

**INVITATION FOR BIDS**  
**DECORATIONS & DECORATING SERVICES**  
New York State Department of Agriculture and Markets

The New York State Department of Agriculture and Markets presents the annual New York State Fair at the State Fairgrounds in Syracuse, New York for a twelve day period ending on Labor Day. The State Fair is an agricultural fair, showcasing New York's agricultural industry through a variety of exhibits, demonstrations, amusements and competitions.

The purpose of this invitation is to retain a decorating company to provide decorations and decorating services during the annual New York State Fair for the Term of the contract. All decorations must be consistent with the State Fair's family oriented theme and provide a bright, cheerful and festive atmosphere for all patrons.

Bids must be received in hand by the Department no later than **3:00 pm** local time on January 14, 2011. Bids shall be addressed to:

Lucy Roberson, Director  
Fiscal Management  
New York State Department of  
Agriculture and Markets  
10B Airline Drive  
Albany, New York 12235

Submit an original and three (3) copies of your bid. Bids may not be submitted electronically, nor by fax. Inquiries about this invitation shall be directed to Emma Graham, in writing at the above address, or via email to [emma.graham@agmkt.state.ny.us](mailto:emma.graham@agmkt.state.ny.us), and received no later than December 31, 2010. No telephone inquiries will be accepted. All questions and answers will be posted on the Department's website, [www.agmkt.state.ny.us](http://www.agmkt.state.ny.us) in the "Funding Opportunities" section. Answers will be posted as quickly as possible, but no later than January 5, 2011. The questions and answers, when posted, are part of this invitation.

**Addenda to Invitation for Bids**

Any revisions to this invitation will be posted on the Department's website, [www.agmkt.state.ny.us](http://www.agmkt.state.ny.us) under "Funding Opportunities". All bidders are responsible for keeping informed of any revisions to this invitation.

**Schedule**

Invitation Issued – December 20, 2010  
Last Date for Inquiries – December 31, 2010  
Responses to Inquiries – January 5, 2011  
Bids Due – January 14, 2011  
Selection within 30 days

## Scope of Work

The work sought by this invitation shall be provided to/for the Department and shall consist of:

1. providing, installing, maintaining, including cleaning, and removing (a) bunting, (b) carpeting, (c) ceiling decoration, (d) pennants, (e) flags, (f) tables, (g) chairs, (h) coat racks, (i) drape, (j) seat dividers, (k) table linens, (l) staging, (m) weather drapes, (n) stage back drop, (o) stage skirting and (p) crowd control stanchions (q) deluxe barstool, and ( r ) raffle barrel, as needed, in the buildings referred to in "2" below and at other locations throughout the Fairgrounds, and

2. providing, installing, maintaining and removing pipe and drape for approximately five hundred (500) exhibit/concession spaces, each space approximately 10'x10', with an 8' back and 3' sides, in the buildings/spaces identified as the Center of Progress, Horticulture, Art & Home, International, Science & Industry and Flea Market.

A list of the decorating items used during the 2010 State Fair is provided for informational purposes, as it is anticipated that a similar number of items will be used in 2011 and future years.

All decorations, material and equipment furnished by the successful bidder shall be of good quality without visible damage or repair, clean and new, or equivalent condition, and shall be maintained in that condition, reasonable wear and tear excepted, from installation until removal. All decorations provided by the successful bidder shall be jointly inspected and inventoried by the bidder's representative and a representative of the Department upon entry to the Fairgrounds. The Department shall retain all signed and dated individual inventory sheets and no payment will be made for the provision of any item in excess of the total quantity of that item listed upon the inventory sheet. The successful bidder shall be physically present and "on-call" during the New York State Fair and shall respond to requests for decorations, decorating service, repair, replacement and cleaning within one (1) hour from receipt of the request.

The replacement cost of any item provided to the Department by the successful bidder which is damaged by the Department beyond the reasonable cost of repair, which shall mean that the cost of the repair is seventy-five (75%) or less than the replacement cost of the item, or any item not returned to the successful bidder, may be paid by the Department to the successful bidder *provided that* (i) the item has been specifically identified upon delivery on an inventory sheet provided by the successful bidder to the Department; (ii) the inventory sheet has been verified as accurate by a representative of the Department and bears the representative's dated signature (initials are not acceptable); (iii) the installed location of the damaged or missing item is noted in the inventory sheet, and (iv) the item is specifically identified by a Department representative as damaged or missing and the Department representative's dated signature is placed next to each item identified as damaged or missing. Any payment made shall not exceed the actual cost of the replacement item which shall be of the same kind and quality as the damaged or missing item.

## **Term**

The contract will be for a three (3) year Term beginning on July 1, 2011 and ending on June 30, 2014.

## **Schedule**

The pipe and drape in all buildings/spaces, gate flags and other decorations and decorating, except bunting, tie downs, building flags and miscellaneous signs, shall be completed on or before August 1 of each calendar year during the Term of the contract. All remaining decorating shall be completed on or before August 10 of each calendar year during the Term of the contract.

## **Storage During State Fair**

The Department will provide an outdoor location of an agreed upon size, conveniently located on the State Fairgrounds during each State Fair held during the Term of the contract. The successful bidder shall inform the Department within five (5) business days after notification of award of the space requested. The successful bidder is solely responsible for providing all storage facilities and for the cost of all utility connections, if any. The space provided shall be available not later than August 1 and shall be vacated by the successful bidder not later than September 10 in each calendar year during the Term of the contract.

## **Invoices & Payments**

The Department will provide to the successful bidder a list of Department employees authorized to order decorations and request decorating services. The successful bidder must submit a signed copy of each order placed by an authorized Department employee with each invoice requesting payment for work performed under the contract. Any questions regarding billing should be directed to Martha Carpenter @ (315) 487-7711 Ext. 1215. Payment shall be made by the Department only after receipt and approval of itemized invoice(s) submitted by the successful bidder.

Payments for invoices submitted by the successful bidder shall only be rendered electronically unless payment by paper check is expressly authorized by the Department, in the Department'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 Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at 518-474-4032. The 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 Department has expressly authorized payment by paper check as set forth above.

## **Irrevocable Letter of Credit**

The successful bidder will be required to provide an irrevocable letter of credit for the benefit of the Department in the amount of \$25,000.00 to become effective upon award of the contract. The letter of credit must cover the Term of the contract, to assure satisfactory performance of the contract.

## **Minimum Qualifications**

1. A bidder shall demonstrate that the bidder is currently operating as a decorator and providing decorations and decorating services similar to those sought by this invitation and has done so continuously during the three (3) calendar years immediately preceding submission of its bid, and
2. A bidder shall demonstrate that it has billed and received payment for work the same as, or similar to, that sought by this invitation in the aggregate amount of \$75,000.00 in each year of the three (3) calendar years immediately preceding submission of its bid.
3. A bidder shall provide the name, address, contact person, telephone number for the three (3) most recent customers for which the bidder has provided decorations and decorating service, the dates and location where the bidder provided the decorations and decorating service and the amount of the billing to each customer. The Department reserves the right to contact any or all of those customers to verify the information the bidder provides and ask for positive and negative references.

## **Bid**

All bids must be submitted on the "Bid Form" attached to this invitation. Bidders must provide a per-unit cost for each item.

For Group 1, Fairtime Decorations, submit the cost for each item, and a replacement cost. *Each bidder must submit a cost for every item.* Do not leave the cost of an item blank. If there is no cost for an item because the item is included with another item, for example, a 4' table with linen, put a \$0 in the "linen for 4' table" item.

For Group 2, Fairtime Pipe and Drape, submit the unit cost for one (1) complete booth, 10'x10' with an 8' high rear panel and two (2) 3' high side panels.

## **Award**

The award will be made to a responsible bidder submitting the lowest aggregate cost determined by multiplying the per-unit cost offered in Group 1 by the number of items used in 2010 (for those items not used in 2010, the bid price per each unit will be multiplied by a factor of 1), added to the sum of the per-unit cost offered in Group 2 multiplied by 500 units.

## **Reservation of Rights**

The Department reserves the right to:

- Reject any or all bids received with respect to this invitation;
- Decline to award a contract from this invitation;
- Require clarification from any bidder to assure a full understanding of the responsiveness to the requirements of the invitation;
- Waive or modify minor irregularities in bids received;
- Request from a bidder additional information deemed necessary to more fully evaluate its bid or absent required forms. Bidders will have three (3) business days to respond to the request;
- Amend this invitation after its release, with appropriate written notice posted on the Department's website, and;
- Negotiate with any or all bidders within the bid requirements, in the best interest of New York State.

## **Notification of Award**

The Department will notify the selected bidder verbally, followed by a written confirmation. Unsuccessful bidders will be notified in writing by the Department within ten business days after the award.

## **Debriefing – Protest**

Pursuant to section 163(9)(c) of the State Finance Law, an unsuccessful bidder has the right to a debriefing. An unsuccessful bidder must request a debriefing within thirty (30) days from the date of the notification of the Award. To request a debriefing an unsuccessful bidder should contact Emma Graham, Division of Fiscal Management, in writing or via e-mail at [emma.graham@agmkt.state.ny.us](mailto:emma.graham@agmkt.state.ny.us).

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

## **New York Law**

The provisions of New York law shall apply to the contract and to all claims, actions and other proceedings arising out of the contract.

## **Approvals**

The contract shall be subject to the approval of the Attorney General of the State of New York and the Comptroller of the State of New York.

## **NYS Standard Vendor Responsibility Questionnaire**

The bidder shall fully and accurately complete the Vendor Responsibility Questionnaire, (hereinafter the "Questionnaire"). The bidder acknowledges that the Department's execution of the Contract will be contingent upon the Department's determination that the bidder is responsible, and that the Department will be relying upon the bidder's responses to the Questionnaire in making that determination. If it is found by the Department that the bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Department may terminate the contract by providing ten (10) days written notification to the contractor. In no case shall such termination of the contract 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: Bidders 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](http://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](mailto: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](http://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 contract awarded and the successful bidder 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 bidder 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](http://www.tax.state.ny.us/forms/sales_cur_forms.htm#Other%20Sales%20Tax%20Forms).

The successful bidder 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 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. 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](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 contract 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. Bidders must sign the related certification of non-discrimination at

<http://www.ogs.state.ny.us/procurecouncil/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/bidder during the procurement process. (See Attachment 8 - "Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence".) An offeror/bidder is restricted from making contacts from the earliest notice of intent to solicit bids/bids 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/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four year period, the offeror/bidder 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 Bid:

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

### **Non-Collusive Bidding Certification**

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

### **Contract Termination**

This provision authorizes the Department to terminate its contract 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 contract termination is proposed, you will be notified and given an opportunity to explain why you believe the contract should not be terminated.

### **Workers' Compensation & Disability Benefits Insurance**

Pursuant to sections 57 and 220 of the State's Workers' Compensation Law, no State agency may enter into a contract with a vendor until the vendor produces proof that it has secured Workers' Compensation and Disability Benefits Insurance. Bidders must include, as part of their bid, a C-105.2 form and a DB-120.1 form completed and certified by their insurance carrier, attesting to the existence of proper insurance coverage. The insurance coverage must be under the company name, federal employer identification number and policy number issued to the Bidder. New York State does not accept ACORD forms. Please see the Workers' Compensation Board's website at [www.wcb.state.ny.us](http://www.wcb.state.ny.us) for more information.

### **Restrictions on Communications with Department of Agriculture and Markets and Division of the State Fair Staff**

Bidders shall make no unsolicited contact with any Department or Division personnel regarding this Bid, except that Bidders may contact Emma Graham in writing or by email at [emma.graham@agmkt.state.ny.us](mailto:emma.graham@agmkt.state.ny.us).



**Cost Liability**

The State of New York, the Department and the Division assume no responsibility or liability for costs incurred by the Bidders in preparing and submitting their bids in response to this Bid.

**Freedom of Information**

The selected Bidder's bid and any contract resulting from this Bid are subject to the provisions of New York's Freedom of Information Law, Public Officers Law, Article 6. The selected Bidder's financial and proprietary business information will be received and accepted as confidential information and not subject to disclosure.

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**BID SHEET**  
**Decorations & Decorating Services - 2011**

All bids must be submitted on this sheet.

**Group 1 - Fairtime Decorations**

Item #	Description	Unit of Measure	Quantity Used 2010	Total Bid Per Unit of Measure
1	bunting - red, white & blue - 3'x5'	each	93	
2	carpeting	sq foot	0	
3	ceiling decorations - 48"h x 3'd stars/drape for ceiling of coliseum	each	8	
4	pennants for ceiling of coliseum (120' section)	each	24	
5	ceiling decorations - plastic pennant strings	100' section	30	
6	chairs - folding plastic/metal	each	2	
7	chairs - padded	each	0	
9	coat racks - rolling	each	0	
10	coat racks - stationary	each	3	
11	coliseum box seat dividers	each	28	
12	drape (including pipe) - 12'	feet	108	
13	drape (including pipe) - 3'	feet	280	
14	drape (including pipe) - 8'	feet	2345	
15	flags for gates/bleachers in individual colors of red, white & blue (including poles & brackets) - 2'x3'	each	87	
16	flags for roof tops (including various sized poles & brackets)	each	0	
17	hourly rate for misc services	per hour	2	
18	linen - 120" round	each	30	
19	linen - 90" round	each	4	
20	linen for 4' table	each	0	
21	linen for 6' table	each	0	
22	linen for 8' table	each	0	
23	stage - 4'x8' carpeted risers with removable toe rails	each	0	
24	stage - 4'x8'x8' platforms w/ carpet	each	6	
25	stage - portable with side steps and handrail - 40x24x24	each	0	
26	stage - weather drapes for side wings to Talent Showcase	each	1	
27	stage - weather drapes to protect sound equipment at Chevy Court	each	1	
28	stage backdrop - 12'	feet	60	
29	stage backdrop - 12' black velour	feet	0	
30	stage backdrop - 8'	feet	0	

31	stage backdrop - 8' black velour	feet	0	
32	stage platforms - 18'x24'x24'	each	0	
33	stage skirting 30"	each	0	
34	stanchions - barriers with sign holders	each	0	
35	stanchions - chrome	each	36	
36	stanchions - crowd control rope	feet	270	
37	table - 30"h cocktail	each	4	
38	table - 4' draped	each	3	
39	table - 40"h cocktail	each	37	
40	table - 48" round	each	1	
41	table - 4'x24" - plain for flower show	each	0	
42	table - 6' draped	each	20	
43	table - 8' draped	each	14	
44	table - 8'x24" - plain for flower show	each	8	
45	table - umbrella	each	10	
46	table topped w/ white vinyl - 4'	each	0	
47	table topped w/ white vinyl - 6'	each	0	
48	table topped w/ white vinyl - 8'	each	0	
49	Deluxe Bar Stool	each	31	
50	Raffle Barrel	each	1	

**Group 2 - Fairtime Pipe and Drape for 10' x 10' Exhibit/Concession Spaces**

	Description	Unit of Measure	Quantity Used 2010	Total Bid per Unit of Measure
51	# Of Booths - Fairtime (locations noted below)	each	482	

Bidder Name \_\_\_\_\_

Contact Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**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 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' procedures regarding permissible Contacts as required thereby.

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: \_\_\_\_\_

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

Name of Offeror: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

## **Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence**

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005 (collectively referred to as the “Lobbying Law”), makes major changes to the Legislative Law and State Finance Law relative to lobbying on government procurements. More specifically, the Lobbying Law creates two new sections in the State Finance Law: Section 139-j addresses the disclosure on “contacts” during the procurement process; and Section 139-k addresses the disclosure of contacts and the responsibility of Offerors<sup>1</sup> 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 period<sup>2</sup> 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 a 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
- communications 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

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<sup>1</sup> 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.

<sup>2</sup> 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).



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 Department'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 Department's Certification of Compliance is attached as Form 3.);
- 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 Vendor 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 new 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.

**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**

## MACBRIDE FAIR EMPLOYMENT PRINCIPLES

### STIPULATION

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.

**PLEASE READ AND INITIAL EITHER STATEMENT #1 OR STATEMENT #2.  
DO NOT INITIAL BOTH STATEMENTS.**

\_\_\_\_\_ 1. The Contractor, and any individual or legal entity in which the Contractor holds a 10% or greater ownership interest and any individual or legal entity that holds a 10% or greater ownership interest in the Contractor has no business operations in Northern Ireland.

\_\_\_\_\_ 2. The Contractor, and any individual or legal entity in which the Contractor holds a 10% or greater ownership interest and any individual or legal entity that holds a 10% or greater ownership interest in the Contractor shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles and shall permit the independent monitoring of their compliance with such principles.

Dated:

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 -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

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

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

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

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

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

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

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

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

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

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