

NEW YORK STATE
DEPARTMENT OF AGRICULTURE AND MARKETS
REQUEST FOR PROPOSALS

ADMINISTRATIVE SERVICES
FOR THE
NEW YORK STATE ANIMAL POPULATION CONTROL PROGRAM

INTRODUCTION

The New York State Department of Agriculture and Markets (Department) seeks proposals from not-for-profit entities to administer a state-wide companion animal population control program. The agreement will be for a Term of five (5) years as required by Agriculture and Markets Law section 117-a.

MINIMUM QUALIFICATIONS

To be eligible to submit a proposal you must:

(1) be a duly-incorporated society for the prevention of cruelty to animals, humane society, animal protective association, or not-for-profit corporation that has received designation as a 501(c)(3) entity by the Internal Revenue Service ***and you must be currently operating*** as an animal rescue organization, animal adoption organization, spay/neuter clinic, or other entity whose core mission predominantly includes state-wide efforts to manage the companion animal population in New York State.

(2) Provide examples of prior program audits or reviews done by your organization that demonstrate your ability to establish reporting requirements and other protocols to ensure appropriate and effective use of your funds.

(3) Provide documentation showing that you have an established accounting system which provides internal controls to safeguard assets, insures fund accountability by cost category, assures accounting data accuracy and reliability, promotes operating efficiency and complies with generally accepted accounting principles. You must also provide a copy of your most recent detailed annual financial statement prepared by an independent certified public accountant, which includes a report on your internal controls.

SCHEDULE

The Department reserves the right to change any of the below dates. Any change will be posted on the Department's website, www.agmkt.state.ny.us under "Funding Opportunities." Proposers are responsible for keeping informed of any changes in the schedule.

Event Dates

RFP Issued – September 14, 2010

Mandatory Meeting – September 29, 2010

Last Date for Inquiries – October 6, 2010

Responses Posted – October 12, 2010

Proposals Due – October 22, 2010

Selection Within 30 Days

MANDATORY MEETING

All prospective proposers must attend a mandatory meeting at 1:00 pm at Department offices 10B Airline Drive, Albany, New York on September 29, 2010.

Proposals will not be accepted from any proposer who does not attend the meeting.

Please contact Diane Bruhns by phone at (518) 457-2080, fax (518) 485-7750 or email diane.bruhns@agmkt.state.ny.us if you plan to attend the meeting.

PROPOSAL SUBMISSION REQUIREMENTS

The minimum qualifications, technical and cost components of your proposal must be submitted in separate sealed envelopes. Each of those envelopes shall be submitted in an envelope or package marked: "Proposal for Administrative Services for the New York State Animal Population Control Program." Inside the envelope place the three (3) separate envelopes identified as "Minimum Qualifications", "Technical Component" and "Cost Component".

Proposals must be received by the Department's Division of Fiscal Management by 4:00 pm eastern daylight savings time on October 22, 2010 .

Submit an original and three (3) copies of your proposal, in a sealed package, addressed to:

Lucy Roberson, Director
Division of Fiscal Management
NYS Department of Agriculture and Markets
10B Airline Drive
Albany, NY 12235

Proposers are solely responsible for insuring the timely delivery of their proposal. Proposals may not be submitted electronically or by fax.

QUESTIONS CONCERNING THE RFP

All questions about this RFP must be submitted in writing via facsimile or e-mail to: Emma Graham, Contract Specialist, Fiscal Management, NYS Department of Agriculture and Markets, 10B Airline Drive, Albany, New York 12235, E-mail: emma.graham@agmkt.state.ny.us, Fax: (518) 485-7770.

All questions must be submitted by 4:00 p.m. eastern daylight savings time on October 6, 2010. A list of questions and answers and any addenda to the RFP will be posted in the "Funding Opportunities" section of the Department's website, www.agmkt.state.ny.us by October 12, 2010. If you are unable to access the website, please contact Emma Graham to arrange for alternate delivery. All questions and answers will become part of this RFP.

BACKGROUND AND PURPOSE

In 1995, the original Animal Population Control Program was created to help reduce the number of unwanted dogs and cats in New York State by paying to veterinarians a portion of the spay/neuter fee charged to persons eligible for that Program's reduced-cost spay/neuter services. From 1996 through 2009, approximately 105,000 dogs and cats were spayed or neutered by veterinarians participating in the Program. The Program was suspended in October 2009.

Section 117-a of the Agriculture and Markets Law, amended in 2010, provides a revenue stream for a new Animal Population Control Program (Program) and requires that an independent not-for-profit administrative entity, selected by the Department through this RFP, operate the Program.

The Program's objective will be to reduce the population of unwanted and stray dogs and cats, thereby reducing the incidence of euthanasia and potential threats to public health and safety posed by the large population of these animals. It will encourage New York State pet owners to have their pets spayed or neutered by awarding grants to organizations offering low-cost spaying and neutering services to pet owners who meet certain criteria.

PROGRAM FUNDING

Program funding and funding for the administrative services to be provided under the Agreement arising from this RFP will primarily derive from surcharges on dog licenses issued by municipalities outside New York City of at least \$3.00 for unspayed/unneutered dogs and \$1.00 on spayed and neutered dogs, sales of Program license plates (approximately \$70,000 per year), unredeemed spay-neuter deposits from shelters (approximately \$80,000 per year) and donations (historically an insignificant amount).

The total funding available is anticipated to exceed \$1,000,000 per year. Actual funds available will depend upon the amount of revenue in the annual population control fund and its annual appropriation by the Legislature. The selected proposer will receive quarterly payments as provided in subdivision 4 of section 97-xx of the State Finance Law for the provision of the services sought by this RFP.

In preparing and submitting your proposal, assume that annual revenues available for the Program will average \$1,000,000 annually during the Term of the Agreement. Please

note that this amount is only an estimate and the Department and the State of New York make no representation as to the amount available during the Term of this Agreement.

SCOPE OF SERVICES

This Program will operate throughout New York State excepting New York City.

The selected proposer shall solicit and review plans submitted by qualified providers of low-cost spay-neuter programs and, subject to the availability of funds, award grants from Program funds for implementation of approved plans. In awarding grants, the selected provider shall use its best efforts to provide statewide distribution of available program funds. Qualified providers may include counties, pounds, duly incorporated societies for the prevention of cruelty to animals, humane societies, animal protective associations and IRC 501(c)(3) nonprofit corporations.

The selected proposer shall review, evaluate and determine the background, experience and ability of a prospective provider, including:

- The prospective provider's method of providing low-cost spay-neuter services, including an anticipated fee schedule for such services,
- The size and need of the population served by the prospective provider,
- The prospective provider's plan for outreach and promotion of such services,
- The prospective provider's experience in providing low-cost spay-neuter services, and
- Cost-effectiveness of the prospective provider's overall plan.

Each prospective provider, other than a county, must be in good standing with the Charities Bureau of the Office of the Attorney General and with the Secretary of State.

The selected proposer shall monitor the performance of approved providers and providers' Program fund expenditures. The selected proposer may discontinue any grant upon determining Program funds previously disbursed were not used for an authorized purpose, or that services were not provided in accordance with the terms and conditions of the grant and the provisions of Article 7 of the Agriculture and Markets Law.

The selected proposer shall establish performance and expenditure reporting requirements for each approved provider awarded funding under the Program, and may establish other conditions necessary to ensure appropriate and effective use of funds disbursed pursuant to the Program.

The selected proposer shall submit an annual report to the Governor, the Temporary President of the Senate, the Speaker of the Assembly, the Minority Leader of the Senate, the Minority Leader of the Assembly, and the Commissioner of Agriculture and Markets. The report shall include, but not be limited to, the balance of the Program fund, annual expenditures, annual income, the number of entities receiving funding and the amount received by each entity, the total number and type of low-cost spay-neuter services provided by each entity, the method of providing such services by each entity, the expenditure made for promoting the fund and description of marketing efforts, and recommendations regarding the implementation and financial viability of the fund.

PROPOSAL CONTENT

The proposer is solely responsible for the content and completeness of the proposal. The Department may request clarification from any proposer regarding items in the proposal.

There will be three parts to your proposal; minimum qualifications, the technical component and the cost component. Each part must be submitted in a separate sealed envelope and all three parts must be placed in one envelope or package. On each envelope place your name, the words "Proposal: Administrative Services – New York State Animal Population Control Program" and, as appropriate, the words "Minimum Qualifications", "Technical Component" and "Cost Component" to identify the information you place in the envelope.

In the envelope marked "*Minimum Qualifications*" place:

(A) Information showing that you are a duly incorporated society for the prevention of cruelty to animals, humane society, animal protective association or not-for-profit corporation that has an IRC 501(c)(3) designation from the Internal Revenue Service and that you are currently operating as an animal rescue organization, animal adoption organization, spay/neuter clinic or other entity whose core mission predominately includes state-wide efforts to manage the companion animal population in New York State.

(B) Examples of prior program audits or reviews done by your organization that demonstrate your ability to establish reporting requirements and other protocols to ensure appropriate and effective use of your funds.

(C) Documentation that you have an established accounting system which provides internal controls to safeguard assets, insures fund accountability by cost category, assures accounting data accuracy and reliability, promotes operating efficiency and complies with generally accepted accounting principles. You must also provide a copy of your most recent detailed annual financial statement prepared by an independent certified public accountant, which includes a report on your internal controls.

In the envelope marked "*Technical Proposal*," provide in detail the information described below.

A. A detailed plan identifying and describing the administrative services you propose to provide and explaining how you will provide those services. These should include, at a minimum:

- 1) how you will promote the program
- 2) how you will solicit providers and evaluate their ability to meet program requirements
- 3) how you will ensure appropriate and effective use of funds
- 4) systems you will use to meet reporting requirements

B. A description of your experience in providing low-cost spay-neuter services, identifying your strengths.

C. A description of the geographic scope of spay-neuter services you currently provide, including the number of procedures you were responsible for on an annual basis covering the years 2004-2009.

D. A description and supporting documentation showing the period of time for which you have provided spay-neuter services.

E. Detailed financial statements, prepared by an independent accountant, covering your operations over the past five years.

F. A demonstration of your ability to work with other groups and organizations which provide or assist in providing companion animal population control services.

In the envelope marked "*Cost Component*" place the Cost Component Sheet attached to this RFP. You must submit your cost using the Cost Component Sheet. Your cost, which shall be fixed, must include all direct, indirect and incidental expenses to provide the administrative and promotional services sought by this RFP. Your cost will remain fixed during each year of the Term of the Agreement.

SELECTION CRITERIA

The Department will make the award to the proposer whose proposal provides the best value to the State of New York.

- Technical Component (80 points): The technical component of the proposal is based on the following criteria:
 - A. Your plan and explanation on how you propose to provide the services sought by this RFP (40 points).
 - B. Your prior experience in providing low cost spay/neuter services (20 points).
 - C. The extent and frequency of the spay/neuter services you currently provide (5 points).
 - D. The length of time you have been providing spay/neuter services (5 points).
 - E. Your financial capacity to provide the services sought by this RFP (5 points).
 - F. Your demonstrated ability to work with other groups and organizations which provide or assist in providing companion animal population control services (5 points).

- Cost Component (20 points)

Your cost score depend on the amount of animal population control program funds you propose to use to pay for your administrative costs. The lower your administrative cost, the higher your score will be.

Use the administrative cost form to describe and attribute costs to the administrative activities you would undertake to administer the animal population control Program, as you have described in your technical proposal. Your total cost must include all direct, indirect and incidental expenses to provide the administrative services sought by this RFP.

The proposal using the least amount of program funds to pay for administrative costs will receive the maximum 20 points. The cost of each remaining proposal will be converted to a weighted point score using the following formula:

$$\text{Points} = (\text{Lowest cost divided by the cost being evaluated}) \times 20$$

Place the administrative cost form in the separate envelope marked "Cost Component."

TERM

The Agreement will be for a five (5) year Term, as required by Agriculture and Markets Law section 117-a.

PAYMENT

Pursuant to State Finance Law section 97-xx, subd. 4, funds will be provided to the selected proposer on a quarterly basis throughout the fiscal year of the State of New York by the Comptroller of the State of New York, provided that such funds are appropriated and made available to the Department.

RESERVATION OF RIGHTS

The Department reserves the right to:

- reject any or all proposals received with respect to this RFP;
- decline to award a contract from this RFP;
- require clarification from any Proposer to assure a full understanding of the responsiveness to the requirements of the RFP;
- waive or modify minor irregularities in proposals received;
- request from a Proposer additional information deemed necessary to more fully evaluate its proposal. Proposers will have three (3) business days to respond to the request or may be disqualified;
- amend this RFP after its release, with appropriate notice posted on the Department's website, and;
- negotiate with any or all Proposers within the proposal requirements, in the best interest of New York State.

FINANCIAL AWARD

This is a “best-value” procurement award. There will be no cost to the Department.

STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions which are attached to this RFP will be part of the license. Please read and execute them where required, and return the Standard Provisions with your proposal.

NYS Standard Vendor Responsibility Questionnaire

The Proposer agrees to fully and accurately complete the Vendor Responsibility Questionnaire, (hereinafter the “Questionnaire”). The Proposer acknowledges that the Department’s execution of the Agreement will be contingent upon the Department’s determination that the Proposer is responsible, and that the Department will be relying upon the Proposer’s responses to the Questionnaire in making that determination. The Proposer agrees that if it is found by the Department that the Proposer’s responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Department may terminate the Agreement by providing ten (10) days written notification to the Contractor. In no case shall such termination of the Agreement by the Department be deemed a breach thereof, nor shall the Department be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

NOTE: Proposers are invited to file the 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 www.osc.state.ny.us/vendrep or go directly to the VendRep System online at <https://portal.osc.state.ny.us/wps/portal>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email athelpdesk@osc.state.ny.us.

Appendix A

Appendix A is posted on the website of the New York State Office of General Services at www.ogs.state.ny.us/procurecounc/PDFdoc/appendixa.pdf, and contains standard clauses that are required in all State contracts. Appendix A will be a part of any Agreement awarded under this RFP, and the successful Proposer will be responsible for complying with the terms and conditions contained therein.

Certification Pursuant to NYS Tax Law Section 5-A

Pursuant to Tax Law Section 5-a, you are required to certify to the Tax Department that you are registered to collect New York State and local sales and compensating use taxes, if you made sales of tangible personal property, delivered by any means, to locations within New York State or you provided taxable services, having a cumulative value in excess of \$300,000 measured over a specified period. In addition,

you must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. You must also certify to the procuring state agency that affiliates and subcontractors have filed a correct and complete certification with the Tax Department. The successful Proposer will be required to complete and sign, under penalty of perjury, the Contractor Certification Form ST-220-TD and the Contractor Certification to Covered Agency Form ST-220-CA. The Contractor Certification Forms are available from the Department of Tax and Finance web site at: http://www.tax.state.ny.us/forms/sales_cur_forms.htm#Other%20Sales%20Tax%20Forms.

The successful Proposer will be required to complete and submit the Contractor Certification Forms within three (3) business days from the date of the request. Failure to respond timely may render a Proposer non-responsive and non-responsible. Proposers shall take the necessary steps to provide properly certified forms, within a timely manner, to ensure compliance with the law. You may call the Tax Department at 1-200-698-2931 for all questions regarding Tax Law §5-a, and relating to a company's registration status with the Tax Department. For additional information and frequently asked questions, please refer to the Department of Tax and Finance web site: http://www.tax.state.ny.us/pdf/publications/sales/pub223_507.pdf

Minority & Women Owned Business Equal Opportunities & Goals

See Clause 12, Equal Employment Opportunities for Minorities and Women, in Appendix A. For this Agreement the Department and the Division have established the following goals:

- Minority business enterprises 1%
- Women owned business enterprises 1%

MacBride Fair Employment Principles

Chapter 807 of the Laws of 1992 prohibits a State department from contracting for the supply of goods and services or construction with any contractor who does not agree to stipulate that it either has no business operations in Northern Ireland, or if it does have such business operations, it shall take lawful steps in good faith to conduct such operations in accordance with the MacBride Fair Employment Principles, if there is another contractor who will execute such stipulation and provide the goods and services or construction of comparable quality at a comparable price. Proposers must sign and provide the related certification of non-discrimination which can be found at <http://www.ogs.state.ny.us/procurecounc/PDFdoc/nondiscrimination.pdf>.

Summary of Department's Policy Regarding State Finance Law Sections 139-J & 139-K

Pursuant to State Finance Law Sections 139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the Department of Agriculture and Markets and an offeror/proposer during the procurement process. An offeror/proposer is restricted from making contacts from the earliest notice of intent to solicit bids/proposals through final award and approval of the Procurement Contract by the Department, and, if applicable, Office of the State Comptroller ("restricted period") to

other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law Section 139-j(3)(a). Designated staff, as of the date hereof, are identified in this solicitation. Department employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the offeror/proposer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four year period, the offeror/proposer is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found in the Department's Guidelines, which are attached, and on the Office of General Services Website at <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

The Department has designated the following staff members to receive contacts pertaining to this Request for Proposal:

Emma Graham
Division of Fiscal Management
Telephone: (518) 457-0864
Fax: (518) 485-7750
E-mail: emma.graham@agmkt.state.ny.us

Judy Giovannetti
Division of Fiscal Management
Telephone: (518) 457-6172
Fax: (518) 485-7750
E-mail: judy.giovannetti@agmkt.state.ny.us

NON-COLLUSIVE PROPOSAL/BIDDING CERTIFICATION

New York State requires that you certify under the penalty of perjury that your RFP or proposal price or bid was arrived at independently.

AGREEMENT TERMINATION

This provision authorizes the Department to terminate its Agreement with you if any of the information you provided in the documents making up the Standard Contract Provisions is intentionally incomplete or intentionally false. If termination is proposed, you will be notified and given an opportunity to explain why you believe the contract should not be terminated.

NOTIFICATION OF AWARD

The Department will notify the selected Proposer verbally, followed by a written confirmation. Each Proposer whose proposal is not selected will be notified in writing by the Department within three business days after the award is made.

DEBRIEFING - PROTEST

Pursuant to section 163(9)(c) of the State Finance Law, an unsuccessful Proposer has the right to a debriefing regarding the reasons their proposal was not selected. An unsuccessful Proposer must request a debriefing within thirty (30) days from the date of the notification stating that their proposal has not been selected. To request a debriefing an unsuccessful Proposer should contact Emma Graham, Division of Fiscal Management, in writing or via e-mail at emma.graham@agmkt.state.ny.us.

An unsuccessful Proposer may protest the award by filing a protest, in writing, with the Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany, New York 12236.

COST LIABILITY

The State of New York and the Department assume no responsibility or liability for costs incurred by the Proposers in preparing and submitting their proposals in response to this RFP.

ACCEPTANCE OF PROPOSAL CONTENT

The selected Proposer's proposal and this RFP will become part of the Agreement arising from this RFP.

ASSIGNMENT

The selected Proposer may not convey, assign or otherwise dispose of the Agreement, or the Proposer's right, title, or interest in the Agreement, or its power to execute the license, to any other person, company, corporation, or entity without the prior written consent and written approval of the Department.

ACCOUNTING RECORDS

The selected Proposer shall maintain all financial and accounting records and other documents relating to the Agreement in accordance with generally accepted accounting principles and all such records shall be made available, upon request, to the Department and the Comptroller of the State of New York, at all reasonable times during the Term of this Agreement and for six (6) years from the expiration date of the Agreement.

FREEDOM OF INFORMATION

The selected Proposer's proposal and any Agreement resulting from this RFP is subject to the provisions of New York's Freedom of Information Law, Public Officers Law, Article 6.

10B Airline Drive
Albany, New York 12235

NEW YORK STATE
DEPARTMENT OF AGRICULTURE AND MARKETS

ADMINISTRATIVE SERVICES
FOR THE
NEW YORK STATE ANIMAL POPULATION CONTROL PROGRAM

ADMINISTRATIVE COST FORM

(assume the total available from the APCP is \$1 million annually)

Activity	APCP Fund
Program Promotion	
Provider Selection	
Investigations	
Travel	
Supplies and Equipment	
Other – describe	
Other - describe	
Total Administrative Costs	

Proposer Name

(Signature of Proposer's Authorized Representative)

(Print Name and Title of Person Signing Above)

Date

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

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 previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue

existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW**

BY SUBMISSION OF THIS BID, ANY BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices in 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(S) 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.]

Signature _____

Name (Typed) _____

Company Position _____

Company Name _____

Date Signed _____

Sworn to before me this

_____ day of _____, 2010

Notary Public

Signature _____

Name (Typed) _____

Company Position _____

Company Name _____

Date Signed _____

Sworn to before me this

_____ day of _____, 2010

Notary Public

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005 and Chapter 4 of the Laws of 2010 (collectively referred to as the “Lobbying Law”), made major changes to the Legislative Law and State Finance Law relative to lobbying on government procurements. More specifically, the Lobbying Law created two new sections in the State Finance Law: Section 139-j addresses the disclosure of “contacts” during the procurement process; and Section 139-k addresses the disclosure of contacts and the responsibility of Offerors¹ during the procurement process. The Lobbying Law applies to all procurements initiated on or after January 1, 2006. In this regard, a procurement means a contract or agreement involving an annual expenditure in excess of \$15,000 for a commodity, service, technology, public work, or construction; purchase, sale or lease of real property; or revenue contract.

In conformity with the Lobbying Law, during a procurement’s restricted period² the only Department employee(s) that the Offeror may “Contact” is/are the Department designated contact person(s) for that procurement. In this regard, “Contact” means any oral, written or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entity’s conduct or decision regarding the procurement. Exceptions to this rule include:

- submission of a written proposal in response to an RFP, IFB or any other solicitation method;
- submission of written questions as part of an RFP, IFB or other solicitation method where all written questions and written responses will be provided to all Offerors;
- participation in a pre-proposal or pre-bid conference scheduled as part of an RFP, IFB or other solicitation process;
- written complaints by an Offeror that the Department designated contact for a procurement fails to respond in a timely manner;
- negotiations with the Department following tentative award;
- contacts between designated Department staff and Offeror to request the review of a contract award; and
- with the Department regarding an appeal, protest or other review of a procurement, participation in an administrative or judicial proceeding regarding a procurement and complaints regarding a procurement made to the Attorney General, Inspector General, District Attorney, or State Comptroller.

An Offeror shall not, under any circumstances, attempt to influence a Department procurement in a way that violates or attempts to violate: Public Officers Law Section 73(5), relating to gifts intended to influence; or Public Officers Law Section 74, relating to the code of ethics for employees of state agencies.

An Offeror who contacts the Department regarding a procurement during the restricted period must be prepared to provide the following information: name, address, telephone number, place of principal employment and occupation of the person or organization making the contact, and whether the person/organization making the contact is the Offeror or is retained, employed or designated by or on behalf of the Offeror to appear before or contact the Department about the procurement. The Department’s Report of Contact Form is attached as Form 1.

An Offeror that submits a proposal, bid or other response to a Department RFP, IFB or other solicitation method must:

- Affirm that it understands and agrees to comply with these guidelines regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence. (The Offeror’s Affirmation of Understanding and Agreement is attached as Form 2.);
- Certify that all information provided to the Department with respect to the Lobbying Law is complete, true, and accurate. (The Offeror’s Certification of Compliance is attached as Form 3.);

¹ An Offeror is an individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts the Department about a procurement during the restricted period.

² The period of time commencing with the earliest written notice, advertisement or solicitation of a Request for Proposals “RFP”, Invitation for Bids “IFB”, solicitation of proposals or any other method for soliciting responses from Offerors intending to result in a procurement contract by the Department, and ending with the final contract award and approval by the Department, and OSC (if required).

State of New York
Department of Agriculture and
Markets
10B Airline Drive
Albany, NY 12235

Attachment 3
Guidelines Regarding Permissible Contacts During a
Procurement and
the Prohibition of Inappropriate Lobbying Influence

- Disclose whether any governmental entity has, within the prior four years, found the Offeror non-responsible due to a violation of the Lobbying Law or the intentional provision of false or incomplete information. (Included in the Contractor Responsibility Questionnaire.)

Further, all Department procurement contracts will contain a provision authorizing the Department to terminate the contract in the event such Certification of Compliance is found to be intentionally false or incomplete.

Any alleged violations of the Department's guidelines or the Lobbying Law regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence will be reported to the Department's Ethics Officer for investigation. If there is sufficient evidence to indicate the allegation may be true, the Department shall give the Offeror reasonable notice that an investigation is ongoing and an opportunity to be heard in response to the allegation. At the Department's discretion, the opportunity to be heard may be provided either by giving the Offeror the opportunity to meet with the Department staff conducting the investigation or by convening a hearing before an impartial hearing officer at the Department's Albany office. In either case, a written report including findings, conclusions, and a recommended decision will be forwarded to the Commissioner or his or her designee for review and a final determination. A determination that an Offeror has knowingly and willfully committed such a violation may result in a finding that the Offeror and its subsidiaries are non-responsible and therefore ineligible for award of the procurement contract. A second determination of non-responsibility for such a violation within four years of the first such determination may render the Offeror and its subsidiaries ineligible to submit a bid or proposal or be awarded a procurement contract for four (4) years from the date of the second determination. The Department will notify the New York State Office of General Services ("OGS") of any determinations of non-responsibility or debarments due to violations of the Lobbying Law.

If you require further guidance on the Lobbying Law, you are encouraged to visit the Advisory Council on Procurement Lobbying website at

<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html> where Frequently Asked Questions "FAQ's" adopted by the Council have been posted.

**Offeror's Affirmation of Understanding and Agreement
 Pursuant to State Finance Law §139-j(3) and §139-j(6)**

Instructions:

Pursuant to State Finance Law §§139-j and 139-k, this solicitation imposes certain procurement lobbying limitations. Offerors are restricted from making contacts during the procurement's "Restricted Period" (from the issuance of the solicitation document until the date of the contract's final approval by the State Comptroller) to other than designated staff, unless the contact falls within certain statutory exceptions ("permissible contacts"). Agriculture and Markets' employees are required to obtain certain information from Offerors and others whenever there is a contact about the procurement during the Restricted Period, and are required to make a determination of the Offeror's responsibility that addresses the Offeror's compliance with the statutes' requirements. Findings of non-responsibility result in rejection of contract award, and if an Offeror is subject to two non-responsibility findings within four years the Offeror also will be determined ineligible to submit a proposal on or be awarded a contract for four years from the date of the second non-responsibility finding. Further information about these requirements can be found at: <http://www.ogs.state.ny.us/aboutOGS/regulations/defaultAdvisoryCouncil.html>.

As a prerequisite for participating in this procurement, an Offeror must provide the following Affirmation of Understanding and Agreement to comply with these procurement lobbying restrictions in accordance with State Finance Law §§139-j and 139-k.

Offeror Affirmation and Agreement

The Offeror affirms that it understands the procurement lobbying requirements set forth in State Finance Law §§139-j and 139-k, and agrees to comply with the Agriculture and Markets' guidelines regarding permissible Contacts as required thereby.

Name of Offeror:		
By:		
	(Signature)	
Name:		
Title:		
Address:		
Date:		

Offeror's Certification of Compliance
Pursuant to State Finance Law §139-k(5)

Instructions:

New York State Finance Law (SFL) §139-k(5) require that every contract award subject to the provisions of SFL §§139-k or 139-j shall contain a certification by the Offeror that all information provided to Agriculture and Markets with respect to SFL §139-k is complete, true and accurate.

At the time an Offer or Bid is submitted to Agriculture and Markets, the Offeror/Bidder must provide the following certification that the information it has and will provide to Agriculture and Markets pursuant to SFL §139-k is complete, true and accurate including, but not limited to, disclosures of findings of non-responsibility made within the previous four years by any State governmental entity where such finding of non-responsibility was due to a violation of SFL §139-j or due to the intentional provision of false or incomplete information to a State governmental entity.

Offeror Certification

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

Name of Offeror:		
By:		
(Signature)		
Name:		
Title:		
Address:		
Date:		

Offerer Disclosure of Prior Non-Responsibility Determinations

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:

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

No Yes

If yes, please answer the next questions:

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

No Yes

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

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

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

No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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

By: _____ Date: _____
Signature

Name: _____

Title: _____