

New York State Department of Health
BID FORM

PROCUREMENT TITLE: **Purchase and Delivery Services** FAU # **0812111122**

Bidder Name: _____

Bidder Address: _____

Bidder Fed ID No: _____

A. _____ bids a total price of \$ _____
(Name of Offerer/Bidder)

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

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

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

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

No – Go to Question 2 Yes - Please Answer Questions a, b and c

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

No Yes

b. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

No Yes

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- c. 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 (<i>Attach Additional Pages as Necessary</i>)	

2. 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?

No Yes – If Yes, Please provide details below:

Governmental Entity	Date of Finding of Non-Responsibility
Basis of Finding of Non-Responsibility (<i>Attach Additional Pages as Necessary</i>)	

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

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

With Bid	Upon Award	
<input type="checkbox"/>	<input type="checkbox"/>	1. A completed N.Y.S Taxation and Finance Contractor Certification Form ST-220.
<input type="checkbox"/>	<input type="checkbox"/>	2. A completed N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to \$100,000)
<input type="checkbox"/>	<input type="checkbox"/>	3. A completed State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term

(Officer Signature)	(Date)
(Officer Title)	(Telephone)
(e-mail Address)	

New York State Department of Health
NO BID FORM

PROCUREMENT TITLE: **Purchase and Delivery Services** FAU # **0812111122**

Bidder Name: _____

Bidder Address: _____

Bidder Fed ID No: _____

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:

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.

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

20. OMNIBUS PROCUREMENT ACT OF 1992.

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

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

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

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

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

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

22. PURCHASES OF APPAREL.

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

APPENDIX D GENERAL SPECIFICATIONS

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

Health in strict accordance with the specifications and pursuant to a contract therefore.

H. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

I. Non-Collusive Bidding

By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- a. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

Any bid made to the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods, sold or to be sold, where competitive bidding is required by statute, rule or regulation and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

- J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its or its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- K. The Department reserves the right to make awards within ninety (90) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.
- L. **Work for Hire Contract**
Any contract entered into resultant from this request for proposal will be considered a "Work for Hire Contract." The Department will be the sole owner of all source code and any software which is developed or included in the application software provided to the Department as a part of this contract.
- M. **Technology Purchases Notification --** The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology"
 - 1. For the purposes of this policy, "technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc., that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.

2. If this RFP results in procurement of software over \$20,000, or of other technology over \$50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies, PRIOR TO AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for Technology.
3. Any contract entered into pursuant to an award of this RFP shall contain a provision which extends the terms and conditions of such contract to any other State agency in New York. Incorporation of this RFP into the resulting contract also incorporates this provision in the contract.
4. The responses to this RFP must include a solution to effectively handle the turn of the century issues related to the change from the year 1999 to 2000.

N. YEAR 2000 WARRANTY

1. Definitions

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

- a. Product shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are being furnished, e.g. consulting, systems integration, code or data conversion or data entry, the term Product shall include resulting deliverables.
- b. Vendor's Product shall include all Product delivered under this Agreement by Vendor other than Third Party Product.
- c. Third Party Product shall include products manufactured or developed by a corporate entity independent from Vendor and provided by Vendor on a non-exclusive licensing or other distribution Agreement with the third party manufacturer. Third Party Product does not include product where Vendor is: a) corporate subsidiary or affiliate of the third party manufacturer/developer; and/or b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

2. Warranty Disclosure

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

- a. For Vendor Product and for Products (including, but not limited to, Vendor and/or Third Party Products and/or Authorized User's Installed Product) which have been specified to perform as a system: Compliance or non-compliance of the Products individually or as a system with the Warranty Statement set forth below; and
- b. For Third Party Product Not Specified as Part of a System: Third Party Manufacturer's statement of compliance or non-compliance of any Third Party Product being delivered with Third Party Manufacturer/Developer's Year 2000 warranty. If such Third Party Product is represented by Third Party Manufacturer/Developer as compliant with Third Party Manufacturer/Developer's Year 2000 Warranty, Vendor shall pass through said third party warranty from the third party manufacturer to the Authorized User but shall not be liable for the testing or verification of Third Party's compliance statement.

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

3. Warranty Statement

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

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

In the event of any breach of this warranty, Vendor shall restore the Product to the same level of performance as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized User's ongoing business processes, time being of the essence, at Vendor's sole cost and

expense. This warranty does not extend to correction of Authorized User's errors in data entry or data conversion.

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

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

- O. **No Subcontracting**
Subcontracting by the contractor shall not be permitted except by prior written approval and knowledge of the Department of Health.
- P. **Superintendence by Contractor**
The Contractor shall have a representative to provide supervision of the work which Contractor employees are performing to ensure complete and satisfactory performance with the terms of the Contract. This representative shall also be authorized to receive and put into effect promptly all orders, directions and instructions from the Department of Health. A confirmation in writing of such orders or directions will be given by the Department when so requested from the Contractor.
- Q. **Sufficiency of Personnel and Equipment**
If the Department of Health is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the Department shall have the authority to require the Contractor to use such additional personnel, to take such steps necessary to perform the services satisfactorily at no additional cost to the State.
- R. **Experience Requirements**
The Contractor shall submit evidence to the satisfaction of the Department that it possesses the necessary experience and qualifications to perform the type of services required under this contract and must show that it is currently performing similar services. The Contractor shall submit at least two references to substantiate these qualifications.
- S. **Contract Amendments**
This agreement may be amended by written agreement signed by the parties and subject to the laws and regulations of the State pertaining to contract amendments. This agreement may not be amended orally.

The contractor shall not make any changes in the scope of work as outlined herein at any time without prior authorization in writing from the Department of Health and without prior approval in writing of the amount of compensation for such changes.

T. Provisions Upon Default

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

U. Termination Provision

Upon termination of this agreement, the following shall occur:

1. Contractor shall make available to the State for examination all data, records and reports relating to this Contract; and
2. Except as otherwise provided in the Contract, the liability of the State for payments to the Contractor and the liability of the Contractor for services hereunder shall cease.

V. Conflicts

If, in the opinion of the Department of Health, (1) the specifications conflict, or (2) if the specifications are not clear as to (a) the method of performing any part of the work, or as to (b) the types of materials or equipment necessary, or as to (c) the work required to be done in every such situation, the Contractor shall be deemed to have based his bid upon performing the work and furnishing materials or equipment in the most inexpensive and efficient manner. If such conflicts and/or ambiguities arise, the Department of Health will furnish the Contractor supplementary information showing the manner in which the work is to be performed and the type or types of material or equipment that shall be used.

W. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT

The New York State Department of Health recognizes the need to take

affirmative action to ensure that Minority and Women Owned Business Enterprises are given the opportunity to participate in the performance of the Department of Health's contracting program. This opportunity for full participation in our free enterprise system by traditionally, socially and economically disadvantaged persons is essential to obtain social and economic equality and improve the functioning of the State economy.

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

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

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

X. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:
 - a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the

contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).

- b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction of property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.
 - i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.
 - ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.
 - iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

Y. Certification Regarding Debarment and Suspension

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for 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 which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of

those regulations.

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
 - a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

- Z. Confidentiality Clauses
 1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.
 2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.

3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.
 4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.
 5. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.
 6. All subcontracts shall contain provisions specifying:
 - a. that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and
 - b. that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.
- AA. Provision Related to Consultant Disclosure Legislation
1. If this contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15th following the end of each state fiscal year included in this contract term. This report must be submitted to:
 - a. The NYS Department of Health, at the STATE's designated payment office address included in this AGREEMENT; and

- b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany NY 12236 ATTN: Consultant Reporting - or via fax at (518) 474-8030 or (518) 473-8808; and
- c. The NYS Department of Civil Service, Alfred E. Smith Office Building, Albany NY 12239, ATTN: Consultant Reporting.

BB. Provisions Related to New York State Procurement Lobbying Law

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

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

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

DD. Lead Guidelines

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

New York State Department of Taxation and Finance

Contractor Certification(Pursuant to Section 5-a of the Tax Law, as amended,
effective April 26, 2006)**ST-220-TD**

(6/06)

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

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

General information

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

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

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

Mail completed form to:

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

Privacy notification

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

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

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

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

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

Need help?

Internet access: www.nystax.gov
(for information, forms, and publications)



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



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

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 698-2909

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

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



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

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

Make only one entry in each section below.

Section 1 — Contractor registration status

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

Section 2 — Affiliate registration status

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

Section 3 — Subcontractor registration status

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

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

ST-220-CA

(6/06)

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

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

I, _____, hereby affirm, under penalty of perjury, that I am _____

(name) (title)

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

(Mark an X in only one box)

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

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

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

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

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

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

When to complete this form

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

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

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

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT BUSINESS ENTITY

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

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

EIN: _____

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

I. BUSINESS CHARACTERISTICS		
1.5 Is the responding Business Entity a Joint Venture? <i>Note: If the Submitting Business Entity is a Joint Venture, also submit a questionnaire for each Business Entity comprising the Joint Venture</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
1.6 Does the Business Entity have a DUNS Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Enter DUNS Number		
1.7 Is the Business Entity's Principle Place of Business/Executive Office in New York State? If 'No', does the Business Entity maintain an office in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
Provide the address and telephone number for one New York office.		
1.8 Is the Business Entity a New York State Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If 'Yes', check all that apply: <input type="checkbox"/> New York State Certified Minority Owned Business Enterprise (MBE) <input type="checkbox"/> New York State Certified Women Owned Business Enterprise (WBE) <input type="checkbox"/> New York State Small Business <input type="checkbox"/> Federally Certified Disadvantaged Business Enterprise (DBE)		
1.9 Identify Business Entity Officials and Principal Owners. For each person, include name, title and percentage of ownership, if applicable. <i>Attach additional pages if necessary.</i>		
Name	Title	Percentage Ownership (<i>Enter 0% if not applicable</i>)
II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS		
2.0 Does the Business Entity have any Affiliates? <i>Attach additional pages if necessary.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (<i>If available</i>)	Affiliate's Primary Business Activity
Explain relationship with the Affiliate and indicate percent ownership, if applicable(enter 0, if not applicable):		
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name	Position/Title with Affiliate	
2.1 Has the Business Entity participated in any Joint Ventures within the past three (3) years? <i>Attach additional pages if necessary</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Name:	Joint Venture EIN (<i>If available</i>):	Identify parties to the Joint Venture:
III. CONTRACT HISTORY		
3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? List these contracts using Attachment A, found at http://www.osc.state.ny.us/vendrep/documents/attachmenta.pdf .		<input type="checkbox"/> Yes <input type="checkbox"/> No

EIN: _____

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

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

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

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

VII. LEGAL PROCEEDINGS	
Within the past five (5) years, has the Business Entity or any Affiliate	
7.0 been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No

EIN: _____

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

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

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

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
9.0 Within the past five (5) years, has the Business Entity or any Affiliates received a formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

EIN: _____

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

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

EIN: _____

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

Certification

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies or political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information disclosed in response to the questionnaire and any attached documents is true, accurate and complete.

The undersigned certifies that he/she:

- is knowledgeable about the submitting vendor's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the question set in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the vendor's response set is full, complete and accurate including all attachments; if applicable;
- understands that New York State will rely on information disclosed in this questionnaire when entering into a contract with the vendor; and
- is under obligation to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Signature of Owner/Officer _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20____;

_____ Notary Public

Instructions

State Consultant Services
Form A: Contractor's Planned Employment
And
Form B: Contractor's Annual Employment Report

Form A: This report must be completed before work begins on a contract. Typically it is completed as a part of the original bid proposal. The report is submitted only to the soliciting agency who will in turn submit the report to the NYS Office of the State Comptroller.

Form B: This report must be completed annually for the period April 1 through March 31. The report must be submitted by May 15th of each year to the following three addresses:

1. The designated payment office (DPO) outlined in the consulting contract.
2. NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting
or via fax to –
(518) 474-8030 or (518) 473-8808
3. NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, NY 12239
Attn: Consultant Reporting

Completing the Reports:

Scope of Contract (Form B only): a general classification of the single category that best fits the predominate nature of the services provided under the contract.

Employment Category: the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract. Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

Number of Employees: the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.

Number of hours (to be) worked: for Form A, the total number of hours to be worked, and for Form B, the total number of hours worked during the Report Period by the employees in the employment category.

Amount Payable under the Contract: the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

State Consultant Services

FORM B**OSC Use Only**

Reporting Code: _____

Category Code: _____

Contractor's Annual Employment Report
Report Period: April 1, 2008 to March 31, 2009

Agency Name New York State Department of Health	Agency Code 12000
Contract Start Date:	Contract End Date:
Contractor Name	Contract Number
Contractor Address	
Description of Services Being Provided	

Scope of Contract (Chose one that best fits):

- | | | |
|---|---|---|
| <input type="checkbox"/> Analysis | <input type="checkbox"/> Evaluation | <input type="checkbox"/> Research |
| <input type="checkbox"/> Training | <input type="checkbox"/> Data Processing | <input type="checkbox"/> Computer Programming |
| <input type="checkbox"/> Other IT Consulting | <input type="checkbox"/> Engineering | <input type="checkbox"/> Architect Services |
| <input type="checkbox"/> Surveying | <input type="checkbox"/> Environmental Services | <input type="checkbox"/> Health Services |
| <input type="checkbox"/> Mental Health Services | <input type="checkbox"/> Accounting | <input type="checkbox"/> Auditing |
| <input type="checkbox"/> Paralegal | <input type="checkbox"/> Legal | <input type="checkbox"/> Other Consulting |

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
Totals this page:			
Grand Total:			

Attach Additional Pages, if Necessary

Name of Person Who Prepared This Report_____
Title_____
Signature_____
Telephone Number_____
Date**Instructions**

State Consultant Services
Form A: Contractor's Planned Employment
And
Form B: Contractor's Annual Employment Report

Form A: This report must be completed before work begins on a contract. Typically it is completed as a part of the original bid proposal. The report is submitted only to the soliciting agency who will in turn submit the report to the NYS Office of the State Comptroller.

Form B: This report must be completed annually for the period April 1 through March 31. The report must be submitted by May 15th of each year to the following three addresses:

1. The designated payment office (DPO) outlined in the consulting contract.
2. NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting
or via fax to –
(518) 474-8030 or (518) 473-8808
3. NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, NY 12239
Attn: Consultant Reporting

Completing the Reports:

Scope of Contract (Form B only): a general classification of the single category that best fits the predominate nature of the services provided under the contract.

Employment Category: the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract. Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

Number of Employees: the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.

Number of hours (to be) worked: for Form A, the total number of hours to be worked, and for Form B, the total number of hours worked during the Report Period by the employees in the employment category.

Amount Payable under the Contract: the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

New York State Department of Health
Vendor Responsibility Attestation

PROCUREMENT TITLE: **Purchase and Delivery Services** FAU # **0812111122**

Bidder Name: _____

Bidder Address: _____

Bidder Fed ID No: _____

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

Choose one:

- An on-line Vender 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: _____

**NEW YORK STATE
DEPARTMENT OF HEALTH**

Minority/Women-Owned Business or Enterprise (M/WBE) Procurement Forms

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

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

New York State Department of Health
BIDDERS PROPOSED M/WBE UTILIZATION PLAN

Bidder Name:	
RFP Title: Purchase and Delivery Services	RFP Number: 0812111122

Description of Plan to Meet M/WBE Goals

--

PROJECTED M/WBE USAGE

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

New York State Department of Health

MINORITY OWNED BUSINESS ENTERPRISE (MBE) INFORMATION

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

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

New York State Department of Health

WOMEN OWNED BUSINESS ENTERPRISE (WBE) INFORMATION

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

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

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

Agency Contract: _____
 Telephone: _____
 Contract Number: _____ Dollar Value: _____
 Date Bid: _____ Date Let: _____ Completion Date: _____

Contract Awardee/Recipient:

 Name _____
 Address _____
 Telephone _____

Description of Contract/Project Location: _____

Subcontractors Purchase with Majority Vendors:
 Participation Goals Anticipated: _____ % MBE _____ % WBE
 Participation Goals Achieved: _____ % MBE _____ % WBE

Subcontractors/Suppliers: _____

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

Contractor's Agreement: My firm proposes to use the MBEs listed on this form			
Prepared By: (Signature of Contractor)	Print Contractor's Name:	Telephone #:	Date:
Grant Recipient Affirmative Action Officer Signature (If applicable):			

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

New York State Department of Health

MWBE ONLY

MWBE SUBCONTRACTORS AND SUPPLIERS
LETTER OF INTENT TO PARTICIPATE

To: _____ Federal ID Number: _____
(Name of Contractor)

Proposal/ Contract Number: _____

Contract Scope of Work: _____

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

Name of MWBE: _____

Address: _____

Federal ID Number: _____

Telephone Number: _____

Designation:

MBE - Subcontractor

WBE - Subcontractor

MBE - Supplier

WBE - Supplier

Joint venture with:

Name: _____

Address: _____

Fed ID Number: _____

MBE

WBE

Are you New York State Certified MWBE? _____ Yes _____ No

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

at the following price: \$ _____

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

Date Proposal/ Contract to be started: _____

Date Proposal/ Contract to be Completed: _____

Date Supplies ordered: _____ Delivery Date: _____

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

Date Signature of M/WBE Contractor

Printed/Typed Name of M/WBE Contractor

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

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

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

**New York State Department of Health
M/WBE STAFFING PLAN**

Check applicable categories: Project Staff Consultants Subcontractors

Contractor Name _____

Address _____

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

(Name and Title)

Date

Attachment 12 - Bid Sheet A – Pass / Fail Items
RFP No. 0812111122
Purchase and Delivery Services for the Wadsworth Center

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

Question	Response
----------	----------

<p>2. Has your company been in the business of providing scientific and laboratory supplies for at least five years?</p> <p>Further Description / Response (Attached Additional Sheets if Necessary)</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes</p>
---	---

<p>3. Does your company agree to provide all of the required services noted in the “Detailed Specifications” section of this RFP?</p> <p>Further Description / Response (Attached Additional Sheets if Necessary)</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes</p>
--	---

<p>4. Does your company provide that they are willing and able to work with our network and purchase/fiscal system?</p> <p>Further Description / Response (Attached Additional Sheets if Necessary)</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes</p>
--	---

<p>5. Does your company agree to provide “desktop delivery” of all Prime items?</p> <p>Further Description / Response (Attached Additional Sheets if Necessary)</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes</p>
--	---

Name of Company Official Submitting Bid (Please Print)	Title	Authorized Signature	Date
--	-------	----------------------	------

Attachment 14 - Bid Sheet C – Technical Proposal
RFP No. 0812111122
Purchase and Delivery Services for the Wadsworth Center

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

Instructions: The service plan of each requirement MUST be completed. The service plan must detail how the specific requirements of this RFP will be met. Your company's corresponding response must be clearly identified as "Attachment to Section C – Technical Proposal" and the response must be numbered accordingly with the outline below.

I - PRIME CONTRACT FOR SUPPLIES AND EQUIPMENT		ü
•	Bench-top delivery service to all WC locations.	()
•	Deliveries shall be verified by a delivery slip signed by the end-user.	()
•	Copies of the signed delivery slip will be provided to the end user, copy available upon written or verbal request to the WC receiving unit.	()
•	Deliveries will be made during normal business hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, State Holidays excepted.	()
•	Monitor WC purchasing and periodically add items to the prime component of the contract should they be Purchased frequently.	()
•	Supplying MSDS's for all chemicals delivered to the WC	()
•	Process and execute Prime standing orders	()

II - THIRD PARTY PURCHASING SERVICES		ü
1.	Quotation Services	
•	Review and Place Orders to Respective Vendors	()
•	Documentation of Orders Placed	()
•	Order Dispute Resolution	()
•	Follow-up and Documentation of All Open Orders	()
2.	Payments	
•	Payments to Vendors	()
•	Documentation of Invoices	()
•	Follow-up of Open Invoices	()
•	Dispute Resolution	()
3.	Other 3 RD Party Services	
•	Establishing Accounts with Vendors	()
•	Tracking volume of all purchases	()
•	Identifying when volume of purchases with a certain vendor suggest a new contract is needed	()
•	Arranging for samples to be delivered to the WC for testing prior to final purchase	()
•	Receiving Procedures	()
•	Supplying MSDSs for all chemicals delivered to the WC	()
•	Direct drop shipment of standing orders to WC work locations	()
•	Process and execute Third Party standing orders	()

SECTION III - WADSWORTH CENTER OWNED SUPPLIES		ü
•	Physical Inventory of items immediately upon possession	()
•	Maintaining a perpetual inventory of these stock supplies	()
•	Availability of written copy of inventory	()

Name of Company Official Submitting Bid (Please Print)	Title	Authorized Signature	Date
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Attachment 14 - Bid Sheet C – Technical Proposal
RFP No. 0812111122
Purchase and Delivery Services for the Wadsworth Center

Name of Company	Federal Tax ID Number
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- Notification to the WC when inventory of any supply has reached a predetermined restocking quantity ()
- Advising the WC of proposed replenishment amounts ()
- Delivery of supplies next business day to end-user ()
- Maintaining documentation of all deliveries with a signed packing or delivery slip. ()
- Inventory status to the WC upon either written or verbal request ()
- Allowance of ATTB access to contractor facility during business hours to enforce the alcohol permit ()
- Storage, delivery and maintenance of records related to the delivery of alcohol to the WC ()

Section IV – Staffing Plan

Instructions: Provide the following information relating to employees who will be assigned to this contract. A resume of each employee MUST be attached, listing their direct duties and qualifications.

Staffing Plan Organization Chart	ü
The proposed contractor is required to provide a staffing plan organization chart - Attached	()

Support Staff				
Name of Employee	Title	Years Employed	Dedicated Solely to This Contract	Resume Attached
			£ Yes £ No	()
			£ Yes £ No	()
			£ Yes £ No	()
			£ Yes £ No	()
			£ Yes £ No	()

Sales Staff				
Name of Employee	Title	Years Employed	Dedicated Solely to This Contract	Resume Attached
			£ Yes £ No	()
			£ Yes £ No	()
			£ Yes £ No	()

Information Technology Staff				
Name of Employee	Title	Years Employed	Dedicated Solely to This Contract	Resume Attached
			£ Yes £ No	()
			£ Yes £ No	()

Name of Company Official Submitting Bid (Please Print)	Title	Authorized Signature	Date
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**THIS
ATTACHMENT
HAS BEEN
REMOVED FROM
THE BID**

**State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>**

CONTRACT AWARD NOTIFICATION

Title	: Group 12000 – LABORATORY SUPPLIES AND EQUIPMENT (Statewide) Classification Code(s): 10, 12, 41, 42, 46
Award Number	: 21132 (Replaces Award 11760)
Contract Period	: June 1, 2008 – May 31, 2013
Bid Opening Date	: February 19, 2008
Date of Issue	: June 4, 2008 (revised 9/3/08)
Specification Reference	: As Incorporated In The Invitation For Bids
Contractor Information	: Appears on Pages 2 & 3 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Susan Wolslegel Title : Purchasing Officer I Phone : 518-473-9441 Fax : 518-474-5052 E-mail : Susan.wolslegel@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

**The Procurement Services Group values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

Comprehensive, statewide, multiple award contracts for laboratory supplies and equipment.

PR #21132

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC63915	FISHER SCIENTIFIC COMPANY LLC 2000 Park Lane Pittsburgh, PA 15275	800-766-7000 412-490-8300 Fisher Scientific Customer Service FAX: 800-926-1166 412-490-8900 EMAIL: brad.sanders@thermofisher.com Website: www.fishersci.com	232942737
PC63916	J & H BERGE, INC. 4111 South Clinton Avenue South Plainfield, NJ 07080	800-684-1234 x 137 908-561-1234 x 137 Robert D. Gardner FAX: 908-561-3002 EMAIL: rgardner@labmart.com Website: www.jhberge.com	135670140
PC63917 SB	KRACKELER SCIENTIFIC, INC. 57 Broadway Albany, NY 12202	800-334-7725 518-462-4281, Ext. 129 Anthony R. Krackeler FAX: 518-462-6011 EMAIL: ark@krackeler.com Website: www.krackeler.com	141385672
PC63918 SB	LABORATORY PRODUCTS SALES, INC. 1665 Buffalo Road Rochester, NY 14624	800-388-0166 585-247-4720, Ext. 22 Frank Meleca FAX: 585-247-6686 EMAIL: frank@lpsinc.com Website: www.lpsinc.com	161274974
PC63919	SANYO COMMERCIAL SOLUTIONS 1300 Michael Drive Suite A Wood Dale, IL 60191	800-858-8442 630-694-8200, Ext. 8209 Michael Marciniak FAX: 630-238-0074 EMAIL: mmarciniak@sss.sanyo.com Website: www.sanyobiomedical.com	141464254
PC63920	SARSTEDT, INC. 1025 Saint James Church Road PO Box 468 Newton, NC 28658-0468	800-257-5101 828-465-4000 Peter Rumswinkel FAX: 828-465-0718 EMAIL: sarstedt@bellsouth.net Website: www.sarstedt.com	222004363

(continued)

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC63921	SPECTRUM LABORATORY PRODUCTS, INC. 14422 South San Pedro Street Gardena, CA 90248	800-772-8786 x5508 Patty Decker FAX: 800-525-2299 EMAIL: pdecker@spectrumchemical.com Website: www.spectrumchemical.com	952750225
PC63922	THOMAS SCIENTIFIC, INC. 1654 High Hill Road Swedesboro, NJ 08085	800-345-2100 856-467-2000 Gerald Wesner FAX: 800-345-5232 EMAIL: jerryw@thomassci.com Website: www.thomassci.com	223336902
PC63923	VWR INTERNATIONAL, LLC 1050 Satellite Blvd., NW Suwanee, GA 30024	800-932-5000 770-495-1100 Mike Klipstein FAX: 770-495-1092 EMAIL: mike_klipstein@vwr.com Website: www.vwr.com	911319190

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
 (See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

(continued)

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PRICE:

Price includes all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering entity and shall include tailgate delivery.

For furniture, chemicals (with Hazmat fees), and live specimens requiring special handling only - the shipping costs may be added to invoice with a copy of the freight bill. Shipping costs must be prepaid by the vendor and orders are to be shipped FOB Destination, tailgate delivery. Orders must be shipped via the most economical method for proper delivery of the product and customers must be informed beforehand of shipping costs.

In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause. **NOTE: See "Discounts"- this bid requires that the pricing be submitted on disk in a specific format accompanying this bid document.**

BEST PRICING OFFER:

Price decreases shall take effect automatically during the contract term and apply to orders submitted subsequent to the effective dates of applicable price decreases as follows:

1. Commercial Price List reductions: Where the NYS Net Prices are based on a discount from the contractor's list prices and the contractor lowers its pricing to its customers or to similarly situated government customers during the contract term; or
2. Special Offers/Promotions - General: Where the contractor generally offers more advantageous special price promotions, or special discount pricing to customers during the contract term, and the maximum price or discount associated with such offer or promotion is better than the discount or price otherwise available under this contract, such better price or discount shall apply for similar quantity transaction for the life of the general offer or promotion.
3. Special Offers/ Promotions-Specific: Contractor may offer an Authorized User competitive pricing which is lower than the Net NYS Price set forth herein at any time during the contract period and such lower pricing shall not be applied as a global price reduction under the contract pursuant to the foregoing paragraph.

If an authorized user requires inside delivery, such as to an upper floor, it must clearly indicate on purchase order that inside delivery is required and the specific location where inside delivery is required to be made. (Authorized users should use terminology such as "INSIDE DELIVERY TO ROOM _____ LOCATED ON _____ FLOOR," etc., when inside delivery is required.) An authorized user may be charged additional inside delivery costs when inside delivery is required; authorized user will not be charged for delivery to building location since price is FOB destination; authorized user must be informed of the additional cost prior to delivery and agree to the additional charge. **NOTE: If it is determined the contractor is charging excessive amounts for inside delivery, the State may seek reimbursement for such amounts, may remove the contractor from the list of eligible bidders, and may cancel the contract.**

(continued)

CONTRACT CHANGES:

Price lists submitted with a bid will be held firm for one year from the date of submission. Future requests for price list updates should be submitted on a yearly basis thereafter. Future price updates would then be on the yearly cycle. The contract prices may be subject to increase or decrease during the contract period in accordance with changes made by the manufacturer or distributor in their established, nationally distributed price list or published catalog. Catalog or price lists may indicate increases or decreases in pricing, but the percentage discount originally accepted for award should not be decreased during the contract period except in the following instance. *Discount reduction will not be generally allowed unless specific documentation from vendor is provided showing that they cannot support the discount on that equipment without undue hardship.* Reduction in discount from that originally accepted may result in deletion of item from award. Decision will be made on a case-by-case basis. Price decreases or discount increases are permitted and encouraged at any time.

New products will be considered for inclusion provided they are pertinent to the award description and offered to the State at the same terms and conditions as in the original bid and at pricing or discounts deemed to be reasonable and in the best interests of New York State. Price list additions may be made at the time of yearly contract update or made quarterly after the contract inception.

Contractor:	Fisher Scientific Company, L.L.C.
Catalog:	Fisher Scientific 2008/2009 January 1, 2009
Applicable Pages:	All
Price List Identification: Price List dated 2009 containing list and net pricing based on discounts contained herein are available on CD, web or hard copy if requested.	
Shipping: Honors orders for less than \$100 at no additional charge. Hazmat fee, if applicable, will be \$21.50.	
Volume Discounts: None offered	
Orders should be directed to: Name: Fisher Scientific Customer Service Toll Free: 800-766-7000 Fax: 800-926-1166	
Accepts NYS Procurement Card for orders not to exceed \$15,000: Yes and no additional discount offered	
Guaranteed Delivery: For items that are in stock at contractor's local warehouse at time of order entry, contractor can deliver most orders to State of NY customers the next day, if the order is placed prior to 2 P.M. Exceptions are certain DOT-regulated hazardous chemicals, backorders and items shipped direct from the manufacturer that may require additional shipping time.	
Price List Available On Web: Yes	
Web Address: www.fishersci.com	
Person to contact in the event of emergency occurring after business hours or on weekend/holidays: Normal Business Hours: M-F, 7:00 a.m. to 10:00 p.m. EST Name: Fisher Scientific Customer Service Toll Free: 800-766-7000 Fax: 800-926-1166 NOTE: After 10PM EST, calls will be forwarded to a special answering service contracted by Fisher. Once an emergency need is established, the answering service contacts a Fisher associate on the 24/7 emergency list. The Fisher on-call person will call back to follow up on the customer's request. If a shipment is required, Fisher will coordinate a call to the warehouse on-call personnel who will pick your order and ship via special carrier. The timeframe required to meet the emergency need is dependent on the availability of the item and its location within the Fisher system. If the item is stocked in the local warehouse, Fisher's warehouse may elect to use a local same-day delivery carrier that may be available in the caller's area.	

(continued)

GROUP 12000 – LABORATORY SUPPLIES AND EQUIPMENT
(Statewide)

AWARD PAGE 6

Contractor:	J & H Berge, Inc.
Catalog:	J & H Berge, Inc. 2007/2008 @ 22.37% The Labmart Version A 2008 @ 21.3% Acculab balances price list dated 2/19/08 @ 22.37% Ahlstrom Filter Paper price list dated 2/19/08 @ 22.37% NYS Board of Education Products price list dated 2/19/08 @ 31.3%
Applicable Pages:	All (See Exclusions below)
Price List Identification: Price Lists dated February 19, 2008 containing list and net pricing based on discounts contained herein are available on CD, web or hard copy if requested.	
Shipping: Honors orders for less than \$100 at no additional charge. No additional charge for Hazmat fee.	
Exclusions: Back of catalog (Page 136) of The Labmart Version A 2008 referencing "Free Gifts."	
Volume Discounts: \$10,000 to \$49,999 additional .5%; \$50,000 and over an additional 1%	
Orders should be directed to: Name: Linda Duetchman, Customer Service Toll Free: 800-684-1234 Fax: 908-561-3002 Email: sales@labmart.com	
Accepts NYS Procurement Card for orders not to exceed \$15,000: Yes and no additional discount offered	
Guaranteed Delivery: 10 days A/R/O	
Price List Available On Web: Yes	
Web Address: www.jhberge.com	
Person to contact in the event of emergency occurring after business hours or on weekend/holidays: Normal Business Hours: M-F, 8:30 a.m. to 5:00 p.m. EST Name: Rob Gardner, VP Sales Toll Free Number: 800-684-1234 x 137 Fax: 908-561-3002 Cell: 610-349-2182 Email: rgardner@labmart.com	

(continued)

Contractor:	Krackeler Scientific, Inc.
Catalog:	Krackeler Scientific Laboratory Apparatus, Instruments and Supplies 2009 List Pricing
Applicable Pages:	All
Price List Identification: Price Lists dated January 2009 containing list and net pricing based on discounts contained herein are available on CD, web or hard copy if requested.	
Shipping: Honors orders for less than \$100; however, shipping will be added to invoice. (See also exceptions below.)	
Exceptions: Rush Overnight Delivery, Next Day Air Freight, those that contain chemicals with hazmat or ice fees, furniture or orders for Sigma-Aldrich product delivered outside Krackeler's Capital Region truck zone, freight charges will be prepaid and added to invoice.	
Volume Discounts: Krackeler offers additional high volume case discounts on a case-by-case basis.	
Orders should be directed to: Name: Keith Lloyd, Customer Service Manager Toll Free: 800-334-7725 Fax: 518-462-6011 Email: office@krackeler.com	
Accepts NYS Procurement Card for orders not to exceed \$15,000: Yes and no additional discount offered	
Guaranteed Delivery: 1-3 Days for Stock Items; 1-6 Weeks for Non-Stock Items	
Price List Available On Web: Yes	
Web Address: www.krackeler.com	
Person to contact in the event of emergency occurring after business hours or on weekend/holidays: Normal Business Hours: M-F, 8:00 a.m. to 4:45 p.m. EST Name: Anthony R. Krackeler, Director of Sales and Marketing Toll Free Number: 518-462-4281 Fax: 518-462-6011 Cell: 518-256-0595 Email: ark@krackeler.com	

(continued)

GROUP 12000 – LABORATORY SUPPLIES AND EQUIPMENT
(Statewide)

AWARD PAGE 8

Contractor:	Laboratory Products Sales, Inc.
Catalog:	Laboratory Products Sales Tools for Scientific Discover 2007/2008 Product Catalog Equipment(Pages 1-52) 12% Pipette Tips (Pages 53-73) 13% Tubes and Vials (Pgs. 74-76, 85-101, 112-117) 13% All National Diagnostics Products 15%
Applicable Pages:	All
Price List Identification: Price List dated April 2008 containing list and net pricing based on discounts contained herein are available on CD, web or hard copy if requested.	
Shipping: Honors orders for less than \$100; however, shipping will be added to invoice.	
Exceptions: None – no additional for hazmat.	
Volume Discounts: Orders over \$5,000 – additional 2%	
Orders should be directed to: Name: Sherry Kelly, OPS Manager Toll Free: 800-388-0166 x 20 Fax: 585-247-6686 Email: sherry@lpsinc.com	
Accepts NYS Procurement Card for orders not to exceed \$15,000: Yes and no additional discount offered	
Guaranteed Delivery: 3 Days A/R/O	
Price List Available On Web: Yes	
Web Address: www.lpsinc.com	
Person to contact in the event of emergency occurring after business hours or on weekend/holidays: Normal Business Hours: M-F, 8:00 a.m. to 5:00 p.m. EST Name: Frank Meleca, President Toll Free Number: 585-247-4729 x 22 Fax: 585-247-6686 Cell: None Email: frank@lpsinc.com	

(continued)

GROUP 12000 – LABORATORY SUPPLIES AND EQUIPMENT
(Statewide)

AWARD PAGE 9

Contractor:	SANYO Commercial Solutions
Catalog:	SANYO Scientific Sales Price List April 1, 2007 – March 31, 2008 – 34% Discount
Applicable Pages:	All –No Discount on Extended Warranties or Validation Documents
Price List Identification: Price Lists dated April 1, 2007 – March 31, 2008 containing list pricing at 34% discount contained herein are available on CD, web or hard copy if requested.	
Shipping: Honors orders for less than \$100; however, shipping will be added to invoice.	
Volume Discounts: Quantity discount of 3 or more of same product on order – additional 2%	
Orders should be directed to: Name: Linda Min, Customer Service Supervisor Toll Free: 800-858-8442 Fax: 630-238-0074 Email: customerservice@sss.sanyo.com	
Accepts NYS Procurement Card for orders not to exceed \$15,000:	Yes and no additional discount offered
Guaranteed Delivery: 30 Days A/R/O	
Price List Available On Web: No	
Web Address: www.sanyobiomedical.com	
Person to contact in the event of emergency occurring after business hours or on weekend/holidays: Normal Business Hours: M-F, 8:300 a.m. to 5:30 p.m. CST Name: Customer Service Toll Free Number: 800-858-8442 Fax: 630-238-0074	

Contractor:	Sarstedt, Inc.
Catalog:	Sarstedt catalog
Applicable Pages:	All
Price List Identification: Price Lists dated January 28, 2008 containing list pricing at multiple discounts contained herein are available on CD, web or hard copy if requested.	
Shipping: Does not honor orders for less than \$100.	
Volume Discounts: Not offered	
Orders should be directed to: Name: Customer Service Toll Free: 800-257-5101 Fax: 828-465-0718 Email: sardstedt@bellsouth.net	
Accepts NYS Procurement Card for orders not to exceed \$15,000:	Yes and no additional discount offered
Guaranteed Delivery: 3-5 Days A/R/O	
Price List Available On Web: No	
Web Address: www.sarstedt.com	
Person to contact in the event of emergency occurring after business hours or on weekend/holidays: Normal Business Hours: M-F, 8:00 a.m. to 5:00 p.m. EST Name: Customer Service Toll Free: 800-257-5101 Fax: 828-465-0718 Email: sardstedt@bellsouth.net	

(continued)

GROUP 12000 – LABORATORY SUPPLIES AND EQUIPMENT
(Statewide)

AWARD PAGE 10

Contractor:	Spectrum Laboratory Products, Inc.
Catalog:	Spectrum Chemicals and Laboratory Products 2006/2008
Applicable Pages:	All
Price List Identification: Price Lists dated February 19, 2008 containing list pricing at multiple discounts contained herein are available on CD, web or hard copy if requested.	
Shipping: Honors orders for less than \$100 at no additional charge. Hazmat fee, if applicable, will be \$20.00. No inside delivery will be provided without prior authorization, costs charged will be net of normal transportation which is absorbed by Spectrum. Any premium shipping at the customer's request will be prepaid and added to invoice.	
Volume Discounts: Not offered	
Orders should be directed to: Name: Patty Decker Toll Free: 800-800-772-8786 Ext 5508 Fax: 800-525-2299 Email: pdecker@spectrumchemical.com	
Accepts NYS Procurement Card for orders not to exceed \$15,000:	Yes and no additional discount offered
Guaranteed Delivery: 2-3 Days A/R/O from stock	
Price List Available On Web: Yes	
Web Address: www.spectrumchemical.com	
Person to contact in the event of emergency occurring after business hours or on weekend/holidays: Normal Business Hours: M-F, 5:00 a.m. to 5:00 p.m. PST Name: Prem Jain Phone: 732-382-8519 or 732-895-6599 Email: pjain@spectrumchemical.com CHEMICAL EMERGENCY: Chris Terpak, Director Quality Control Phone: 732-418-9154 or 800-424-9300	

(continued)

GROUP 12000 – LABORATORY SUPPLIES AND EQUIPMENT
(Statewide)

AWARD PAGE 11

Contractor:	Thomas Scientific, Inc.
Catalog:	Thomas Scientific 2007-2008 Catalog
Applicable Pages:	Complete Thomas Scientific Portfolio
Price List Identification: Price Lists dated February 8, 2008 containing list pricing at multiple discounts contained herein are available on CD, web or hard copy if requested.	
Shipping: Honors orders for less than \$100; however, shipping will be added to invoice. Hazmat fee, if applicable, will vary by classification.	
Volume Discounts: Not offered	
Orders should be directed to: Name: Deb Fish Toll Free: 800-467-2000 Fax: 800-345-5232 Email: value@thomassci.com	
Accepts NYS Procurement Card for orders not to exceed \$15,000:	Yes and no additional discount offered
Guaranteed Delivery: 3-5 Days A/R/O from stock	
Price List Available On Web: Yes	
Web Address: www.thomassci.com	
Person to contact in the event of emergency occurring after business hours or on weekend/holidays: Normal Business Hours: M-F, 7:45 a.m. to 6:00 p.m. EST Name: Mark Quigley, VP of Sales Phone: 800-345-2100 Ext. 6800 FAX: 856-467-3087 Email: markq@thomassci.com	

(continued)

Contractor:	VWR, LLC
Catalog:	The VWR Catalog 2006-2008
Applicable Pages:	All
Price List Identification: Price Lists dated February 19, 2008 containing list pricing at multiple discounts contained herein are available on CD, web or hard copy if requested.	
Shipping: Honors orders for less than \$100 at no additional charge. Hazmat fee not applicable.	
Volume Discounts: Not offered	
Orders should be directed to: Name: Customer Service Toll Free: 800-932-5000 Fax: 770-291-1238 Email: suwanecontact center@vwr.com	
Accepts NYS Procurement Card for orders not to exceed \$15,000:	Yes and no additional discount offered
Guaranteed Delivery: 2-10 Days A/R/O	
Price List Available On Web: Yes	
Web Address: www.vwr.com	
Person to contact in the event of emergency occurring after business hours or on weekend/holidays: Normal Business Hours: M-F, 7:30 a.m. to 8:00 p.m. PST Dedicated Emergency Contact not available after hours.	

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group, prior to effectuation.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

PROCUREMENT LOBBYING TERMINATION:

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

(continued)

SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING:

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:

<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

PERFORMANCE REQUIREMENTS:

CONTRACT PRICING INFORMATION AND RESPONSE TIME:

All requests for pricing must be responded to in 48 hours or 2 business days from the date of the request.

PRICE LISTS AND CATALOGS:

The contractor shall provide, within 30 days of request during the first 45 days of the contract period, sufficient catalogs/media/approved price lists to service all customers who wish to use these contracts. After the first 45 days of the contract, additional catalogs, or updated catalogs when applicable, shall be provided within 10 calendar days of request.

DISCREPANCIES:

The contractor shall resolve all order and invoice discrepancies (e.g., shortages, breakages, etc.) within five business days of notification.

PRODUCT RETURNS, PROBLEM PRODUCT:

Products returned because of quality problems, duplicated shipments, outdated product, etc., shall be picked up by the contractor within five business days after notification with no restocking charge and shall be replaced with specified products or the agency shall be credited/refunded for the full purchase price.

Vendor may be required to supply multiple electronic format copies of approved price list to OGS Procurement Services for distribution to contract users or may be required to supply them directly to contract users.

PRODUCT RETURNS, AGENCY ERROR:

Standard stock products ordered in error by agencies must be returned for credit within 15 days of receipt. Product must be in resalable condition (original container, unused). There shall be no restocking fee if returned products are resalable.

SUBSTITUTIONS:

Unauthorized substitutions are not acceptable. Substitution of one catalog product for another catalog product shall require the approval of the ordering agency.

(continued)

PERFORMANCE REQUIREMENTS: (Cont'd.)

EMERGENCY SERVICE NUMBER AND EMERGENCY CONTACT INFORMATION:

The contractor will provide a toll free product emergency service, available seven days a week, twenty-four hours a day. Given the nature of the products, an emergency contact including name, number, cell number, fax, and email must be provided.

SALE FLYERS:

At the contractor's option, sale catalogs, and flyers based on the awarded catalog, that offer further price reductions, may be offered to contract users. Also, at the contractor's option, catalogs/price lists developed for a specific customer's specialized requirements may be offered.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<http://www.ogs.state.ny.us/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

EXTENSION OF USE:

Any contract resulting from this bid solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

MINIMUM ORDER:

Minimum order shall be \$100.00.

Contractor may elect to honor orders for less than the minimum order. For such orders, at the contractor's option, shipping costs from the contractor's address (as stated in bid) may be added to invoice with a copy of the freight bill. Shipping costs are to be prepaid by contractor and such orders are to be shipped on an F.O.B. destination basis. All such orders must be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the order by the agency.

ADDITION OF PRODUCTS:

NYS reserves the right to add products at any time to a vendors offering, with the agreement of the vendor and if it is determined to be in the State's best interest.

(continued)

CONTRACT UPDATES - ADDITION AND DELETION PRODUCTS:

Product changes to Contract are addressed in the following manner. In order to expedite processing of a change request that involves more than one specified category below, each request should be submitted separately to OGS.

- a) **REGULAR ADD** - "Regular Adds" are requests for 1) price increases for Products incorporated under the Contract for other than previously approved pricing structure, and 2) addition of new products to the Contract which do not fall under the previously established price structure or discounts for Product types previously approved under the Contract. Regular Adds include, but are not limited to, newly added manufacturer's product lines, re-bundled Products or Services, etc. Regular Adds must be submitted to OGS for prior approval, and must be accompanied by a justification of reasonableness of price. Regular Adds are subject to pre-audit by the Comptroller. If approved, OGS staff will notify Contractor in writing. Contractor may not supply new product offerings until after receipt of OGS approval of the "Regular Add." When Contract pricing is based on GSA prices, the revised prices or prices of new Products must reflect current GSA prices adjusted as necessary for any additional discounts.
- b) **SPECIAL ADD** - Contract changes and updates that do not fall within either of the above categories will be processed as "Special Adds". Special Adds are changes that are not specifically covered by the terms of the Contract but inclusion is found to be in the best interest of the State. Contractor must provide a justification of reasonableness of the prices offered and a statement explaining why it is in the best interest of the State to approve the new Products. Special Adds are subject to pre-audit by the Office of the State Comptroller. If approved, OGS staff will notify Contractor in writing. Contractor may not supply new offerings until after receipt of OGS approval of the "Special Add."

VOLUME DISCOUNTS:

Contractors may offer volume discounts. Volume discounts may be applied per purchase order or cumulatively per customer agency. The contractor shall indicate the basis for applying the volume discount(s) on the bid document form. Volume discounts shall be defined and applied as follows: Purchase order volume discounts shall be additional discounts applied to individual purchase orders over a specified dollar amount. Cumulative agency volume discounts shall be additional discounts applied to all future orders made by an individual agency once an established volume has been met by that agency.

DELIVERY:

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order.

Product is required as soon as possible.

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group.

CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for a term of five (5) years as stated on the Invitation for Bids. Discounts quoted are to be firm for the entire period of the contract (see Contract Changes clause.)

SHORT TERM EXTENSION:

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

(continued)

CANCELLATION FOR CONVENIENCE:

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

PERIODIC RECRUITMENT:

The State reserves the right to consider additional vendors during the course of the contract at any time determined by the State to be in its best interest. Vendors shall be required to submit this original bid document which may include an addendum containing additional applicable statutory requirements currently in effect at the time of the new bid solicitation. Bids shall be evaluated under similar terms and conditions.

CONTRACT MIGRATION:

State Agencies or any other authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award with the same contractor, effective on the contract begin date (retroactively, if applicable). Migration by an agency or any other authorized user to the centralized contract shall not operate to diminish, alter or extinguish any right that the agency or other authorized user otherwise had under the terms and conditions of their original contract.

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications.
Normal wear and tear items shall be warranted in accordance with manufacturer's standard warranty.
Accessories supplied shall be compatible with the rest of the product.

RESERVATION:

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a contract product(s) totaling more than \$25,000.

AMERICANS WITH DISABILITIES ACT (ADA):

The Federal ADA Act, signed into law July 26, 1990, bars employment discrimination and requires all levels of Government to provide necessary and reasonable accommodations to qualified workers with disabilities. Contractors are required to identify and offer any software or hardware products they manufacture or adapt which may be used or adapted for use by visually, hearing, or any other physically impaired individuals.

Although it is not mandatory for contractors to have this equipment in order to receive an award, it is necessary to identify any such equipment they have which falls into the above category.

EPA ENERGY STAR PROGRAM:

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort and requires all products offered that fall under an applicable Energy Star product category to comply with EPA Energy Star guidelines for energy efficiency. The State may discontinue use of and/or delete from contract selected products as mandated by any NYS energy legislation that is enacted during the term of this contract. The contractor shall have no recourse with the State for such discontinuance/deletion.

(continued)

INTERNET ACCESS TO CONTRACT & PRICING INFORMATION:

Access by Contract Users to Contract products, services and pricing information may be made available and posted on the Internet. The State reserves the right to post a contractor's contract pricing on the OGS web site.

At a future date the contractor may be required to host their own complete Contract pricing and product offerings at Contractor's Internet site, at Contractor's sole expense, including all subsequent changes in the Contract offerings (additions, deletions, price revisions) during the Contract term, in accordance with the Contract requirements.

If Contractor posts contract pricing information, Contractor is responsible for Contract and related information to be accurately and completely posted, maintained, updated and displayed in an objective (i.e.: informational only) and timely manner, which renders it clearly distinguishable from other, non-Contract offerings at Contractor's web site. Any changes (in accordance with the terms of this contract) in product offering or pricing which require pre-approval by the Procurement Services Group, may not be posted on the website prior to notification of approval. Hard copy catalog and price lists must be available to all end users who either do not have web access or prefer the optional format.

If Contractor stores, collects or maintains personal identification data electronically as a condition of accessing State Contract information, such data shall only be used internally by Contractor for the purpose of implementing the State Contract and shall not be disseminated to third parties or used for other marketing purposes.

PRICE SHEETS AND CATALOGS:

Contractor shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users which request them. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

INSTRUCTION MANUALS:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual, if available, for product supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

EMERGENCY PURCHASING:

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

(continued)

USE OF RECYCLED OR REMANUFACTURED MATERIALS:

New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors to use recycled, remanufactured or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health or safety requirements or product specifications contained herein. Refurbished or remanufactured components or products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this bid solicitation. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See "Remanufactured, Recycled, Recyclable or Recovered Materials" in Appendix B, OGS General Specifications.

PREFERRED SOURCE PRODUCTS:

Section 162 of the State Finance Law requires that agencies afford first priority to the products/services of preferred source suppliers such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled, when such products/services meet the form, function and utility of the agency. Some products/services in the resultant contract(s) may be available from one or more preferred sources. In the Contract Award Notification, agencies will be reminded to comply with the statutory requirements and resulting guidelines with respect to affording first priority to the preferred sources.

Resultant contractors will be required to prominently display the following language on all price lists and contract updates to agencies relative to the award:

Agencies Note: Some products/services in this contract may be available from one or more preferred sources. Agencies are reminded to comply with the statutory requirements under Section 162 of the State Finance Law and the guidelines issued by the State Procurement Council to afford first priority to products/services available from preferred sources which meet your form, function and utility.

OVERLAPPING CONTRACT ITEMS:

Products available in this contract may also be available from other State contracts. Agencies should select the most cost effective procurement alternative that meets their program requirements and maintain a procurement record documenting the basis for this selection.

Group Number	Commodity
12000	Laboratory Supplies and Equipment
12004	Laboratory and Science Teaching Supplies
20060	Books and Non-print Library Materials
20915	Furniture, Commercial, Institutional and Industrial
23045	Library Supplies
23100	School & Art Supplies
38224	Materials and Equipment for Educational Technology and Occupational Training
38713	Scientific Equipment - Chromatographs, accessories and related equipment
38728	Scientific Equipment, Test and Measurement
38782	Scientific Equipment - spectrometers, spectrophotometers, related equipment and accessories
38806	Audio Visual Presentation Equipment
39000	Industrial & Commercial Supplies and Equipment

(continued)

"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the products included in the Invitation For Bids and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

1. lower in price
-and/or-
2. available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Bulletin "OGS or Less Purchases" for complete procedural and reporting requirements.

DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW):

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the "Law"). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL") it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

As a contract vendor the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the contractor hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the contractor.

INDUSTRIAL FUNDING FEE:

GSA pricing incorporates a sum referred to as the "GSA Industrial Funding Fee". Where the NYS Discounted Price is based upon Contractor's approved GSA Supply Schedule, the State is entitled to all associated discounts enumerated in the GSA Supply Schedule (including, but not limited to, discounts for additional sites or volume discounts), as well as any other pricing or discount terms as are expressly enumerated in this Master Agreement, when calculating the NYS Discounted Price.

OGS requires state contract prices be reduced, by an amount equivalent to the IFF. The NYS Net Price shall be calculated by reducing the published GSA price, after the discounts, if any, downward by the amount of the Industrial Funding Fee, currently set at .75%. Therefore, the "NYS Net Price" shall be calculated by multiplying 0.9925 times the GSA price.

The above funding fee requirement is also applicable to any other governmental pricing equivalent being offered under this award where a funding fee is included.

(continued)

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish a report containing both state agency and authorized non-state agency contract purchases by the fifteenth of the month following the end of each six month period. In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://205.232.252.35/>.

A separate report shall be provided in the following format for each authorized distribution channel. The sales report form is forwarded to each contractor at time of award for completion in accordance with the contract terms and conditions:

<u>Item/ Sub Item Number</u>	<u>Product or Catalog Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped to State Agencies</u>	<u>Total Quantity Shipped to Authorized Non-State Agencies</u>	<u>Total \$ Value</u>
					\$
				Grand Total	\$

The report is to be submitted in electronic format to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

PSG's DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.state.ny.us).

(continued)

**State of New York
 Office of General Services
 PROCUREMENT SERVICES GROUP
 Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product’s end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** “**Product**” is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term “Product” includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

(over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
 Customer Services, 37th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242

* * * * *

(continued)

WADSWORTH CENTER

PROGRAMS/PARTNERSHIPS

Empire State Stem Cell Program - L. Sturman
 Laboratory Response Network - L. Clarke
 New York Structural Biology Center - L. Sturman
 Genomics Institute - H. Payami
 Epidemiology Research Institute - D. Morse
 Center for Bioinformatics - C. Mannella
 SPH/Biomedical Sciences - J. Dias
 Animal Care and Use Committee (IACUC) - A. McKenna

DIRECTOR'S OFFICE

Director - L. Sturman
Deputy Director - J. Taylor
Assistant Director - V. Derbyshire
Associate Director for Operations and Administration - B. Ryan
Associate Director for Research and Technology - C. Mannella

OFFICES

Policy & Planning - A. Willey
 Education & Outreach - K. Zdeb
 Research Guidance - V. Derbyshire (Interim)
 Clinical Programs Development - M. McHugh

Division of Environmental Health Sciences
K.Aldous/P. Parsons/ X. Ding

Molecular Toxicology
 X. Ding

Environmental Atmospheric Chemistry
 L. Husain

Organic Analytical Chemistry
 K.Kannan

Inorganic & Nuclear Chemistry
 P. Parsons

Environmental Biology
 E. Braun-Howland

Division of Genetics
K. Derbyshire/ M. Caggana

Molecular Genetics
 R. Morse

Human Genetics
 M. Caggana

Computational & Structural Biology
 P. Van Roey

Division of Infectious Diseases
R. Limberger/ K. McDonough

Bacterial Diseases
 R. Limberger

Mycotic & Parasitic Diseases
 J. Keithly

Bloodborne Diseases
 M. Parker

Microbial Genetics
 P. Masters

Zoonotic Diseases
 K. Bernard

Viral Diseases
 K. St. George

Immunology
 D. Lawrence

Division of Translational Medicine
E. Schneider/M. Koonce/ R. Agrawal

Cellular and Molecular Basis of Diseases
 C. Rieder

Neural Injury and Repair
 J. Wolpaw

Molecular Diagnostics
 E. Schneider

Scientific Cores
 P. Van Roey

Division of Laboratory Quality Certification
M. Ryan/B.Kusel

Blood & Tissue Resources Program
 J. Linden

Clinical Laboratory Reference System
 R. Jenny

Physician Office Laboratory Evaluation Program
 T. Heckert

Environmental Laboratory Approval Program
 S. Ostrowski

Regulatory Affairs
 B. Kusel

Division of Laboratory Operations
B. Ryan/E. Mahoney/ C. VanPatten

Fiscal & Assets Management/Purchasing
 S. Phelps

Receiving/Mailroom
 R. Miller/M. Byrne

Contract Unit
 B. Killiany

Management Services
 D. Weaver

Photography & Illustrations
 J. Galligan

Extramural Grant Administration
 B. Brautgam

Information Tech Group
 Q. Lee

Facilities Management
 W. Stubblebine

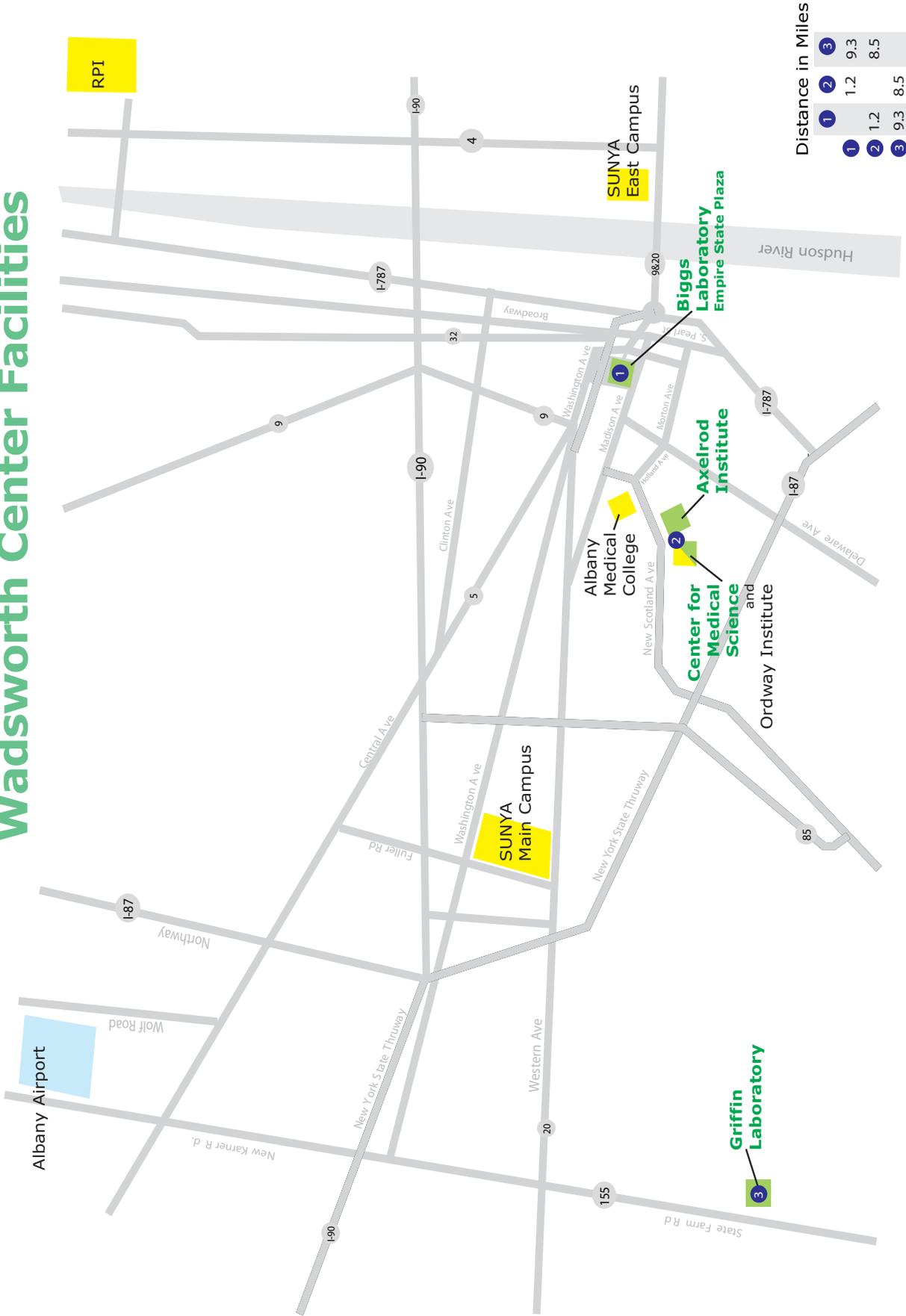
Dickerman Library
 T. Flynn

Media/Glassware & Tissue Culture
 P. Hickey

Safety & Security
 David Hill

Veterinary Services
 F. Blaisdell

Wadsworth Center Facilities



Wadsworth Center Facilities
Wadsworth Center - NYS Department of Health

Site Map 1

IT Requirements

The Wadsworth Center operates an IP network and an electronic fiscal/purchase order system. The contract vendor must successfully interoperate within this system.

Network

The Wadsworth Network is an IP network connected to the Internet through a firewall. All four sites are connected to a single network. Bidders may assume that all Wadsworth staff has access to this network at their office or laboratory bench. All staff have e-mail; all have access to both an internal web server and the world wide web.

Limited IP access to this network can be made available to the contract awardee. Bidder may assume that the IP access is tied directly to the fiscal/purchase systems. Web-based applications will be provided by Wadsworth that will allow limited access to fiscal/purchase order databases. Web based catalogs may be hosted on the vendor's or Wadsworth's networks.

Flow of Work

Purchase orders are submitted and entered into Wadsworth fiscal/purchase system. POs are delivered electronically to the contract vendor via Wadsworth's proprietary vendor invoicing software that will allow the vendor to view and print purchase orders and to enter delivery and invoicing data. Vendor will be required to use Wadsworth's vendor invoicing software for posting all delivery and invoicing information back to Wadsworth's Purchase System. All invoicing must be done by Wadsworth PO number and line item number.

Security

The details of Wadsworth security will not be discussed prior to contract award. The successful bidder will be briefed on security requirements. Vendor IT staff will sign user agreements prior to getting access to Wadsworth systems. Wadsworth IT security practices will be followed at all times.

Questions regarding security will not be addressed at bidders' conference or any other forum prior to contract award. Once awarded, the successful bidder may consult with Wadsworth IT staff. Wadsworth IT staff will provide full access to all appropriate staff to ensure secure access is implemented.

NYSDOH SECURITY REQUIREMENTS

1. INTRODUCTION

1.1. Organizations which bid to develop or maintain systems for the New York State Department of Health (NYSDOH) must present (i) a security plan document and (ii) security experience information as part of their bid proposal. The security experience information needs to include the bidder's experiences in managing and addressing IT and application security. The security plan document should address how the bidder will manage security of the system. Bidders' security plan must conform to requirements listed below, as well as those indicated throughout this RFP.

Bidders must describe controls addressing these security requirements and specify whether the vendor/contractor or NYSDOH is responsible for implementing and supporting these controls. Vendors and NYSDOH program area are required to work with NYSDOH CISO (New York State Department of Health Chief Information Security Officer) to satisfy these requirements.

An acceptable security plan is mandatory and the bidder's security plan will be scored. Individual components of the security plan are scored in a weighted fashion to evaluate how effectively a vendor will be addressing and managing security requirements. Bidder's security plan must meet a minimum acceptable weighted "security" score in order to 'pass' (This is a **Pass/Fail** requirement). The following are the evaluation criteria on which the components of a bidder's security plan will be scored. Specific requirements for each are detailed in Section 2.

1) Secure Transmission 2) Systems and Network Security 3) Application Security Requirements 4) Data integrity, 5) Data availability 6) Account management 7) Security Incident Management and Audit Requirements 8) Proprietary Information, Copyright and Software Licensing 9) Data Confidentiality

1.2. When the contract is for management and maintenance of an existing system, NYSDOH CISO-approved security may already be in place for many of the security components required. Gaps in these requirements within existing components will be the responsibility of the NYSDOH program area unless specified in the RFP. Bidders will have the responsibility to ensure new components are in compliance with the security standards in this document and throughout the RFP, as applicable.

NYSDOH program area will make it known in the RFP which requirements will be managed by NYSDOH. The vendor should describe measures to address all other security requirements in this document in their security plan, as well as indicating which will be handled by NYSDOH program area.

For example, if a component of the RFP's network account management and authentication is accomplished using the NYSDOH Health Commerce System (HCS) which is a NYSDOH CISO-approved system, the bidder can specify that particular network authentication requirement is satisfied by NYSDOH. The bidder should include a description of the bidder's understanding of how authentication is being handled and what the bidder's approach is regarding this requirement.

1.4 When the application/system is hosted internally, i.e., within the network of NYSDOH, network security policies will adhere to NYSDOH infrastructure as defined in Section 2.2.3 of this document, NYSDOH Network Configuration Policy. NYSDOH CISO performs vulnerability scans as required on internally hosted systems using standard approved tools. Vulnerabilities are expected to be corrected in a timely manner, with critical vulnerabilities fixed quickly. Bidder will work with the NYSDOH program area and/or CISO during security assessment, vulnerability fixes, and security testing.

NYSDOH web server capabilities are utilized if the systems and applications are hosted inside NYSDOH network. This includes but is not limited to centralized single sign on via NYSDOH HCS. These capabilities include but are not limited to:

- (a) Ability to scale to large number of users
- (b) Providing Data Integrity
- (c) Providing for security of the data
- (d) Built in audit capabilities
- (e) Providing point in time recovery
- (f) Providing back up and recovery capabilities
- (g) Providing logging information for back up, recovery and auditing
- (h) Providing support for large objects (blobs, etc)
- (i) Providing support for clustering and load balancing
- (j) Providing SSL connectivity
- (k) Providing data confidentiality
- (l) Providing data availability near 24/7/365 if required and arranged for.
- (m) Compliance with all NYSDOH security policies

If necessary and if it is applicable to this RFP, bidder can obtain more information on NYSDOH web server capabilities by contacting the NYSDOH contact person for this RFP.

If the system is to be hosted internally within NYSDOH, the bidder and NYSDOH program area will work with NYSDOH ISHSG system and network staff to ensure adequate services and capabilities exist for the proposed system. Program area will be responsible for funding additional services as needed and may pass this requirement to bidders in their RFP.

1.5 When the systems (databases, files, data, networks, and/or applications) are hosted outside NYSDOH network (i.e., hosted externally), bidder must satisfy all requirements detailed below:

1.5.1. Bidder will ensure that network and host security is defined and in accordance with NYSDOH Network Configuration Policy (section 2.2.3).

1.5.2 Bidder will document in the form of schematics and / or diagrams the network layout of the system in accordance with the Network Configuration Policy and document how security will be performed. Bidder must present their network plan to NYSDOH CISO for review during development and again just prior to production. This should include diagrams with servers clearly labeled. The plan should clearly explain bidder's networking security policy (which can be included as an appendix to bidder's plan), and should clearly describe how vulnerability scans and other on-going security measures will be implemented including frequency of security measures and tests.

1.5.3. Bidder will seek and receive NYSDOH CISO approval for the design, and will share all details of all components of the system and have all security components reviewed by NYSDOH CISO.

1.5.4. Any changes to the approved network layout must be reviewed and approved by NYSDOH CISO for continued compliance with NYSDOH network standards.

1.5.5 Bidder will document for NYSDOH CISO review and approval of how sessions are established.

1.5.6. Bidder will ensure that when user sessions for an application or network connection terminate, either normally or abnormally, all related network sessions will also terminate.

1.5.7. Bidder will ensure that their network is eavesdrop-proof through the use of technologies including but not limited to secure hubs and/or switches. Wireless networks must use WPA2 or higher encryption, they must not broadcast SSIDs and they must ensure only authorized hosts can connect to the WLAN. Wireless may not be used for secure private e-commerce or external-class networks as defined in the Network Configuration Policy (section 2.2.3).

1.5.8. Bidder will ensure that the information, including system(s) will be isolated from other networks via secured network devices such as firewalls and/or state-full routers, including but not limited to other technologies that allow such isolated networks.

1.5.9. Bidder ensures that devices to be used during the scope of work as defined within this RFP are protected by packet-filtering firewalls and/or firewall-grade routers.

1.5.10. Bidder ensures that all devices that are defined within the scope of work in this RFP are operated utilizing robust operating systems and hardened against attack. Hardening includes and is not limited to OS patch management, software patch management and removing unnecessary services where applicable. Bidder must comply with security modules as described in http://www.cert.org/tech_tips/

1.5.11. Bidder ensures that periodic network vulnerability scans and tests be performed. These scans and/or tests should include and not be limited to open ports scans and network intrusion detection. Bidder needs to address this requirement within the security plan, and the plan will be reviewed by NYSDOH CISO. For externally hosted systems, bidder needs to specify tools that will be used for vulnerability scans in the security assessment section. Within NYSDOH managed (internally hosted) networks, standard tools are used in systems like the Health Commerce System (HCS), and these tools were approved by NYSDOH CISO. Similar standard tools must be used by the bidder for scanning in externally hosted systems as well, and these tools will be reviewed for acceptability by NYSDOH CISO. After review, NYSDOH CISO must approve the tools that the bidder plans to use for vulnerability scanning. Bidders can request NYSDOH for the names of the scanning tools used in NYSDOH internally hosted applications/systems, if required. NYSDOH CISO reserves the right to run periodic vulnerability scans and review reports from scans as needed. Scans and tests will be performed prior to being implemented on production networks and after software of operating systems or configuration changes are made. Bidder agrees to provide all source code for periodic review by NYSDOH CISO. Bidder is contractually obligated to fix critical vulnerabilities identified during scans and follow NYSDOH CISO's security recommendations. Scans and test must be performed at least annually and more frequently for critical and/or high-risk systems, such as those exposed to external users and/or the Internet. Scan frequencies should be defined within the scope of work.

1.5.12. All hardware, networking components, physical devices and software related to the scope of this RFP are to be protected by the bidder and no unauthorized person should be able to access these hardware and software components. Bidder is responsible for preventing any intrusion and unauthorized accesses as well as reporting any incidences to the NYSDOH CISO as they occur.

1.5.13. Bidder will describe and document the steps to physically secure the location of servers or workstations that will contain applications, source code and/or databases used during the length

of this contract as described in this RFP. Bidder will describe and document how all these physical devices are protected.

1.5.14. Bidder will describe, document and perform periodic back-ups of data, databases, software, applications including and not limited to source code of anything defined within the scope of this RFP. Bidders are encouraged to address backup security, including the use to encryption of backup media.

1.5.15. Systems hosted outside NYSDOH-managed networks, including all hardware, software, networking components, applications, data, etc, must have the same level of security as that of systems hosted within NYSDOH networks. Some of the capabilities of servers hosted internally are highlighted in the section 1.4. Bidder needs to do periodic reviews and keep externally hosted system up to date to meet all security requirements. Bidder needs to work with NYSDOH CISO in making sure that the externally hosted system is at least as secure as NYSDOH-internally hosted systems. NYSDOH CISO reserves the right to review if bidder's externally hosted system is secure and if it satisfies NYSDOH security requirements completely.

1.5.16. Periodically NYSDOH may update security policies pertaining to systems hosted externally. NYSDOH will make updated standards and polices available to the bidder.

2. SECURITY REQUIREMENTS

2.1 SECURE TRANSMISSION

Bidders need to follow these requirements whenever computer systems are used and data is transmitted electronically.

2.1.1. All information transfers must be secure from point to point as outlined in this section commensurate with data.

2.1.2. No sensitive or confidential information, current, historical, archived files or other information, will be allowed via unencrypted email.

2.1.3 Information transmission must be commensurate with sensitivity and confidentiality of the data. This secure transmission policy applies to all sensitive and confidential information and bidders must include details on how secure transmission is addressed, in their Security Plan.

2.1.4. Appropriate measures to protect information during transmission must be in place. These include but are not limited to: use of data encryption, and/or using transmission headers, checksums, digital signatures and control totals.

2.1.5. Assurance must exist in the security plan that information classified as "confidential" (as defined in this RFP, in HIPAA, NYSDOH policies related to data classification, and/or other NYS Laws and Regulations) must not be transmitted across an open or insecure network unless it is encrypted.

2.1.6. Encryption implementations must be approved by NYSDOH CISO before being utilized. The management of encryption keys and mechanisms must be planned and must conform to NYSDOH standards of encryption management agreed upon with NYSDOH CISO.

2.1.7. Proprietary encryption algorithms used will provide supplemental security only and will not be the sole source of encryption security. All information stored is to be encrypted using above average encryption strength (currently 128-bit for data in motion) except where the information is required for basic system operation and encryption beyond industry-standard levels is not available.

2.2 SYSTEMS AND NETWORK SECURITY

2.2.1 Server Requirements

Security requirements for server(s) used during the length of this RFP/Contract are included but not limited to what is outlined in this section.

All information must be stored on appropriately secured servers, as required in Section 2.2.3, Network Configuration Policy, and they need to have appropriate level of access control.

Systems used in the course of this contract must have appropriate physical controls and be described in the Security Plan.

NYSDOH uses and maintains anti-virus software to ensure virus and anti-malware protection steps are in place to ensure safe operation of the network(s). Bidder's approach towards this should be included in the security plan. NYSDOH CISO reserves the right to review the virus protection solution and make recommendations to ensure proper virus protection/prevention.

2.2.2 Remote Access Control

2.2.2.1. All systems and applications that connect remotely to NYSDOH systems or networks used by NYSDOH System, whether hosted internally or externally, must be approved in writing by NYSDOH CISO.

2.2.2.2. All remote access must be logged at all times, including the ability to produce documentation and justification for any lapses in logging.

2.2.2.3. The use of modems attached to any permanently network-connected device is not allowed unless approved in writing by NYSDOH CISO.

2.2.3 Network Configuration Policy

An organization or Internet domain may contain several types of networks. Each type of network provides different methods of risk reduction, depending on the network access needs. Below is a basic definition of acceptable network configurations.

All networks:

- Eavesdrop-proof through use of secure hubs and/or switches
- Isolated from other networks via secured network devices such as firewalls and/or state-full routers
- Logging of all successful and failed attempts should occur at all network perimeter devices
- Logs should be stored on protected hosts
- Logs should be reviewed at least every business day
- Hosts must comply with security modules as described in http://www.cert.org/tech_tips/
- Network users and administrators must receive security awareness training

Untrusted networks:

Definition: A network outside of the direct, immediate control of the organization.

Example: Internet

Requirements:

- Only firewalls and/or firewall-grade router devices should reside on an untrusted network
- Management of devices on an untrusted network must be via a trusted connection to the device

External networks:

Definition: servers that require unauthenticated access from untrusted networks, such as the Internet. Example: Network containing public web or mail servers

- No client (user) machines should reside on an external network
- Devices should be protected by packet-filtering firewalls and/or firewall-grade routers
- Devices must run robust operating systems and be hardened against attack. Hardening includes loading of all applicable patches as they're released and removing unneeded services
- No confidential or sensitive information may be stored, either temporarily or permanently, on any devices on this network except as needed for fundamental system operation and then only if encrypted (/etc/shadow, for example).
- Network logs should be archived for a least 6 months
- Application logging should be activated wherever possible and reviewed at least every business day.
- Inbound and outbound connectivity should be limited to needed services* but may go to and come from any type of network
- Authentication systems must be centrally managed

E-commerce networks:

Definition: Servers that provide authenticated access from untrusted networks, such as the Internet. Example: Networks used to transact confidential information with clients and/or partners

- No client (user) machines should reside on an e-commerce network
- Devices should be protected by packet-filtering firewalls and/or firewall-grade routers
- Devices must run robust operating systems and be hardened against attack. Hardening includes loading of all applicable patches as they're released and removing unneeded services
- Network logs should be archived for a least 6 months
- Application logging must be activated where ever possible and reviewed at least every business day
- Confidential or sensitive information stored on devices in this network must be secured independently from network access security control (for example, separate password files) where ever possible
- Confidential or sensitive information stored on devices in this network must be encrypted using above-average encryption strength (currently 128-bit) except where the information is required for basic system operation and encryption beyond industry-standard levels (currently 56-bit) is not available (example: /etc/shadow)
- Confidential or sensitive information transferred to or across untrusted networks must be encrypted
- System and application standards designed to protect the systems, applications and network must be established by the system administrators
- Access to systems must be limited to needed parties and must be approved, where applicable, by data owners
- Inbound and outbound connectivity should be limited to needed services**
- Inbound connectivity from untrusted networks must be authenticated. Authentication must be encrypted to industry-standard levels (at least 56-bit at time of writing).
- Authentication systems must be centrally managed

Private networks:

Definition: Internal network which hosts users and internal-only applications and servers

Example: Corporate intranet

- Devices should be protected by packet-filtering firewalls and/or firewall-grade routers
- Devices should be maintained in a secure state.
- An automated virus-protect solution must be in operation
- Network logs should be archived for a least 6 months
- Application logging should be activated wherever possible and frequently reviewed by the individual(s) responsible for the application.
- Access to systems must be limited to needed parties and must be approved, where applicable, by data owners
- No inbound connectivity from untrusted networks is permitted
- Inbound connectivity from e-commerce networks is permitted provided the private network devices run robust operating systems and hardened against attack. Hardening includes loading of all applicable patches as they're released and removing unneeded services. The needed services cannot provide access beyond the scope of the need. **
- Outbound connectivity should be limited to only to needed services**
- Authentication is required for access to confidential or sensitive information. This includes information temporarily or permanently stored on PCs or other single-user devices

Secured private networks:

Definition: Servers that hold the organizations most sensitive information and are secured from all other types of networks Example: Network containing database servers containing credit card or patient-identifying data

- No client (user) machines should reside on a secured private network
- Devices should be protected by packet-filtering firewalls and/or firewall-grade routers
- Devices must run robust operating systems and be hardened against attack. Hardening includes loading of all applicable patches as they're released and removing unneeded services
- Network logs should be archived for a least 6 months
- Application logging must be activated where ever possible and reviewed at least every business day
- Confidential or sensitive information stored on devices in this network must be secured independently from network access security control (for example, separate password files) where ever possible
- System and application standards designed to protect the systems, applications and network must be established by the system administrators
- Access to systems must be limited to needed parties and must be approved, where applicable, by data owners
- Inbound and outbound connectivity should be limited to needed services**
- No inbound connectivity from or through untrusted networks is permitted.
- Authentication systems must be centrally managed

Recommended Best Practices:

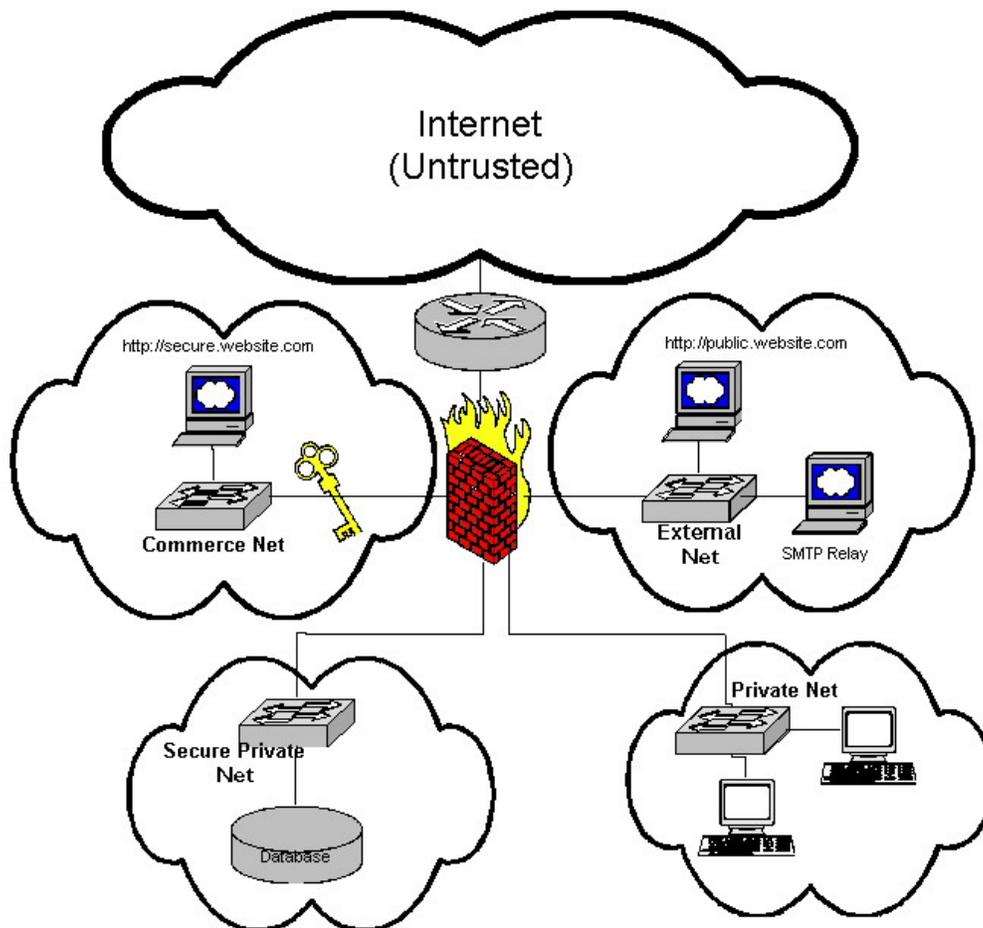
- Network Intrusion Detection Systems be deployed at strategic locations
- Network Mapping/Scanning be done at regular intervals to detect vulnerabilities

NYSDOH Auditing

- Network administrators must provide written confirmation of policy compliance prior to full production implementation and quarterly thereafter. This attestation must be supported by detailed network descriptions, which address the related policy aspects
- NYSDOH Security Office will be provided secure shell (SSH) access to at least one device in each network. The account must have privilege to create network sockets
- NYSDOH Security Office reserves the right to conduct on-site inspection of network infrastructure for the purpose of policy compliance verification
- Modifications to these auditing requirements may be negotiated but should not be assumed.

**** DOH Security Unit will perform the risk benefit analysis prior to approval and deployment of services**

NYSDOH Network Configuration Policy Diagram



2.3 APPLICATION SECURITY REQUIREMENTS

Systems and application development must comply with NYSDOH security policies outlined in this document. When new application code is developed, contractor needs to document the security within their Software Development Life Cycle (SDLC) methodology. The NYSDOH CISO reserves the right to review the development plan and may apply additional requirements for promotion of applications.

NYSDOH CISO review and approval do not apply to emergency code fixes that need to be done during production emergencies, however NYSDOH program area staff is required to notify the NYSDOH CISO immediately when emergency fixes are applied and must work to correct any vulnerabilities discovered in these updates in a timely manner. Any new or updated application code is still expected to go through NYSDOH CISO periodic application security scanning and vulnerabilities must be corrected as specified by NYSDOH CISO in consultation with DOH management.

Applications will be scanned for security vulnerabilities by NYSDOH CISO. Periodically, the NYSDOH CISO may request a copy of the current software source code for its own internal security testing, archiving or other purposes. The winning bidder is expected to work with the NYSDOH CISO to manage security assessment and fix critical vulnerabilities that may jeopardize the security of the system, as specified by NYSDOH CISO and DOH program area. Bidders need to describe in their security plans, what their responsibilities regarding security testing and fixing of critical security vulnerabilities will be.

2.3.1. Testing Application security tests, reviews and audits must be conducted regularly to evaluate the security of systems and applications. Applications must be tested for vulnerabilities prior to promotion to production. Issues must be identified and rectified as found. When changes are made to related software or applications, testing will be performed again to ensure NYSDOH compliance.

2.3.1.1. Bidder needs to describe their proposed security testing procedures and include contractor's responsibilities for security testing in their security plan. Contractors working with systems on NYSDOH-managed networks are encouraged to use the source code analysis and application security scanning tools managed by the NYSDOH CISO, but may specify alternatives. Alternatives must be approved by NYSDOH CISO.

2.3.1.2. External application testing platforms, if currently in use, as well as software source code testing platforms that are used must be included in the security plan along with a description of the level of bidder's expertise in using these tools.

2.3.2.3. Use of live data for testing purposes: At no time should any application testing be performed on live data. Where ever possible, testing should be created to mimic live data but not contain any live information. Simulation of live data is suggested.

2.3.2. Application vulnerability areas include the following and should be addressed in your Security Plan as applicable.

2.3.2.1. Input Validation: ensure that all input validation be achieved in a manner to prevent any malicious requests or code from being processed.

2.3.2.2 Output Validation: ensure that all data retrieved from inter process operations has been appropriately validated.

2.3.2.3. Type Checking: Ensure that all data retrieved from inter process operations, including screen input, has been validated for the expected data type.

2.3.2.4. Bounds Checking: ensure that all variables be bounded by the length they are designed to be. This is a critical and integral part of Input Validation.

2.3.2.5. Writing Directly to a File: ensure that at no time any sensitive information be written to any external files (text or otherwise) except to log files, unless approved by the NYSDOH CISO. This includes sensitive information and includes any external files used

within the application on a temporary basis.

2.3.2.6. URL Passed Variables: ensure that variables will not be passed via a URL or are subjected to a high standard for Input Validation. Wherever possible, internal session variables should be used and only session reference given.

2.3.2.7. Caching SSL Pages: ensure all feasible precautions are taken to ensure that any cached SSL pages be removed upon exiting of the browser and/or the website.

2.3.2.8. Hidden Form Variables: ensure use of hidden form fields is limited; treat these fields with the same limited trust as other form fields and validate data provided in these fields as such.

2.3.2.9. Cookies: ensure that any cookies required for any and all web based applications will expire upon completion of the application. No cookies should be allowed to remain for an indefinite period of time. A Maximum Auth Cookie timeout will be required. Cookie values received from the client should be validated as with all other input. Authorization cookies must have an expiration time and comply with NYS Cyber Security Policy P03 002.

2.3.2.10. Tool Sets and External Code: ensure that at no time, freely available modules or programs (example: freeware, downloadable scripts, applications or modules) will be used during the scope of the RFP/Contract unless they have been thoroughly tested for application security vulnerabilities and concerns, and/or were approved by NYSDOH CISO. The source code of this program, module or tool must be available for application security scans. If the source code is unavailable, then this module, program or tool should not be included into any application or part of this RFP/Contract. Use of code, modules and/or programs obtained from external sources must be in compliance with licenses agreements.

2.3.2.11. Configuration Files: ensure that no external configuration files will contain sensitive information including but not limited to clear-text user names and/or passwords. Encrypted configuration files and/or use of encrypted values within clear-text files are permitted.

2.3.3. Application Logging: Logs should be reviewed for application security at least each business day and critical issues should be escalated as required by NYSDOH policy and procedures and/or other applicable legal requirements.

2.3.4. Databases: ensure that all connections to any and all databases be secure, including but not limited to restricting connections to said databases from authorized applications, hosts, networks and users.

2.3.5. Database Queries: ensure that all database queries are secure, run by authorized users and application(s). Queries should be stored procedures wherever possible. At no time should input data be passed to the database without appropriate validation.

2.3.6. Writing to Screen including error messages: ensure all feasible precautions are taken to ensure that all error messages are benign and reveal no extra systems information. This includes abend or stack trace errors or any other information displayed that could be used in a malicious way against an application or system. A generic error message should be used at all times.

2.3.7. NYSDOH encourages scanning application source code for security vulnerabilities on a regular basis and addressing vulnerabilities as discovered. Contractors are expected to address critical findings on a regular/ongoing basis.

2.3.8. NYSDOH CISO will conduct periodic reviews of adherence to application security policies, test procedures, guidelines and standards. The NYSDOH CISO and the contractor will work together towards achieving as vulnerability free an outcome of the scan as possible.

2.3.9. All applications must be tested for vulnerabilities prior to promotion into production. Results must be cleared with NYSDOH CISO. NYSDOH CISO approval is required prior to promotion into production.

2.4. Data Integrity

Data integrity is an integral part of any application or system. The Security Plan must include specific details related to preserving the integrity of data maintained in the system.

No unauthorized person or process shall be allowed to update data or in any way impact data integrity. Account management requirements should be satisfied completely. Account management is detailed in 2.6.

The following should be explained in the Security Plan:

2.4.1. Explain how the integrity of all information sources within the scope of this RFP is maintained.

2.4.2. Explain how authorization required for all production system input, is accomplished and tracked as appropriate.

2.4.3. Explain how the system is free from risks of undetected changes.

2.4.4 Explain how integrity of data is maintained on network systems. For internally hosted (NYSDOH) systems, NYSDOH runs periodic network scans and tests to help ensure the integrity of data and network systems.

2.4.5 Explain how a secure environment for the Source Code of any software defined as part of this RFP will be maintained.

2.4.6. Explain how the risks that data input could contain malicious exploits, such as file uploads, will be detected, mitigated and handled.

2.5. Data Availability

Data must be available to the degree specified in the RFP. The Security Plan must clearly describe the plan for ensuring Business Continuity, Disaster Recovery and Data Availability and the requirements/needs around each.

Data should be recoverable from backups when required. Measures must be in place to mitigate data loss. The security plan must specify the backup requirements, who is responsible for each component, how this will be achieved and how it will be verified, including the transfer of recent copies of backups to a physically and environmentally secure off-site storage location, if applicable.

Backup procedures and practices should be monitored regularly and any back up failures should be corrected immediately. Testing the backups should be done regularly to determine if data files and programs can be recovered. All recovery of information from back up and restoration procedures should be documented and appropriate staff well trained for executing successful recoveries during disasters and during situations of data loss.

Backup procedures and practices must comply with all security requirements included in this document, including data integrity and security of data transmission and access controls.

2.6. Account Management

Account management must be described in the security plan. This must address the requirements listed below which are found in NYS Cyber Security Policy P03-002 Part 10, Access Control Policy. This can be found at www.cscic.state.ny.us/lib/policies. It is the bidder's responsibility to obtain a copy of this policy. NYSDOH CISO reserves the right to review and approve the account management process.

Data systems hosted within NYSDOH's networks and made available to external entities must utilize the NYSDOH's existing account systems for at least primary authentication unless explicitly approved by NYSDOH CISO. Data systems to be hosted outside the NYSDOH's networks are encouraged to use these systems as well, however, vendor proposals must include plans to secure the inter-network communications and ensure security of this configuration. Vendors are welcome to use additional authentication and/or authorization controls but must document the need for such and provide details related to account management as described in this section. Access management systems different from standard approved NYSDOH systems, such as Healthcom Commerce System (HCS), must be reviewed and approved by the NYSDOH CISO.

2.6.1. Access to NYSDOH information systems residing within NYSDOH networks (internal) and networks outside NYSDOH networks (external) must be managed to preserve the properties of integrity, confidentiality and availability. NYSDOH's information assets will be protected by appropriate logical and physical access control mechanisms commensurate with the value, sensitivity, consequences of loss or compromise, legal requirements and ease of recovery of these assets.

2.6.2. Information owners are responsible for determining who should have access to protected resources within their jurisdiction, and what those access privileges will be (read, update, delete, etc.). These access privileges will be granted in accordance with the user's job responsibilities. Workforce members must not be allowed access to NYSDOH information systems until properly authorized.

2.6.3. Only appropriate information owners or their delegates will make authorized requests for the registration and granting of access rights for personnel onto NYSDOH systems. As such, information owners and delegates must be formally designated, approved by management and documented. NYSDOH CISO reserves the right to review the authorization process implemented.

2.6.4. A user management and access tracking process shall be established and documented to outline and identify all functions of user management Standards and procedures must exist for account management in accordance with NYS Cyber Security Policy P03-002 which include:

- Account provisioning, updating, de-provisioning and distribution (including, user identity verification, enrolling new users, deleting users and reviewing users)
- Authorization assignment and revocation
- Privileged account management (including granting, removing and periodic review)
- Authentication token (such as password) management (including reset) and distribution, including user identification procedures
- Access by third parties, such as sub-contractors, and vendors

2.6.5. Privileged user-ids must not give any indication of the user's privilege level, e.g., supervisor, manager, administrator. These individuals should also have a second user-id when performing normal non-privileged business activities, such as, accessing the email system. Where technically feasible, default administrator accounts must be renamed, removed or

disabled. The default passwords for these accounts must be changed if the account is retained, even if the account is renamed or disabled.

2.6.6. For applications that interact with individuals that are not employed by NYSDOH, the information owner is responsible for ensuring an appropriate user management process is implemented. Standards for the registration of such external users must be defined, to include the credentials that must be provided to prove the identity of the user requesting registration, validation of the request and the scope of access that may be provided. These standards will be reviewed and approved by NYSDOH CISO. Guidelines given in "Identity and Access Management: Trust Model" (found at www.ofc.state.ny.us) should be followed.

2.6.7. Logon banners are implemented where that feature exists to inform all users that the system is for NYSDOH business or other approved use consistent with NYSDOH policy, and that user activities may be monitored and the user should have no expectation of privacy. Logon banners are usually presented during the authentication process.

The standard approved NYSDOH banner is "Use of NYS Department of Health computers and related resources is restricted solely to the conduct of NYSDOH business. User IDs and passwords assigned to an individual are the responsibility of that individual and may not be shared with others. Compromise of user IDs and passwords to department computers must be immediately reported to NYSDOH CISO. Personal and unauthorized usage is prohibited unless stated otherwise by NYSDOH policy." Where not technically feasible due to length, the following legal notice may be used: "NYSDOH use only and subject to monitoring".

If possible, the notice should appear prior to authentication. If this is not possible, the notice should appear immediately after authentication.

2.6.8. Password Management

2.6.8.1. Passwords are a common means of authenticating a user's identity to access an information system or service. Password standards must be implemented to ensure all authorized individuals accessing NYSDOH resources follow proven password management practices. These password rules must be mandated by automated system controls whenever possible unless explicitly approved otherwise by NYSDOH CISO. These password best practices include but are not limited to:

- passwords must not be stored in clear text;
- use passwords that are not easily guessed or subject to disclosure through a dictionary attack;
- passwords must be kept confidential and not shared;
- passwords must be changed at regular intervals with a maximum expiration of 90 days;
- change temporary passwords at the first logon;
- when technology permits, passwords must contain a mix of alphabetic, numeric, special, and upper/lower case characters and be a minimum of 8 characters;
- do not include passwords in any automated logon process (e.g., stored in a macro or function key, web browser or in application code)

2.6.8.2. To ensure good password management, password standards must be implemented on all platforms when technically feasible. Contractor's adherence to password management practices will be reviewed by NYSDOH CISO.

2.7 Security Incident Management and Audit Requirements

NYSDOH CISO reserves the right to review, evaluate and audit for security compliance any component of the system described in this RFP to assess if security requirements are being

followed. The NYSDOH CISO reserves the right to coordinate and/or conduct security assessments and will discuss outcomes of security scanning with the program area and/or contractor to work towards fixing critical security vulnerabilities.

The security plan will include specifics on the bidder's approach of how these audit requirements will be accomplished taking into account items listed below:

2.7.1. System Logs must be available for the NYSDOH CISO to review and/or document how these will be reviewed on a periodic, ongoing basis.

2.7.2. Logs must be reviewed and documented every business day at least once every 24 hours. Assurance must be provided to certify the system is in conformance to Section 2.2.3 NYSDOH Network Configuration Policy of this document.

2.7.3. Systems must be monitored and when thresholds of specific security related events are reached NYSDOH must be notified. All suspicious or unusual events will be reported to the NYSDOH program area who will in turn notify the NYSDOH CISO of possible security incidents within 24 hours of discovery. Bidder's approach towards meeting the addressing of the requirement to monitor and detect security events and to execute proper responses to those events should be included in the security plan for evaluation and scoring.

2.7.4. Security Systems must be in place to record all security related events in an audit log. Where applications maintain their own authentication and/or authorization controls, the application must also maintain its own logs of authorized access privileges and unauthorized attempts at access. Account management requirements, outlined in 2.6, need to be followed. Typically these events include:

- a) Valid and invalid user authentication attempts
- b) Log on and activity of privileged users
- c) Successful access to security system details
- d) Access to resources outside normal hours
- e) Changes to user security profiles
- f) Changes to access rights of resources
- g) Changes to system security configuration

2.7.5. Audit logs including logging analysis tools, systems and outputs, must be managed and stored in a secure manner to ensure their integrity. No unauthorized access should be permitted. At no time should anyone have access to change a log file. No logs may be altered in anyway.

2.7.6. All Security Logs should be archived for at least 6 months, unless directed by other laws and/or regulations.

2.7.7. All users and administrators who are in relation to the scope of work as defined within this RFP must receive periodic security awareness training and are qualified to be working in a secure environment. Any updates to NYSDOH security policies should be communicated to these users and administrators.

2.7.8. All logs are to be made available to NYDOH CISO on an as needed or predetermined schedule for review.

2.7.9. A list of what software used in components of this RFP needs to be maintained and provided as required by NYSDOH CISO. NYSDOH CISO reserves the right to audit and review lists of software added and inspect code and assess compliance of security requirements. NYSDOH CISO may require code found to cause significant risk to NYSDOH be removed.

2.8 Proprietary Information, Copyright and Software Licensing

2.8.1. Software licenses must be reviewed on a periodic basis and the results must be reported to NYSDOH CISO to ensure that the terms of software licenses are being complied with.

2.8.2. Any unauthorized software is to be isolated and access disabled.

2.8.3. Appropriate licenses for any products provided as part of this RFP must exist. Licenses purchased under this contract are owned by NYSDOH.

2.8.4. The copying of software other than for legitimate backup purposes is strictly forbidden and may subject contractor to punitive damages and or cancellation of contract.

2.8.5. Any software including software developed, maintained, acquired or in any other way created during the length of this contract is the expressed property of the NYSDOH and can not be used for any other reason than its intended use without prior approval of NYSDOH.

2.8.6. Contractor at the end of the contract will return to the NYSDOH any and all material and remove from their server(s) and/or any other forms of storage, etc. any and all information pertaining to this contract. The information shared during the length of this contract remains the property of the NYSDOH and will remain so even after this contract has expired.

2.8.7. Especially in the case of sensitive or confidential information, Contractor will ensure that all information at the expiration of this contract will be destroyed and documented as such. Documentation is to be supplied after all information is handed back to the NYSDOH and or subsequent contractor(s).

2.8.8. All media, not owned and maintained by NYSDOH, must be securely erased or rendered unreadable before disposal as approved by NYSDOH CISO. Storage media must be sanitized at or above US Department of Defense standards at the end of contract after information is migrated to the NYSDOH and or the successor of this contract.

2.9 Data Confidentiality

The Security Plan must provide data confidentiality and integrity assurances through technologies including but not limited to field-level encryption, file level encryption and/or strong ACL controls. Contractor agrees that information stored is to be encrypted using above average encryption strength (with 1024-bit or above) except where the information is required for basic system operation and encryption beyond industry-standard levels is not available.

3. Updates to Policies

The standards, guidelines and policies described in this document will be revised periodically. Changes to policies will be included in change management or during re-bid. NYSDOH will notify of updates and changes to security policies.

References:

- 1 – NYS Cyber Security Policy P03-002 www.cscic.state.ny.us/lib/policies
- 2 -Health Insurance Portability Accountability Act (HIPAA) 3
- http://www.cert.org/tech_tips

EXECUTIVE ORDER

No 4: ESTABLISHING A STATE GREEN PROCUREMENT AND AGENCY SUSTAINABILITY PROGRAM

WHEREAS, the State of New York ("State") is dedicated to the simultaneous pursuit of environmental quality, sound public health, economic prosperity and social well-being; and

WHEREAS, the production, use and disposal of materials, and the generation and use of energy, can have significant impacts on environmental quality and public health; and

WHEREAS, State government is a major consumer of materials and energy; and

WHEREAS, the State's policies include conserving, improving and protecting natural resources and the environment; preventing water, air and land pollution; and enhancing the health, safety and welfare of State residents and their overall economic and social well-being; and

WHEREAS, it is the State's policy to promote cost effective methods to reduce energy and resource consumption, and reduce or eliminate the use of hazardous substances and the generation of hazardous substances, pollution and waste at the source; and

WHEREAS, the State's solid waste management priorities include reducing the generation of solid waste, reusing materials, and recycling materials that cannot be reused; and

WHEREAS, by making sound choices in the course of their daily activities, such as the commodities, services, and technology they consume, and the amount of waste they generate, State agencies and public authorities can minimize potential environmental and health impacts on workers and the public; and

WHEREAS, the State's procurement of commodities, services and technology can be enhanced through State agency and public authority choices that minimize the potential environmental and health impacts of their activities; and

WHEREAS, State government can be a leader in environmental stewardship through the use of green procurement and sustainable management practices.

NOW, THEREFORE, I, DAVID A. PATERSON, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and laws of the State of New York, do hereby order as follows:

A. Definitions

1. "State agency" or "agency" shall mean any State agency, department, office, board, commission or other instrumentality of the State, other than a public authority.
2. "Public authority" or "authority" shall mean a public authority or public benefit corporation created by or existing under any State law, a majority of whose members is appointed by the Governor (including any subsidiaries of such public authority or public benefit corporation), other than an interstate or international authority or public benefit corporation.

B. Interagency Committee on Sustainability and Green Procurement

1. There is hereby established an Interagency Committee on Sustainability and Green Procurement (the "Committee"). The Committee shall be comprised of the Director of the Budget, the Commissioner of General Services, the Commissioner of Environmental Conservation, the Commissioner of Health, the Commissioner of Economic Development, the President of the Urban Development Corporation, the Commissioner of Transportation, the President of the Environmental Facilities Corporation, the President of the New York State Energy, Research and Development Authority, the Chair of the Power Authority of the State of New York, and the Executive Director of the Dormitory Authority of the State of New York. The Commissioner of General Services and the Commissioner of Environmental Conservation shall serve as co-chairs of the Committee.
2. Members of the Committee may designate an executive staff member to represent them and participate on the Committee on their behalf. A majority of the members of the Committee shall constitute a quorum, and all actions and recommendations of the Committee shall require approval of a majority of the total members of the Committee.

C. Green Procurement Lists and Specifications

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1. The Committee, no later than September 1, 2008, and annually thereafter, shall select a minimum of three "priority categories" of commodities, services or technology, and at least twelve "priority commodities, services and technology" within each of the priority categories, for which the Committee shall develop "green procurement lists" ("procurement lists") and "green procurement specifications" ("procurement specifications") for use by State agencies and public authorities in the procurement of commodities, services and technology. The Committee shall focus on commodities, services and technology that reasonably will: (a) reduce or eliminate the health and environmental risks from the use or release of toxic substances; (b) minimize risks of the discharge of pollutants into the environment; (c) minimize the volume and toxicity of packaging; (d) maximize the use of recycled content and sustainably managed renewable resources; and (e) provide other environmental and health benefits.
2. The Committee, no later than December 1, 2008, shall develop: (a) procurement specifications to be used for the development and issuance of new contracts and new solicitations for priority commodities, services and technology; and (b) procurement lists of priority commodities, services and technology that are available under existing procurement arrangements that satisfy the requirements of this order.
3. In developing the procurement lists and procurement specifications, the Committee shall consider the following factors: (a) protection of the public health and the environment, including the health of children and other vulnerable populations; (b) avoidance of risks from the use or release of toxic substances; (c) pollution reduction and prevention; (d) sustainable resource management and use, and sustainable manufacturing and production processes; (e) reduction of greenhouse gases; (f) the use of renewable resources, remanufactured components and recycled content; (g) waste reduction, recyclability and compostability; (h) quality, durability and utility; (i) minimizing adverse impacts throughout a commodity's or technology's life cycle; (j) cost; (k) extended producer liability; and (l) legal and regulatory requirements applicable to the use and procurement of commodities, services and technology.
4. The Committee may review the priority categories, priority commodities, services and technology, procurement lists and procurement specifications periodically and revise or supplement them as appropriate in a manner consistent with the requirements of this section.
5. The Committee shall establish specific goals to achieve reasonable reductions in the amount of solid waste generated and paper consumed annually by State agencies and authorities. The Committee shall also develop and implement strategies to assist State agencies and authorities to achieve such reduction goals.

D. Sustainability and Environmental Stewardship Programs

1. Each State agency and authority shall develop and implement a Sustainability and Environmental Stewardship Program, which shall include:
 - (a) specific projects, programs and policies designed to achieve compliance with the requirements of this Order; and
 - (b) specific projects, programs and policies designed to reduce the public health and environmental impacts of the activities and operations of the agency or authority, including: (i) the reduction or elimination of the use and generation of toxic substances, pollution and waste; (ii) the reduction, reuse, recycling and composting of solid waste; (iii) increasing energy efficiency; (iv) increasing the use of renewable energy sources; (v) conserving water and other natural resources; and (vi) maximizing the use of environmentally preferable or "green" commodities, services and technology.
2. Commencing no later than July 1, 2008, all copy paper, janitorial paper and other paper supplies purchased by each State agency or authority shall be composed of 100% post-consumer recycled content to the maximum extent practicable, and all copy and janitorial paper shall be process chlorine-free to the extent practicable, unless such products do not meet required form, function or utility, or the cost of the product is not competitive.
3. Commencing no later than July 1, 2008, all State agency and authority publications shall be printed on 100% post-consumer recycled content paper. Where paper with 100% post-consumer recycled content is not available, or does not meet required form, function and utility, paper procurements shall use post-consumer recycled content to the extent practicable. Non-recycled content shall be derived from a sustainably-managed renewable resource to the extent practicable, unless the cost of the product is not competitive.
4. State agencies and authorities shall rely on and use the procurement lists and specifications issued by the Committee when developing new solicitations and contracts for the procurement of commodities, services and technology, and for the procurement of commodities, services and technology under existing contracts, unless the head of the agency or authority determines: (a) that such commodities, services or technology will not meet required form, function or utility; (b) the cost of the commodities, services or technology is not competitive; or (c) there is an emergency or other compelling public health or safety reason not to purchase such commodities, services or technology. Such form, function, utility or other determination shall be presented in the procurement record, and notice of the determination shall be provided to the Committee Chairs.
5. All State agencies and authorities shall, to the extent practicable: (a) implement effective programs to source separate recyclable materials, including paper, metal, glass and plastic, that will maximize materials

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recovery; (b) implement effective programs to reduce waste; (c) use locally available compost, mulch and soil amendments produced from secondary materials; and (d) utilize secondary materials in construction.

E. Training and Staff

1. State agencies and authorities, no later than September 1, 2008, shall assign an employee to serve as a Sustainability and Green Procurement Coordinator ("Coordinator"). Coordinators shall be given full management support and provided with the necessary resources to enable the agency or authority to comply with this order.
2. The Committee shall design and implement training and outreach programs for Coordinators and assist them with the training of appropriate staff, vendors and contractors.
3. The Commissioner of General Services, no later than September 1, 2008, shall select an employee to serve as Director of Green Procurement, who shall assist the Commissioner of General Services in carrying out his or her duties under this order.
4. The Office of General Services, the Department of Environmental Conservation, the Environmental Facilities Corporation, and the New York State Energy Research and Development Authority are authorized to assist State agencies and authorities in complying with this order, including through the development and implementation of Sustainability and Environmental Stewardship Programs.

F. Reporting

1. The Committee, no later than December 1, 2008, shall develop a format for a progress report to be used by State agencies and authorities to inform the Committee of: (a) the progress each agency and authority has made toward achieving the goals described in or established pursuant to this order; (b) the effectiveness of the procurement lists and specifications; and (c) the specific sustainability projects that have been implemented and the effectiveness of such programs.
2. Each State agency and authority, no later than March 1, 2009, and on March first each year thereafter, shall submit a progress report to the Committee in the form and containing the information specified by the Committee. At a minimum, such report shall describe the agency or authority's efforts regarding waste reduction and recycling activities, recycled products procurement, quantities of waste generated and materials recycled, incentives and disincentives to waste reduction and recycling, and recommendations for additional measures to encourage efficient use of the State's resources.
3. The Committee, on or before June 1, 2009, and on June first each year thereafter, shall submit a report to the Governor, which shall compile the information submitted by State agencies and authorities pursuant to this section and report on progress made on the implementation of this order.

G. Sustainability and Green Procurement Advisory Council

There is hereby established a Sustainability and Green Procurement Advisory Council ("Council"), which shall consist of 11 members appointed by the Governor who have experience in the fields of green procurement, public health, waste prevention and recycling, energy efficiency, workplace safety, labor relations, environmental protection, environmental justice, or chemical manufacturing. The Governor shall select a Chair of the Council from among its members. The Council shall meet at the times requested by the Committee and provide such advice and assistance as the Committee may require.

H. Miscellaneous

1. Every agency and public authority of this State shall furnish such information and assistance as the Committee determines is reasonably necessary to accomplish its purposes.
2. Executive Order 142, issued on January 16, 1991, is hereby revoked and superseded by this Executive Order.

Given under my hand and the Privy Seal of the State in the City of Albany this twenty-fourth day of April in the year two thousand eight.

David A. Paterson
Governor

Charles O'Byrne
Secretary to the Governor