



OFFICE OF GENERAL SERVICES FINANCIAL ADMINISTRATION

ADDENDUM #1

**REQUEST FOR QUOTE #3122
Procurement Assistance Support Services**

Date: May 28, 2026

Bid Due Date: Friday, June 5, 2026, at 2:00 PM EST

To Prospective Proposers: This addendum is being issued to provide official answers to submitted questions.

Questions and Answers:

- Q1.** Would OGS consider expanding the eligible cooperative contract vehicles to also include vendors awarded under the NASPO ValuePoint Procurement Assistance and IT Support Services (PASS) cooperative contract program?
- A1.** The State respectfully declines this request.
- Q2.** What experience are you looking for based on this statement on staffing: Staff familiar with NY State Finance Law are preferred.
- A2.** Staff that have participated in procurements for New York State Agencies and/or Authorities as either an employee of the State or as Consultants are preferred, but not required.
- Q3.** Is there a page limitation?
- A3.** No.
- Q4.** How is the thumb drive to be submitted? Can you eliminate this requirement?
- A4.** The thumb drive should be submitted with your package. Refer to Section 3.4 – Packaging of RFQ Response and Section 3.5 – Instructions for Quote Submission for details. This requirement cannot be waived.
- Q5.** Are notarize forms required? Can this requirement be eliminated?

- A5.** Appendix B – Required Forms must be notarized. This requirement cannot be waived.
- Q6.** Can you confirm that work will be completed on a time and materials basis, not a fixed price?
- A6.** The Contractor shall quote a not-to-exceed hourly rate and not-to-exceed number of hours to complete each phase of the project. Hourly rates shall include all fixed overhead costs. Refer to Section 4.4 – Price for details.
- Q7.** On Page 4, the RFQ notes that "OGS intends to award one contract to an awarded Contractor listed on the TX Share Public Sector Procurement Consulting Services RFP #2021-083 Master Agreement". Can OGS please share the rationale for choosing this particular agreement when other vehicles such as the NASPO Procurement Assistance Support Services (PASS) agreement are available with a much larger pool of qualified vendors? As NY OGS is in the process of executing piggyback contracts with vendors awarded under NASPO PASS, why was that pool of vendors excluded from this RFQ? Would NY OGS be willing to expand the minimum qualifications for this RFQ to also include NASPO PASS awarded vendors?
- A7.** The State respectfully declines these requests.
- Q8.** Key Events, Page 5, Section 1.3, What is the anticipated timeline for the evaluation and award process of RFQ 3122?
- A8.** Contract award and approval is at the discretion of the Attorney General and Office of the State Comptroller. We are unable to determine a timeline.
- Q9.** Background, Page 7, Section 2.1:
- a.** Please clarify whether the solicitations issued under this contract will be limited to Information Technology procurements (hardware, software, cloud solutions, and related implementation services), rather than general goods, services, or design and construction procurements.
 - b.** Last sentence states "Procurement Services anticipates it will receive approximately 150 bids to be reviewed for award."
 - i.** Approximately how many solicitations are expected to generate the anticipated 150 bids?
 - ii.** Does OGS primarily utilize the Invitation for Bids (IFB) solicitation method, or is the term "bids" being used generically to reference all solicitation responses?
- A9.**
- a.** Only one solicitation for the Information Technology Umbrella Contract – Manufacturer Based Centralized Contracts (Mfr. Umbrella Contract) will be issued for the recruitment period. The Mfr. Umbrella Contract is limited to only Manufacturers of software, hardware, and cloud solutions.
 - b.i.** Refer to A9.a.
 - b.ii.** The term "bids" is being used generically to reference all solicitation responses. OGS will be using a multiple-award, non-competitive method of award for the Manufacturer Umbrella Periodic Recruitment.

Q10. Service Requirements Page 7, Section 2.2:

- a. Is the Contractor expected to support one solicitation at a time, or multiple concurrent solicitations?
- b. The RFQ states that the Contractor must obtain OGS approval at each stage of the procurement process. What is the typical turnaround time for OGS reviews and approvals?
- c. Will OGS provide templates, evaluation tools, scoring criteria, and/or other resources necessary to perform the required services?
- d. What systems, applications, or platforms will the Contractor be required to access in order to perform the services under this contract?

A10. a. Refer to A9.a.

b. The OGS Procurement Services Representative will have 15 business days to approve or reject Phase(s). Refer to Section 2.4 – Acceptance of Completed Phases.

c. Yes, Procurement Services will provide the original solicitations documents and tools to review and prepare updates. Refer to Section 2.2.3 – Phase 2: Solicitation Updates.

d. Contractor will be required to access OGS' internal network, the Electronic Document Submission System (EDSS), certain databases for Vendor Responsibility reviews, and potentially other systems (or applications or platforms). OGS will provide Contractor's staff with this access.

Q11. Phase 2: Solicitation Updates, Page 8, Section 2.2.3, Section B references preparing a list of vendors to solicit. Does OGS maintain an online supplier registration system that allows vendors to register by commodity code, goods, or services category?

A11. No.

Q12. Phase 3: Evaluation of Proposals, Page 8, Section 2.2.4, Section E. iii. states "Prepare and send Bidder additional requests for clarification..." How many rounds of clarifications are typically conducted during a solicitation evaluation process?

A12. OGS respectfully declines to answer this question since the number of clarifications needed varies from Bidder to Bidder.

Q13. Phase 7: Obtaining OSC Approval – Page 10, Section 2.2.8, Section B references the "Electronic Document Submission System (EDSS).", Please provide information regarding the system used by the Office of the State Comptroller (OSC) for EDSS submissions.

A13. The Electronic Documents Submission System (EDSS) allows users to easily and securely submit data and documents to the NYS Office of the State Comptroller (OSC) Bureau of Contracts (BOC). More information will be provided during Phase 1: Onboarding of Project Staff.

Q14. Staffing Requirements – Page 11, Section 2.5:

- a. The RFQ references a "Project Manager" and supporting "staff." Approximately how many Contractor personnel does OGS anticipate will be necessary to successfully perform the required services?

- b. Does OGS anticipate the Contractor’s personnel supporting this contract to work on a full-time or part-time basis? If possible, please provide an estimated range of hours per week.
 - c. Section E. states “staff schedules can be flexible; however, each employee must provide services during 7 am – 6 pm EST.” Please confirm that individual staff schedules will be coordinated and mutually agreed upon between OGS and the Contractor.
 - d. Section H. Please confirm that all services can be performed remotely under this contract. If working on-site is requested, will OSG travel expenses be reimbursable under the resulting contract? What travel policy does OGS follow?
- A14.**
- a. Proposers must identify the number of staff needed based on the Services listed in Section 2 – Scope of Services, as part of their proposal.
 - b. Proposers must identify the number of hours needed (full-time or part-time) based on the Services listed in Section 2 – Scope of Service, as part of their proposal.
 - c. The Contractor is responsible for coordinating the staff schedule and meeting the requirements of the Contract.
 - d. Yes, services should be performed remotely under this contract and travel is not anticipated.
- Q15.** Packaging of RFQ Response Page 15, Section 3.4, states that the original must contain a unique wet signature. Will OSG allow for electronically signed documents such as Docusign? It is our understanding that the New York Electronic Signatures and Records Act (ESRA) establishes the legal validity of electronic signatures and records in New York State.
- A15.** No. Bids submitted in response to this RFQ must be submitted with original signatures, and notarizations where required.
- Q16.** Sample Agreement for Procurement Assistance Support Services: Given that OGS limited participation in this RFQ to contractors already awarded under the TxShare Master Services Agreement (MSA), would OGS consider leveraging or incorporating applicable provisions of the existing TxShare Master Services Agreement where terms overlap?
- A16.** Please refer to section 4.7 Exceptions and Extraneous Terms. Any requested additional provisions should have been submitted during the submission of proposer question period.
- Q17.** Attachment 1, Quote Proposal Form RFQ #3122:
- a. The Quote Proposal Form only provides pricing fields for the Project Manager role. How should Offerors include pricing for additional personnel who will provide services under the resulting contract?
 - b. Is the Quote Proposal Form intended to reflect pricing for:
 - i. A single solicitation process; or
 - ii. The total anticipated contract effort?
 - c. If the Quote Proposal Form is intended to reflect total contract pricing, approximately how many solicitation processes does OGS anticipate the Contractor will support during the contract term?
- A17.** a. Refer to Section 4.4 – Price for details on how to complete Attachment 1.

- b.** Pricing should be provided for the total contract effort.
- c.** Refer to A9.a.

All other terms and conditions remain unchanged.

If submitting a proposal, this Addendum #1 for RFQ #3122 must contain an original signature, be dated, attached to, and made a part of your proposal.

Company Name_____

Address (include City, State, Zip)_____

Bidders Name (please print)_____

Title_____

Signature_____

Date_____



Office of General Services

Request for Quote #3122

Solicited by the

New York State Office of General Services

for

Procurement Assistance Support Services

ISSUE DATE: May 8, 2026

Primary Contact:

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1. Introduction

1.1 Overview

The New York State (NYS) Office of General Services (OGS), Procurement Services is seeking a Contractor to provide procurement assistance support services staff augmentation to conduct and award a periodic recruitment to add additional Contractors to the Information Technology Umbrella Contract – Manufacturer Based Centralized Contracts (Mfr. Umbrella Contract). Procurement Services requires staff to provide the Services outlined in Section 2 – Scope of Services.

OGS intends to award one contract to an awarded Contractor listed on the TX Share Public Sector Procurement Consulting Services RFP #2021-083 Master Agreement.

<https://www.txshare.org/available-contracts/public-sector-procurement-consulting>

1.2 Designated Contacts

In compliance with the Procurement Lobbying Law, Rebecca Beattie, Contract Management Specialist 1, OGS Division of Financial Administration, Agency Procurement Office, is designated as the PRIMARY designated contact for this Solicitation and may be reached by e-mail or phone for all inquiries regarding this Solicitation at:

Rebecca Beattie, Contract Management Specialist 1
NYS Office of General Services
Financial Administration / Agency Procurement Office
32nd Floor, Corning Tower, Empire State Plaza
Albany, New York 12242
Phone: 518-474-0345
E-mail: Rebecca.Beattie@ogs.ny.gov

In the event the PRIMARY designated contact is not available; the alternate designated contacts are:

Paige Corning, Contract Management Specialist 3
NYS Office of General Services
Financial Administration / Agency Procurement Office
32nd Floor, Corning Tower, Empire State Plaza
Albany, New York 12242
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32nd Floor, Corning Tower, Empire State Plaza
Albany, New York 12242
Phone: 518-474-9139
Email: Andrea.Garavelli@ogs.ny.gov

For inquiries related specifically to insurance requirements of this Solicitation, contact:

NYS Office of General Services
Bureau of Risk and Insurance Management

NYS Office of General Services – Financial Administration
RFQ #3122 – Procurement Assistance Support Services

32nd Floor, Corning Tower Bldg., Empire State Plaza
 Albany, New York 12242
 Phone: 518-473-0310
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1.3 Key Events

The table below outlines the tentative schedule for important action dates.

Action	Date
OGS Issues RFQ #3122	May 8, 2026
Deadline for Submission of Proposer Questions	May 15, 2026
OGS Issues Responses to Written Questions (estimated)	May 22, 2026
Quote Due Date	June 5, 2026, at 2:00 PM EST
Contract Start Date	Upon OSC approval

1.4 Minimum Proposer Qualifications

Proposers are advised that the State’s intent is to ensure that only responsive, responsible, qualified, and reliable Contractors enter into a contract to perform the work as defined in this document.

The State considers the following qualification to be a pre-requisite in order to be considered a qualified Proposer for purposes of the Solicitation. Proposers not meeting the qualification below will be disqualified. Proposers may not use a Subcontractor’s or any other entity’s qualifications to meet requirement.

The following minimum requirement **must** be met by each Proposer:

- A. The Proposer must be an awarded Contractor listed on the TX Share Public Sector Procurement Consulting Services RFP #2021-083 Master Agreement.

The State of New York retains the right to request any additional information pertaining to the Contractor's ability, qualifications, and procedures used to accomplish all work under this contract, as it deems necessary to ensure safe and satisfactory work.

1.5 Glossary of Terms

“**Commissioner**” shall mean the Commissioner of the New York State Office of General Services or duly authorized representative.

“**Contractor**” shall mean a successful bidder awarded a contract pursuant to this Solicitation.

“**Issuing Office**” shall mean the New York State Office of General Services, Division of Financial Administration.

“**OGS**” shall mean the New York State Office of General Services.

“**OSC**” shall mean the Office of the New York State Comptroller.

“**Proposer**” or “**Offeror**” shall mean any person, partnership, firm, corporation, or other authorized entity submitting a quote to the State pursuant to this Solicitation.

“Request for Quote”, “RFQ”, or “Solicitation” shall mean this document.

The **“State”** shall mean The People of the State of New York, which shall also mean the New York State Office of General Services.

“Subcontractor” shall mean an approved third-party Contractor hired by the Contractor to perform services pursuant to this Solicitation.

2. Scope of Services

2.1 Background

OGS Centralized Contracts are not project-specific but indefinite-delivery/indefinite-quantity contracts, used by over 8,000+ entities in NYS. The Mfr. Umbrella Contract is NYS's primary technology acquisition centralized contract, allowing authorized users to acquire hardware, software, cloud solutions, and related implementation services. The Mfr. Umbrella Contract is limited to only Manufacturers of software, hardware, and cloud solutions. Currently, there are 182 active contracts.

To add additional contractors to the Mfr. Umbrella Contract, Procurement Services must conduct a periodic recruitment. Periodic recruitment is a process to add new contractors to suites of centralized contracts without affecting the existing Contractors. Procurement Services shall issue an updated version of the initial solicitation allowing Bidders that don't currently hold an awarded centralized contract to respond with their proposal.

The Mfr. Umbrella Contract is not awarded competitively, but instead any Bidder that meets all requirements and is found responsible is awarded a contract. Additionally, before any new contract is awarded, it must be approved by both the NYS Attorney General (AG) and Office of the State Comptroller (OSC). Because of this, Procurement Services must first evaluate all proposals, disqualify any Bidders that do not meet all requirements of the solicitation (or were found non-responsible), and only then can we recommend all proposed contracts to OSC for approval.

Based on past periodic recruitment, Procurement Services anticipates it will receive approximately 150 bids to be reviewed for award.

2.2 Service Requirements

The awarded Contractor shall perform services that include preparing updated solicitation documents, reviewing bid proposals, drafting and emailing clarification letters, reviewing clarification responses, and preparing contracts for submission to AG and OSC for approval.

While the Contractor must obtain written approval for all solicitation documents, determinations, communication, etc., the Contractor is responsible for providing one Project Manager to manage the project from start to completion.

2.2.1 Project Manager

The Project Manager shall:

- A. Manage the project from start to completion.
- B. Attend weekly one-hour virtual meetings with Procurement Services to provide updates on the progress of the project.
- C. Relay information between Procurement Services and project staff.
- D. Request approval and acceptance of each of the Phases 1 through 7. All requests must be sent via email to the designated Procurement Services Representative.

Procurement Services will hold a private virtual training session with the Project Manager. This training session should take approximately three hours.

2.2.2 Phase 1: Onboarding Project Staff

The awarded Contractor's staff are required to attend three virtual training sessions with Procurement Services to review NYS Finance Law and the procedures for completing each of the requirements in Phases 2 through 7. These training sessions should take approximately ten hours in total.

2.2.3 Phase 2: Solicitation Updates

The Contractor shall:

- A. Review and prepare updates to the original solicitation, including the minimum bidder qualifications, attachments, appendices, and evaluation tools.
- B. Prepare a list of vendors to solicit.
- C. Through the Project Manager, submit a draft of all solicitation documents to Procurement Services for approval to release.
- D. The Project Manager shall submit a draft of the NYS Contract Reporter advertisement (CR Ad) to Procurement Services for approval. The Project Manager shall post the CR Ad no later than one business day prior to the release of the Mfr. Umbrella Solicitation.

2.2.4 Phase 3: Evaluation of Proposals

The Contractor shall:

- A. Review each proposal to determine if the Bidder meets all requirements, including all the following:
 - i. The Bidder included proof that they meet all minimum qualifications.
 - ii. The Bidder included pricing as required by the Solicitation and that the Bidder met all pricing requirements of the Mfr. Umbrella Solicitation.
 - iii. The Bidder included all required forms, completed correctly.
- B. Research a Bidder and its products to determine if the Bidder meets the definition of "Manufacturer" in the Mfr. Umbrella Solicitation.
- C. Develop and submit requests for Centralized Contract numbers and Centralized Contract values to Procurement Services for approval and issuance.
- D. Prepare and send Bidders that are susceptible to award requests for clarification. Project Manager shall submit proposed requests to Procurement Services for prior approval.
- E. Review all clarification responses submitted by Bidders and either:
 - i. Recommend acceptance of Bidders clarification responses; or
 - ii. Recommend rejection of Bidders clarification responses; or
 - iii. Prepare and send Bidder additional requests for clarification as directed by Procurement Services and repeat this review process.

The Project Manager shall submit all proposed recommendations to Procurement Services for prior approval. If documents, corrections and/or clarifications are needed from a Bidder, staff shall notify the Project Manager of a Bidders non-compliance/non-responsiveness after three unsuccessful attempts to obtain the information required. The Project Manager shall work with Procurements Services to determine next steps.

2.2.5 Phase 4: Evaluation of Vendor Responsibility, Insurance, MWBE and SDVOB Requirements

The Contractor shall:

- A. Perform Vendor Responsibility Questionnaire (VRQ) reviews and recommend Bidders as responsible or non-responsible. The Project Manager shall submit all recommendations to Procurement Services for review and approval.
- B. Review proposals to determine if Bidders submitted the required insurance documentation in accordance with the requirements of the Mfr. Umbrella Solicitation. The Project Manager shall submit all insurance documentation to the OGS Bureau of Insurance & Risk Management (BRIM) for review and approval.
- C. Review Bidders submitted NYS Minority and Woman-Owned Business Enterprises (MWBE) compliance forms. The Project Manager shall submit MWBE compliance forms to the OGS Office of Business Diversity (OBD) for review and approval.
- D. Review Bidders submitted NYS Service-Disabled Veteran Owned Businesses (SDVOB) compliance forms. The Project Manager shall submit SDVOB compliance forms, making recommendations to Procurement Services for review and approval.

The Project Manager shall submit all proposed recommendations to Procurement Services for prior approval. If documents, corrections and/or clarifications are needed from a Bidder, staff shall notify the Project Manager of a Bidders non-compliance/non-responsiveness after three unsuccessful attempts to obtain the information needed. The Project Manager shall work with Procurements Services to determine next steps.

2.2.6 Phase 5: Tentative Award/Non-Award Recommendations and Notification

The Contractor shall:

- A. Prepare and submit completed evaluation tool documents for Bidders to Procurement Services for review and approval.
- B. Identify and recommend Bidders to be disqualified by preparing non-award letters that include specific reason(s) and supporting documentation.
- C. Identify and recommend Bidders to be awarded by preparing tentative award letters and contracts for signature.
- D. Through the Project Manager, forward all letters and recommendations to Procurement Services for approval.
- E. Notify all Bidders who submitted proposals of their tentative award/non-award determination.
- F. Assist with scheduling and attending Bidder requested debriefing(s) and protest(s), if applicable. Debriefings shall take approximately 30-minutes each. OGS anticipates receiving approximately 12 debriefing requests. Both the Project Manager and specific staff who worked with the Bidder are required to assist.
 - i. Completion of protest and/or debriefing activities is not required in order to receive payment for this Phase.

2.2.7 Phase 6: Obtaining AG Approval

For all tentatively awarded Bidders that have returned their signed and notarized Mfr. Umbrella contract, the Contractor shall:

- A. Prepare AG cover letters and electronic contract files in PDF format. The Project Manager shall submit all letters and contract files to Procurement Services for approval.
- B. Submit all proposed contracts via email to the AG for review and approval.
- C. Be available to provide any required assistance in responding to AG questions.

2.2.8 Phase 7: Obtaining OSC Approval

After the contract requisition is entered into the Statewide Financial System (SFS) by Procurement Services, the Contractor shall:

- A. Prepare an OSC cover letter and final procurement record documents.
- B. Upload all proposed Mfr. Umbrella Contracts approved by the AG along with all other required procurement record documentation (e.g. solicitation, non-award letters, evaluation tool, etc.) into OSC's Electronic Document Submission System (EDSS) for OSC's review and approval.
- C. Be available to provide any required assistance in responding to OSC questions.

The Contractor is not responsible for notifying Bidders of OSC's final determination.

2.3 Procurement Services Approval

The Contractor must receive prior written approval from the designated Procurement Services Representative for all documents and recommendations.

The Contractor shall not make any final decision regarding a Bidder's status, including but not limited to making final vendor responsibility determinations, but instead only make recommendations to Procurement Services.

The Contractor and its staff shall not sign any contract on behalf of NYS.

2.4 Acceptance of Completed Phases

The Project Manager shall submit a request for written approval and acceptance of each Phase to the designated OGS Procurement Services Representative via email, including proof of completion and all applicable timesheets. Phases must successfully meet expected quality as well as contract requirements. The OGS Procurement Services Representative will have 15 business days to approve or reject Phase(s).

In no event will the Phases be automatically accepted or paid upon the Contractor's submission of review and approval to Procurement Services. If a Phase is rejected, the cause for rejection and all discrepancies to be addressed will be documented and provided to the Contractor in writing via email. Identified discrepancies shall be addressed by the Contractor, within 15 business days of notification, to the satisfaction of OGS. The corrected Phase(s) shall be resubmitted by the Project Manager to the OGS Procurement Services Representative for approval. There shall be no verbal acceptance or acceptance by default.

To obtain Procurement Services approval for each Phase, the Contractor must complete the following:

- A. Phase 1: Onboarding Project Staff – Required training sessions are completed by each Contractor staff member. Refer to Section 2.2.2 for details.
- B. Phase 2: Solicitation Updates – The Project Manager submits approved final solicitation documents and the CR Ad draft to Procurement Services for review and approval. The Project Manager posts the approved CR Ad. Refer to Section 2.2.3 for details.
- C. Phase 3: Evaluation of Proposals – The Project Manager submits final review results and recommendations for all proposals received to Procurement Services for review and approval. Refer to Section 2.2.4 for details.
- D. Phase 4: Evaluation of Vendor Responsibility, Insurance, MWBE and SDVOB Requirements – The Project Manager submits final review results for all proposals received to Procurement Services for review and approval. Refer to Section 2.2.5 for details.
- E. Phase 5: Tentative Award/Non-Award Recommendations and Notification – The Contractor notifies all Bidders who submitted proposals of their award/non-award determination. Refer to Section 2.2.6 for details.
- F. Phase 6: Obtaining AG Approval – The Contractor submits all proposed contracts to the AG for review and approval. Refer to Section 2.2.7 for details.
- G. Phase 7: Obtaining OSC Approval – The Contractor submits all AG approved contracts to OSC for review and approval. Refer to Section 2.2.7 for details.

2.5 Staffing Requirements

Contractor shall perform all services diligently and effectively under the oversight and direction of Procurement services.

- A. All Contractor’s staff shall conduct themselves in a professional manner with OGS staff and with the General Public.
- B. All Contractor’s staff shall comply with all rules and requirements of this contract, including the drug and alcohol policies (Refer to Section 5.6 – General Requirements).
- C. The Contractor shall provide staff to perform the Services under this contract. Refer to Section 2.2 – Service Requirement, for details.
- D. The Contractor shall provide a Project Manager. Refer to Section 2.2.1 – Project Manager for details.
- E. Staff schedules can be flexible; however, each employee must provide services during 7am – 6pm EST, Monday – Friday, excluding holidays. No overtime is available for this contract.
- F. Staff familiar with NY State Finance Law are preferred.
- G. All proposed staff are expected to provide services for the duration of the Contract; however, if staffing changes are required at any time, requested by either the Contractor or Procurement Services:
 - i. A written request to either party shall be submitted ten business days in advance of staff replacement.

- ii. The Contractor shall provide resumes/proof of minimum qualifications of new proposed staff, and a description of how the Project Manager plans to adequately train replacement staff.
 - iii. The State reserves the right to approve or disapprove of any proposed staff replacement(s).
- H. The Contractor must provide its own equipment to allow staff to work remotely.
- I. The Contractor is required to attend virtual meetings, as requested.
- J. Staff are required to use OGS provided email addresses for all communication.

2.6 Additional Insurance Requirements

In addition to the TX Share Public Sector Procurement Consulting Services RFP #2021-083 Master Agreement insurance requirements, the following are also required:

Workers' Compensation Insurance and Disability Benefits Requirements

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a quote or any contract renewal. A Proposer will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to OGS.** Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to OGS at the time of notification of tentative award, policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

A. Proof of Compliance with Workers' Compensation Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website (www.businessexpress.ny.gov);
- Form C-105.2 (9/15), *Certificate of Workers' Compensation Insurance*, sent to OGS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to OGS upon request from the Contractor; or
- Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
- Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

B. Proof of Compliance with Disability Benefits Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website (www.businessexpress.ny.gov);
- Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to OGS by the Contractor's insurance carrier upon request; or

- Form DB-155, Certificate of Disability Benefits Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office.

Information clarifying the New York State Workers' Compensation Law requirements is available at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov/content/main/Employers/requirements-businesses-applying-government-permits-licenses-contracts.pdf>.

2.7 Contractor's Compensatory Liability

In the event that the Contractor fails to complete any of the specified services within the timeframe required, OGS reserves the right to have such work completed either by another Contractor or with in-house staff. In any such event, the Contractor shall be liable to reimburse OGS for all costs incurred to complete the work. OGS further reserves the right to collect such reimbursement from any outstanding payments due to the Contractor.

2.8 Warranties

Contractor warrants that the services acquired under this Contract will be provided in a professional and workmanlike manner in accordance with industry standards.

All materials and workmanship provided under this contract shall be warranted for a minimum of one year. Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties, such additional or more advantageous warranty shall apply. All warranties contained in this Contract shall survive the termination of this Contract.

2.9 Confidentiality

Contractor agrees to keep confidential and not to disclose to third parties any information provided by the OGS or learned by the Contractor during the performance of the Contract unless Contractor has received the prior written consent of the OGS to make such disclosure. This provision shall survive the expiration and termination of this Contract. The Contractor warrants that all of its operations are compliant with all federal, state and local laws, rules and regulations pertain to the privacy and/or security of personal and confidential information.

2.10 Downstream Prohibition

The awarded Contractor for this project is prohibited from bidding on periodic recruitment(s) of the Information Technology Umbrella Contract – Manufacturer Based Centralized Contract Award: 22802.

3. Quote Submission

3.1 RFQ Questions and Clarifications

There will be an opportunity for submission of questions and/or requests for clarification. Questions and/or clarifications must be submitted via e-mail to the Designated Contact:

Rebecca Beattie, Contract Management Specialist 1
NYS Office of General Services
Financial Administration / Agency Procurement Office
32nd Floor, Corning Tower, Empire State Plaza
Albany, New York 12242
Phone: 518-474-0345
E-mail: Rebecca.Beattie@ogs.ny.gov

All questions must cite the particular page, section, and paragraph number, where applicable. Please submit questions as early as possible following receipt of the RFQ. The final deadline for submission of any questions/clarifications regarding this RFQ is listed in Section 1.3 – Key Events. Questions received after the deadline may not be answered. OGS will post an addendum at <https://ogs.ny.gov/procurement/bid-opportunities> with all questions and responses on or about the date listed in Section 1.3 – Key Events. Any additional addenda will be posted to the same location.

3.2 Quote Format and Content

In order for the State to evaluate quotes fairly and completely, Proposers are strongly encouraged to follow the format set forth herein and should provide all of the information requested. All items requested in this Submission section should be provided and addressed as clearly as possible. Failure to conform to the stated requirements may necessitate rejection of the quote.

Proposers may be requested to provide clarification based on the State's evaluation procedure. Any clarification will be considered a formal part of the Proposer's original quote. If further clarification is needed during the evaluation period, OGS will contact the Proposer.

Note: OGS reserves the right to request any additional information deemed necessary to ensure that the Proposer is able to fulfill the requirements of the contract.

- A. Cover Letter: The cover letter should confirm that the Proposer understands all the terms and conditions contained in this RFQ and will comply with all the provisions of this RFQ. Further, that should the contract be awarded to your company, you would be prepared to begin services on the date indicated in Section 1.3 – Key Events. The cover letter should also include the full contact information of the Proposer's representative that OGS shall contact regarding the quote. A Proposer representative authorized to make contractual obligations must sign the cover letter.
- B. Experience: The Proposer shall submit the following information:
 - i. At least two references from existing clients, preferably state or federal clients, for which the Proposer has performed work similar to size and scope of the Services as described in Section 2 – Scope of Services.
- C. Implementation and Staffing Plan: The Proposer shall submit the following information:
 - i. Resumes for proposed staff providing the Services under this contract.

- ii. A description of how the Proposer shall provide each of the Services listed in Section 2.2 – Service Requirements.
 - iii. Chain of command to address any issues or concerns.
 - iv. Staff replacement plan.
- D. **Pricing:** Proposers shall submit a completed Attachment 1 – Quote Proposal Form. Each item must be complete with no lines omitted. Proposer shall not provide alternative pricing or deviate from Attachment 1 – Quote Proposal Form. Alternative pricing methodologies will not be considered and may result in the rejection of the quote.
- E. **Administrative Submission:**
- i. All required completed forms from RFQ Appendix B.
 - ii. Signed bid addenda (if any).
 - iii. Important Notes:
 - a. Insurance – Proposers are reminded of the insurance requirements as described in Section 2.6 – Additional Insurance Requirements. The selected Proposer will be required to provide all necessary documentation upon notification of selection.
 - b. Vendor Responsibility - Proposers are reminded of the requirement as described in Section 5.10 and are requested to complete the online questionnaire located on the OSC VendRep System website prior to quote submission. If the vendor has previously certified responsibility online, it shall ensure that the VRQ was recertified in the last six months.
 - c. Document Consistency - An award will only be made to the entity that has submitted the quote. All submitted documents must be consistent with official name of proposing entity, FEIN, and NYS Vendor ID number.

3.3 Quote Preparation

All quotes must be completed in ink or machine produced. Quotes submitted handwritten in pencil will be disqualified.

3.4 Packaging of RFQ Response

Please submit:

- A. One original of RFQ Attachment 1 – Quote Proposal Form
- B. One original of the cover letter; references; implementation and staffing plan
- C. One original of the Administrative Submission

Please provide one digital record (Thumb Drive) containing the above submission items. If there are any differences between the paper submission and the electronic submission, the paper submission shall take precedence.

Originals contain a unique wet signature for each of the signed and notarized pages. Exact copies can be photocopied and do not require a unique wet signature.

All quote documents must be submitted by mail, hand delivery, overnight carrier or certified mail in a package showing the following information on the outside:

- A. Proposer's complete name and address
- B. Solicitation Number: RFQ #3122

C. Quote Due Date and Time: (as stated in Section 1.3 - Key Events)

D. Quote for: Procurement Assistance Support Services

Failure to complete all information on the quote envelope and/or packages may necessitate the premature opening of the quote and may compromise confidentiality.

3.5 Instructions for Quote Submission

Note that these instructions supersede the generic instructions posted on the OGS website bid calendar.

Only those Proposers who furnish all required information and meet the mandatory requirements will be considered.

Submit all required Quote documents to the NYS Office of General Services - Division of Financial Administration at the following address:

NYS Office of General Services
Financial Administration – Agency Procurement Office
32nd Floor, Corning Tower Bldg., Empire State Plaza
Albany, New York 12242
Attn: Rebecca Beattie
RFQ #3122

E-MAIL OR FAX QUOTE SUBMISSIONS ARE NOT ACCEPTABLE AND WILL NOT BE CONSIDERED.

The State of New York will not be held liable for any cost incurred by the Proposer for work performed in the preparation and production of a quote or for any work performed prior to the formal execution and approval of a contract.

Quotes must be received in the above office on or before 2:00 PM EST on the date indicated in Section 1.3 - Key Events. Proposers assume all risks for timely, properly submitted deliveries. Proposers mailing their quote must allow sufficient mail delivery time to ensure receipt of their quote at the specified location no later than the specified date and time.

The received time of quotes will be determined by the clock at the above noted location.

Any Quote received at the designated location after the established time will be considered a Late Quote. A Late Quote may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Quote may be accepted in the Commissioner's sole discretion where (i) no timely Quotes meeting the requirements of the Solicitation are received, or (ii) the Proposer has demonstrated to the satisfaction of the Commissioner that the Late Quote was caused solely by factors outside the control of the Proposer. However, in no event will the Commissioner be under any obligation to accept a Late Quote.

The basis for any determination to accept a Late Quote shall be documented in the procurement record.

Quotes must remain open and valid for 180 days from the due date, unless the time for awarding the Contract is extended by mutual consent of NYS OGS and the Proposer. A Quote shall continue to remain an effective offer, firm and irrevocable, subsequent to such 180-day period until either tentative award of

the Contract by issuing Office is made or withdrawal of the Quote in writing by Proposer. Tentative award of the Contract shall consist of written notice to that effect by the issuing Office to the successful Proposer. This RFQ remains the property of the State at all times, and all responses to this RFQ, once delivered, become the property of the State.

Important Building Access Procedures for Delivered Quotes:

Building Access procedures are in effect at the Corning Tower. Photo identification is required. All visitors must register for building access for delivering quotes. **Vendors are encouraged to pre-register by contacting the designated contact at 518-474-0345 at least 24 hours prior to arrival.** Pre-registered visitors are to report to the visitor desk located at the Concourse level of the Corning Tower. Upon presentation of appropriate photo identification, the visitor will be allowed access to the building.

Upon arrival at the visitor desk, visitors that have not pre-registered will be directed to a designated phone to call the OGS Finance Office. The Finance Office will then enter the visitor's information into the building access system. Access will not be allowed until the system has been updated. Visitors are encouraged to pre-register to ensure timely access to the building. Vendors who intend to deliver quotes or conduct business with OGS should allow extra time to comply with these procedures. These procedures may change or be modified at any time.

Visitor parking information can be viewed at the following OGS web site:

<https://empirestateplaza.ny.gov/parking>

4. Administrative Information

4.1 Issuing Office

This RFQ is being issued by the New York State Office of General Services, Division of Financial Administration, Agency Procurement Office, on behalf of Procurement Services.

4.2 Method of Award

OGS intends to award one contract to the responsive and responsible Proposer affording the best value to the State. Best value will be determined by how well the bid submission meets the requirements of the RFQ, including but not limited to past experience, including preference for past experience with State or Federal agency projects, and proven ability to manage large projects of the same size and scope.

Upon determination of the best value quote, a contract will be sent to the successful Proposer for signature and shall be returned to the Issuing Office for all necessary State approvals. Upon final approval, a completely executed contract will be delivered to the Contractor.

The Grand Total quote amount of the successful Proposer shall be used to establish the total contract value. **The established total contract value shall not be exceeded.**

A discount for early payment does not affect quote amounts nor is it considered in making awards, except that a discount may be considered in resolving tie quotes.

4.3 Term of Contract

The Term of the Contract shall commence upon OSC approval and will be in effect for one year, with an optional one-year renewal.

4.4 Price

Proposers must submit pricing using Attachment 1 - Quote Proposal Form. Any alterations, qualifiers, etc. will result in rejection.

The Contractor agrees that from the effective date of the contract until contract termination, the rates charged by the Contractor and paid for by NYS OGS will be equal to or lower than any rates provided by the Contractor to other customers for like services.

Proposers shall quote a not-to-exceed hourly rate and not-to-exceed number of hours for each phase to be provided under the Contract, with the exception of Phase 1, which only requires a not-to-exceed hourly rate. The Contractor shall be paid only for actual services rendered; however, the Contractor shall not be paid for services provided beyond the not-to-exceed number of hours proposed. The proposed hourly rate cannot exceed the rate established on the TX Share Public Sector Procurement Consulting Services RFP #2021-083 Master Agreement. Hourly rates shall include all fixed overhead costs including but not limited to expenses for word processing, secretarial or clerical work, office expenses, and similar routine expenses.

- A. Project Manager – The Contractor shall provide a not-to-exceed hourly rate and not-to-exceed number of hours needed to manage the project from start to completion, including the three-hour training session. Refer to Section 2.2.1 for details.

- B. Phase 1: Onboarding Project Staff – The Contractor shall provide a not-to-exceed hourly rate needed to complete all service requirements of Phase 1. **The not-to-exceed number of hours for Phase 1 is ten hours.** Refer to Section 2.2.2 for details.
- C. Phase 2: Solicitation Updates – The Contractor shall provide a not-to-exceed hourly rate and not-to-exceed numbers of hours needed to complete all service requirements of Phase 2. Refer to Section 2.2.3 for details.
- D. Phase 3: Evaluation of Proposals – The Contractor shall provide a not-to-exceed hourly rate and not-to-exceed numbers of hours needed to complete all service requirements of Phase 3. Refer to Section 2.2.4 for details.
- E. Phase 4: Evaluation of Vendor Responsibility, Insurance, MWBE & SDVOB Requirements – The Contractor shall provide a not-to-exceed hourly rate and not-to-exceed numbers of hours needed to complete all service requirements of Phase 4. Refer to Section 2.2.5 for details.
- F. Phase 5: Tentative Award/Non-Award Recommendations and Notification – The Contractor shall provide a not-to-exceed hourly rate and not-to-exceed numbers of hours needed to complete all service requirements of Phase 5. Refer to Section 2.2.6 for details.
- G. Phase 6: Obtaining AG Approval – The Contractor shall provide a not-to-exceed hourly rate and not-to-exceed numbers of hours needed to complete all service requirements of Phase 6. Refer to Section 2.2.7 for details.
- H. Phase 7: Obtaining OSC Approval – The Contractor shall provide a not-to-exceed hourly rate and not-to-exceed numbers of hours needed to complete all service requirements of Phase 7. Refer to Section 2.2.8 for details.

The Contractor shall provide all labor, materials, equipment, transportation, license, permits, travel, all other ancillary (administrative, insurance, reporting, overhead, profit, employee training, parking, etc.) costs and equipment necessary for the performance of services under this contract. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, are deemed understood by the Contractor as included herein.

If the Proposer offers an early payment discount for payments made in less than 30 days after receipt of a proper invoice, please detail the discount by providing, in the appropriate place on the Attachment 1 - Quote Proposal Form, the percentage of discount and the specific number of days within which the payment must be made for the discount to apply. If a Proposer offers multiple discounts, please provide the details for each discount offered (for example: 2%/15 days; 1%/20 days). A discount for early payment does not affect quote amounts nor is it considered in making awards, except that a discount may be considered in resolving tie quotes.

4.5 Method of Payment

Invoices will be processed upon completion and acceptance of each phase in accordance with established procedures of the Office of General Services and the Office of the State Comptroller (OSC) and payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law.

Each company invoice **must** be itemized and include the following information: Name of NYS agency being billed; Contract ID number; Purchase Order number; Vendor name; Company FEIN; Vendor ID

number; a unique invoice number; date(s) of service(s), the specific phase(s) worked on; a detailed description of services performed; and \$ amount requested in accordance with contract or PO rates. The Contractor must include with each invoice, a copy of OGS signed and approved timesheets for the specified phase(s).

Invoices without the above stated information will be returned to Contractor to be completed as required in the paragraph above. **Payment will not be issued and will not be due and owing until a corrected invoice is received and approved by OGS.**

All Invoices are to be submitted for payment to:

Office of General Services
C/O BSC / Accounts Payable
1220 Washington Ave., Bldg. 5, 5th Fl or Accountspayable@ogs.ny.gov
Albany, New York 12226

Also, a copy of the invoice and reports must be forwarded to:

NYS Office of General Services
Procurement Services
Empire State Plaza, Corning Tower, 38th Floor
Albany, NY 12242

Or by email: suzanne.coyne-angelo@ogs.ny.gov

4.6 Electronic Payment

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Contractor must arrange for electronic payment through the NYS Statewide Financial System (SFS) Vendor Portal. Information regarding SFS Vendor Portal is available at the following website: <http://www.sfs.ny.gov/index.php/vendors>. If Contractor doesn't have SFS Vendor Portal credentials, they may request them via e-mail at Helpdesk@sfs.ny.gov, or phone at 518-457-7717. The Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

4.7 Exceptions and Extraneous Terms

The Issuing Office will consider all requests to waive any Solicitation requirement. The term "Solicitation requirement" as used herein shall include any and all terms and conditions included in the Solicitation documents. Bidders should be aware that failure to obtain a waiver of any bid requirement in advance of bid submission, and/or inclusion of extraneous terms in the form of exceptions, assumptions, qualifiers, ranges, modifications, etc. with bid submission, may result in rejection of bid and disqualification from the bidding process.

Bidders wishing to obtain an exemption or waiver for any part of this Solicitation must contact the Issuing Office in writing by the 'Questions Due Date' as identified in the Section 1.3 – Key Events. The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either with the 'Answers to Questions' as identified in the Key Events section (if the response results in a change to the Solicitation), or directly to the requesting vendor.

4.8 Dispute Resolution

It is the policy of the OGS to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to Solicitations, contract awards, and contract administration. OGS encourages vendors to seek resolution of disputes informally, through consultation with OGS staff, prior to commencing a formal dispute process. All such matters will be accorded full, impartial and timely consideration. A copy of the OGS Dispute Resolution Procedures for Vendors may be obtained by contacting the designated contact person identified in Section 1.2 of the Solicitation.

During the term of the contract, if either party notifies the other of a dispute or dissatisfaction, the other party will make a good faith effort to solve or settle dispute amicably, including meeting with the other party to diligently attempt to reach a satisfactory result. In the event of a dispute, the parties will continue to fulfill their obligations hereunder during the dispute resolution process. The parties agree to proceed in good faith to avoid disputes and resolve disputes that cannot be avoided at the lowest level possible. If party representatives are unable to resolve the dispute or reach a satisfactory result within twenty days of written notice of a dispute, the dispute will be referred to successive higher levels of each organization for final decision.

4.9 Rules of Construction

Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, a singular word shall include the plural and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this RFQ, refer to this RFQ.

4.10 Balanced Quotes

Prices quoted must be in balance. A quote is mathematically unbalanced if the quote is structured on the basis of nominal prices for some work and inflated prices for other work; that is, each element of the quote must carry its proportionate share of the total cost of the work plus profits.

Quotes with extreme variations, or where obvious unbalancing of unit prices has occurred, will be thoroughly evaluated by OGS. Out-of-balance quotes may be rejected in whole or in part; however, OGS reserves the right to negotiate prices with the proposer to balance unbalanced pricing.

4.11 Prime Contractor Responsibilities

The State will contract only with the successful Proposer who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the RFQ, and the contract resulting from the RFQ. The Prime Contractor will be fully responsible for the work being completed by their Subcontractors. No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this RFQ or the resultant contract. The Contractor accepts full responsibility for

the actions of any employee or Subcontractor(s) who carry out any of the provisions of any contract resulting from this RFQ.

4.12 Examination of RFQ and Contract Documents

- A. Each Proposer is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed.
- B. Each Proposer shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the State as an excuse for any failure or omission on the part of the Proposer to fulfill every detail of all the requirements of the documents governing the work. The Proposer, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Proposer might have fully informed itself prior to submitting a quote.
- C. Any Proposer in doubt as to the true meaning of any part of the specification or the proposed contract documents shall submit to Rebecca Beattie, NYS Office of General Services, Division of Financial Administration, 32nd Floor, Corning Tower Building, Empire State Plaza, Albany, New York 12242, or Rebecca.Beattie@ogs.ny.gov a written request for an interpretation thereof. If a major change is involved to which all Bidders must be informed, such request for interpretation shall be delivered, in writing, no later than the question due date listed in Section 1.3 – Key Events. Any interpretation of the proposed documents will be made only by an addendum duly issued.
- D. Any addendum issued prior to the 'Quote Due Date' as stated in Section 1.3 - Key Events, must be acknowledged by signature, dated, and be submitted as part of the Administrative Quote. In awarding a contract, any addenda will become a part thereof.
- E. Any verbal information obtained from, or statements made by, representatives of the Commissioner of General Services at the time of examination of the documents shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, to all Proposers shall become a part of the contract.

4.13 Debriefings

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Proposer may request a debriefing regarding the reasons that the quote submitted by the Proposer was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by OGS that the quote submitted by the Proposer was not selected for award. Requests should be submitted in writing to a designated contact(s) identified in the Solicitation.

4.14 Procurement Rights

New York State reserves the right to:

- A. Reject any and all quotes received in response to this Solicitation.
- B. Disqualify a Proposer from receiving the award if the Proposer, or anyone in the Proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- C. Correct Proposer's mathematical errors and waive or modify other minor irregularities in quotes received, after prior notification to the Proposer.

- D. Adjust any Proposer's expected costs of the quote price based on a determination of the evaluation committee that the selection of the said Proposer will cause the State to incur additional costs.
- E. Utilize any and all ideas submitted in the quotes received.
- F. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
- G. Begin contract negotiations with another Proposer in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification.
- H. Waive any non-material requirement not met by all Proposers.
- I. Not make an award from this Solicitation.
- J. Make an award under this Solicitation in whole or in part.
- K. Make multiple contract awards pursuant to the Solicitation.
- L. Have any service completed via separate competitive quote or other means, as determined to be in the best interest of the State.
- M. Seek clarifications of quotes.
- N. Disqualify any Proposer whose conduct and/or quote fails to conform to the requirements of the RFQ.
- O. Prior to the bid opening, amend the RFQ specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- P. Waive any requirements that are not material.
- Q. If two or more bids are found to be substantially equivalent, the Commissioner of OGS, at their sole discretion, will determine award using the pre-established process.

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

5. Contract Clauses and Requirements

5.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated June 2023, attached hereto, is hereby expressly made a part of this Solicitation document as fully as if set forth at length herein. The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

1. Appendix A (June 2023)
2. Contract Service Agreement
3. OGS Request for Quote #3122, including any Addenda
4. TX Share Public Sector Procurement Consulting Services RFP #2021-083 Master Agreement
5. Selected Contractor's Quote including Attachment 1 – Quote Proposal Form

5.2 Past Practice

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of this Agreement shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived said right. No waiver of any breach of the Agreement at any time in the past shall constitute a waiver of subsequent breach.

5.3 Procurement Lobbying Requirement

Pursuant to State Finance Law §139-j and §139-k, this Solicitation includes and imposes certain restrictions on communications between OGS and a Vendor during the procurement process. A Vendor is restricted from making contacts from the earliest posting, on a governmental entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter 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 and in Section 1.2. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Vendor 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 Vendor is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: <http://www.ogs.ny.gov/acpl/>

5.4 Tax and Finance Clause

TAX LAW § 5-A:

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

Subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

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

Contractor certification forms and instructions for completing the forms are attached to this RFQ. Form ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its Subcontractor(s) a new Form ST-220-TD must be filed with DTF.

Form ST-220-CA must be filed with the bid and submitted to the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a Bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

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

5.5 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each bid will be held in confidence and details of any bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law (FOIL) provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's quote contains any such trade secrets or other confidential or proprietary information, you must submit a request to except such information from disclosure. Such request must be in writing, must state the reasons why the information should be excepted from disclosure and must be provided at the time of submission of the subject information. This can be accomplished by completion of the applicable question on the Contractor Information page in RFQ Appendix B hereto. Requests for exemption of the entire contents of a bid from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

5.6 General Requirements

- A. The Proposer agrees to adhere to all State and Federal laws and regulations in connection with the contract.
- B. The Proposer agrees to notify OGS of any changes in the legal status or principal ownership of the firm, 45 days in advance of said change.
- C. The Proposer agrees that in any contract resulting from this RFQ it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.

- D. The Proposer agrees that any contract resulting from this RFQ may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of OGS.
- E. For reasons of safety and public policy, in any contract resulting from this RFQ, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
- F. For purposes of any contract resulting from this RFQ, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- G. OGS interpretation of specifications shall be final and binding upon the Contractor.
- H. The Commissioner of OGS will make no allowance or concession to the Proposer for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- I. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Proposer has based its bid on the more expensive option. Final decision will rest with OGS.
- J. INSPECTION – For purposes of any contract resulting from this RFQ the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, OGS may terminate the contract and employ another Contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
- K. STOP WORK ORDER – OGS reserves the right to stop the work covered by this RFQ and any contract(s) resulting there from at any time that it is deemed the Contractor is unable or incapable of performing the work to the State’s satisfaction. In the event of such stopping, OGS shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the Contractor shall be liable to the State of New York for any such costs on account thereof. In the event that OGS issues a stop work order for the work as provided herein, the Contractor shall have ten working days to respond thereto before any such stop work order shall become effective. Provided, however, that if an emergency situation exists, as reasonably determined by OGS, then the stop work order shall be effective immediately.
- L. OGS reserves the right to reject and bar from the facility any employee hired by the Contractor.

5.7 Subcontractors

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the Solicitation and the contract resulting from the Solicitation. When bidding, any known/planned use of Subcontractors must be disclosed in detail with bid submission. If Subcontractors are to be used for base scope services, it shall be understood that the bid price includes the cost of the Subcontractor, and no additional markups will be allowed.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this Solicitation or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or Subcontractor/Subcontractor’s employee(s) who carry out any of the provisions of any contract resulting from this Solicitation.

The Contractor’s use of Subcontractors shall not diminish the Contractor’s obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the Subcontractors.

Any Subcontractor shall be subject to the applicable terms, conditions and requirements contained herein. The Contractor shall be responsible for informing the Subcontractors of all terms, conditions, and requirements of the contract documents.

During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to the OGS Procurement Services Representative, Governor Nelson A. Rockefeller Empire State Plaza, 38th Floor, Corning Tower Building, Albany, New York 12242, in writing, the name of each proposed Subcontractor and obtain written consent to such Subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed Subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as the **OGS Procurement Services Representative** may require concerning the proposed Subcontractor's ability and qualifications.

5.8 Extent of Services

OGS reserves the right to re-negotiate at its discretion, to reduce the amount of services provided under any contract resulting from this Solicitation. This reduction in services shall be effectuated by written amendment to the contract and subject to approval by the Office of the State Comptroller.

5.9 Termination

A. Termination

The Office of General Services may, upon 30 days' notice, terminate any contract resulting from this Solicitation in the event of the awarded Bidder's failure to comply with any of the Bidder's requirements unless the awarded Bidder obtained a waiver of the requirement.

In addition, OGS may also terminate any contract resulting from this Solicitation upon ten days' written notice if the Contractor makes any arrangement for assignment for the benefit of creditors.

Furthermore, OGS shall have the right, in its sole discretion, at any time to terminate a contract resulting from this Solicitation, or any unit portion thereof, with or without cause, by giving 30 days' written notice of termination to the Contractor.

B. Procurement Lobbying Termination

The Office of General Services 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 Office of General Services may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

C. Effect of Termination

Any termination by OGS under this Section shall in no event constitute or be deemed a breach of any contract resulting from this Solicitation and no liability shall be incurred by or arise against the Office of General Services, its agents, and employees therefore for lost profits or any other damages.

5.10 New York State Vendor Responsibility

OGS conducts a review of prospective contractors ("Proposers") to provide reasonable assurances that the Proposer is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter

“Questionnaire”) is used for non-construction contracts and is designed to provide information to assess a Proposer’s responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a quote, Proposer agrees to fully and accurately complete the Questionnaire. The Proposer acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Proposer is responsible, and that the State will be relying upon the Proposer’s responses to the Questionnaire when making its responsibility determination.

OGS recommends each Proposer file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller’s (OSC) website, <https://www.osc.state.ny.us/vendrep/index.htm> or to enroll, go directly to the VendRep System online at https://www.osc.state.ny.us/vendrep/info_vrsystem.htm.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

In order to assist the State in determining the responsibility of the Proposer prior to Contract Award, the Proposer must complete and certify (or recertify) the Questionnaire no more than six months prior to the quote due date. A Proposer’s Questionnaire cannot be viewed by OGS until the Proposer has certified the Questionnaire. It is recommended that all Proposers become familiar with all of the requirements of the Questionnaire in advance of the quote opening to provide sufficient time to complete the Questionnaire.

The Proposer agrees that if it is awarded a Contract the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, in her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor’s expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

5.11 New York State Vendor File Registration

Prior to being awarded a contract pursuant to this Solicitation, Proposers must be registered in the New York State Vendor File (Vendor File) administered by OSC. This is a central registry for all vendors who do business with New York State agencies and the registration must be initiated by a State agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Proposer is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the Contractor Information page included in Appendix B of this Solicitation.

If Proposer is not currently registered in the Vendor File and is recommended for award, OGS shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. OGS will initiate the vendor registration process for all Proposers recommended for contract award. Once the process is initiated, registrants will receive an e-mail from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: <http://www.osc.state.ny.us/vendors/index.htm>

Form to be completed: <https://www.osc.state.ny.us/sites/default/files/vendors/2017-11/vendor-form-ac3237s-fe.pdf>

5.12 Ethics Compliance

All Proposers/Contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing any contract resulting from this RFQ, the Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

5.13 Indemnification

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, Subcontractors or agents, of any contract resulting from this Solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this Agreement and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this Solicitation, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, Subcontractors or employees, or the failure by the Contractor, its officers, agents, Subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this Solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed.

5.14 Force Majeure

Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this Solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

5.15 Encouraging Use of New York State Businesses in Contract Performance

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of the economic activity and leadership such businesses offer, Contractors are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of this agreement. Such partnering may be as Subcontractors, suppliers, protégés or other supporting roles.

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

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

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

5.16 Sexual Harassment Prevention

Pursuant to N.Y. State Finance Law § 139-l, every bid made on or after January 1, 2019 to the State or any public department or agency 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, and where otherwise required by such public department or agency, shall contain a certification that the proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law § 201-g.

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual

harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combatting-sexual-harassment-workplace/employers>.

Pursuant to N.Y. State Finance Law § 139-l, any quote by a corporate proposer containing the certification required above shall be deemed to have been authorized by the board of directors of such proposer, and such authorization shall be deemed to include the signing and submission of such quote and the inclusion therein of such statement as the act and deed of the proposer.

If the Proposer cannot make the required certification, such Proposer shall so state and shall furnish with the quote a signed statement that sets forth in detail the reasons that the Proposer cannot make the certification. After review and consideration of such statement, OGS may reject the quote or may decide that there are sufficient reasons to accept the bid without such certification.

The certification required above can be found on Appendix B – NYS Required Certifications, which Proposer must submit with its quote.

5.17 Employee Information to be Reported by Certain Consultant Contractors

Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning contract employees working under State agency service and consulting contracts. State agency consultant contracts are defined as “contracts entered into by a state agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal, or similar services” (“covered consultant contract” or “covered consultant services”). The amendments also require that certain contract employee information be provided to the state agency awarding such contracts, the Office of the State Comptroller (OSC), the Division of the Budget and the Department of Civil Service (CS). The effective date of these amendments is June 19, 2006. The requirements will apply to covered contracts awarded on and after such date.

To meet these new requirements, the Contractor agrees to complete:

Form A - the Contractor’s Planned Employment Form upon bid/quote submittal.

Form B - the Contractor’s Annual Employment Report throughout the term of the Contract by May 1st of each year. The following information must be reported:

<p>For each covered consultant contract in effect at any time between the preceding April 1st through March 31st fiscal year or for the period of time such contract was in effect during such prior State fiscal year:</p>	<p>1. Total number of employees employed to provide the consultant services, by employment category.</p>
	<p>2. Total number of hours worked by such employees.</p>
	<p>3. Total compensation paid to all employees that performed consultant services under such Contract.*</p>

(Information must be reported on the Contractor’s Annual Employment Report (Form B) or other format stipulated by OGS.)

***NOTE: The information to be reported is applicable only to those employees who are directly providing services or directly performing covered consultant services. However, such information shall also be provided relative to employees of Subcontractors who perform any part of the service contract or any part of the covered consultant contract. This information does not have to be collected and reported in circumstances where there is ancillary involvement of an employee in a clerical, support, organizational or other administrative capacity.**

Contractor agrees to simultaneously report such information via Form B to the Department of Civil Service, the Office of the State Comptroller, and the Office of General Services as designated below:

NYS Department of Civil Service
Alfred E. Smith Office Building OR VIA EMAIL: SubmitformB@cs.ny.gov
Albany, New York 12239
Attn: Executive Office

NYS Office of the State Comptroller
Bureau of Contracts
110 State St, 11th Floor OR VIA EMAIL: CDMOST@osc.ny.gov
Albany, New York 12236
Attn: Consultant Reporting

NYS Office of General Services
Financial Administration
32nd Floor – Corning Tower OR VIA EMAIL: ogs.sm.agencyprocurementoffice@ogs.ny.gov
Empire State Plaza
Albany, New York 12242
Attn: Agency Procurement Office

Contractor is advised herein and understands that this information is available for public inspection and copying pursuant to §87 of the New York State Public Officers Law (Freedom of Information Law). In the event individual employee names or social security numbers are set forth on a document, the state agency making such disclosure is obligated to redact both the name and social security number prior to disclosure.

5.18 Information Security Breach

In accordance with the Information and Security Breach Notification Act (ISBNA) (Chapter 442 of the Laws of 2005, as amended by Chapter 491 of the Laws of 2005), a Contractor with OGS shall be responsible for all applicable provisions of the ISBNA and the following terms herein with respect to any private information (as defined in the ISBNA) received by or on behalf of OGS under this Contract.

- A. Contractor shall supply OGS with a copy of its notification policy, which shall be modified to be in compliance with this provision, as well as OGS’s notification policy.
- B. Contractor must encrypt any database fields and backup tapes that contain private data elements, as set forth in the ISBNA.
- C. Contractor must ensure that private data elements are encrypted in transit to / from their systems.
- D. In general, Contractor must ensure that private data elements are not displayed to users on computer screens or in printed reports; however, specific users who are authorized to view the private data elements and who have been properly authenticated may view/receive such data.

- E. Contractor must monitor for breaches of security to any of its systems that store or process private data owned by OGS.
- F. Contractor shall take all steps as set forth in ISBNA to ensure private information shall not be released without authorization from OGS.
- G. In the event a security breach occurs as defined by ISBNA Contractor shall immediately notify OGS and commence an investigation in cooperation with OGS to determine the scope of the breach.
- H. Contractor shall also take immediate and necessary steps needed to restore the information security system to prevent further breaches.
- I. Contractor shall immediately notify OGS following the discovery that OGS's system security has been breached.
- J. Unless the Contractor is otherwise instructed, Contractor is to first seek consultation and receive authorization from OGS prior to notifying the individuals whose personal identity information was compromised by the breach of security, the New York State Chief Information Security Office, the Department of State Division of Consumer Protection, the Attorney General's Office or any consuming reporting agencies of a breach of the information security system or concerning any determination to delay notification for law enforcement investigations.
- K. Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.
- L. This policy and procedure shall not impair the ability of the Attorney General to bring an action against the Contractor to enforce all provisions of the ISBNA or limit the Contractor's liability for any violations of the ISBNA.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) 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 \$25,000, 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, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

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, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

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

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

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

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

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

RFQ Appendix B

Required Forms

RFQ #3122

Required Forms – Table of Contents

The following required forms are to be submitted with the proposer's proposal. The forms include:

- Contractor Information Page
- Corporate Acknowledgement (must be notarized)
- Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j (3) and §139-j (6) (b)
- Offerer Disclosure of Prior Non-Responsibility Determinations
- Offerer's Certification of Compliance with State Finance Law §139-k(5)
- Offerer's Certification of Compliance with State Finance Law §139-m
- NYS Required Certifications
 - Nondiscrimination In Employment In Northern Ireland Macbride Fair Employment Principles
 - Non-Collusive Bidding Certification
 - Diesel Emission Reduction Act
 - Executive Order No 177 Certification
 - State Finance Law § 139-l Certification
 - Small Business Certification
- Certification Under Executive Order No. 16- Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia
- ST-220 -TD Taxation & Finance Contractor Certification
(Submitted directly to Taxation & Finance)
- ST-220 -CA Taxation and Finance Covered Agency Certification
- EEO 100- Equal Employment Opportunity Staffing Plan
- Contract Consultant Forms A and B

Contractor Information

Solicitation Number

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

Authorized Signature		Date	
Print Name		Title	
Company Name			
Federal ID Number		NYS Vendor ID Number	
Address			
City	State	Zip	County
Telephone Number	Ext	Toll Free Telephone	Ext
Fax Number		Toll Free Fax Number	
Email of Designated Contact			

Please identify if any of the following apply:

New York State Small Business as defined in Executive Law Section 310(20) and as detailed in the "New York State Required Certifications" included in Appendix B herein.	Yes	No
New York State Certified Minority Owned Business	Yes	No
New York State Certified Woman Owned Business	Yes	No
New York State Certified Service-Disabled Veteran-Owned Business	Yes	No
Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State?	Yes	No
Will New York State Businesses be used in the performance of this contract?	Yes	No
If yes, identify New York State Business(es) that will be used; (Attach identifying information).		
Does your proposal meet all the requirements of this solicitation?	Yes	No

<p>Is your firm making a claim that any portions of its bid should be exempt from release under the Freedom of Information Law, as they constitute trade secrets, or information the disclosure of which would cause a substantial injury to your firm's competitive position? (Please review the clause entitled "Freedom of Information Law / Trade Secrets" of this Solicitation before answering).</p>	<p>Yes</p>	<p>No</p>
<p>If "Yes", please identify the specific portions of your bid for which you are claiming this exemption, and the reasons for such claimed exemption. Attach additional sheets, if necessary</p>		

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

New York State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b).			
Authorized Signature		Date	
Print Name		Title	
Company Name			
Address			
City	State	Zip	

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

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

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract			
Address			
City	State	Zip	
Person Submitting this Form	Title	Date	Contract Procurement Number

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	Yes
<i>If yes, please answer questions 2-4 before proceeding to question 5. If no, please go to question 5.</i>		
2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j	No	Yes
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?	No	Yes
4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.		
Governmental Entity	Date of Finding of Non-responsibility	
Basis of Finding of Non-Responsibility (Add additional pages as necessary)		
5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?	No	Yes
6. If yes, please provide details below.		
Governmental Entity	Date of Termination or Withholding of Contract	
Basis of Termination or Withholding (Add additional pages as necessary)		

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

By: _____ Date: _____
Signature

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

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

Offerer Certification:			
<i>I certify that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.</i>			
Authorized Signature		Date	
Print Name		Title	
Company Name			
Address			
City	State	Zip	

Procurement Lobbying Termination

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

Gender-Based Violence and the Workplace Certification

New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the following minimum requirements:

- **Share Information:** Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.
- **Refer Employee-Survivors to Services:** The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.
- **Prohibit Retaliation:** The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.
- **Comply with Laws:** Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.
- **Offer Implementation Support:** OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

Organization's signature below certifies its compliance with State Finance Law §139-M.

Organization: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

If the organization cannot make the above certification, they must provide an attached statement with their bid detailing the reasons therefor.

NYS REQUIRED CERTIFICATIONS

Nondiscrimination In Employment In Northern Ireland Macbride Fair Employment Principles

In accordance with Section 165 of the State Finance Law, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either (answer yes or no to one or both of the following, as applicable):

- | | | | |
|--|----|-----|---------------|
| 1. have business operations in Northern Ireland | No | Yes | |
| | | | , and if yes: |
| 2. shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles. | | | |
| | No | Yes | |

Non-Collusive Bidding Certification

In accordance with Section 139-d of the State Finance Law, by submitting its bid each bidder and each person signing on behalf of any other 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 his or her knowledge and belief:

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

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

Diesel Emission Reduction Act

Pursuant to N.Y. Environmental Conservation Law § 19-0323 (the "Law") it is 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. 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.

The Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations

set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy duty vehicles, as defined in the Law, to be used under this contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

Executive Order No. 177 Certification

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

State Finance Law § 139-I Certification

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

If the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification.

Small Business Certifications

State Finance Law § 163(1)(j) (Authorizes Award of Quantitative Factor Credit for Small Business Status in Evaluation for Best Value Contracts)

For purposes of New York State Finance Law § 163(1)(j), the contractor certifies that it:

IS NOT a Small Business as defined in New York State Executive Law § 310(20).

IS a Small Business as defined in New York State Executive Law § 310(20).

"Small Business" is defined under New York State Executive Law § 310(20) as a business that:

- A. has a significant business presence in New York demonstrated through one of the following:
 - 1. pays taxes in New York State, or
 - 2. purchases New York State products or materials, or
 - 3. has any payroll in New York State
- B. is independently owned and operated;
- C. is not dominant in its field; and,
- D. employs less than 300 persons.

State Finance Law § 163(6) (Authorizes Discretionary Purchases of Commodities or Services from Small Business Concerns)

For purposes of New York State Finance Law § 163(6), the contractor certifies that it:

IS NOT a Small Business Concern or Small Business as defined in New York State Finance Law § 160(8).

IS a Small Business Concern or Small Business as defined in New York State Finance Law § 160(8).

"Small Business Concern" or "Small Business" is defined under New York State Finance Law § 160(8) as a business that:

- A. is resident in New York State;
- B. is independently owned and operated;
- C. is not dominant in its field; and
- D. employs 100 or less persons.

By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Certifications document and that all information provided is complete, true and accurate.

Authorized Signature		Date	
Print Name		Title	
Company Name			
D/B/A – Doing Business As (if applicable)			
Address			
City	State	Zip	

Certification Under Executive Order No. 16- Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Authorized Signature		Date	
Print Name		Title	
Company Name			
Address			
City	State	Zip	

NYS Department of Taxation and Finance - FORMS

CONTRACTOR CERTIFICATION (ST-220-TD 12/11)
CONTRACTOR CERTIFICATION TO COVERED AGENCY
(ST-220-CA 12/11)



Contractor Certification

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

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)		City	State	ZIP code
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)		Contractor's telephone number ()	
Covered agency or state agency	Contract number or description		Covered agency telephone number ()	
Covered agency address	City	State	ZIP code	
Is the estimated contract value over the full term of the contract (but not including renewals) more than \$100,000?				
Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown at this time <input type="checkbox"/>				

General information

Tax Law section 5-a, 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 Form ST-220-CA, *Contractor Certification to Covered Agency*, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

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

For more detailed information regarding this form and Tax Law section 5-a, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*. See *Need help?* for more information on how to obtain this publication.

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


Mail completed form to:

**NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227-0826**

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?


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

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

Telephone assistance

Sales Tax Information Center: (518) 485-2889
To order forms and publications: (518) 457-5431

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

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

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

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

Section 1 – Contractor registration status

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ___ day of _____ in the year 20___, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _ he maintains an office at: _____

Town of _____,

County of _____,

State of _____; and further that:

(Mark an X in the appropriate box and complete the accompanying statement.)

[] (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

[] (If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

[] (If a partnership): _he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

[] (If a limited liability company): _he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No. _____



Contractor Certification to Covered Agency

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

ST-220-CA

(12/11)

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

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

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

(name)

(title)

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

(Mark an X in only one box)

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

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

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

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

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

When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ___ day of _____ in the year 20___, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that ___ he maintains an office at: _____

Town of _____,

County of _____,

State of _____; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

- (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.
(If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
(If a partnership): _he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
(If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

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

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

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

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

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

Need help?

Visit our Web site at www.tax.ny.gov
• get information and manage your taxes online
• check for new online services and features

Telephone assistance

Sales Tax Information Center: (518) 485-2889
To order forms and publications: (518) 457-5431

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

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



EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

General instructions: Contact the Designated Contact(s) for the solicitation if you have any questions. **All Offerors** must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's total work force, the Offeror shall complete this form for the contractor's total work force. Subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor must complete this form upon request of OGS.

Instructions for completing:

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

RACE/ETHNIC IDENTIFICATION

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

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

BLACK - A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.

HISPANIC - A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

ASIAN & PACIFIC ISLANDER - A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

AMERICAN INDIAN OR ALASKAN NATIVE (Not of Hispanic Origin) - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.



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

Solicitation No.:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Report includes Contractor's <input type="checkbox"/> Contractor's work force to be utilized on this contract <input type="checkbox"/> Contractor's total work force <input type="checkbox"/> Subcontractor's work force to be utilized on this contract <input type="checkbox"/> Subcontractor's total work force
Contractor/Subcontractor's Name:		
Contractor/Subcontractor's Address:		
FEIN:		

Enter the total number of employees for each classification:

EEO Job Category	Total Work Force	Work force by Gender		Work force by Race/Ethnic Identification													
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		American Indian or Alaskan Native (M) (F)		Veteran (M) (F)			
Executive/Senior level Officials & Managers																	
First/Mid-level officials & Managers																	
Professionals																	
Technicians																	
Sales Workers																	
Administrative Support Workers																	
Craft Workers																	
Operatives																	
Laborers and Helpers																	
Service Workers																	
Totals																	

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

NAME AND TITLE OF PREPARER (Print or Type):

Employee Information To Be Reported By Certain Consultant Contractors

Instructions for Completing Form A and B

Form A and Form B should be completed for contracts for consulting services in accordance with the following

Form A - Contractor's Planned Employment (to be completed and submitted with bid/quote)

- **Employment Category:** enter the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the planned employees to provide services under the contract.

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

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

Form B – Contractor's Annual Employment Report. (to be completed by May 1st of each year for each consultant contract in effect at any time between the preceding April 1st through March 31st fiscal year and submitted to the Department of Civil Service, Office of the State Comptroller and Office of General Services)

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

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

- **Number of Employees:** enter 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:** enter the total number of hours worked during the report period by the employees in the employment category.
- **Amount Payable under the Contract:** enter the total amount paid 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.

RFQ Appendix C

Sample Contract

RFQ #3122

SAMPLE

**STATE OF NEW YORK
OFFICE OF GENERAL SERVICES**

**AGREEMENT FOR
PROCUREMENT ASSISTANCE SUPPORT SERVICES**

WITH

(CONTRACTOR)

CONTRACT #OGS01-C00XXXX-1140000

THIS AGREEMENT, made this ____ day of _____, 2026 by and between the People of the State of New York, acting by and through the Commissioner of General Services, whose office is in the Corning Tower Building, at the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242 (hereinafter "Commissioner", "OGS" or "State"), and (Company Name), (hereinafter "Contractor"), with an office at _____.

WITNESSETH:

WHEREAS, the OGS is responsible for procurement assistance support services and in fulfilling its responsibility deems it necessary to obtain procurement assistance support services therefore, and

WHEREAS, OGS has determined after having solicited quotes from vendors willing to supply these services, that the Contractor submitted the quote affording the State the best value for such services and that the Contractor possesses the necessary capacity, experience and expertise for provision of procurement assistance support services, and that Contractor is ready, willing and able to perform such services on the terms hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. CONSIDERATION

OGS shall pay the Contractor for all procurement assistance support service fees and other fees and expenses in accordance with the amounts and rates put forth in the Contractor's quote attached hereto as Appendix "C", which Appendix C is hereby incorporated by reference and made a part hereof as fully as if set forth as length herein. This contract will be established with a not to exceed value of \$_____. Services performed beyond this amount will not be compensated.

2. TERM

This Agreement shall commence upon OSC approval and will be in effect for one year with an optional renewal, unless sooner terminated as herein specified.

3. SERVICES

The Contractor agrees to perform this Agreement and to furnish the services, labor and materials required in connection therewith in accordance with all the specifications, conditions, covenants and representations contained in the Request for Quotes No. 3122 which is annexed as Appendix "B" hereto, and the Contractor's quote, annexed as Appendix "C" hereto, except as such Appendices B and C have been revised by the terms hereof. Appendix B is hereby incorporated by reference and made a part hereof with the same force and effect as if set forth at length herein.

4. TERMINATION

This Agreement may be terminated in accordance with the termination provisions set forth in the solicitation attached hereto as Appendix B hereof.

5. RECORDS

The Contractor will maintain accurate records and accounts of services performed and monies expended under this Agreement. Such records will be maintained for six years following the close of the State fiscal year to which they pertain and will be made available to representatives of OGS or the New York State Comptroller, as may be necessary for auditing purposes, upon request.

6. TAXES

The Contractor will be responsible for all applicable Federal, State and Local taxes and all FICA contributions.

7. INDEPENDENT CONTRACTOR

It is understood and agreed that the legal status of the Contractor, its subcontractors, agents, officers and employees is that of an independent contractor and in no manner shall they be deemed employees or agents of the State of New York and, therefore, are not entitled to any of the benefits associated with such employment or designation.

8. APPENDIX A

Appendix A, Standard Clauses for New York State Contracts, attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein.

9. ASSIGNMENT

Contractor agrees that it will not assign this Agreement, or any interest therein without the prior written consent of the Commissioner of General Services.

10. LAW

This Agreement shall be governed by the laws of the State of New York.

11. CONDITIONS PRECEDENT

This Agreement shall not be deemed executed, valid or binding unless and until approved in writing by the New York State Attorney General and the New York State Office of the State Comptroller.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto.

13. EXECUTORY CLAUSE

This Agreement shall be deemed executory only to the extent of money available to the State for performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for purposes thereof.

14. INDEMNIFICATION

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of this Agreement and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this Agreement and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of this Agreement, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, subcontractors or employees, or the failure by the Contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third Parties arising out of or resulting from this Agreement. Such indemnity shall not be limited to the insurance coverage herein prescribed (see Appendix D – Insurance).

15. LIMITATION OF LIABILITY

Except as otherwise set forth in the Indemnification clause, the limit of liability shall be as follows:

- A. Contractor's liability for any claim, loss or liability arising out of, or connected with the Services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Services forming the basis of OGS' claim or (ii) five hundred thousand dollars (\$500,000), whichever is greater.
- B. The OGS may retain such monies from any amount due to Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against OGS unless Contractor at the time of the presentation of claim shall demonstrate to OGS' satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.
- C. Notwithstanding the above, neither the Contractor nor OGS shall be liable for any consequential, indirect or special damages of any kind which may result directly or

indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by OGS, the Contractor, or by others.

Notwithstanding the foregoing, Contractor remains liable, without monetary limitation, for direct damages for personal injury, death or damage to real property or tangible personal property or intellectual property attributable to the negligence or other tort of Contractor, its officers, employees or agents.

16. INCONSISTENCIES

In the event of any discrepancy, disagreement or ambiguity between this contract agreement and Appendix B "Solicitation" and/or Appendix C "Contractor's Quote", or between any Appendices, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

1. Appendix A
2. This Contract Agreement
3. Appendix B – Solicitation #3122 including Addenda
4. TX Share Public Sector Procurement Consulting Services RFP #2021-083 Master Agreement
5. Appendix C – Contractor's Quote

The parties understand and agree that any and all deviations or exceptions taken by Contractor to the State's Request for Quote are hereby withdrawn except only to the extent that such exceptions or deviations have been explicitly incorporated into this contract agreement.

17. FORCE MAJEURE

Neither party hereto will be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

18. ASSIGNMENT BY STATE

The State agrees not to assign this Agreement without prior notice to and reasonable consent of the Contractor provided, however, that this Agreement may be assigned without such consent to another agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the pertinent functions of OGS as an agency are transferred to a successor agency or subdivision of the State.

19. NOTICES

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Agreement shall be in writing and shall be validly given when mailed by registered or certified mail, overnight carrier or hand delivered, (i) if to the State,

addressed to the State at its address set forth above, and (ii) if to Contractor, addressed to Contractor at its address set forth above. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Agreement by giving 15 days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purposes of this Agreement.

20. CAPTIONS

The captions contained in this Agreement are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

21. SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this Agreement, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Agreement.

22. INFORMATION SECURITY BREACH

In accordance with the Information and Security Breach Notification Act (ISBNA) (Chapter 442 of the Laws of 2005, as amended by Chapter 491 of the Laws of 2005), a Contractor with OGS shall be responsible for all applicable provisions of the ISBNA and the following terms herein with respect to any private information (as defined in the ISBNA) received by or on behalf of OGS under this Agreement.

- Contractor shall supply OGS with a copy of its notification policy, which shall be modified to be in compliance with this provision, as well as OGS's notification policy.
- Contractor must encrypt any database fields and backup tapes that contain private data elements, as set forth in the ISBNA.
- Contractor must ensure that private data elements are encrypted in transit to / from their systems.
- In general, contractor must ensure that private data elements are not displayed to users on computer screens or in printed reports; however, specific users who are authorized to view the private data elements and who have been properly authenticated may view/receive such data.
- Contractor must monitor for breaches of security to any of its systems that store or process private data owned by OGS.
- Contractor shall take all steps as set forth in ISBNA to ensure private information shall not be released without authorization from OGS.
- In the event a security breach occurs as defined by ISBNA Contractor shall immediately notify OGS and commence an investigation in cooperation with OGS to determine the scope of the breach.

- Contractor shall also take immediate and necessary steps needed to restore the information security system to prevent further breaches.
- Contractor shall immediately notify OGS following the discovery that OGS's system security has been breached.
- Unless the Contractor is otherwise instructed, Contractor is to first seek consultation and receive authorization from OGS prior to notifying the individuals whose personal identity information was compromised by the breach of security, the New York State Chief Information Security Office, the Department of State Division of Consumer Protection, the Attorney General's Office or any consuming reporting agencies of a breach of the information security system or concerning any determination to delay notification for law enforcement investigations.
- Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.
- This policy and procedure shall not impair the ability of the Attorney General to bring an action against the Contractor to enforce all provisions of the ISBNA or limit the Contractor's liability for any violations of the ISBNA.

23. CONTRACTOR RESPONSIBILITY

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

Sample Contract

Appendix A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

[Text not included at this time because it is included elsewhere in the solicitation. Will be added when contract is finalized]

Sample Contract

Appendix B

Request for Quote

SAMPLE

**TX Share Public Sector Procurement
Consulting Services RFP #2021-083
Master Agreement**

SAMPLE

Sample Contract

Appendix C

Contractor's Quote

SAMPLE

**ATTACHMENT 1
QUOTE PROPOSAL FORM
RFQ #3122**

Contractor: _____

The Contractor listed above agrees to provide all services in accordance with the specifications in this RFQ for the price quoted below.

Proposers are not to change, delete, or make any additions to this form, and are to supply only the quote information that is required. All prices quoted shall be inclusive of all customs, duties, and charges, including but not limited to, insurance, administrative, profit and ancillary costs. The quote amount is not a guarantee of payment. Refer to RFQ Section 4.4 – Price for details.

*Note: The Not-To-Exceed Number of Hours are for quote purposes only. The Contractor shall be paid only for actual services rendered; however, the Contractor shall not be paid for services provided beyond the not-to-exceed number of hours proposed.

Project Manager/Phase	Not-To-Exceed Hourly Rate		Not-To-Exceed Number of Hours*	Total
Project Manager	\$ _____	X	_____	\$ _____
Phase 1: Onboarding Project Staff	\$ _____	X	10	\$ _____
Phase 2: Solicitation Updates	\$ _____	X	_____	\$ _____
Phase 3: Evaluation of Proposals	\$ _____	X	_____	\$ _____
Phase 4: Evaluation of Vendor Responsibility, Insurance, MWBE & SDVOB Requirements	\$ _____	X	_____	\$ _____
Phase 5: Tentative Award/Non-Award Recommendations	\$ _____	X	_____	\$ _____
Phase 6: Obtaining AG Approval	\$ _____	X	_____	\$ _____
Phase 7: Obtaining OSC Approval	\$ _____	X	_____	\$ _____
Grand Total				\$ _____

Early payment discount offered: _____% / _____ days after receipt of proper invoice.

Print Name

Signature

Date