Bid Proposal. The Bid Proposal must be received no later than the date and time noted in the Schedule of Key Events.**

Carefully review Attachment 11 of the IFB which contains a checklist to assist with assembling a complete bid package.

Prepare your bid on the attached forms. 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 Requirements section (Section D) must be provided at the time the proposal is submitted.**

Bids should be submitted in a sealed package with the outside of the package clearly labelled with the following information: Bidder Name, Data Logger IFB #16945 and the phrase Bid Enclosed. Bids must be directed to:

Bureau of Immunization (Data Logger IFB #16945)  
NYS Department of Health  
Empire State Plaza, Corning Tower, Room 649  
Albany, New York 12237

**ATTENTION: Julie Schenkman/Bid Enclosed**

**The Bid proposal package must include the following to be considered:**

1. Technical Response Form (Attachment 4)
  - Confirmation/attestation that the bidder has at least two years' experience as either a) a manufacturer of the FridgeTag2L or a product meeting all required specifications OR b) an authorized manufacturer representative of the FridgeTag2L or a product meeting all required specifications. (Also submit Attachment 12).
  - Confirmation/attestation of meeting product and service specifications.
2. Cost Proposal (Attachment 5)
3. Product Specification Sheet (see Section D: #2)
4. A copy of a sample actual calibration certificate for the product offered
5. Manufacturer Attestation Form (Attachment 12).

**The Bid proposal should also include the following in their submission:**

1. NYS Department of Health Lobbying Form (Attachment 1)
2. Vendor Responsibility Attestation (Attachment 7)
3. Vendor Cover Sheet (Attachment 3)
4. Reference Submission Form (Attachment 8)
5. M/WBE Form #4 and Form #5 (Attachment 9)
6. Encouraging Use of New York Businesses in Contract Performances (Attachment 10)

**It is the bidder's responsibility to see that bids are delivered to the address above prior to the date and time noted on the Schedule of Key Events.** Bidders must allow extra time to comply with the security procedures in effect at the Corning Tower building when hand delivering bids or delivering by independent courier services. Arrangements shall be made at least 24 hours in advance of the due date and time to ensure persons are able to receive hand delivered bids. Send an email to [ImmAdmin@health.ny.gov](mailto:ImmAdmin@health.ny.gov) to make arrangements.

**LATE BIDS due to the delay by the carrier or not received in the Department's mail room in time for transmission to room 649 will not be considered. Email bid submissions are not acceptable and will not be considered.**

#### **4. 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 2) to the address above.

**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 offerers' proposal and/or to determine an offerers' compliance with the requirements of the solicitation.

## 6. Payment

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

a) Preferred Method: Email a pdf copy of your signed claim to the NYS Business Services Center (BSC) at: [AccountsPayable@ogs.ny.gov](mailto:AccountsPayable@ogs.ny.gov) with a subject field as follows: Subject: **Unit ID: 3450255-Contract # XXXXXX**

b) Alternate Method: Mail claims to BSC at the following U.S. postal address:

**NYS Department of Health  
Unit ID 3450255  
PO Box 2093  
Albany, NY 12220-0093**

c) Payment for invoices and/or claims 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) or 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 claims 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 shall 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 claims by the State (NYS DOH) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be:

d) Submission of Claims and/or Invoices

The contractor will submit monthly invoices, due 30 days after the end of each month, and must be accompanied by a New York State Claim for Payment (form AC3253-S) to ensure payment.

The Claim for Payment must be accompanied by an electronic spreadsheet containing sufficient documentation data, including, but not limited to, the following:

- Healthcare Provider “PIN” Number
- Total units shipped and cost
- Serial numbers of the units that were shipped
- Delivery Date
- Tracking Number Information per shipment

The Claim for Payment must also be accompanied by copies of calibration certificates for shipped units.

Claims for Payment received without the required documents will be held for payment until the documents are received, and reviewed for accuracy and completeness.

## 7. Penalties

### **Failure to maintain “Responsible Vendor” status.**

The contractor must maintain “Responsible Vendor” status throughout the entire contract period. Any adverse change to the Contractor’s Responsible Vendor status to Non-Responsible could result in termination of the contract.

## 8. Terms of Contract

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

It is the intention of the State to enter into a contract on or about the date specified in the Schedule of Key Events, for a term of two (2) years, with three (3) optional one-year renewals.

This agreement may be canceled at any time by the NYS DOH 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.

## **9. 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.

## **10. Protest Procedures**

In the event unsuccessful bidders wish to protest the award resulting from this IFB, bidders shall follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the Guide to Financial Operations (GFO). Available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

## **11. 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. 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 518408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us). Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Winning Bidders must also complete and submit the Vendor Responsibility Attestation (Attachment 7).

## **12. State Consultant Services Reporting**

Chapter 10 of the Laws of 2006 amended certain sections of State Finance Law and Civil Service Law to require disclosure of information regarding contracts for consulting services in New York State.

The winning bidders for procurements involving consultant services must complete a "State Consultant Services Form A, Contractor's Planned

Employment From Contract Start Date through End of Contract Term" in order to be eligible for a contract.

Winning bidders must also agree to complete a "State Consultant Services Form B, Contractor's Annual Employment Report" for each state fiscal year included in the resulting contract. This report must be submitted annually to the Department of Health, the Office of the State Comptroller, and Department of Civil Service.

State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report may be accessed electronically at: <http://www.osc.ny.gov/procurement/>.

### **13. 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." Please note 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 §1d). Accordingly, questions regarding the registration and operation of the Lobbying Act shall be directed to the New York State Commission on Public Integrity.

#### **14. 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.

#### **15. Information Security Breach and Notification Act**

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual's unencrypted personal information plus one or more of the following: social security number, driver's license number or non-driver

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

#### **16. New York State Tax Law Section 5-a**

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. 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, 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.

Forms ST-220-TD and ST-220-CA may be accessed electronically at:

ST-220-TD: [www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)

ST-220-CA:

[www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)

### **17. Piggybacking**

New York State Finance Law section 163(10)(e) (see also

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

### **18. Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority and Women 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 0% for MWBE participation, 0% for Minority-Owned Business Enterprises (“MBE”) participation and 0% for Women-Owned Business Enterprises (“WBE”) participation.

**19. 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 M/WBE staffing plan (Attachment 9, 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 nonresponsiveness, 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.**

**20. Iran Divestment Act**

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

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

The Department of Health reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

#### **20. Encouraging Use of New York Business in Contract Performance (Attachment 10)**

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. All bidders shall complete Attachment 10 to indicate their intent to use/not use New York Businesses in the performance of this contract.

#### **G. ATTACHMENTS**

1. New York State DOH Lobbying Form
2. No Bid Form
3. Cover Sheet
4. Technical Response Form
5. Cost Proposal Form
6. Sample List of Shipping Zip Codes
7. Vendor Responsibility Attestation
8. Reference Submissions Form
9. M/WBE Procurement Forms
10. Encouraging Use of New York Businesses in Contract Performances

11. Data Logger IFB Checklist
12. Manufacturer Attestation Form
13. Sample Standard New York State Contract Language and Appendices



incomplete information to a Governmental Entity? (Please circle):

No Yes

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

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

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

Basis of Finding of Non-Responsibility:

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

(Add additional pages as necessary)

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

No Yes

2b. If yes, please provide details below.

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

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

Basis of Termination or Withholding:

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

(Add additional pages as necessary)

**B. 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.**

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

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

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

## Attachment 2: No-Bid Form

### NEW YORK STATE DEPARTMENT OF HEALTH

PROCUREMENT TITLE: \_\_\_\_\_ IFB #: 16945

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 3: Vendor Cover Sheet

<b>Name of Company</b>		<b>Federal Tax ID Number</b>
<b>Company Address</b>	<b>Vendor Identification Number</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 4: Technical Response Form

IFB # 16945

Bidder's Name \_\_\_\_\_

**An answer of “No” to any of the following questions will result in a disqualification of your bid proposal.**

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

**A. Minimum Bidder Eligibility Qualification:**

Does your company have at least two years' experience as either **a)** a manufacturer of the FridgeTag2L or a product meeting all required specifications **OR b)** an authorized manufacturer representative of the FridgeTag2L or a product meeting all required specifications?

Yes       No

**Submit a completed and signed copy of the Manufacturer Attestation Form (Attachment 12) with the bid proposal.**

**B. Device Requirements**

Place an X in the appropriate column in the table to indicate compliance with product specifications. An answer of “No” to any of the following required specifications will result in a disqualification of your bid proposal.

Required Product Specifications/Features		
	Yes	No
<i>Device</i>		
a. Continuous temperature recording with sufficient memory to store at least 4,000 readings.		
b. Records the date and time along with the temperature reading.		
c. Ability to log temperatures at least once every 15 minutes		
d. Displays temperatures on an active display that sits directly on the outside of the unit and allows reading temperatures without opening unit door.		
e. Displays the current and minimum/maximum temperature of a refrigerator or freezer.		
f. User can stop and start logging data via the device interface.		

Required Product Specifications/Features		
	Yes	No
g. Device has a button or method to reset the minimum/maximum temperature displayed on at least a daily basis so that the most recent min/max temperatures are always displayed.		
h. Device is exclusively powered by battery with a battery life of at least 2 years.		
i. Data can be downloaded from the device to a computer.		
j. Device has a low battery indicator.		
k. Device has an alarm for out of range temperatures with the capability to program the alarm thresholds at: <ul style="list-style-type: none"> <li>• &lt;36°F and &gt;46°F (&lt;2°C and &gt;8°C) for the refrigerator</li> <li>• &lt;-58°F and &gt;5°F (&lt;-50°C and &gt;-15°C) for the freezer</li> </ul>		
<b><i>Probe and Buffer</i></b>		
a. Device has a detachable probe buffered in a bio-safe glycol solution. The device probe is centered inside of a shatter-resistant glycol bottle, and does not touch the sides of the bottle.		
b. The length of the detachable probe is at least 3 feet.		
c. The glycol bottle has a method to secure it to maintain a fixed position in the center of the storage unit.		
<b><i>Calibration</i></b>		
a. Device is calibrated by a laboratory with accreditation from the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement (MRA) signatory body <u>OR</u> to the standards set by the International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 17025.		
b. The device has a National Institute of Standards and Technology (NIST) Traceable Certificate of Calibration that has the logger's model number, serial number, date of calibration, and measurement results that indicate that the unit has passed the calibration test with accuracy or uncertainty of +/- 1°F (0.5°C) or better and an operating range of -4 to 104°F (-20°C to 40°C) or better.		
c. The device calibration is valid for a period of at least 2 years.		
d. Devices are calibrated within one month of scheduled shipping date to ensure longest calibration life upon receipt by the healthcare provider.		
<b><i>Data Download/Software and Hardware</i></b>		
a. The device connects to PC for data downloads via USB and the USB hardware comes standard with the device.		
b. The device allows the user to view data that shows logger temperature readings over time and shows the total number of minutes where readings were in the alarmed temperature ranges (via the device interface and through downloaded data).		
c. Device data can be downloaded onto a computer in comma separated values (CSV) file format.		
d. User-attended software installation is <b>not</b> required to view/download data or to set preferences.		

By signing below, the bidder agrees to **all** the specifications in Section C of this IFB and attests to the accuracy of the information included in the Technical Response Form.

\_\_\_\_\_  
**Signature of Bidder's Authorized Representative** **Date**

**Printed Name of Signatory:** \_\_\_\_\_

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

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

## Attachment 5: Cost Proposal

**IFB # 16945**

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

Estimated minimum quantity over term of contract is 3,600 units

Estimated maximum quantity over term of contract is 6,000 units

Item	Price Per Unit *
Digital Data Logger Unit**	\$

\*The bid price will be per unit and includes shipping and defective product replacement for a two-year period, upon acceptance of the equipment. Shipment includes delivery to approximately 1800 sites throughout New York State.

\*\*A unit consists of the following:

- i. One data logger with batteries installed
- ii. One detachable temperature probe
- iii. One glycol-filled bottle
- iv. USB connector hardware
- v. A copy of installation/use instructions
- vi. A copy of the device calibration certificate (see #3, Required Product Specifications/Features table, Calibration, b)

**There is no guarantee of actual order quantities.**

Payment shall be based upon the actual amount ordered.

**Failure to complete and submit this Cost Proposal Form with the Bid will result in disqualification.**

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Date

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

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

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

## Attachment 6: Sample List of Shipping Zip Codes

# = number of estimated healthcare provider sites

City	Zip Code	#
ADAMS CENTER	13606	1
ADDISON	14801	1
AFTON	13730	1
AKRON	14001-0000	2
ALBANY	12202	1
ALBANY	12202-0000	2
ALBANY	12203	5
ALBANY	12203-0000	3
ALBANY	12203-4201	1
ALBANY	12205	1
ALBANY	12205-0000	1
ALBANY	12206	5
ALBANY	12207	1
ALBANY	12207-0000	1
ALBANY	12208	2
ALBANY	12208-0000	3
ALBANY	12237	1
ALBION	14411	2
ALBION	14411-1645	2
ALBION	14422	1
ALDEN	14004	1
ALEXANDER	14005	1
ALEXANDRIA BAY	13607-0000	1
AMENIA	12501-0108	1
AMHERST	14225	1
AMHERST	14226	4
AMHERST	14226-0000	4
AMHERST	14228	1
AMITYVILLE	11701	2
AMITYVILLE	11701-0000	2
AMSTERDAM	12010	6
AMSTERDAM	12010-0000	2
AMSTERDAM	12010-4819	1
ANDOVER	14806	1
APALACHIN	13732	1
APALACHIN	13732-0000	1
ARCADE	14009	1
ARCADE	14009-1113	1
ATTICA	14011-0000	1
AUBURN	13021-0000	4
AUBURN	13021-1421	1
AUBURN	13021-2703	1
AUBURN	13021-3223	1
AUBURN	13021-3481	1
AUSABLE FORKS	12912	1
AVERILL PARK	12018	1
BABYLON	11702	1
BABYLON	11702-0000	2
BABYLON	11702-2313	1
BALDWIN	11510	2
BALDWIN	11510-0000	3
BALDWIN	11510-3338	1
BALDWINVILLE	13027	2
BALLSTON LAKE	12019	1
BALLSTON LAKE	12019-0000	1
BALLSTON LAKE	12019-1030	1
BALLSTON SPA	12020	2
BALLSTON SPA	12020-0000	1

BARDONIA	10954	1
BARNEVELD	13304	1
BATAVIA	14020	2
BATAVIA	14020-0000	4
BATAVIA	14020-9406	1
BATH	14810	4
BATH	14810-0000	4
BAY SHORE	11706	2
BAY SHORE	11706-0000	2
BAY SHORE	11706-6924	1
BAY SHORE	11706-6948	1
BAY SHORE	11706-8418	1
BAY SHORE	11716	1
BAYSHORE	11706	1
BEACON	12508	1
BEACON	12508-0000	1
BEAVER FALLS	13305	1
BEAVER FALLS	13305-0000	1
BEDFORD HILLS	10507	1
BEDFORD HILLS	10507-0000	1
BELLMORE	11710	1
BELLMORE	11710-0000	2
BELLMORE	11710-5038	1
BELLPORT	11713	2
BELMONT	14813	1
BELMONT	14813-0000	2
BEMUS POINT	14712-0000	2
BERGEN	14416-0000	2
BERNE	12023-0000	1
BIG FLATS	14814	1
BIG FLATS	14814-0000	2
BINGHAMTON	13901	3
BINGHAMTON	13901-0000	2
BINGHAMTON	13902-0000	1
BINGHAMTON	13903	1
BINGHAMTON	13903-0000	2
BINGHAMTON	13904-0000	1
BINGHAMTON	13905	1
BINGHAMTON	13905-0000	4
BINGHAMTON	13905-4178	1
BLOOMFIELD	14469-0000	2
BOICEVILLE	12412	1
BOLIVAR	14715	1
BOLTON LANDING	12814	1
BOONVILLE	13309	1
BOONVILLE	13309-0000	1
BOWMANSVILLE	14026-0000	1
BRASHER FALLS	13613	1
BRENTWOOD	11701	1
BRENTWOOD	11717	4
BRENTWOOD	11717-0000	2
BRENTWOOD	11717-4305	1
BREWERTON	13029-0000	1
BREWSTER	10509	4
BREWSTER	10509-0000	1
BREWSTER	10509-0413	1
BRIARCLIFF MANOR	10510-0000	1
BROADALBIN	12025-0000	1
BROCKPORT	14420	1

BROCKPORT	14420-0000	8
BRONXVILLE	10708-0000	2
BROOKTONDALE	14817-0000	2
BUFFALO	14125	1
BUFFALO	14201	2
BUFFALO	14201-0000	1
BUFFALO	14202-0000	2
BUFFALO	14203-0000	1
BUFFALO	14204	2
BUFFALO	14204-0000	1
BUFFALO	14206-0000	1
BUFFALO	14207	2
BUFFALO	14207-0000	2
BUFFALO	14208	1
BUFFALO	14208-0000	1
BUFFALO	14209	2
BUFFALO	14210	2
BUFFALO	14211	2
BUFFALO	14211-0000	1
BUFFALO	14211-1616	1
BUFFALO	14213	1
BUFFALO	14213-1573	1
BUFFALO	14214	4
BUFFALO	14214-0000	2
BUFFALO	14215	2
BUFFALO	14215-0000	1
BUFFALO	14216	1
BUFFALO	14220	1
BUFFALO	14222	1
BUFFALO	14222-0000	1
BUFFALO	14223-2861	1
BUFFALO	14225-0000	2
CAIRO	12413	2
CALEDONIA	14423-0000	2
CALLICOON	12723	1
CALLICOON	12723-0000	1
CAMBRIDGE	12816	1
CAMBRIDGE	12816-0000	1
CAMDEN	13316	1
CAMDEN	13316-0000	1
CAMILLUS	13031	2
CAMILLUS	13031-0000	2
CAMILLUS	13031-1600	1
CANAAN	12029-0000	1
CANAJOHARIE	13317	1
CANAJOHARIE	13317-0000	1
CANANDAIGUA	14424	5
CANANDAIGUA	14424-0000	8
CANASERAGA	14822	1
CANASTOTA	13032	1
CANASTOTA	13032-0000	1
CANDOR	13743	1
CANTON	13617	4
CANTON	13617-0000	1
CANTON	13617-1450	1
CANTON	13617-1476	1
CARLE PLACE	11514	1
CARMEL	10512	1
CARMEL	10512-0000	1

CARTHAGE	13619	4
CASTLETON	12033	2
CASTLETON	12033-0000	1
CASTLETON ON HUD	12033	1
CATO	13033-9707	1
CATSKILL	12414	1
CATSKILL	12414-0000	2
CATSKILL	12414-2104	1
CAZENOVIA	13035	1
CAZENOVIA	13035-0000	1
CEDARHURST	11516	4
CEDARHURST	11516-1733	1
CENTER MORICHES	11934-0000	1
CENTEREACH	11720-3510	1
CENTERPORT	11721-0000	1
CENTRAL ISLIP	11722	2
CENTRAL ISLIP	11722-2154	1
Central Square	13036	1
CHAMPLAIN	12919	1
CHARLTON	12019-0000	1
CHATEAUGAY	12920-0000	1
CHATHAM	12037	2
CHATHAM	12037-0347	1
CHEEKTOWAGA	14225-0000	2
Cheektowaga	14225-3120	2
CHEEKTOWAGA	14227	1
CHERRY VALLEY	13320-0000	1
CHESTER	10918	1
CHESTERTOWN	12817	1
CHITTENANGO	13037	1
CHITTENANGO	13037-0000	1
CICERO	13039	2
CICERO	13039-0000	1
CININNATUS	13040-0000	2
CLARENCE	14031	1
CLAVERACK	12513	1
CLAVERACK	12513-0265	1
CLAYTON	13624-0000	1
CLIFTON PARK	12065	5
CLIFTON PARK	12065-0000	3
CLIFTON PARK	12065-3614	1
CLIFTON SPRINGS	14432	1
CLINTON	13323	1
CLYDE	14433	1
CLYDE	14433-1126	2
CLYMER	14724-0000	2
COBLESKILL	12043	1
COBLESKILL	12043-0000	1
COHOCTON	14826-0000	2
COHOES	12047	3
COMMACK	11725	1
COMMACK	11725-0000	1
COMMACK	11725-3430	1
COMMACK	11725-5404	1
CONGERS	10920-0000	1
COOPERSTOWN	13326	2
COOPERSTOWN	13326-0000	1
COOPERSTOWN	13326-1301	1
COPAKE	12516	1
COPENHAGEN	13626	1
CORAM	11727	1
CORFU	14036-0000	1
CORINTH	12822-0000	1
CORNING	14830	1
CORNING	14830-0000	5

CORNING	14830-2255	2
CORNWALL ON HUDSON	12520-1018	1
CORTLAND	13045	2
CORTLAND	13045-0000	5
CORTLANDT MANOR	10567	1
CROTON ON HUDSON	10520-0000	2
CROWN POINT	12928-0000	1
CUBA	14727-0000	6
DANSVILLE	14437-0000	6
DANSVILLE	14437-0499	2
DE RUYTER	13052	1
DE WITT	13214	1
DEER PARK	11729	1
DEER PARK	11729-0000	2
DELANSON	12053-0000	1
DELEVAN	14042	1
DELHI	13753	1
DELHI	13753-0000	3
DELMAR	12054	1
DEPEW	14043	2
DEPEW	14043-0000	3
DEPOSIT	13754-0000	1
DERBY	14047	2
DIX HILLS	11746-0000	2
DIX HILLS	11746-6317	1
DOBBS FERRY	10522-0000	2
DOLGEVILLE	13329-1202	1
DOVER PLAINS	12522	1
DOWNSVILLE	13755-0000	1
DRYDEN	13053	1
DRYDEN	13053-0000	1
DUNDEE	14837	1
DUNDEE	14837-9777	2
DUNKIRK	14048	3
DUNKIRK	14048-0000	2
E NORTHPORT	11731	2
EAST AURORA	14052	1
EAST AMHERST	14051-0000	1
EAST AURORA	14052	1
EAST AURORA	14052-0000	1
EAST HAMPTON	11937	1
EAST HAMPTON	11937-0000	1
EAST ISLIP	11730-0000	2
EAST MEADOW	11554	1
EAST MEADOW	11554-0000	2
EAST MEADOW	11554-4710	1
EAST NORTHPORT	11731-0000	1
EAST PATCHOGUE	11772	2
EAST ROCKAWAY	11518	1
EAST SETAUKET	11733	1
EAST SETAUKET	11733-0000	1
EAST SYRACUSE	13057-0000	2
EAST SYRACUSE	13057-9462	1
EASTCHESTER	10709	1
EASTCHESTER	10709-0000	2
EDMESTON	13335	1
EDMESTON	13335-0000	1
ELBRIDGE	13060-0000	1
ELIZABETHTOWN	12932	1
ELIZABETHTOWN	12932-0000	1
ELKA PARK	12427	1
ELLENVILLE	12428	1
ELLENVILLE	12428-0631	1
ELMIRA	14901	2

ELMIRA	14904	2
ELMIRA	14905-0000	1
ELMONT	11003	3
ELMONT	11003-0000	4
ENDICOTT	13760	1
ENDICOTT	13760-0000	2
ENDICOTT	13760-4925	1
ENDWELL	13760	1
EVANS MILLS	13637	1
FAIRPORT	14450	1
FAIRPORT	14450-0000	2
FAIRPORT	14450-3506	2
FALLSBURG	12733	1
FARMINGDALE	11735-0000	1
FARMINGTON	14425	1
FARMINGTON	14425-0000	2
FARMINGVILLE	11738	1
FARMINGVILLE	11738-0000	1
FAYETTEVILLE	13066	1
FAYETTEVILLE	13066-0000	1
FAYETTEVILLE	13066-1023	1
FERNDALE	12734-5325	1
FISHKILL	12524	4
FISHKILL	12524-0000	1
FLORAL PARK	11001	2
FLORAL PARK	11001-0000	1
FONDA	12068-1500	1
FORESTVILLE	14062	1
FORT COVINGTON	12937-0000	1
FORT EDWARD	12828	2
FORT PLAIN	13339-0000	1
FRANKLIN SQUARE	11010	3
FRANKLIN SQUARE	11010-3447	1
FREDONIA	14063	1
FREEPORT	11520	3
FREEPORT	11520-0000	2
FREEPORT	11520-1545	1
FREEVILLE	13068-0000	1
FULTON	13069	2
FULTON	13069-1704	2
GALWAY	12074-0000	1
GANSEVOORT	12831	1
GARDEN CITY	11530	2
GARDEN CITY	11530-0000	2
GARDEN CITY	11530-4803	1
GARNERVILLE	10923	2
GARRISON	10524-9706	1
GENESE	14454	1
GENESE	14454-0000	7
GENEVA	14456-0000	4
GLEN COVE	11542	3
GLEN COVE	11542-0000	1
GLEN COVE	11542-2512	1
GLEN COVE	11542-2548	1
GLENS FALLS	12801-0000	3
GLENS FALLS	12801-4526	1
GLENVILLE	12302	1
GLOVERSVILLE	12078	3
GLOVERSVILLE	12078-0000	1
GLOVERSVILLE	12078-0011	1
GOSHEN	10924	2
GOSHEN	10924-0000	5
GOUVERNEUR	13642-0000	1
GOWANDA	14070	1
GOWANDA	14070-0000	1

GRAND ISLAND	14072	2
GRANVILLE	12832-0000	1
GREAT NECK	11021	6
GREAT NECK	11021-0000	1
GREAT NECK	11021-5309	1
GREAT RIVER	11739	1
GREEN ISLAND	12183	1
GREENE	13778	1
GREENE	13778-0000	1
GREENLAWN	11740-0000	1
GREENLAWN	11740-2813	1
GREENPORT	11944	1
GREENVILLE	12083	1
GREENVILLE	12083-0000	1
GREENWICH	12834	1
GROTON	13073-0000	1
HAMBURG	14075	4
HAMBURG	14075-0000	3
HAMILTON	13346	2
HAMILTON	13346-0000	2
HAMMOND	13646	1
HAMPTON BAYS	11946	1
HAMPTON BAYS	11946-0000	1
HANCOCK	13783	1
HARRIS	12742	1
HARRISON	10528	1
HARRISVILLE	13648	1
HARTSDALE	10530	1
HASTINGS ON HUDSON	10706	1
HASTINGS ON HUDSON	10706-3809	1
HAUPPAUGE	11788	1
HAUPPAUGE	11788-0000	1
HAVERSTRAW	10927	2
HAVERSTRAW	10927-0000	1
HAVERSTRAW	10927-1615	1
HAWTHORNE	10532	1
HAWTHORNE	10532-0000	3
HEMPSTEAD	11550	5
HEMPSTEAD	11550-0000	6
HEMPSTEAD	11550-4540	1
HEMPSTEAD	11550-6318	1
HENSONVILLE	12439-0000	1
HERKIMER	13350	2
HERKIMER	13350-0000	2
HERMON	13652-0178	1
HEWLETT	11557	2
HEWLETT	11557-0000	1
HICKSVILLE	11801	1
HICKSVILLE	11801-0000	3
HICKSVILLE	11801-1515	1
HIGHLAND	12528	2
HIGHLAND	12528-0000	1
HIGHLAND FALLS	10928	1
HILTON	14468-0000	2
HOGANSBURG	13655	1
Hogansburg	13655-0000	1
HOLBROOK	11741-0000	2
HONEOYE	14471-0000	2
HONEOYE FALLS	14472	1
HOOSICK FALLS	12090-0000	3
HOPEWELL JUNCTION	12533	2
HOPEWELL JUNCTION	12533-0000	2
HORNELL	14843	1
HORNELL	14843-0000	5

HORNELL	14843-1933	2
HORSEHEADS	14845	2
HORSEHEADS	14845-0000	2
HORSEHEADS	14845-1855	2
HOUGHTON	14744-0000	2
HOUGHTON	14744-9706	2
HUDSON	12534	4
HUDSON	12534-0000	3
HUDSON FALLS	12839-0000	1
HUDSON FALLS	12839-0340	1
HUNTINGTON	11743	4
HUNTINGTON	11743-0000	2
HUNTINGTON	11743-2743	1
HUNTINGTON STATION	11746	1
HUNTINGTON STATION	11746-0000	2
HYDE PARK	12538	2
ILION	13357	1
ILION	13357-0000	1
INDIAN LAKE	12842-0250	1
INWOOD	11096	1
INWOOD	11096-2003	1
IRVING	14081	1
IRVING	14081-9502	1
IRVINGTON	10533-0000	1
IRVINGTON	10533-1240	1
ISLANDIA	11749-0000	1
ISLIP	11751-0000	1
ISLIP TERRACE	11752-0000	1
ITHACA	14850	1
ITHACA	14850-0000	10
ITHACA	14850-1055	2
ITHACA	14850-1346	2
ITHACA	14850-5429	2
JAMESTOWN	14701	4
JAMESTOWN	14701-0000	5
JAMESTOWN	14701-2519	2
JEFFERSON VALLEY	10535	1
JERICO	11753	2
JERICO	11753-0000	1
JERICO	11753-2134	1
JOHNSON CITY	13790	4
JOHNSON CITY	13790-0000	1
JOHNSTOWN	12078	1
JOHNSTOWN	12095	1
JOHNSTOWN	12095-0000	1
KATONAH	10536	1
KENMORE	14217-0000	1
KERHONKSON	12446	1
KINDERHOOK	12106	1
KINGS PARK	11754	1
KINGSTON	12401	3
KINGSTON	12401-0000	6
KIRKWOOD	13795	1
LA FAYETTE	13084-0000	1
LACKAWANNA	14218	1
LACKAWANNA	14218-1696	1
LACKAWANNA	14218-2940	1
LAKE GEORGE	12845-9791	1
LAKE GROVE	11755-0000	2
LAKE KATRINE	12449	1
LAKE LUZERNE	12846-0000	1
LAKE PLACID	12946	1
LAKE PLACID	12946-0000	1
LAKE RONKONKOMA	11779	2

LAKE RONKONKOMA	11779-0000	1
LAKE RONKONKOMA	11779-2141	1
Lake Success	11042	2
LAKEVILLE	14480	2
Lancaster	14043	1
LANGRANGEVILLE	12540	1
LANSING	14882-8944	2
LARCHMONT	10538	1
LATHAM	12110	4
LATHAM	12110-0000	1
LATHAM	12110-2162	1
LAURENS	13796	1
LAWRENCE	11559-0000	1
LE ROY	14482-0000	6
LEVITTOWN	11756	4
LEVITTOWN	11756-0000	3
LEWISTON	14092	1
LEWISTON	14092-0000	2
LEWISTON	14092-1705	1
LIBERTY	12754-0000	1
LIMA	14485-0000	2
LINCOLNDALE	10540-0600	1
LINDENHURST	11757	1
LINDENHURST	11757-0000	1
LINDENHURST	11757-3323	1
LINDENHURST	11757-4046	1
LITTLE FALLS	13365-0000	2
LIVERPOOL	13088	2
LIVERPOOL	13088-0000	1
LIVERPOOL	13090	2
LIVERPOOL	13090-0000	2
LIVINGSTON MANOR	12758	1
LOCKPORT	14094	6
LOCKPORT	14094-0000	2
LONG BEACH	11561-0000	3
LOWVILLE	13367	2
LOWVILLE	13367-0000	3
LYNBROOK	11563	1
LYNBROOK	11563-1609	1
LYNDONVILLE	14098	1
LYONS	14489-0000	2
LYONS FALLS	13368-0000	1
MACEDON	14502	1
MACEDON	14502-0000	4
MACHIAS	14101	1
MADRID	13660-0000	1
MAHOPAC	10541	2
MAHOPAC	10541-0000	1
MALONE	12953	3
MALONE	12953-0000	3
MALTA	12020	2
MALTA	12020-5063	1
MAMARONECK	10543	1
MAMARONECK	10543-0000	2
MANHASSET	11030	1
MANLIUS	13104	2
MANLIUS	13104-0000	1
MANNVILLE	13661	1
MARATHON	13803-0000	3
MARCELLUS	13108-0000	1
MARGARETVILLE	12455	1
MARION	14505-0000	2
MASSAPEQUA	11758-5004	1
MASSAPEQUA PARK	11762-2243	1
MASSENA	13662-0000	2

MASTIC	11950-2100	1
MATTITUCK	11952	1
MATTITUCK	11952-0994	1
MAYFIELD	12117	1
MAYVILLE	14757-0000	2
MAYVILLE	14757-0168	2
MECHANICVILLE	12118	2
MECHANICVILLE	12118-0000	1
MEDFORD	11763	1
MENDON	14506-0488	2
MERRICK	11566	2
MEXICO	13114	2
MIDDLE ISLAND	11953-0000	1
MIDDLEBURGH	12122	3
MIDDLETOWN	10940	6
MIDDLETOWN	10940-0000	3
MIDDLETOWN	10940-9353	1
MILFORD	13807	1
MILLER PLACE	11764-2420	1
MINEOLA	11501	3
MINEOLA	11501-0000	1
MINEVILLE	12956	1
MODENA	12548	1
MODENA	12548-0000	1
MOHAWK	13407-0000	1
MOIRA	12957-0000	1
MONROE	10950	3
MONROE	10950-0000	6
MONROE	14612-3056	2
MONSEY	10952	3
MONSEY	10952-0000	4
MONTICELLO	12701-0000	2
MONTICELLO	12701-2030	1
MONTOUR FALLS	14865-0000	4
MORAVIA	13118	2
MORRIS	13808	1
MORRIS	13808-0000	1
MORRISVILLE	13408-0000	1
MOUNT KISCO	10549	4
MOUNT KISCO	10549-0000	1
MOUNT MORRIS	14510-0000	4
MOUNT SINAI	11766	2
MOUNT VERNON	10550	4
MOUNT VERNON	10550-0000	6
MOUNT VERNON	10552	1
MOUNT VERNON	10552-0000	1
MUNNSVILLE	13409-0000	1
N BELLMORE	11710	1
N BELLMORE	11710-0000	1
NANUET	10954-0000	1
NANUET	10954-1220	1
NAPLES	14512-0000	2
NEDROW	13120	1
NEW BERLIN	13411	1
NEW CITY	10956	2
NEW CITY	10956-0000	1
NEW CITY	10956-1132	1
NEW CITY	10956-4310	1
NEW HARTFORD	13413	6
NEW HARTFORD	13413-0000	2
NEW HEMPSTEAD	10977	1
NEW HYDE PARK	11040	1
NEW HYDE PARK	11040-0000	1
NEW HYDE PARK	11040-2501	1
NEW HYDE PARK	11042-0000	1

NEW HYDE PARK	11042-1101	1
NEW PALTZ	12561-0000	4
NEW PALTZ	12561-2443	1
NEW ROCHELLE	10801	2
NEW ROCHELLE	10801-0000	5
NEW ROCHELLE	10801-5011	1
NEW ROCHELLE	10801-7021	1
NEW ROCHELLE	10805-0000	1
NEW WINDSOR	12553	4
NEW WINDSOR	12553-0000	1
NEWARK	14513	1
NEWARK	14513-0000	2
NEWARK	14513-0111	1
NEWARK VALLEY	13811-0000	1
NEWBURGH	12550	4
NEWBURGH	12550-0000	9
NEWBURGH	12550-2116	1
NEWCOMB	12852-0000	1
NEWFANE	14108	2
NEWPORT	13416-0000	1
NIAGARA FALLS	14301-0000	4
NIAGARA FALLS	14302-1813	1
NIAGARA FALLS	14304-0000	6
NIAGARA FALLS	14305-0000	4
NISKAYUNA	12309	5
NORFOLK	13667-0000	1
NORTH BABYLON	11703	2
NORTH BABYLON	11703-0000	1
NORTH CHILI	14514	2
NORTH CHILI	14514-0000	2
NORTH COLLINS	14111	1
NORTH CREEK	12853	1
NORTH SYRACUSE	13212	2
NORTH SYRACUSE	13212-0000	1
NORTH SYRACUSE	13212-2649	2
NORTH TONAWANDA	14120-0000	1
NORWICH	13815	4
NORWICH	13815-0000	2
NUNDA	14517-0000	3
NYACK	10960-0000	1
OCEANSIDE	11572	1
OCEANSIDE	11572-0000	1
OGDENSBURG	13669	1
OGDENSBURG	13669-0000	1
OLD BETHPAGE	11804-0000	1
OLD BROOKVILLE	11545	2
OLD FORGE	13420	1
OLEAN	14760	2
OLEAN	14760-0000	7
ONEIDA	13421	1
ONEIDA	13421-0000	2
ONEIDA	13421-2409	1
ONEONTA	13820	3
ONEONTA	13820-0000	3
ONTARIO	14519-0368	2
ORANGEBURG	10962	1
ORANGEBURG	10962-0000	1
ORCHARD PARK	14127	6
ORCHARD PARK	14127-0000	4
ORCHARD PARK	14127-1732	1
ORCHARD PARK	14127-2328	1
ORISKANY FALLS	13425	1
OSSINING	10562	1
OSSINING	10562-0000	1
OSSINING	10562-0568	1

OSWEGO	13126	3
OSWEGO	13126-0000	4
OSWEGO	13126-3613	1
OVID	14521	1
OVID	14521-0000	3
OWEGO	13827	4
OWEGO	13827-0000	1
OXFORD	13830	1
OYSTER BAY	11771-2910	1
PAINTED POST	14870	1
PALMYRA	14522-0000	2
PARISH	13131	3
PATCHOGUE	11772	4
PATCHOGUE	11772-0000	2
PAWLING	12564	1
PAWLING	12564-0000	1
PEARL RIVER	10965	1
PEEKSKILL	10566	1
PEEKSKILL	10566-0000	1
PENFIELD	14526	1
PENFIELD	14526-0000	4
PENN YAN	14527	1
PENN YAN	14527-0000	8
PERRY	14530	1
PERRY	14530-0000	2
PHILMONT	12565-0000	1
PHOENIX	13135	1
PINE BUSH	12566	1
PINE PLAINS	12567	1
PITTSFORD	14534	1
PITTSFORD	14534-0000	8
PLAINVIEW	11803	5
PLATTSBURGH	12901	3
PLATTSBURGH	12901-0000	2
PLEASANTVILLE	10570-0000	2
POMONA	10970-0000	3
PORT BYRON	13140	1
PORT CHESTER	10573	2
PORT CHESTER	10573-0000	3
PORT EWEN	12466	1
PORT JEFFERSON	11777-0000	1
PORT JEFFERSON STATI	11776-3337	1
PORT JEFFERSON STATION	11776	2
PORT JEFFERSON STATION	11776-0000	1
PORT JERVIS	12771	2
PORT WASHINGTON	11050	2
PORTCHESTER	10573	1
POTSDAM	13676	2
POTSDAM	13676-2210	1
POTSDAM	13676-5643	1
POTSDAM	13699-5643	1
POUGHKEEPSIE	12601	7
POUGHKEEPSIE	12601-0000	3
POUGHKEEPSIE	12603	1
POUGHKEEPSIE	12603-0000	1
PULASKI	13142	2
PULASKI	13142-0000	1
PURCHASE	10577	2
PURCHASE	10577-0000	1
PUTNAM VALLEY	10579	1
QUEENSBURY	12804	2
RANDOLPH	14772	1
RANDOLPH	14772-0000	2

RAVENA	12143-0000	1
RED HOOK	12571-0000	1
RED HOOK	12571-9440	1
RENSSELAER	12144	1
RENSSELAER	12144-0000	2
RHINEBECK	12572-0000	3
RHINEBECK	12572-1122	1
RICHFIELD SPRINGS	13439	1
RICHFIELD SPRINGS	13439-0000	1
RICHFORD	13835-0000	1
RIFTON	12471	1
RIPLEY	14775-0000	2
RIVERHEAD	11901	3
RIVERHEAD	11901-0000	3
ROCHESTER	14605	4
ROCHESTER	14605-0000	2
ROCHESTER	14606	2
ROCHESTER	14606-0000	4
ROCHESTER	14607	1
ROCHESTER	14607-0000	2
ROCHESTER	14607-1554	2
ROCHESTER	14608	1
ROCHESTER	14608-0000	2
ROCHESTER	14609	3
ROCHESTER	14609-0000	6
ROCHESTER	14609-7495	2
ROCHESTER	14611-0000	10
ROCHESTER	14612	1
ROCHESTER	14612-0000	6
ROCHESTER	14613	1
ROCHESTER	14615	1
ROCHESTER	14616	1
ROCHESTER	14616-0000	2
ROCHESTER	14617-0000	2
ROCHESTER	14618	8
ROCHESTER	14618-0000	8
ROCHESTER	14618-2492	2
ROCHESTER	14618-2632	2
ROCHESTER	14619-0000	2
ROCHESTER	14620	1
ROCHESTER	14620-0000	7
ROCHESTER	14621	1
ROCHESTER	14621-0000	9
ROCHESTER	14621-2699	2
ROCHESTER	14622	1
ROCHESTER	14622-0000	2
ROCHESTER	14623	2
ROCHESTER	14623-0000	8
ROCHESTER	14623-1633	2
ROCHESTER	14623-5780	2
ROCHESTER	14624	1
ROCHESTER	14624-0000	4
ROCHESTER	14624-1324	2
ROCHESTER	14624-3444	2
ROCHESTER	14625	1
ROCHESTER	14626	2
ROCHESTER	14626-0000	5
ROCHESTER	14626-3249	2
ROCHESTER	14642-0000	3
ROCK HILL	12775-0000	1
ROCKVILLE CENTER	11570	2
ROCKVILLE CENTER	11570-0000	1
ROCKVILLE CENTRE	11570	4
ROCKVILLE CENTRE	11570-0000	1
ROCKY POINT	11778	1

ROME	13440-2427	1
ROME	13440-5717	1
ROMULUS	14541-0000	2
ROOSEVELT	11575	1
ROOSEVELT	11575-0000	1
ROSCOE	12776-0000	1
ROSENDALE	12472-0000	1
ROSLYN	11576	1
ROSLYN HEIGHTS	11577	1
ROTTERDAM	12306-0000	1
ROXBURY	12474-1543	1
RUSH	14543-0000	2
RUSHVILLE	14544-0000	4
RYE	10580	1
RYE	10580-2102	1
RYE BROOK	10573	1
S. NYACK	10960	1
SAINT JAMES	11780	1
SAINT JOHNSVILLE	13452-0000	1
SAINT REGIS FALLS	12980-0207	1
SALAMANCA	14779	1
SALAMANCA	14779-0000	4
SALEM	12865	1
SANBORN	14132-0000	1
SANDY CREEK	13145	1
SARANAC LAKE	12983	2
SARANAC LAKE	12983-0000	1
SARANAC LAKE	12983-9606	1
SARATOGA SPRINGS	12866	1
SARATOGA SPRINGS	12866-0000	7
SARATOGA SPRINGS	12866-5085	1
SAUGERTIES	12477-0000	3
SAUQUOIT	13456-0000	1
SAVILLE	11782	2
SCARSDALE	10583	3
SCARSDALE	10583-0000	3
SCHAGHTICOKE	12154-0000	1
SCHENECTADY	12303	2
SCHENECTADY	12304	2
SCHENECTADY	12304-0000	1
SCHENECTADY	12304-1019	1
SCHENECTADY	12305	1
SCHENECTADY	12306	1
SCHENECTADY	12306-5014	1
SCHENECTADY	12307-0000	1
SCHENECTADY	12308	1
SCHENECTADY	12308-0000	1
SCHENECTADY	12309	1
SCHENEVUS	12155	1
SCHOHARIE	12157-0000	1
SCHOHARIE	12157-0667	1
SCHROON LAKE	12870	1
SCHUYLERVILLE	12871-0000	1
SEA CLIFF	11579-0000	1
SEAFORD	11783-0000	1
SELDEN	11784	2
SENECA FALLS	13148-0000	1
SENECA FALLS	13148-1417	1
SETAUKET	11733	2
SETAUKET	11733-0000	1
SHARON SPRINGS	13459-0000	1
SHERBURNE	13460	3
SHERBURNE	13460-0000	1
SHERMAN	14781-0000	2
SHIRLEY	11967	1

SHIRLEY	11967-0000	3
SHORTSVILLE	14548	1
SHORTSVILLE	14548-0000	2
SHRUB OAK	10588	1
SIDNEY	13838	5
SILVER CREEK	14136-1338	1
SILVER SPRINGS	14550	1
SKANEATELES	13152	1
SKANEATELES	13152-9313	1
SLEEPY HOLLOW	10591	1
SLEEPY HOLLOW	10591-0000	1
SLINGERLANDS	12159	3
SLINGERLANDS	12159	1
SMITHTOWN	11787	3
SMITHTOWN	11787-0000	2
SNYDER	14226	1
SODUS	14551-0000	4
SOMERS	10589	2
SOUTH FALLSBURG	12779	1
SOUTH KORTRIGHT	13842	1
SOUTH KORTRIGHT	13842-0132	1
SOUTHAMPTON	11968	2
SOUTHAMPTON	11968-0000	2
SOUTHAMPTON	11968	1
SOUTHOLD	11971	1
SPECULATOR	12164	1
SPENCERPORT	14559-0000	2
SPRING VALLEY	10977	3
SPRING VALLEY	10977-0000	5
SPRINGVILLE	14141	1
SPRINGVILLE	14141-0000	1
STAMFORD	12167	2
STAR LAKE	13690-0000	1
STILLWATER	12170	1
STILLWATER	12170-0000	1
STONE RIDGE	12484-0219	1
STONY BROOK	11790	1
STONY BROOK	11790-3033	1
STONY BROOK	11794	1
STONY POINT	10980-0000	1
SUFFERN	10901	3
SUFFERN	10901-0000	2
SUFFERN	10901-4910	1
SYOSSET	11791	1
SYOSSET	11791-0000	1
SYRACUSE	13202	1
SYRACUSE	13202-0000	3
SYRACUSE	13203	3
SYRACUSE	13203-0000	1
SYRACUSE	13204	2
SYRACUSE	13204-0000	2
SYRACUSE	13205	1
SYRACUSE	13205-2552	1
SYRACUSE	13206	1
SYRACUSE	13207	1
SYRACUSE	13208	1
SYRACUSE	13208-0000	1
SYRACUSE	13210	1
SYRACUSE	13210-0000	2
SYRACUSE	13210-1936	1
SYRACUSE	13215-9700	1
SYRACUSE	13219-0000	1
SYRACUSE	13224	1
SYRACUSE	13224-0000	2
Syracuse	13244	1

TABERG	13471-0000	1
TANNERSVILLE	12470	1
TARRYTOWN	10591	1
TARRYTOWN	10591-0000	2
TICONDEROGA	12883-0000	1
TONAWANDA	14150	3
TONAWANDA	14150-5829	1
TONAWANDA	14217-0000	1
Troy	12180	6
TROY	12180-0000	4
TROY	12180-8323	1
TROY	12182	1
TROY	12182-0000	1
TROY	12182-1821	1
TRUMANSBURG	14886-9201	2
TUCKAHOE	10707	1
TUCKAHOE	10707-0000	1
TULLY	13159-0000	2
TUPPER LAKE	12986-0000	2
ULSTER PARK	12487	1
UNIONDALE	11553-0000	2
UTICA	13501	4
UTICA	13501-0000	4
UTICA	13502	2
UTICA	13502-0000	3
UTICA	13502-4856	1
UTICA	13502-5930	1
VALATIE	12184	3
VALHALLA	10595-0000	1
VALHALLA	10595-1697	1
VALLEY STREAM	11413-0000	1
VALLEY STREAM	11580	6
VALLEY STREAM	11580-0000	1
VALLEY STREAM	11581	1
VERNON	13476-0275	1
VERONA	13478	1
VESTAL	13850	3
VESTAL	13850-0000	1
VESTAL	13850-2088	1
VICTOR	14564	1
VICTOR	14564-0000	2
W AMHERST	14228-0000	2
WADDINGTON	13669-0000	1
WADING RIVER	11792	1
WADING RIVER	11792-0000	1
WAINSCOTT	11975	1
WALDEN	12586	1
WALDEN	12586-0000	1
WALTON	13856	2
WALTON	13856-1455	1
WAMPSVILLE	13163-0000	1
WAPPINGERS FALLS	12590-0000	1
WAPPINGERS FALLS	12590-4906	1
WARRENSBURG	12885-0000	1
WARSAW	14569	1
WARSAW	14569-0000	3
WARWICK	10990	3
WARWICK	10990-4101	1
WASHINGTONVILLE	10992	1
WASHINGTONVILLE	10992-1517	1
WATERLOO	13165-0000	3
WATERTOWN	13601	1
WATERTOWN	13601-0000	9
WATERTOWN	13601-1225	1
WATERVILLE	13480-0000	2

WATERVILLE	13480-1012	1
WATERVLIT	12189	1
WATKINS GLEN	14891	1
WATKINS GLEN	14891-0000	4
WAVERLY	14892-1211	2
WAYLAND	14572	2
WEBSTER	14580	1
WEBSTER	14580-0000	6
WELLSVILLE	14895-0000	3
WELLSVILLE	14895-1057	4
WESLEY HILLS	10952-0000	1
WEST AMHERST	14228-0000	2
WEST BABYLON	11704	4
WEST COXSACKIE	12192	2
WEST HARRISON	10604	1
WEST HEMPSTEAD	11552	2
WEST HENRIETTA	14586-0000	2
WEST ISLIP	11795	1
WEST ISLIP	11795-0000	2
WEST ISLIP	11795-4403	1
WEST ISLIP	11795-4411	1
WEST ISLIP	11795-4910	1
WEST NYACK	10994-0000	1
WEST SAYVILLE	11796	1
WEST SENECA	14224	3
WEST SENECA	14224-0000	2
WEST WINFIELD	13491	1
WESTBURY	11514	1
WESTBURY	11590	3
WESTBURY	11590-0000	2
WESTBURY	11590-4500	1
WESTFIELD	14787-1126	2
WESTPORT	12993	1
WHITE LAKE	12786-0000	1
WHITE PLAINS	10601	2
WHITE PLAINS	10601-0000	3
WHITE PLAINS	10603	1
WHITE PLAINS	10604	1
WHITE PLAINS	10604-0000	2
WHITE PLAINS	10605	2
WHITE PLAINS	10605-1616	1
WHITE PLAINS	10607	3
WHITEHALL	12887-0000	2
WHITESBORO	13492	1
WHITNEY POINT	13862	1
WILLIAMSON	14589-0000	2
WILLIAMSVILLE	14221	7
WILLIAMSVILLE	14221-0000	2
WILLIAMSVILLE	14221-2723	1
WILLIAMSVILLE	14221-4641	1
WILLISTON PARK	11596	1
WILLSBORO	12996-0338	1
WILMINGTON	12997	1
WILTON	12831	1
WINDSOR	13865-0000	1
WOLCOTT	14590-0000	2
WOODBURY	11797	1
WOODHULL	14898	1
WOODMERE	11598-0000	1
WOODSTOCK	12498	1
WOODSTOCK	12498-2620	1
WORCESTER	12197	1
WURTSBORO	12790	1
WYANDACH	11798	1
WYANDANCH	11798-3415	1

WYNANTSKILL	12198	1
YONKERS	10701	5
YONKERS	10701-0000	11
YONKERS	10701-2518	1
YONKERS	10703	1
YONKERS	10703-0000	1
YONKERS	10703-2705	1
YONKERS	10703-2904	1
YONKERS	10704	1
YONKERS	10704-0000	1
YONKERS	10705	6
YONKERS	10705-0000	2
YONKERS	10710	2
YORKTOWN HEIGHTS	10598	4

**Attachment 7: Vendor Responsibility Attestation**

To comply with the Vendor Responsibility Requirements outlined in Section F-6(c), Administrative. 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 8: Reference Submission Form**

**IFB #16945**

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

Provide two references from customers that have purchased products from your company.

<b>Provide Two References</b>
<p><b>Reference #1</b></p> <p>Name: _____</p> <p>Title: _____</p> <p>Organization/Company Name: _____</p> <p>Phone: (____) - ____ - ____ E-mail: _____</p>
<p><b>Reference #2</b></p> <p>Name: _____</p> <p>Title: _____</p> <p>Organization/Company Name: _____</p> <p>Phone: (____) - ____ - ____ E-mail: _____</p>

## **Attachment 9: M/WBE Procurement Forms**

All DOH procurements have a section entitled “**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE REQUIREMENTS.**” This section of procurement sets forth the established DOH goal for that particular procurement and also describes the forms that must be completed with their proposal or application. Below is a summary of the forms used for this IFB in the DOH M/WBE Participation Program by a grantee.

Any MWBE related questions or questions regarding the completion of MWBE forms can be sent to the Address listed under the inquiries section of this IFB. No questions will be accepted after the “Questions Due” date listed on the cover page of this IFB.

**M/WBE Form#4 – MWBE Staffing Plan** - This form should be completed based on the composition of staff working on the project. Enter the numbers or counts in the corresponding boxes and add up the totals in each column. This form is for diversity research purposes only and has no bearing on MWBE goal achievement.

**M/WBE Form#5 – EEO and MWBE Policy Statement** - This is a standard EEO policy that needs to be signed and dated and submitted. If Bidder has their own EEO policy it may be submitted instead of endorsing this document.

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

For project staff, consultants and/or subcontractors working on this grant complete the following plan. This has no impact on MWBE utilization goals, or the submitted Utilization Plan - Form#1. This is for diversity research purposes.

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

Address \_\_\_\_\_

\_\_\_\_\_

STAFF	Total	Male	Female	Black	Hispanic	Asian/ Pacific Islander	Other
Executive/Senior level Officials							
Managers/Supervisors							
Professionals							
Technicians							
Administrative Support							
Craft/Maintenance Workers							
Laborers and Helpers							
Service Workers							
<b>Totals</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:

- Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations. Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- 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.
- 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.
- 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.
- 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.

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

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

**EEO**

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.

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed,

**Attachment 10: Encouraging Use Of New York Businesses In Contract Performance  
New York State Department of Health**

**I. Background**

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing service and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law. Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York’s infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor’s optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements. Public procurements can drive and improve the State’s economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

**II. Required Identifying Information**

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

Will New York State Businesses be used in the performance of this contract?     YES     NO

If yes, identify New York State businesses that will be used and attach identifying information. Information should include at a minimum: verifiable business name, New York address and business contact information.

**New York Business Identifying Information**

<b>Business Name</b>	<b>Business Address</b>	<b>Contact Name</b>	<b>Contact Phone</b>	<b>Contact Email</b>

## Attachment 11: Data Logger IFB Checklist

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

To assist with assembling a complete bid package, this checklist identifies all documents that are requested as part of your bid package. The cover page of this IFB identifies the due date for receipt of your bid package. **Bidders assume all risks for timely, properly submitted deliveries.** Bidders are strongly encouraged to arrange for delivery of bids to DOH **prior to** the date of the bid opening. **LATE BIDS will be rejected. E-mail bid submissions are not acceptable and will not be considered.**

### TECHNICAL RESPONSE

- \_\_\_ Four (4) signed originals (handwritten signature) and four (4) signed copies of the Technical Response Form (Attachment 4)
- \_\_\_ Eight (8) completed and signed copies of the Manufacturer Attestation Form (Attachment 12)
- \_\_\_ Four (4) signed originals (handwritten signature) and four (4) signed copies of the Vendor Cover Sheet (Attachment 3).
- \_\_\_ Four (4) signed originals (handwritten signature) and four (4) signed copies of the Vendor Responsibility Attestation (Attachment 7).
- \_\_\_ Eight (8) copies of the Reference Submission Form (Attachment 8).
- \_\_\_ Four (4) signed originals (handwritten signature) and four (4) signed copies of the NYS DOH Lobbying Form (Attachment 1).
- \_\_\_ Four (4) signed originals (handwritten signature) and four (4) signed copies of the M/WBE Utilization Plan (Attachment 9).
- \_\_\_ Four (4) signed originals (handwritten signature) and four (4) signed copies of the Encouraging Use of New York Businesses (Attachment 10).
- \_\_\_ Four (4) originals and four (4) copies of the data logger product specifications sheet.
- \_\_\_ Eight (8) copies of a sample calibration certificate for the data logger product offered in the bid.
- \_\_\_ Data Loggers IFB Checklist (This form).

### COST PROPOSAL

- \_\_\_ Four (4) signed originals (handwritten signature) and four (4) signed copies of the Cost Proposal Form (Attachment 5).

### PLEASE LABEL THE OUTSIDE OF THE SEALED BID PACKAGE WITH THE FOLLOWING:

1. DATA LOGGER IFB#16945
2. BID ENCLOSED
3. BIDDER NAME

**Attachment 12: Manufacturer Attestation Form**

**NOTE TO BIDDERS:**

**This form is to be completed and returned to you (the bidder) by the product manufacturer, and submitted with your bid proposal (see Section C, Eligibility Requirements for Bidders).**

BIDDER'S COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

The manufacturer signing this form does hereby attest to the accuracy and validity of the responses to the following questions:

1. Is the bidder listed above the **manufacturer** of the product offered?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
  
2. Is the bidder listed above an **authorized manufacturer representative** for your products?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
  
3. Has the bidder been an authorized manufacturer representative or the manufacturer for at least two (2) years?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
  
4. Do you as a manufacturer agree to supply the bidder with the FridgeTag2L or equivalent product as specified within IFB Number 16945?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

MANUFACTURER'S COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
NAME OF MANUFACTURER'S AUTHORIZED SIGNATORY

\_\_\_\_\_  
SIGNATURE OF  
MANUFACTURER'S AUTHORIZED SIGNATORY

\_\_\_\_\_  
DATE



Contract No.:

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

\_\_\_\_\_  
CONTRACTOR

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

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

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

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

\_\_\_\_\_  
STATE AGENCY

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

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

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

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

State Agency Certification:  
"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."  
\_\_\_\_\_

\_\_\_\_\_  
STATE OF NEW YORK)  
COUNTY OF \_\_\_\_\_) SS.:

On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Signature and office of the individual taking acknowledgement)

**ATTORNEY GENERAL'S SIGNATURE**

\_\_\_\_\_

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

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

**STATE COMPTROLLER'S SIGNATURE**

\_\_\_\_\_

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

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

**Appendix A: Standard Clauses for New York State Contracts**

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

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### **STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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, upgrading, 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: [mwb certification@esd.ny.gov](mailto:mwb certification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of

2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will

review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

# Appendix X: Modification Agreement Form

(to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

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

Amendment Number: X-\_\_\_\_\_ BSC Unit ID: 345<XXXX>

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR), having its mailing address at \_\_\_\_\_, 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 work plan 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.

Additionally, Contractor certifies that it is not included on the prohibited entities list published at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> as a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Contractor (or any assignee) also certifies that it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Prior to this amendment, the contract value and period were:  
\$ \_\_\_\_\_ From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Value before amendment) (Initial start date)

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:

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

Amendment Number: X- \_\_\_\_\_ BSC Unit ID: 345<XXXX>

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 )  
COUNTY OF \_\_\_\_\_ ) SS.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Signature and office of the individual taking acknowledgement)

**STATE AGENCY SIGNATURE**

"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."

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTORNEY GENERAL'S SIGNATURE**

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

**STATE COMPROLLER'S SIGNATURE**

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

**STATE OF NEW YORK AGREEMENT**

This AGREEMENT is hereby made by and between the State of New York Department of Health (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has formally requested contractors to submit bid proposals for the project described in Appendix B for which bids were opened on the date noted on the face pages of this AGREEMENT; and

WHEREAS, the STATE has determined that the CONTRACTOR is the successful bidder, and the CONTRACTOR covenants that it is willing and able to undertake the services and provide the necessary materials, labor and equipment in connection therewith;

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the covenants and obligations moving to each party hereto from the other, the parties hereto do hereby agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- B. The maximum compensation for the contract term of this AGREEMENT shall not exceed the amount specified on the face page hereof.
- C. This AGREEMENT may be renewed for additional periods (PERIOD), as specified on the face page hereof.
- D. To exercise any renewal option of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT. The modification agreement is subject to the approval of the Office of the State Comptroller.
- E. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.
- F. For the purposes of this AGREEMENT, the terms "Request For Proposal" and "RFP" include all Appendix B documents as marked on the face page hereof.
- G. For the purposes of this AGREEMENT, the term "Proposal" includes all Appendix C documents as marked on the face page hereof.

II. Payment and Reporting

- A. The CONTRACTOR shall submit complete and accurate invoices and/or vouchers, together with supporting documentation required by the contract, the State Agency and the State Comptroller, to the STATE's designated payment office in order to receive payment to one of the following addresses:
  - 1. Preferred Method: Email a .pdf copy of your signed voucher to the BSC at: [DOHaccountspayable@ogs.ny.gov](mailto:DOHaccountspayable@ogs.ny.gov) with a subject field as follows:  
Subject: <<Unit ID: 345XXXX>> <<Contract #>>  
(Note: do not send a paper copy in addition to your emailed voucher.)
  - 2. Alternate Method: Mail vouchers to BSC at the following U.S. postal address:  
NYS Department of Health  
Unit ID 345<<xxxx>>  
PO Box 2093  
Albany, NY 12220-0093
- B. Payment of such invoices and/or vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law.

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 [helpdesk@sfs.ny.gov](mailto:helpdesk@sfs.ny.gov) or by telephone at 1-855-233-8363. 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/vendors/vendorsguide/guide.htm>.

### III. Term of Contract

- A. Upon approval of the Office of the State Comptroller, this AGREEMENT shall be effective for the term as specified on the cover page.
- B. This Agreement may be terminated by mutual written agreement of the contracting parties.
- C. This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments hereto, provided that the Department shall give the contractor written notice via registered or certified mail, return receipt requested, or shall deliver same by hand-receiving Contractor's receipt therefor, such written notice to specify the Contractor's failure and the termination of this Agreement. Termination shall be effective ten (10) business days from receipt of such notice, established by the receipt returned to the Department. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination.
- D. This Agreement may be deemed terminated immediately at the option of the Department upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by the Department to the Contractor.
- E. 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.

### IV. Proof of Coverage

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:

- A. 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
  - 1. 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
  - 2. SI-12 – Certificate of Workers' Compensation Self-Insurance, OR GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance.
- B. Disability Benefits coverage, for which one of the following is incorporated into this contract as Appendix E-2:
  - 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
  - 2. DB-120.1 – Certificate of Disability Benefits Insurance OR
  - 3. DB-155 – Certificate of Disability Benefits Self-Insurance

V. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

## **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:
  - 1. 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;
  - 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
  - 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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. 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.
- X. 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.

Y. 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.

Z. 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 following address New York State Department of Health, Bureau of Contracts Room -2756, Corning Tower, Albany, NY 12237; 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, Albany NY 12239, ATTN: Consultant Reporting.

AA. 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.

BB. 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.

CC. 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.

DD. On-Going Responsibility

1. General Responsibility Language: The CONTRACTOR shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Health or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
2. Suspension of Work (for Non-Responsibility) :The Commissioner of Health or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Health or his or her designee issues a written notice authorizing a resumption of performance under the Contract.
3. Termination (for Non-Responsibility): Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department of Health officials or staff, the Contract may be terminated by Commissioner of Health or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Health or his or her designee to be non-responsible. In such event, the Commissioner of Health or his or her

designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

- EE. Provisions Related to Iran Divestment Act: As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list has been posted on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

By entering into this Contract, CONTRACTOR (or any assignee) certifies that it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, CONTRACTOR agrees that should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. CONTRACTOR also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Health may approve a request for Assignment of Contract.

During the term of the Contract, should New York State Department of Health receive information that a person is in violation of the above referenced certification, New York State Department of Health will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then New York State Department of Health shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the CONTRACTOR in default.

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

## Appendix F: Software as a Service (SAAS) Terms and Conditions

### A. General Requirements

Contractor agrees that it shall perform the Software as a Services (SaaS) in a manner consistent with the following requirements:

1. Host all Department Data and maintain and implement procedures to physically and logically segregate Department's Data from Contractor's data and data belonging to Contractor's other customers.
2. Establish and maintain appropriate environmental, safety and facility procedures, data security procedures and other safeguards against the destruction, corruption, loss or alteration of the hosting Services and any Department Data, and to prevent unauthorized access, alteration or interference by third parties of the same.
3. Utilize industry best practices and technology (including appropriate firewall protection, intrusion prevention tools, and intrusion detection tools) to protect, safeguard, and secure the System and Department Data against unauthorized access, use, and disclosure. Contractor shall constantly monitor for any attempted unauthorized access to, or use or disclosure of, any of such materials and shall immediately take all necessary and appropriate action in the event any such attempt is discovered, promptly notifying the ITS EISO of any material or significant breach of security with respect to any such materials.
4. When software vulnerabilities are revealed and addressed by a vendor patch, Contractor will obtain the patch from the applicable vendor and categorize the urgency of application as either "critical" or "non-critical" in nature. The determination of the critical versus non-critical nature of patches is solely at the reasonable discretion of Contractor in consultation with ITS EISO. Contractor will apply all critical security patches, hot fixes, or service packs as they are tested and determined safe for installation.

### B. Data Location and Related Restrictions

All Data shall remain in the Continental United States (CONUS). Any Data stored, or acted upon, must be located solely in Data Centers in CONUS. Services which directly or indirectly access Data may only be performed from locations within CONUS.

### C. Support Services

All helpdesk, online, and support services which access any Data must be performed from within CONUS.

### D. Contractor Portable Devices

Contractor shall not place Data on any portable Device unless Device is located and remains within Contractor's CONUS Data Center.

### E. Data Breach - Required Contractor Actions

Unless otherwise provided by law, in the event of a Data Breach, the Contractor shall:

1. Notify the ITS EISO and any potentially affected Department or their designated contact person(s), by telephone as soon as possible.
2. Consult with and receive authorization from the Department as to the content of any notice to affected parties prior to notifying any affected parties to whom notice of the Data Breach is required, either by statute or by the Department;
3. Coordinate all communication regarding the Data Breach with the ITS EISO and the Department;
4. Cooperate with the Department and ITS EISO in attempting (a) to determine the scope and cause of the breach; and (b) to prevent the future recurrence of such security breaches; and

5. Take corrective action in the timeframe required by the Department. If Contractor is unable complete the corrective action within the required timeframe the Department may contract with a third party to provide the required services until corrective actions and services resume in a manner acceptable to the Department, or until the Department has completed a new procurement for a replacement service system. The Contractor will be responsible for the cost of these services during this period. Nothing herein shall in any way (a) impair the authority of the OAG to bring an action against Contractor to enforce the provisions of the New York State Information Security Breach Notification Act (ISBNA) or (b) limit Contractor's liability for any violations of the ISBNA or any other applicable statutes, rules or regulations.

F. Data Ownership

The Department shall own all right, title and interest in Data.

G. Department Access to Data

The Department shall have access to its Data at all times, through the term of this Contract. The Department shall have the ability to import or export Data in piecemeal or in its entirety at the Department's discretion, without interference from the Contractor. This includes the ability for the Department to import or export Data to/from other Contractors.

H. Contractor Access to Data

The Contractor shall not copy or transfer Data unless authorized by the Department. In such an event the Data shall be copied and/or transferred in accordance with the provisions of this Section. Contractor shall not access any Data for any purpose other than fulfilling the service. Contractor is prohibited from Data Mining, cross tabulating, monitoring Department's Data usage and/or access, or performing any other Data Analytics other than those required under this contract. At no time shall any Data or processes (e.g. workflow, applications, etc.), which either are owned or used by the Department be copied, disclosed, or retained by the Contractor or any party related to the Contractor. Contractors are allowed to perform industry standard back-ups of Data. Documentation of back-up must be provided to the Department upon request.

I. Suspension of Services

During any period of suspension of service, the Department shall have full access to all Data at no charge. The Contractor shall not take any action to erase and/or withhold any Department Data, except as directed by the Department.

J. Transferring of Data

The Contractor will not transfer Data unless directed to do so in writing by the Department. At the request of the Department, the Contractor will provide the services required to transfer Data from existing Databases to physical storage devices, to facilitate movement of large volumes of Data.

K. Requests for Data by Third Parties

Unless prohibited by law, Contractor shall notify the Department in writing within 24 hours of any request for Data (including requestor, nature of Data requested and timeframe of response) by a person or entity other than the Department, and the Contractor shall secure written acknowledgement of such notification from the Department before responding to the request for Data. Unless compelled by law, the Contractor shall not release Data without the Department's prior written approval.

L. Transfer of Data at End of Contract

At the end of the Contract, Contractor may be required to transfer Data to a new Contractor and/or to the Department. This transfer must be carried out as specified by the Department. This transfer may include, but is not limited to, conversion of all Data into or from an industry standard format(s) including comma/delimited files, txt files, or Microsoft standard file formats

M. Transfer of Data; Contract Breach or Termination

In the case of Contract breach or termination for cause of the Contract, all expenses for the transfer of Data shall be the responsibility of the Contractor.

N. Expiration or Termination of Services

Upon expiration or termination of this Contract, the Department shall have full access to all Data for a period of 90 calendar days at no charge. During this period, the Contractor shall not take any action to erase and/or withhold any Data, except as directed by the Department.

O. Return of Data

Upon expiration or termination of this Contract, the Contractor shall return Data in a format required by the Department. When requested by the Department, the Contractor must certify that all Data has been removed from its system and removed from backups.

P. Secure Data Disposal

If requested by the Department, the Contractor shall destroy Data in all of its forms, including all backups. Data shall be permanently deleted and shall not be recoverable, according to ITS Policy S13-003 Sanitization/Secure Disposal or successor and S14-003 Information Security Controls or successor. Certificates of destruction, in a form acceptable to the Department, shall be provided by the Contractor to the Department.

Q. Destruction of Data

The Data, and/or the storage medium containing the Data, shall be destroyed in accordance with applicable ITS destruction policies (ITS Policy S13-003 Sanitization/Secure Disposal and S14-003 Information Security Controls or successor) when the Contractor is no longer contractually required to store the Data.

R. Background Checks

The Department may require the Contractor to conduct background checks on certain Contractor staff at no charge to the Department.

S. Separation of Duties

The Department may require the separation of job duties, and limit staff knowledge of Data to that which is absolutely needed to perform job duties.

T. Business Continuity/Disaster Recovery Operations

The Contractor shall provide and implement a business continuity and disaster recovery plan in accordance with the requirements of the RFP and approved by the New York State Office for Information Technology Services.

U. Compliance with Federal, State and Local Regulations

The Department may require the Contractor to provide verification of compliance with specific federal, State and local regulations, laws and information technology standards with which the Department is required to comply.

V. WARRANTIES

1. **Software Performance.** Contractor hereby warrants and represents that the SaaS acquired by the Department under this Contract conform to Contractor's specifications, performance standards and Documentation and that the Documentation fully describes the proper procedure for using the Products.
2. **Title and Ownership.** Contractor warrants and represents that it has (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver specified license rights from a third party, to any Products or Services acquired by the Department under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor shall indemnify the State and hold the State harmless from any damages and liabilities (including reasonable attorneys' fees and costs) arising from any breach of Contractor's warranties as set forth herein.

3. **Product Warranty.** Contractor further warrants and represents that Products or Services shall be free from defects in material and workmanship and will conform to all requirements of the Contract for the Contractor's standard commercial warranty period, if applicable, or for the term of the contract from the date of acceptance, whichever is longer (the "Product warranty period").
4. **Virus Warranty.** The Contractor represents and warrants that any Licensed Software acquired under the Contract by the Department does not contain any known Viruses. Contractor is not responsible for Viruses introduced at the Department's Site.
5. **Workmanship Warranty.** Contractor warrants that the services acquired under this Contract will be provided in a professional and workmanlike manner in accordance with industry standards. The Department must notify Contractor of any services warranty deficiencies within ninety calendar days from performance of the services that gave rise to the warranty claim.
6. **Survival of Warranties.** All warranties contained in this Contract shall survive the termination of this Contract.
7. **Prompt Notice of Breach.** The Department shall promptly notify the Contractor and the Commissioner in writing of any claim of breach of any warranty provided herein.
8. **Additional Warranties.** Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties than those set forth herein, Contractor shall offer or pass through any such warranties to the Department.
9. **No Limitation of Rights.** The rights and remedies of the Department provided in this clause are in addition to and do not limit any rights afforded to the Department by any other clause of the Contract.

W. **Ownership/Title to Project Deliverables**

Title and ownership to software delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other independent software vendor proprietary owner ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the proprietary owner of other independent software vendor(s) ("ISV"). Effective upon acceptance, such Product shall be licensed to the Department in accordance with the Contractor or ISV owner's standard license agreement, provided, however, that such standard license, must during the term of the Contract, at a minimum, grant the Department a non-exclusive license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the Department as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Department's satisfaction).

X. **Contractor's Obligation with Regard to ISV (Third Party) Product**

Contractor shall be responsible for obtaining from the ISV third party proprietary owner/developer the rights set forth herein to the benefit of the Department at Contractor's sole cost and expense.

Y. **Escrow of Source Code**

1. The Contractor shall either:
  - a. Provide the Department with the source code for the product;
  - b. At the expense of the Contractor, place the source code in a third-party escrow arrangement with a designated escrow agent, who shall be named and identified to, and acceptable to, the Department, and who shall be directed to release the deposited source code in accordance with a standard escrow agreement acceptable and approved by the Department. That agreement must, at minimum, provide for release of the source code to the Department if a) Contractor files for bankruptcy or becomes insolvent b) Contractor misrepresents its products or services c) Contractor fails to perform work as agreed upon in this contract and subsequent agreement d) Contractor ceases business operations generally or fails to make available maintenance or support services for the then-current version of the licensed product; or

- c. Certify to the Department that the product manufacturer/developer has named the Department as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the Department and who shall be directed to release the deposited source code in accordance with the terms of escrow. Source code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the product in the same manner as provided above and such updating of escrow shall be certified to the Department in writing. The Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph.
2. Throughout the term of this Contract, the Contractor will deliver all software, including updates to the software, to the Department or the escrow agent within five (5) business days of implementing the use of such software so that all software in the custody of the Department or the escrow agent will be the then current version reflecting all changes and upgrades, but in any event, no less frequently than every six (6) months.
3. The Contractor also must place in escrow one (1) paper copy and one (1) electronic copy of maintenance manuals and additional documentation that are required for the proper maintenance of all systems and the software used to develop, test, and implement the system. Revised copies of manuals and documentation must be placed in the escrow account in the event they are changed. Such documentation must consist of logic diagrams, installation instructions, operation and maintenance manuals, and must be the same as that which the Contractor supplies to its maintenance personnel to maintain its software.
4. Except as otherwise provided in this Contract, the Contractor will not be obligated to provide source code (the uncompiled operating instructions for the software) for commercial software unless it is readily available from the licensor. When source code is provided, it must be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code. If the source code of such third-party is not otherwise provided or freely available, the Contractor will be obliged to ensure that the source code and associated documentation is subject to an escrow agreement meeting the requirements of Paragraph 1 of this Appendix. In the event that this Contract expires and is not renewed or extended, the Department has the option to continue the escrow agreement until such time that the Department is no longer using the software or documentation covered by this escrow agreement.

## 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.

## **Appendix M: Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures**

### **I. General Provisions**

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

### **II. Contract Goals**

- A. For purposes of this procurement, the New York State Department of Health hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:  
<http://www.esd.ny.gov/mwbe.html>.

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

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the New York State Department of Health for liquidated or other appropriate damages, as set forth herein.

### **III. Equal Employment Opportunity (EEO)**

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women’s Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
  - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment 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.
  - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

A. Form #4 - Staffing Plan

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

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

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract

pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

- A. For Waiver Requests Contractor should use Form #2 – Waiver Request.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Department of Health shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the New York State Department of Health may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

- A. Contractor is required to submit a Quarterly MWBE Contractor Compliance Report to the New York State Department of Health by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract. Data should be submitted via the online compliance system at <https://ny.newnycontracts.com>.

VII. Liquidated Damages - MWBE Participation

- A. Where New York State Department of Health determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the New York State Department of Health liquidated damages.
- B. 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.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Department of Health.