Office of Alcoholism and Substance Abuse Services

Invitation for Bid
(IFB) # 16109
Acupuncture Services and the Supervising of Acupuncture Services for J.L. Norris Addiction Treatment Center

February 28, 2017
Invitation for Bid
Acupuncture Services and the Supervising of Acupuncture Services for J. L. Norris Addiction Treatment Center

OASAS Project No. 16109Norris-Acupuncture

New York State Office of Alcoholism and Substance Abuse Services
Bureau of Addiction Treatment Center

Expected Timetable for Key Events:

Release Date: ................................................................................................................ February 28, 2017
Closing Date for Submission of Contractor’s Questions............. 5:00 PM EST on March 14, 2017
Answers to Contractor’s Questions on or about.......................................................... March 21, 2017
Closing Date for Receipt of Contractor’s Proposals ...................... 5:00 PM EST on April 4, 2017
Anticipated Evaluation and Selection................................................................. April 7, 20107
Contract Term Begins................................................................................................. June 1, 2017

All Inquiries to:

procurements@oasas.ny.gov
Subject: OASAS Project No. 16109Norris-Acupuncture

Submission of Bid to:

OASAS Project No. 16109Norris-Acupuncture
Bureau of Fiscal Administration
New York State Office of Alcoholism and Substance Abuse Services
1450 Western Avenue, 5th floor
Albany NY 12203

Please be aware that any expenses your firm incurs in the preparation and submission of the proposal(s) will not be reimbursed by the State. Your firm’s continued interest in providing service to the State of New York is appreciated.
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Section 6 Termination

6.1 Termination

Appendices

Appendix A – Standard Clauses for All Contracts with New York State

Appendix B – Cost Proposal

Appendix E – Health Insurance Portability and Accountability Act Business Associate Agreement

   **Informational Only.**

Appendix H – Consultant Disclosure

Appendix L – Procurement Lobbying Restrictions:
   - Offerer’s Affirmation of Understanding of and Agreement Pursuant to State Finance Law §139-j (3) and §139-j (6) (b)
   - Offerer Disclosure of Prior Non-Responsibility Determination
   - Offerer’s Certification of Compliance with State Finance Law §139-k (5)

Appendix T – New York State Department of Taxation and Finance Contractor Certification (Pursuant to Section 5-a of the Tax Law)

Appendix U – Minority and Women Owned Business Enterprises Forms
   - Form #4 – Staffing Plan
   - Form #5 – Quarterly EEO Compliance Report
   - Form #6 – EEO Policy Statement

Attachments

Attachment 1 – References

Attachment 2 – Contractor Information

Attachment 3 – MacBride Fair Employment Principles

Attachment 4 – Non-Collusive Bidding Certification

Attachment 5 – Encouraging Use of NYS Businesses
Checklist of Submission Requirements

[ ] One (1) original and one (1) copy of a Cover Letter

[ ] Packaged separate from the Cost proposal, and sealed.

[ ] Outside of package identified with the Office of Alcoholism and Substance Abuse Services' name, the phrase “Cover Letter - OASAS Project No. 16109Norris Acupuncture” and “Submitted by (Bidder’s Name)”.

[ ] Cover Letter on company letterhead with an original signature of the individual who is authorized to contractually bind the Bidder.

Cover Letter contains:

[ ] The Bidder’s name, address, and current email address;

[ ] A Statement that the Bid shall be a firm and irrevocable I offer for 180 days after submission deadline;

[ ] Written confirmation that the Bidder has the capability to and will abide by the Specifications/Scope of Work described in Section 3, and

[ ] A statement expressing that, if awarded the contract, the Bidder shall comply with all of the requirements set forth in this IFB, including the contract terms and conditions contained in this IFB.

The following is attached to the Cover Letter:

[ ] Copy of the appropriate professional license, certification or other credential;

[ ] Completed APPENDIX L (Procurement Lobbying Restrictions);

[ ] Completed APPENDIX U – (Minority and Women-Owned Business Enterprises) – Form #4 and Form #6, and

[ ] Completed ATTACHMENTS 1, 2, 3 and 4 (References, Contractor Information, MacBride Fair Employment Principles and Non-Collusive Bidding Certification).

[ ] One (1) original and one (1) copy of Appendix B - Cost Proposal

[ ] Packaged separate from the Cover Letter, and sealed.

[ ] Outside of package identified with the Office of Alcoholism and Substance Abuse Services' name, the phrase “Cost Proposal - OASAS Project No. 16109Norris Acupuncture” and “Submitted by (Bidder’s Name)". 
1.1 Purpose. The New York State Office of Alcoholism and Substance Abuse Services (OASAS) is issuing this Invitation for Bid (IFB) for Acupuncture Services and Supervisory Acupuncture Services at our J. L. Norris Addiction Treatment Center.

1.2 General Overview. The John L. Norris ATC has been serving New York State for more than 35 years and is operated by the New York State Office of Alcoholism and Substance Abuse Services. The ATC operates a 44-bed, inpatient, addiction treatment program 24 hours a day, every day of the year serving people affected by substance use disorders. It has specially trained staff and programs to help deaf and hard of hearing people with alcohol and/or drug problems. J. L. Norris ATC serves Western New York with a five (5) county service area: Genesee, Livingston, Monroe, Orleans, and Wyoming.

1.3 Description of Services. ATC currently offers acupuncture as an adjunct modality in treatment in accordance with OASAS Regulation 830. The Successful Bidder would be required to supervise approximately seven Acupuncture Detoxification Specialists and treat clients. Article 160 §8211 of the Education Law states: Profession of acupuncture is the treating, by means of mechanical, thermal or electrical stimulation effected by the insertion of needles or by the application of heat, pressure or electrical stimulation at a point or combination of points on the surface of the body predetermined on the basis of the theory of the physiological interrelationship of body organs with an associated point or combination of points for diseases, disorders and dysfunctions of the body for the purpose of achieving a therapeutic or prophylactic effect.

1.4 Location of ATC.
J. L. Norris Addiction Treatment Center
Rochester Psychiatric Center
1111 Elmwood Avenue
Rochester NY 14620-3005

1.5 Designated Contact.
1.5.1 OASAS has designated a Contact Agent who shall be the exclusive OASAS contact from the time of issuance of the IFB until the issuance of the Notice of Award (restricted time period). Bidders may not communicate with any other personnel of OASAS regarding this IFB during the restricted time period. The designated contact agent is:

Karen C. Stackrow
New York State Office of Alcoholism and Substance Abuse Services
procurements@oasas.ny.gov

1.5.2 The following are permissible contacts by a Bidder:

1.5.2.1 The submission of written proposals in response to this IFB.
1.5.2.2 The submission of written questions prior to 5 PM EST on March 14, 2017.
1.5.2.3 Complaints filed by a Bidder stating that the Designated Contact has failed to respond in a timely manner.
1.5.2.4 Negotiations after the proposal due date between the successful Bidder and OASAS for the purpose of generating a contract or purchase order.
1.5.2.5 Contacts by Bidders after the proposal due date to request the review of a contract award.
1.5.2.6 determination, or in a subsequent judicial proceeding; or complaints of alleged improper conduct in a procurement to the Attorney General, Inspector General, District Attorney or court of competent jurisdiction; or written protests, appeals or complaints to the State Comptroller’s Office during the contract approval process, and where such communications and responses thereto are made in writing and shall be entered in the procurement record; or complaints of alleged improper conduct in this procurement conducted by a municipal agency or local
1.6 Qualification for Acupuncture Services.

1.6.1 Licensing Requirements. A licensed acupuncturist has completed a three-year professional training program in acupuncture after a minimum of two years of college education. This three-year program includes both theory and hands-on clinical practice. In addition, a licensed acupuncturist must pass a State-approved licensing examination before becoming licensed.

The Successful Bidder has the responsibility to ensure that any employee utilized under this contract or an Individual must be an Acupuncturist licensed by the State of New York pursuant to Section 8214 or 8216 of the Education Law and comply with all terms of Section 830 of the New York State Rules, State Education Law Section 830.

The Bidder shall provide with this Bid a copy of the appropriate professional license, certification or other credential.

1.6.2 Education. The Successful Bidder has completed at least 60 semester hours at an accredited college or university. Satisfactory completion of an approved professional acupuncture program registered by the New York State Education Department as licensure qualifying or accredited by the Accreditation Commission for Acupuncture and Oriental Medicine (ACAOM) or another accrediting agency accepted by the Department as a reliable authority.

1.6.3 Experience. The Bidder shall have at least two (2) years’ experience in providing Acupuncture and Supervisory Acupuncture Services in healthcare, mental health, or chemical dependence treatment setting.

1.7 Questions. All questions concerning the bid must be submitted by Email to procurements@oasas.ny.gov with a subject line of OASAS Project No. 16109Norris-Acupuncture. To the extent possible, all questions should cite the IFB section and paragraph number to which they refer. Written questions will be accepted until 5:00 p.m. EST, March 14, 2017.

The questions and answers to all questions will become part of this IFB and any contract. With the exception of questions concerning procedural bid formatting or submission instructions, OASAS will not respond to questions on an individual basis. All questions and answers shall be provided to all Bidders on or about March 21, 2017.

1.8 Bid Submission Content. To be eligible, Bidders are required to submit a complete Bid response in conformance with the format and content requirements set forth herein. All Bids and accompanying documentation will become the property of the State of New York.

Bidders are strongly encouraged to use the Checklist of Submission Requirement, page 4 of this IFB.

1.8.1 A cover letter on company letterhead with an original signature is an integral part of the bid package. The cover letter shall be signed by the individual who is authorized to contractually bind the Bidder. The following information must be included in the cover letter submission:

1.8.1.1 The Bidder’s name, address, and current email address.

1.8.1.2 A statement that the Bid shall be a firm and irrevocable offer for 180 days after the submission deadline.

1.8.1.3 Written confirmation that the Bidder has the capability to and will abide by the Specifications/Scope of Work described in Section 3.

1.8.1.4 A statement expressing that, if awarded the contract, the Bidder shall comply with all the requirements set forth in this IFB, including the contract terms and conditions contained in this IFB.
1.8.1.5 The following shall be completed and attached to the cover letter:
   a. Copy of the appropriate professional license, certification or other credential.
   b. Appendix L – Procurement Lobbying Restrictions;
   c. Appendix U – Minority and Women-owned Business Enterprises Form #4 and Form #6;
   d. Attachment 1 – References;
   e. Attachment 2 – Contractor Information;
   f. Attachment 3 – MacBride Fair Employment Principles, and
   g. Attachment 4 – Non-Collusive Bidding Certification.

1.8.1.6 The following may be attached to the cover letter or submitted during contract negotiations:
   a. Appendix H – Consultant Disclosure Legislation – Form A;
   b. Appendix T – New York State Department of Taxation and Finance Contractor Certification (ST-220A), and
   c. Attachment 5 – Encouraging Use of NYS Businesses.

1.8.2 Appendix B – Cost Proposal shall be submitted separate from the cover letter.

1.9 Instructions for Submission of Bid.

1.9.1 Each Bidder must submit one (1) original and one (1) copy of the Cover Letter (paper copy) in addition to the documentation listed in Section 1.8.1.5. (above). The original Cover Letter should be clearly marked “Original”. Submit the original and copy in a sealed package separate from the Cost Proposal. Clearly mark the outside of your sealed package “Cover Letter - OASAS Project No. 16109Norris-Acupuncture submitted by (Bidder’s name).”

1.9.2 Each Bidder must submit one (1) original and one (1) copy of the Cost Proposal (paper copy). The original proposal should be clearly marked “Original”. An official authorized to bind the prospective Bidder shall sign the Cost Proposal. Submit the original and copy in a sealed package separate from the Cover Letter. Clearly mark the outside of your sealed package “Cost Proposal - OASAS Project No. 16109Norris-Acupuncture submitted by (Bidder’s name).”

1.9.3 Submission of proposals in a manner other than as described in these instructions (e.g., facsimile, Email or other transmission) will not be accepted.

1.9.4 The Cover Letter and Cost Proposal must be submitted in a sealed package before 5:00 PM, EST, on April 4, 2017 to:

   OASAS Project No. 16109Norris-Acupuncture
   Bureau of Fiscal Administration
   New York State Office of Alcoholism and Substance Abuse Services
   1450 Western Avenue, 5th floor
   Albany NY 12203

   Late Bids may not be considered for award.

Section 2 – Administrative Information

2.1 Issuing Office. This IFB is issued by OASAS which is responsible for the requirements specified herein and for evaluating all Bids submitted.

2.2. Method of Award. Award will be made on the basis of “Best Value”. “Best Value” is defined as the basis for awarding this contract for service to the Bidder which optimizes quality, cost and efficiency, among responsive and responsible Bidders. Such basis shall be, wherever possible, quantifiable (State Finance Law §163 (1) (j)). It is the intention of OASAS to award one (1) contract to the Bidder who submits the lowest cost responsive and responsible Bid as represented by Appendix B – Cost Proposal Form for Acupuncture Services and the Supervising of Acupuncture Services.
In the event of a tie, preference will be given to the Bidder with the most experience in providing the services described in this IFB.

To be awarded, the Bidder shall also meet all terms and conditions as set forth in this IFB.

All provisions of this IFB and resulting contract award are contingent upon the availability of New York State funds.

2.3 Notification of Award. The Bidder will be advised of selection by OASAS through the issuance of a Notification of Award Letter. Unsuccessful Bidders will be notified by letter of the non-select/conditional award.

2.4 Negotiations and Approval. During negotiations, OASAS expects to have direct access to the Bidder who has full authority to make commitments. Bidder must include, as part of their bid, any restrictions under which their primary negotiations will operate.

2.5 Full Service Contract. If an award is made pursuant to this IFB, a contract containing terms and conditions will be negotiated with the Bidder based on this IFB and the successful Bid. The Contract will include, but not be limited to: Contract, Standard Clauses for all New York State Contracts, the IFB and any changes or modifications thereto, questions and answers to the IFB and the Bid received appendices and any other attachments. Full service means that the Bidder’s bid price includes all costs of providing Supervisory Acupuncture Services, including but not necessarily limited to: all administrative requirements; travel costs; and additional costs such as background checks.

2.6 Funding. Delay in authorization of funds for the services being solicited herein may result in a change in the effective date of the contract.

2.7 Price. For purposes of this IFB, Bidders shall enter on the Bid Form, the Bidder’s name, hourly rate and grand total. The Bid Form is located on page 34 Appendix B – Cost Proposal Form for Acupuncture Services and the Supervising of Acupuncture Services.

The estimated number of hours that may be required for Acupuncture Services and the Supervising of Acupuncture Services for the ATC is 1,600 over the five year period of the contract.

2.8 Price Adjustment. On each anniversary date of the contract, the Successful Bidder may be granted an increase in price using the Consumer Price Index, Medical Care Services. In order to be considered, this price increase must be requested in a letter from the Successful Bidder ninety (90) days prior to the anniversary date of the contract. The negotiated price adjustment will be effective each anniversary date for the upcoming year. Submission of a request for consideration of a price increase in no way guarantees such price increase. Approval will be at the sole discretion of OASAS and the Office of the State Comptroller.

2.9 Method of Payment. Payments by the State shall be made upon the completion of the services herein provided for to the satisfaction of OASAS. Invoices must include a copy of time sheets signed by an official at the ATC. This documentation shall be submitted for verification, approval and payment.

When possible, a PDF version of invoices should be emailed to AccountsPayable@ogs.ny.gov. The subject line should include the Invoice Number, and OASAS 3670000. (If sent electronically, do not send a paper copy of the invoice as this can cause duplication with may slow down the payment process.)

If submitting a paper copy of an invoice, send it to:

OASAS
OAS01
c/o NYS OGS BSC Accounts Payable
Building 5, 5th Floor
1220 Washington Ave.
Albany, NY 12226-1900
2.10 **Invoice Preparation.** The following information must be included on all invoices. Failure to do so may result in delay of payment and/or non-payment of invoice until such information is provided.

2.10.1 OASAS as customer agency

2.10.2 Invoice number and account number

2.10.3 Invoice Date

2.10.4 Your organization’s SFS Vendor Number

2.10.5 OASAS Unit ID of 3670000

2.10.6 Contract ID Number (i.e.: OAS01-C00XXXX-3670000) associated with the invoice

2.10.7 Line item details that match the corresponding PO item

2.11 **Electronic Payment.** Payment for invoices submitted by the Successful Bidder 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 Successful Bidder shall comply with the State Comptroller’s procedures to authorize electronic payments. Authorization forms are available at the State Comptrollers website at www.osc.state.ny.us/epay/index.htm, by e-mail at epunit@osc.state.ny.us, or by phone at (518) 457-7717. Successful Bidder 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.

Please note that in conjunction with New York State’s implementation of a new Statewide financial system, the Office of the State Comptroller requires all vendors doing business with New York State agencies to complete a substitute W-9 form. Vendors registering for electronic payment can complete the W-9 form when they register. Vendors already registered for electronic payment are requested to go to the above website and complete the Substitute W-9 form and submit following the instructions provided.

2.12 **Successful Bidders Responsibilities.**

2.12.1 The Successful Bidder shall perform his/her responsibilities in accordance with all applicable State statutes and regulations.

2.12.2 All care shall be provided in accordance with Section 830 of the New York State Education Law. All Addiction Treatment Center’s patient information shall be handled in accordance with Federal Confidentiality Regulations 42 CFR Part 2 and all other applicable State and Federal statutes and regulations.

2.12.3 The Successful Bidder shall obtain, maintain and pay for all permits and licenses legally required of any candidate or employee and shall give all notices, pay all fees and comply with all laws, rules and regulations applicable to the work at no additional cost to the State. The Successful Bidder working under this contract must provide copies of all candidates’ licenses prior to beginning work at the facility. Successful Bidder shall ensure that all candidates’ licenses are valid while performing services at the ATC and shall notify OASAS immediately of any action to revoke suspend or otherwise limited the validity of any license held by any candidate performing services at the ATC.

2.12.4 OASAS is required to ensure that all of its business partners protect confidential health information of the patients at the ATC as required by the Federal Health Insurance Portability and Accountability Act (HIPAA). Appendix E – HIPAA Business Associate Agreement is provided as Informational Only and will be completed when a contract is issued.

2.12.5 No illegal drug use of any type or being under the influence of such and no use of alcoholic beverages or being under the influence of such by the Successful Bidder or staff shall be permitted on the premises at any time. The ATC is a tobacco free workplace. The Successful Bidder understands and agrees that
tobacco use of any kind by the Successful Bidder or the Successful Bidder’s staff is prohibited while on the premises.

2.12.6 The Successful Bidder (company or individual) has the responsibility to ensure that any employee utilized under this contract is not an illegal alien and that there is no violation of any immigration laws in his/her temporary employment by the State.

2.12.7 The Successful Bidder agrees that the resulting contract may not be assigned, transferred, or conveyed, without the prior written consent of OASAS.

2.12.8 Quality Control. The Successful Bidder shall describe and document methods and means for ensuring and maintaining quality of services performed/provided under the terms of this contract. Identify methods and means of compliance with applicable governmental, medical or other standards and guidelines established for the contracted service.

2.13 Staffing. The Successful Bidder shall replace any personnel which ATC, in their sole discretion, deem to be unsatisfactory

2.14 Non-responsibility Determinations. By signing this IFB, the Bidder certifies that all information provided as a result of this IFB is complete, accurate and true with regard to prior non-responsibility determinations within the past four years based on (i) impermissible contacts or other violations of SFL §139-j, or (ii) the intentional provision of false or incomplete information to a government entity. In the event it is determined after award that the certification provided was intentionally false or intentionally incomplete the contract may be terminated without notice by OASAS.

2.15 Consultant Disclosure Law (Appendix H). 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. 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), and the Department of Civil Service (CS). These amendments became effective June 19, 2006.

To meet these requirements, the Successful Bidder agrees to complete:

2.15.1 Form A - Contractor’s Planned Employment Form, if required. The State agency using the consultant services is required to submit Form A to the Office of the State Comptroller.

2.15.2 Form B - Contractor’s Annual Employment Report. Form B must be submitted each year the agreement is in effect, to capture the Contractor’s historical information detailing actual employment information for the most recently concluded state fiscal year (April 1 through March 31) and every year thereafter. For each year of the contract, by May 15, the Contractor agrees to report the following information to OASAS. 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 Contractor reports the:

2.15.2.1 Total number of employees employed to provide the consultant services for each employment category.

2.15.2.2 Total number of hours worked by such employees for each employment category.

2.15.2.3 Total compensation paid to all employees that performed consultant services under such Contract for each employment category.*

*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.

Successful Bidder agrees to simultaneously report such information to the Department of Civil Service and the Office of the State Comptroller as designated below:
Successful Bidder 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.


### 2.16 J. L. Norris Addiction Treatment Center/OASAS Responsibilities

#### 2.16.1 The ATC shall maintain the right to interview candidates of the Successful Bidder upon initial arrival at an ATC to determine his/her qualifications. The ATC reserves the right to reject the candidate if the ATC determines that the candidate is not qualified based on the referenced job qualifications or if a selected candidate is deficient in the performance of an assignment.

#### 2.16.2 The ATC may cancel the Contract at its sole discretion, if a candidate is deficient in the performance of an assignment.

#### 2.16.3 The ATC shall maintain the right to review the Successful Bidder resume and license/registration information of the candidate provided by the Successful Bidder to ensure the suitability of a candidate’s qualifications as required in this IFB.

#### 2.16.4 The ATC has the right to reduce the length of the work assignment and the Successful Bidder shall be provided as much notice as is reasonably possible. A minimum of 24 hours’ notice will be given, except when reduction is due directly to acts of God, wars, acts of public enemies, strikes, fire or flood, or similar causes beyond the control of the ATC.

#### 2.16.5 OASAS’ interpretation of specifications contained herein shall be final and binding upon the Successful Bidder.

#### 2.16.6 OASAS shall not be liable for any expenses incurred by the Successful Bidder as a consequence of any traffic infraction or parking violations attributable to employees of the Successful Bidder.

#### 2.16.7 The quality of services shall be subject to inspection by OASAS at any time. Should it be found that quality of services being performed is not satisfactory, and that the requirements of the specifications are not being met, OASAS acting on its own behalf, may terminate the contract, and employ another Bidder to fulfill the requirements of the contract.

#### 2.16.8 Supplies and Materials. The Facility will provide all supplies and materials necessary for the provision of said services.

### 2.17 OASAS Reserves the Right To:

#### 2.17.1 Reject any and all proposals received in response to this procurement.

#### 2.17.2 Withdraw the IFB at any time, at OASAS’ sole discretion.

#### 2.17.3 Make an award under the IFB in whole or in part.

#### 2.17.4 Eliminate any mandatory, non-material specification that cannot be complied with by all of the prospective bidders.

#### 2.17.5 Seek clarifications and revisions of bid.

#### 2.17.6 Disqualify any bidder whose conduct and/or bid fails to conform to the requirements of the IFB.
2.17.7 Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available.

2.17.8 Prior to the bid opening, direct Bidders to submit bid modifications addressing subsequent IFB amendments.

2.17.9 Change any of the scheduled dates.

2.17.10 Negotiate with the selected Bidder within the requirements of this procurement to serve the best interests of the State.

2.17.11 Disqualify the successful Bidder if:

   2.17.11.1 it is found that the certification filed by the successful Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OASAS may exercise its termination right by providing written notification to the successful Bidder in accordance with the written notification terms of this contract.

   2.17.11.2 if it is determined that false or inaccurate information has been submitted by a Bidder with regard to proposed candidates, OASAS may disqualify the successful Bidder and, at OASAS’ sole discretion, award the contract to one of the original Bidders, based on the Bidder’s cost.

   2.17.11.3 if such Bidder, or anyone in the Bidder’s employ, has previously failed to perform satisfactorily in connection with public bidding or contracts

2.17.12 Conduct contract negotiations with the next responsible Bidder, should OASAS be unsuccessful in negotiating with the selected Bidder.

2.17.13 Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer’s proposal and/or to determine an offerer’s compliance with the requirements of the solicitation.

2.17.14 The right to terminate the project at any time, either prior to award or after, based on conditions/ situations such as, but not limited to:

   2.17.14.1 Budgetary constraints;
   2.17.14.2 Additional in-house staffing resources;
   2.17.14.3 Consultant’s failure to provide satisfactory performance as determined by the OASAS;
   2.17.14.4 State Legislated or OASAS Policy constraints;
   2.17.14.5 Insufficient demand; and
   2.17.14.6 Lack of business need.

   In the event of early termination, the Successful Bidder will be paid at the project’s hourly rate for services satisfactorily performed through the termination date.

2.17.15 Accept proposals after the due date for submission for good cause, if in the sole discretion of OASAS, good cause has been established

2.17.16 Terminate the Successful Bidder’s provision of services any time that it determines that the Successful Bidder is unable or incapable of performing the work to OASAS’ satisfaction or that the individuals performing the services does not have the required license/registration issued by the New York State Department of Education.

2.17.17 OASAS reserves the right to reject and bar from the facility, for cause, the Successful Bidder or any staff of the Successful Bidder.

2.17.18 OASAS retains the right to request any additional information pertaining to the Bidder’s ability, qualifications, and procedures used to accomplish all work under this contract as it deems necessary to ensure safe and satisfactory work.
2.18 **Debriefing Information.** Debriefing may be requested by any unsuccessful Bidder, within a ten (10) business days after the date on the letter notifying the unsuccessful Bidder that it was not selected for an award. The debriefing will be limited to only the reasons why the bid was not successful as they apply to the bid of the Bidder receiving the debriefing.

### Section 3 – Specifications/Scope of Work

**3.1 Specifications.** OASAS intends to enter into a five-year contract with one (1) Successful Bidder that can provide Acupuncture Services and Supervising of Acupuncture Services for ATC. The estimated number of hours that will be required for the above services is 1,600 hours over the five-year period.

**3.2 Scope of Work.** The Successful Bidder will provide Acupuncture Services to clients of the ATC and supervise Acupuncture Services to be performed by the ATC Acupuncture Detoxification Specialists who completed Acupuncture Certification Training.

**3.3 Specific Requirements.**

3.3.1 Currently three (3) to five (5) one (1) hour sessions are offered per week.

3.3.2 For the new contract, a minimum of four (4) to a maximum of six (6) hours per week of Acupuncture Services must be provided to ATC clients. Regulations require two (2) hours of acupuncture supervision weekly by a licensed Acupuncturist. The Successful Bidder would be required to supervise approximately seven (7) ATC Acupuncture Detoxification Specialists. This would include supervising all acupuncture sessions across shifts.

3.3.3 The Successful Bidder will work under the supervision of the Facility’s Director or his designee.

3.3.4 The Successful Bidder will document each treatment on forms approved by the Facility.

3.3.5 The ATC reserves the right to select the level of personnel for the task to be performed as well as to stipulate the length of time that such personnel will be retained, provided that the ATC provides the Successful Bidder a reasonable estimate prior to the commencement of work.

3.3.6 The ATC has the right to reduce the length of the work assignment and the Successful Bidder shall be provided as much notice as is reasonably possible. A minimum of 24 hours notice will be given, except when reduction is due directly to acts of God, wars, acts of public enemies, strikes, fire or flood, or similar causes beyond the control of the ATC.

3.3.7 Travel expenses (other than those given prior written approval) shall not be reimbursed.

3.3.8 The hourly rate for the job title will be considered straight time costs for work accomplished during the work hours. The hourly rate will be completed on Appendix B – Cost Proposal Form for Acupuncture Services and the Supervising of Acupuncture Services.

3.3.9 The ATC reserves the right to determine the length of time that personnel will be retained, provided the ATC provides the Successful Bidder a reasonable estimate prior to the commencement of work.

3.3.10 **Scheduling.** The weekly session times are as below. They may be subject to change at the discretion of ATC.

- **3.3.10.1** Monday afternoon 2:45 – 3:45
- **3.3.10.2** Tuesday afternoon 2:45 – 3:45
- **3.3.10.3** Wednesday afternoon 2:45 – 3:45
- **3.3.10.4** Thursday afternoon 2:45 – 3:45

3.3.11 **Infection Control Procedures.** The Successful Bidder must follow the Facility’s Infection Control Procedures, (a copy of the Procedures is available upon request which includes, but is not limited to the following:

- **3.3.11.1** Work area floor and furniture must be clean and dust free prior to beginning work.
- **3.3.11.2** Acupuncture set-ups must be sterilized prior to use.
3.3.11.3 Clean items must be set up in a separate area of the room from used supplies.

3.3.11.4 The procedure must be done according to policy, which includes using correct technique and taking proper care to not contaminate needles.

3.3.11.5 Needles must be disposed of after each use in red sharps container.

3.3.11.6 The Successful Bidder must ensure patients dispose of gauze sponges in the regular waste container.

3.3.11.7 Prior to start of work, the patient’s ear lobes should be free of lesions and both staff and patients should be free of any communicable/contagious diseases.

3.3.12 Inpatient Employee Health Clinic Policy and Procedures. The Successful Bidder providing services on-site must follow the Facility’s Inpatient Employee Health Clinic Policy & Procedure #107 Screening and Immunizations of Non-Employees. All information will be kept confidential. The Successful Bidder is required to comply with Tuberculosis Skin Test (TST). The Successful Bidder will be required to provide documentation of two negative Tuberculin Skin Tests within the last year, or if unable, J. L. Norris ATC will provide the two-step Tuberculin Skin Test; i.e., the individual shall submit to a booster skin test administered one (1) or three (3) weeks after the initial skin test. Individuals with history of a positive Tuberculin Skin Test and negative baseline Chest X-Ray will complete the TB questionnaire with appropriate follow-up for positive signs and symptoms. If Chest X-Ray is unavailable, RPC can provide this service at no charge.

The Facility reserves the right to require the immediate replacement of any workers who do not have the required TST and vaccinations. A copy of the Policy and Procedures is available upon request.

3.3.13 The Successful Bidder shall screen all personnel that will perform services related to this IFB against the HHS-Office of Inspector General’s (HHS-OIG) excluded provider database to ensure that such individuals have not been excluded from participation in federally funded healthcare programs pursuant to Sections 1128 and 1156 of the Social Security Act. See: http://www.oig.hhs.gov/exclusions/index.asp. The Successful Bidder shall screen all personnel that will perform services pursuant to this IFB against the New York State Office of the Medicaid Inspector General’s (OMIG) excluded provider database to ensure that such individuals have not been excluded from participation in the NYS Medicaid program pursuant to the provisions of 18 NYCRR §515.5. See: http://www.omig.ny.gov/data/content/view/72/52/. Such screening shall occur prior to the arrival of any candidate at the ATC and shall occur no less often than quarterly for any candidates working at the ATC and any staff directly involved with services performed under this IFB.

3.3.14 Criminal Background Checks

The following background investigations will be conducted on the Successful Bidder and any staff that will have regular and unsupervised contact with patients at the ATC:

3.3.14.1 A Criminal Background Check that includes State and Federal Criminal History Record Checks. All convictions must be reported; conviction of a felony or misdemeanor, or any falsified or omitted information on the prospective appointee’s employment application may bar appointment or result in removal after appointment. Each case will be determined on its own merit, consistent with the applicable provisions of State and Federal laws, rules, and regulations. Prospective staff with be fingerprinted in order to obtain a record of their criminal history information, and will be required to pay any necessary fees.

3.3.14.2 A screening against the Staff Exclusion List (SEL) of the Justice Center. Prospective staff whose names are indicated on the SEL will be barred from employment.

3.3.14.3 A screening against the Statewide Central Register (SCR) of Child Abuse and Maltreatment. Prospective employees will be required to pay any necessary fees. Prospective staff whose names are indicated on the SCR may be barred from appointment.
3.3.14.4 All fees associated with the background investigation will be incurred by the Successful Bidder/prospective staff.

3.4 **Contract Period.** The contract period will be June 1, 2017 through May 31, 2022.

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**Section 4 – Evaluation of Bids**

4.1 **Missing Forms.** After the bid opening, each bid will be reviewed to ensure all forms are attached to the cover letter as stated in Section 1.8 – Instructions for Bid Submission. If all forms are not attached the bid may not be disqualified due to the absence of these forms. However, at OASAS’ sole discretion, OASAS can request these forms and failure of Bidder to submit such forms within a period requested shall deemed bid as incomplete or non-responsive and shall be removed from further consideration.

4.2 **Cost Evaluation.** A separate analysis will be undertaken for the Cost Component. Costs will be independently evaluated.

4.3 **Final Bid Ranking.** The final bid ranking will be based on the lowest Bid which optimizes quality, cost and efficiency, among responsive and responsible Bidders.

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**Section 5 – Contract Clauses and Requirements**

5.1 **Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women.**

5.1.1 **NEW YORK STATE LAW.** Pursuant to New York State Executive Law Article and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations 15-A, the New York State Office of Alcoholism and Substance Abuse Services (OASAS) recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of OASAS contracts.

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

5.1.2 **Business Participation Opportunities for MWBEs.** For purposes of this solicitation, OASAS hereby establishes an overall goal of 0% for MWBE participation.

5.1.3 **Equal Employment Opportunity Requirements.** By submission of a bid or proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of the State of New York Master Contract for Grants, Section IV.J. - Equal Opportunities for Minorities and Women; Minority
and Women Owned Business Enterprises. The respondent is required to ensure that it and any subcontractors awarded a subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the Work) except where the Work is for the beneficial use of the respondent, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The respondent will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement, Form # 6 (Appendix U), to the OASAS with its bid or proposal.

The respondent is required to submit with the bid or proposal an Equal Opportunity Staffing Plan, Form #4 (Appendix U), identifying the anticipate work force to be utilized on the Contract. If awarded a Contract, respondent shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, Form #5 (Appendix U), in such format as shall be required by the OASAS on a quarterly basis during the term of the contract.

Further, pursuant to Article 15 of the Executive Law (the Human Rights Law), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or Bidder for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of nonresponsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

5.2 Business Participation Opportunities for Service-Disabled Veteran-Owned Business Enterprises Requirements and Procedures

5.2.1 Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. OASAS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OASAS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, OASAS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: [http://ogs.ny.gov/Core/SDVOBA.asp](http://ogs.ny.gov/Core/SDVOBA.asp)
Bidder/Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veteran’s Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

5.3 NYS Vendor Responsibility Questionnaire. The New York State Office of the State Comptroller (OSC) has issued Vendor Responsibility: Standards, Procedures and Documentation Requirements which are intended to provide reasonable assurance that a proposed contractor is a responsible vendor. Consistent with these requirements, a Vendor Responsibility Questionnaire must be completed prior to the execution of a contract.

New York State Agencies are required to undertake an affirmative review of the responsibility of any Contractor to whom they propose to make a contract award. Such review is designed to provide reasonable assurances that the proposed Contractor is responsible. A responsibility determination can and should involve a review of the following four major categories:

5.3.1 legal authority,
5.3.2 integrity,
5.3.3 financial and organizational capacity, and
5.3.4 previous contract performance.

OASAS recommends that bidders file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://osc.state.ny.us/vendrep/documents/system/checklist.pdf or go directly to the VendRep System online at http://portal.osc.state.ny.us.

Bidders must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller’s Help Desk at (866) 370-4672 or (518) 408-4672 or email at ciohelpdesk@osc.state.ny.us.

Bidders opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website at www.osc.state.ny.us/vendrep or via contacting OASAS or the Office of the State Comptroller’s Help Desk for a copy of the paper form.

If paper format is chosen, the printed Vendor Responsibility Questionnaire must be signed and returned with this Bid. The online format may be submitted electronically through the VendRep System. Regardless of which format is chosen, the questionnaire will be used by OASAS to make a responsibility determination for the purposes of this Bid.

The Bidder agrees that if it is found by the State that the Bidder’s responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, OASAS may terminate the Contract. 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.

5.4 Ethics Compliance. All Bidders/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 the Contract, 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.

5.5 Indemnification. The Successful Bidder shall assume all risks of liability for its performance, or that of any of its officers, employees, 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 contract 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 Successful Bidder, its officers, agents, or employees, or the failure by the Successful Bidder, its officers, agents, 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.

5.6 Procurement Lobbying Law.

Pursuant to State Finance Law §§139-j and 139-k, this IFB includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer/Bidder during the procurement process. An Offerer/Bidder is restricted from making contact from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, Office of the State Comptroller 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 in this solicitation. OASAS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period; the Offerer/Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at the following web address: http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html

From the issuing date of this IFB until a determination is made regarding the selection of the Successful Bidder, all Bidders contact with OASAS relative to this procurement must be authorized by OASAS and Bidders may not approach OASAS’ personnel with offers of employment from the issuing date of this IFB until a determination is made regarding the selection of the Successful Bidder unless the intent to offer employment has been approved in advance by OASAS.

5.7 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 IFB. 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 http://www.nystax.gov.
5.8 Contractors Insurance Requirements. The Successful Bidder agrees that, without expense to the State, it will procure and will maintain, until final acceptance by the Agency’s designee of the work covered by this proposal and the contract, insurance of the kinds and in the amount hereinafter provided, with insurance companies authorized to do such business in the State of New York, covering all operations under this proposal and the contract. Before commencing the work, the successful Bidder shall either name the State of New York, its officers and employees as additional insurers or shall make other arrangements suitable to the Agency in lieu of such naming, in form satisfactory to said Agency, showing that it has complied with the requirements of this section, which certificate or certificates shall name the State of New York, its officers and employees as additional insurers and shall state that the policies shall not be changed or canceled until thirty days written notice has been given to said Agency. The kinds of amounts or required insurance are:

5.8.1 A policy covering the obligations of the Successful Bidder in accordance with the provisions of Chapter 41, Laws of 1914 as amended, known as the Worker’s Compensation Law, and the contract shall be void and of no affect unless the Successful Bidder procures such policy and maintains it until acceptance of the work. The successful Bidder will need to supply NYS OASAS with a copy of form C-105.2, Certificate of Workers’ Compensation Insurances, and a copy of form DB-120.1, Disability Benefits Insurance, or a copy of form CE-200, Attestation of Exemption. These forms can be obtained from your insurance carrier. The name and address of NYS OASAS must appear as the entity requesting proof of coverage (listed as the certificate holder) on form C-105.2 and DB-120.1.

5.8.2 Policies and Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified each with limits of liability of not less than $500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in anyone occurrence and subject to that limit for that person, not less than $1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons on anyone accident, and not less than $500,000 for all damages arising out of damage to or destruction of property during any single occurrence and not less than $1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period:

5.8.2.1 Successful Bidder’s Liability Insurance issued to and covering the liability of the Successful Bidder with respect to all work performed by it under this proposal and the contract.

5.8.2.2 Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the Successful Bidder or by its subcontractors, including omissions and supervisory acts of the State.

5.9 Important Notice Regarding NYS Freedom of Information Law (FOIL). The Office of Alcoholism and Substance Abuse Services is required to provide public access to certain documents it maintains. The Freedom of Information Law, however, Section 87.2 (d) of the Public Officers Law, allows exception for trade secret information which, if disclosed, could cause substantial injury to the competitive position of the bidder’s enterprise.

Should a Bidder believe that certain portions of its proposal qualify for trade secret status; the Bidder must submit in writing, accompanying its proposal, explicit justification and cite the specific portions of the proposal for which an exemption is being requested. Bidders requesting an exemption for trade secret status will be notified in writing of the agency’s determination of their request.

Requests for exemptions for entire proposals are not permitted, and may be grounds for considering the submission to be non-responsive to this solicitation and for disqualification of the Contractor.

5.10 Procurement Lobby Law. Pursuant to State Finance Law §§139-j and 139-k, this IFB includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer/Bidder during the procurement process. An Offerer/Bidder is restricted from making contact from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, Office of the State Comptroller to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. OASAS employees are also required to obtain certain
information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period; the Offerer/Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at the following web address: [http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html]

From the issuing date of this IFB until a determination is made regarding the selection of the Successful Bidder, all Bidders contact with OASAS and relative to this procurement must be authorized by OASAS and Bidders may not approach OASAS’ personnel with offers of employment from the issuing date of this IFB until a determination is made regarding the selection of the Successful Bidder unless the intent to offer employment has been approved in advance by OASAS.

5.11 Confidentiality and Nondisclosure. Successful Bidder agrees to abide by all applicable provisions of the New York State Cyber Security Policy ([http://www.cscic.state.ny.us/lib/policies/](http://www.cscic.state.ny.us/lib/policies/)) and OASAS policies and procedures to comply with State and Federal security requirements and confidentiality of information. The Successful Bidder acknowledges that all information and documentation pertaining to OASAS and when applicable, its claimants or its constituents, is confidential to the extent provided by law. The Successful Bidder shall not provide access or divulge to third parties any information or materials acquired during performance of services under this contract unless such information is: a) previously known by Successful Bidder; b) generally available to the public; c) subsequently disclosed to Successful Bidder by a third party who is not under an obligation of confidentiality with the Issuing Entity; or d) independently developed by Successful Bidder. Successful Bidder shall inform its employees of the requirements of this paragraph and shall enforce compliance with these requirements by its employees. The Successful Bidder or subcontractors engaged in a project as a result of this contract may be required to sign a statement of confidentiality prior to each project.

5.12 Non-Collusive Bidding Practices (Attachment 4).

5.12.1 The Bidders shall submit, as part of the bid, a completed copy of the Certificate of Bidding Practices. This will certify that, to the best of the Bidders’ knowledge and belief:

5.12.1.1 The prices in the 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.

5.12.1.2 Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the Bidders and shall not knowingly be disclosed by the Bidders, directly or indirectly, to any other Bidders or to any competitor prior to completion of the selection process.

5.12.1.3 No attempt has been made or shall be made by the Bidders to induce any other person, Partnership or Corporation to submit or not to submit a bid for the purpose of restricting competition.

5.12.2 A bid shall not be considered for award nor shall any award be made where the above conditions have not been complied with; provided, however, that if in any case the Bidders cannot make the foregoing certification, the Bidders shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where the above conditions have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determine that such disclosure was not made for the purpose of restricting competition. (Section 139-d of the State Finance Law.)

5.12.3 The fact that a Bidder has published price lists, rates, or tariffs covering items or services being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute a disclosure within the meaning stated above.

5.13 Subcontracting. No subcontracting will be allowed.
5.14 Regulations and Guidelines. The Successful Bidder must meet all applicable regulations and guidelines (i.e., federal, state, county, city, Commission on Accreditation of Rehabilitation Facilities), relative to the service provided, if applicable.

*A Successful Bidder’s inability to comply with all applicable guidelines will result in automatic disqualification from consideration.*

The Bidder understands and agrees that the contracted service under its control will be operated in compliance with all applicable codes pertaining to the contracted service, and will immediately take corrective action, at its own expense, which is required by New York State or any other applicable federal, county or local codes pertaining to the contracted service.

The Successful Bidder shall enter into a written agreement with OASAS ensuring the confidentiality of patient records and information in accordance with 42 CFR Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records. Failure on the part of the Successful Bidder to comply with Federal rules and regulations on the confidentiality of patient records would be grounds for the State to terminate the contract with the Successful Bidder.

5.15 Public Announcement. Public announcements or news releases pertaining to this bid or contract shall not be made public without prior approval from OASAS.

5.16 Acceptance. The Bids shall be submitted with the understanding that only the acceptance in writing by the Associate Commissioner, Division of Fiscal Administration or a designated duly authorized representative with the approval of the Attorney General, the Office of the State Comptroller and, when appropriate, the Division of the Budget, shall constitute a contract between the Successful Bidder and the State of New York.

5.17 Iran Divestment Act. By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Successful Bidder/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: [http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf](http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf) and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Successful Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should OASAS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OASAS 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 OASAS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OASAS 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.

5.18 Third Party Web-Based Information and Application Development. Any web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as such policy may be amended, modified or superseded, which requires that state agency web-based information and applications are accessible to persons with disabilities. Web-based information and applications must conform to New York State Enterprise IT Policy NYS-P08-005 as determined by quality assurance testing. Such quality assurance testing will be conducted by OASAS and the results of such testing must be satisfactory to OASAS before web-based information and applications will be considered a qualified deliverable under the contract or procurement.
Section 6 – Termination

6.1 Termination

An Agreement resulting from this IFB shall be subject to the following termination provisions:

6.1.1 The State shall have the right to terminate the contract early for:

6.1.1.1 unavailability of funds;
6.1.1.2 cause;
6.1.1.3 convenience, or
6.1.1.4 Termination (for Non-responsibility).

6.1.2 Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OASAS officials or staff, the Contract may be terminated by the Commissioner of OASAS or her designee at the Contractor’s expense where the Contractor is determined by the Commissioner of OASAS or her designee to be non-responsible. In such event, the Commissioner of OASAS 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.

6.1.3 All or any part of the Agreement may be terminated by OASAS for cause upon the failure of the Bidder to comply with the terms and conditions of the Agreement, including the attachments hereto, provided that OASAS shall give the Contractor written notice via registered or certified mail, return receipt requested, or shall deliver same by hand – receiving the Bidder’s receipt therefore, such written notice to specify the Bidder’s failure and the termination of the Agreement. Termination shall be effective 10 business days from receipt of such notice, established by the receipt returned to OASAS, unless the Bidder, in the opinion of OASAS, has cured said failure. The Bidder agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination.

6.1.4 If the Agreement is terminated for cause, OASAS shall have the right to award a new contract to a third party. In such event, the Bidder shall be responsible for damages, and for all additional costs incurred in reassigning the contract.

6.1.5 The Agreement may be terminated for convenience if OASAS deems that termination would be in the best interest of OASAS, provided that OASAS shall give written notice to the Contractor not less than 30 days prior to the date upon which termination shall become effective, such notice to be made via registered or certified mail, return receipt requested or hand-delivered with receipt made. The date of such notice shall be deemed to be the date of postmark in the case of mail or the date of the Bidder’s receipt for notice in the case of hand delivery. In the case of termination under this subsection, OASAS agrees to pay the Bidder for reasonable and appropriate expenses incurred in good faith. The Bidder, on its part, agrees to incur no new obligations after receipt of notification of termination and to cancel as many outstanding obligations as possible.

6.1.6 It is understood that OASAS reserves the right to suspend or reduce the Contractor services during the term of the Agreement. Such action(s) by OASAS shall not be considered a breach of the Agreement or otherwise give rise to damages on the part of the Contractor provided, however, that the Contractor is given written notification of such action.

6.1.7 The State shall have the right to terminate the Agreement in the event that it is found that the certification filed by the Contractor in accordance with NYS Finance Law §§139-j and 139-k was intentionally false or intentionally incomplete.

6.1.8 The Agreement may be deemed terminated immediately at the option of OASAS upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by OASAS to the Contractor.

6.1.9 In the event of termination for any reason, the Contractor shall not incur new obligations for the terminated portion and the Contractor shall cancel as many outstanding obligations as possible. The
Contractor shall take all reasonable measures to mitigate any damages for which OASAS may be liable.

6.1.10 It is understood that OASAS reserves the right to suspend or reduce the Bidder services during the term of the Agreement. It should also be understood that OASAS reserves the right to enter into multiple agreements with other Bidders for the same services provided herein. Such action(s) by OASAS shall not be considered a breach of the Agreement or otherwise give rise to damages on the part of the Bidder provided, however, that the Bidder is given written notification of such action.

6.1.10 The State and the Bidder agrees and stipulates that OASAS shall have the sole right, in its discretion, at any time to terminate a resulting contract, or any unit reporting thereof with cause, by giving written Notice of Termination to the Applicant, and that such Notice of Termination shall in no event constitute or be deemed a breach of this Agreement and no liability shall be incurred by or arise against the State, its agents and employees therefrom.

6.1.12 The State may only invoke its right to terminate for convenience on June 1, 2018 and on each subsequent anniversary date of the contract (except for the contract expiration date), provided that the State has given written notice to the Contractor no later than 30 days or more prior to the date of termination, except with respect to contracts that gives the State a general right to terminate at any time.
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, licensor, licensee, lessor, lessee or any other party):

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is
qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

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

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

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

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

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

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

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

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

NYS Department of Economic Development  
Division for Small Business  
Albany, New York  12245  
Telephone:  518-292-5100  
Fax:  518-292-5884  
email: opa@esd.ny.gov

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: mwbecertification@esd.ny.gov  
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

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

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

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

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

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

21. **RECIPIROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.
22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

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

Cost Proposal Form for Acupuncture and Supervisory Acupuncture Services at J. L. Norris Addiction Treatment Center

**ENTER BID PRICES BELOW** *(use ink or type)*

- **BE SURE YOU HAVE INSERTED YOUR COMPANY’S COMPLETE NAME IN THE BOX AT RIGHT**

**Flat Hourly Rate** | **Estimated Hours Per Year** | **Total Cost Per Year** | **Five Years** | **Total Cost for Five Years**
--- | --- | --- | --- | ---
320 | | | x 5 | |

__________________________  ________________
Signature         Date
(Contractor) and the Office of Alcoholism and Substance Abuse Services (OASAS) hereby enter into an Agreement whereby the Contractor agrees to provide:

Furthermore, the Contractor:

(1) acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from the ATC identifying or otherwise relating to the patient in the ATC (“protected information”), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 142, 160, and 164, and may not use or disclose the information except as permitted or required by this Agreement or by the law;

(2) agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;

(3) agrees to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information;

(4) agrees to report to the ATC any use or disclosure of the protected information not provided for by this Agreement of which it becomes aware within 10 business days and by contacting the designated ATC representative;

(5) agrees to insure that any agent, including a subcontractor, to whom the Contractor provides the protected information received from the ATC, or created or received by the Contractor on behalf of the ATC, agrees to the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information;*

(6) agrees to provide access to the protected information at the request of the ATC, or to an individual as directed by the ATC, in order to meet the requirements of 45 C.F.R. § 164.524 which provides patients with the right to access and copy their own protected information within 30 days of request;

(7) agrees to make any amendments to the protected information as directed or agreed to by the ATC pursuant to 45 C.F.R. § 164.526;

(8) agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the ATC, or created or received by the Contractor on behalf of the ATC, to the ATC or to the Secretary of the Department of Health and Human Services for purposes of the Secretary determining the ATC’s compliance with HIPAA;

(9) the Contractor agrees to provide to OASAS or an individual, in time and manner designated by OASAS, information collected in accordance with this Agreement to permit OASAS to respond to a request by an individual for an accounting of disclosures of protected information in accordance with 45 C.F.R. § 164.528;
(10) agrees to provide the ATC or an individual information in accordance with paragraph (9) of this Agreement to permit the ATC to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528;

Termination

(1) OASAS may terminate this Agreement if it determines that the Contractor had violated any material term.

(2) Upon termination of this Agreement for any reason, the Contractor shall return or destroy all protected information received from the ATC, or created or received by the Contractor on behalf of the ATC. This provision shall apply to protected information that is in the possession of subcontractors or agent of the Contractor. The Contractor shall retain no copies of the protected information.

(3) In the event that the Contractor determines that returning or destroying the protected information is infeasible, the Contractor shall notify the ATC of the conditions that make return or destruction infeasible. Upon notification that the return or destruction of the protected information is infeasible, the Contractor shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of the information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains the information.

Executed this _____ day of _____________, 2011.

__________________________________________  ______________________________
Lorraine Sturges                           ______________________________
Director, Contracts and Procurement       ______________________________
NYS OASAS                                 ______________________________
1450 Western Avenue                       ______________________________
Albany, NY  12203-3526

*Although the HIPAA regulations require these paragraphs to be included in Business Associate Agreements, 42 C.F.R. § 2.11 requires qualified service organizations to abide by the federal drug and alcohol regulations which prohibit such organizations from redisclosing any patient identifying information even to an agent or subcontractor. At present it is unclear whether programs should follow the HIPAA or drug and alcohol regulations regarding this paragraph.
APPENDIX H

Consultant Disclosure legislation pursuant to
Chapter 10 of the Law of 2006 amends State Finance Law §§ 8 and 163

Background:

Chapter 10 of the laws of 2006 amends State Finance Law §§8 and 163 requires:

Vendors contracting with New York State agencies will be required to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked and the amount paid to the contractor by the State as compensation for work performed by these employees.

Initial Report Requirements

Form A – State Consultant Services – Contractor’s Planned Employment From Contract Start Date through the End of the Contract Term

To enable compliance with the Consultant Discloser Law, the contractor must complete Form A (one-time report) in accordance with the following:

**Employment Category:** the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract. (Note: Please 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 Employee:** 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 employee of subcontractors.

**Number of Hours (to be) worked:** the total number of hours to be worked.

**Amount Payable under the contract:** the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the report Period.
**State Consultant Services - Contractor's Planned Employment**
*From Contract Start Date Through The End Of The Contract Term*

<table>
<thead>
<tr>
<th>Employment Category</th>
<th>Number of Employees</th>
<th>Number of hours to be worked</th>
<th>Amount Payable Under the Contract</th>
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Total this page 0 0 $ 0.00

Grand Total

Name of person who prepared this report:

Title:                                   Phone #: 

Preparer’s Signature:

Date Prepared: / /

(Use additional pages, if necessary)    Page of

**Annual Report Requirements**

Form B – State Consultant Services Contractor’s Annual Employment Report.

OASAS Project No. 16109 Norris-Acupuncture  February 28, 2017  Page 36
The law requires that contractors agree to submit Form B each year the contract is in effect and that the form is to capture historical information, detailing actual employment data for the most recently concluded State Fiscal Year (April 1 through March 31). Form B must be submitted by May 15th of each year to OASAS, the Department of Civil Service and the Office of the State Comptroller at the following addresses:

NYS Office of Alcoholism and Substance Abuse Services  
Bureau of Fiscal Administration  
1450 Western Avenue, 5th floor  
Albany NY 12203

NYS Office of the State Comptroller  
Bureau of Contracts  
110 State Street, 11th floor  
Albany NY 12236  
Attn: Consultant Reporting

NYS Department of Civil Service  
Alfred E. Smith Office Building  
Albany NY 12239

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

**Scope of Contract:** a general classification of the single category that best fits the predominante nature of the services provide under the contract.

**Employment Category:** the specific occupation(s), as listed in the O*Net occupational classification system, which best describe the employees providing services under the contract

**Number of Employee:** 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 employee of subcontractors.

**Number of Hours (to be) worked:** the total number of hours worked during the Report Period by the employees in the employment category.

**Amount Payable under the contract:** the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the report Period.
State Consultant Services
Contractor’s Annual Employment Report
Report Period: April 1, to March 31,

Contracting State Agency Name:               Agency Code:
Contract Number:
Contract Term: / / to / /
Contractor Name:
Contractor Address:
Description of Services Being Provided:

Scope of Contract (Choose one that best fits):
Analysis □     Evaluation □   Research □   Training □
Data Processing □      Computer Programming □   Other IT consulting □
Engineering □    Architect Services □  Surveying □   Environmental Services □
Health Services □  Mental Health Services □
Accounting □     Auditing □   Paralegal □   Legal □   Other Consulting □

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Total this page 0 0 $ 0.00

Grand Total

Name of person who prepared this report:
Preparer's Signature:
Title:
Phone #:
Date Prepared: / /
APPENDIX L

Offerer’s Affirmation of Understanding of and Agreement Pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

Background:

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.

Instructions:

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. It is recommended that this affirmation be obtained as early as possible in the procurement process, such as when the Offerer submits its proposal or bid. The following language can be used to obtain the affirmation.

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

By: ______________________________________________  Date:____________________

Name:  _________________________________________________________________________________

Title:  __________________________________________________________________________________

Contractor Name:  ________________________________________________________________________

Contractor Address:  _____________________________________________________________________
APPENDIX L (continued)

Offerer Disclosure of Prior Non-Responsibility Determinations

Note: Government Entities may wish to consider integrating this language in their existing forms.

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.

As an alternative to this form, the Governmental Entity may elect to incorporate this disclosure question into its procurement questionnaire, such as the New York State Standard Vendor Responsibility Questionnaire set out at http://www.ogs.state.ny.us/procurecounc/pdfdoc/BestPractice.pdf.
APPENDIX L (continued)

Offerer Disclosure of Prior Non-Responsibility Determinations (Continued)

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

Address:                                                                                       ________________________________________________________________________________
_____________________________________________________________________________________

Name and Title of Person Submitting this Form:                                                 ________________________________________________________________________________

Contract Procurement Number: ________________ Date:_________________

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

  NO       YES

If yes, please answer the next question.

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

  NO       YES

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

  NO       YES

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility
   below and attach additional pages as necessary.

   Governmental Entity:______________________________________________________________________
   Date of Finding of Non-responsibility:________________________________________________________
   Basis of Finding of Non-responsibility:_______________________________________________________

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

   NO       YES

6. If yes, please provide details below and attach additional pages as necessary.

   Governmental Entity:______________________________________________________________________
   Date of Termination or Withholding of Contract:_______________________________________________
   Basis of Termination or Withholding:_________________________________________________________

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:____________________
APPENDIX L (continued)

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

Background:

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 procuring Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Instructions:

A Governmental Entity must obtain the required certification that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to the certification and provide it to the procuring Governmental Entity. While the nature of the Procurement Contract will determine how to obtain the certification and when the certification should be obtained, the following documents have been identified for consideration:

- solicitation documents (such as an Invitation for Bids or Requests for Proposal);
- procurement contract; and
- other/stand alone certification.

It is recommended that the certification be obtained as early as possible in the process, such as when an Offerer submits its proposal, bid or other form of offer.

Offerer Certification

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

By: ___________________________________________ Date: ____________________

Name: ______________________________________________________________________________________

Title: _______________________________________________________________________________________

Contractor Name: ____________________________________________________________________________

Contractor Address: __________________________________________________________________________
APPENDIX T

Form ST-220-TD can be found at:


Form ST-220-CA can be found at:

Submit with Bid or Proposal – Instructions on page 2

Solicitation No.: ________________ Reporting Entity: ☐ Contractor  ☐ Subcontractor

Offerer’s Name: ____________________________ Subcontractor’s name__________________________________

Address: __________________________________ Report Includes: ☐ Work force to be utilized on this contract

City, State, Zip Code: ________________________ ☐ Contractor/Subcontractor’s total work force

Enter the total number of employees in each classification in each of the Equal Employment Opportunity job Categories identified.

<table>
<thead>
<tr>
<th>EEO-Job Category</th>
<th>Total Work Force</th>
<th>Work Force by Gender</th>
<th>Work Force by Race/Ethnic Identification</th>
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<td>Male (M) Female (F)</td>
<td>White (M) (F) Black (M) (F) Hispanic (M) (F) Asian (M) (F) Native American (M) (F) Disabled (M) (F) Veteran (M) (F)</td>
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<td>Officials/Administrators</td>
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<td>Craft Workers</td>
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<td>Laborers</td>
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<td>Temporary/Apprentices</td>
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APPENDIX U
FORM 4 - STAFFING PLAN (Continued)

Name and Title of Preparer: Email:
Address: Telephone No.:

PREPARED BY (Signature)_____________________________________________ DATE__________________

SUBMIT COMPLETED WITH BID OR PROPOSAL

General instructions: All Officers and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan 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 or subcontractor’s total work force, the Offerer 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 or subcontractor’s total work force, the Offerer shall complete this form for the contractor’s or subcontractor’s total work force.

INSTRUCTIONS FOR COMPLETING:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offerer.
2. Check off the appropriate box to indicate if the Offerer 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 Offerers’ 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’. Contact the Designated Contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the work force under the appropriate headings.
8. 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.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)**: A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.
OTHER CATEGORIES

- **DISABLED INDIVIDUAL:** Any person who has a physical or mental impairment that substantially limits one or more major life activity(ies); has a record of such an impairment; or is regarded as having such an impairment.
- **VIETNAM ERA VETERAN:** A veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER**
## APPENDIX U
### FORM 5 - EQUAL EMPLOYMENT OPPORTUNITY
### WORK FORCE EMPLOYMENT UTILIZATION/COMPLIANCE REPORT

**Contractor No.:**
**Reporting Entity:** [ ] Contractor [ ] Subcontractor

**Reporting Period:**
- [ ] January 1, 20    - March 31, 20
- [ ] April 1, 20    - June 30, 20
- [ ] July 1, 20    - September 30, 20
- [ ] October 1, 20    - December 31, 20

**Offeror’s Name:**

**Address:**

**City, State, Zip Code:**

**Report Includes:**
- [ ] Work force to be utilized on this contract
- [ ] Contractor/Subcontractor’s total work force

Enter the total number of employees in each classification in each of the EEO-job Categories identified.

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<td>Office/Clerical</td>
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<td>Craft Workers</td>
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<td>Laborers</td>
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<td>Service Workers</td>
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<td>Temporary/Apprentices</td>
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**TOTALS**
APPENDIX U
FORM 5 - WORK FORCE EMPLOYMENT UTILIZATION/COMPLIANCE REPORT (Continued)

Name and Title of Preparer: ______________________________ Email Address: ______________________________ Telephone No.: ______________________________

PREPARED BY (Signature) ______________________________ DATE ______________________________

SUBMIT COMPLETED FORM TO: Mr. William Reilly
Office of Alcoholism and Substance Abuse Services
Division of Fiscal Administration, 5th floor
1450 Western Avenue
Albany NY 12203

General Instructions: The work force utilization/compliance report is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor’s or subcontractor’s total work force, the contractor or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor’s or subcontractor’s total work force, information on the contractor’s total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to OASAS within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a written statement of no change or submit a copy of the previously submitted report with the date and reporting period updated.

INSTRUCTIONS FOR COMPLETING:

1. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
3. Check off the box that corresponds to the reporting period for this report.
4. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor’s total work force.
5. Enter the total work force by EEO job category.
6. Break down the total work force by gender and enter under the heading ‘Work force by Gender’.
7. Break down the total work force by race/ethnic background and enter under the heading ‘Work force by Race/Ethnic Identification’.
8. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
9. 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.
APPENDIX U
FORM 5 - WORK FORCE EMPLOYMENT UTILIZATION/COMPLIANCE REPORT (Continued)

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.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)**: A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

**OTHER CATEGORIES**

- **DISABLED INDIVIDUAL**: Any person who has a physical or mental impairment that substantially limits one or more major life activity(ies); has a record of such an impairment; or is regarded as having such an impairment.
- **VIETNAM ERA VETERAN**: A veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER**
APPENDIX U
FORM #6 - EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

i. At the request of the contracting agency, this organization 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 (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest; and that such union or representative will affirmatively cooperate in the implementation of this organization’s obligations herein.

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

iii. Contractor will include the provisions listed above in EEO sections i. through iv. in every subcontract in such a manner that the requirements will be binding upon each subcontractor as to work in connection with the State contract.

SDVOB

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

i. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified SDVOBs, including solicitations to SDVOB contractors and/or associations.

ii. Request a list of State-certified SDVOBs from AGENCY and solicit bids from them directly.

iii. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective SDVOBs.

iv. Where feasible, divide the work into smaller portions to enhanced participations by SDVOBs and encourage the formation of joint venture and other partnerships among SDVOB contractors to enhance their participation.

v. Document and maintain records of bid solicitation, including those to SDVOBs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting SDVOB contract participation goals.

vi. Ensure that progress payments to SDVOBs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage SDVOB participation.

M/WBE Contract Goals

0% Minority and Women’s Business Enterprise Participation

SDVOB Contract Goals

0% Service Disabled Veteran-Owned Business Participation
## APPENDIX U
### FORM #6 - EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

**Required Signatures**

<table>
<thead>
<tr>
<th>Minority Business Enterprise Liaison</th>
<th>Service Disabled Veteran-Owned Business Liaison</th>
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</thead>
<tbody>
<tr>
<td><em>(Person responsible for administering the Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Program (M/WBE-EEO)</em></td>
<td><em>(Person responsible for administering the Service Disabled Veteran-Owned Business Program (SDVOB)</em></td>
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| Printed Name: _________________________ | Printed Name: _________________________ |
| Title: _______________________________ | Title: _________________________________ |
| Signature: ___________________________ | Signature: _____________________________ |

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<tr>
<th>Phone:</th>
<th>Email:</th>
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**Authorized Signatory** - *(Officer or representative vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement)*

Organization Name: ___________________________________________

Location of Services: ___________________________________________

(Printed Name: ___________________________________________

(Authorized Representative)

Title: _______________________________________________________  

Signature: ___________________________________________________
## ATTACHMENT 1
### References

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<th>Contact Name</th>
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ATTACHMENT 2
Contractor Information

____________________________________________________________________________

(Authorized Signature)   (Date)

____________________________________________________________________________

(Print Name)   (Title)

____________________________________________________________________________

(Company Name)   (Federal I.D. Number)

____________________________________________________________________________

(Address)

____________________________________________________________________________

(City, State, Zip)

____________________________________________________________________________

(County)

____________________________________________________________________________

(County)

(Telephone Number)   (Toll Free Phone)

____________________________________________________________________________

(Fax Number)   (Toll Free Fax Number)

____________________________________________________________________________

(E-mail)

New York State Small Business   Circle One:   Yes   No

New York State Certified Minority Owned Business   Circle One:   Yes   No

New York State Certified Woman Owned Business   Circle One:   Yes   No

Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State?   Circle One:   Yes   No

Does your proposal meet all the requirements of this solicitation?   Circle One:   Yes   No

REASON FOR NO BID:

____________________________________________________________________________

____________________________________________________________________________
ATTACHMENT 3
Nondiscrimination in Employment in Northern Ireland
MacBride Fair Employment Principles

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

(1) has business operations in Northern Ireland

Yes _____ No _____

If Yes,

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

Yes _____ No _____

________________________________________  __________________
Signature Date
ATTACHMENT 4
Non-Collusive Bidding Certification Required
By Section 139-D of the State Finance Law

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

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

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

<table>
<thead>
<tr>
<th>NAMES OF PARTNERS/PRINCIPALS</th>
<th>LEGAL RESIDENCE</th>
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</table>
**IF BIDDER(S) IS (ARE) A CORPORATION, COMPLETE THE FOLLOWING:**

<table>
<thead>
<tr>
<th>NAME</th>
<th>LEGAL RESIDENCE</th>
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<tr>
<td>President</td>
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<tr>
<td>Secretary</td>
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<td>Treasurer</td>
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<td>President</td>
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<tr>
<td>Secretary</td>
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<tr>
<td>Treasurer</td>
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**IDENTIFYING DATA**

Potential Contractor ____________________________________________
Title: ________________________________________________________
Street Address _______________________________________________
City, State and Zip Code _______________________________________
Telephone __________________ Fax _____________________________

*If applicable, Responsible Corporate Officer*

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<td>Signature</td>
<td>Date</td>
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</table>
Joint or combined bids by companies or firms must be certified on behalf of each participant.

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<thead>
<tr>
<th>Legal name of person, firm or corporation</th>
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New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, proteges or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

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

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

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

Will New York State Businesses be used in the performance of this contract?  ________      _______

Yes   No

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

<table>
<thead>
<tr>
<th>New York Business Identifying Information Business Name</th>
<th>Business Address</th>
<th>Contact Name</th>
<th>Contact Phone</th>
<th>Contact Email Address</th>
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Bidder Name: _________________________________________