

New York State Department of Agriculture and Markets

INVITATION FOR BIDS

TRASH REMOVAL AND DISPOSAL

New York State Fairgrounds

The New York State Department of Agriculture and Markets (Department) operates the New York State Fairgrounds year-round and presents the annual New York State Fair at the State Fairgrounds in Syracuse, New York for a twelve day period ending on Labor Day each calendar year.

The purpose of this invitation is to retain a contractor to remove trash, including office waste, mixed waste, municipal solid waste, cardboard only and construction and demolition from the property known as the New York State Fairgrounds, Town of Geddes, Onondaga County (Syracuse) New York.

Bids must be received in hand by the Department no later than **3:00 pm** local time on April 26, 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 one (1) copy of your bid. Bids may not be submitted electronically, or 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, and received no later than April 12, 2011. No telephone inquiries will be accepted. All questions and answers will be posted on the Department's website, www.agmkt.state.ny.us in the "Funding Opportunities" section. Answers will be posted as quickly as possible, but no later than April 15, 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 under "Funding Opportunities". All bidders are responsible for keeping informed of any revisions to this invitation.

Bid Schedule

Invitation Issued – April 5, 2011
Last Date for Inquiries – April 12, 2011
Responses to Inquiries – April 15, 2011
Bids Due – April 26, 2011
Selection within 30 days

Scope of Services

The selected bidder shall, as determined by the Department, provide, locate, maintain, empty and re-locate trash collection compactors and receptacles; provide and operate a rear load truck compactor truck; and provide 96 gallon Toters (or equivalent) and Toter lifts (or equivalent).

A. Trash Receptacles

The selected bidder shall remove trash, including office waste, mixed waste, municipal solid waste, cardboard only and construction and demolition, from the New York State Fairgrounds (Fairgrounds) throughout the Term of the contract.

Service shall be available every day, including Saturday, Sunday and all legal holidays. Service levels will depend upon the number of events and number of visitors to the Fairgrounds and will peak in August and September of each calendar year when the annual New York State Fair (State Fair) is held. During the State Fair each trash receptacle shall be emptied daily, or more often if the receptacle(s) is full. At other times throughout the calendar year, trash receptacles shall be emptied within twelve hours from notification by the Department that a receptacle(s) is full.

All trash receptacles and equipment shall remain the property of the selected bidder, who shall be responsible for, at the bidder's sole cost, maintenance, repair, cleaning and sanitizing of all bidder-provided equipment. All trash receptacles shall be clearly marked with the receptacle's capacity, tare weight and a unique identification number.

B. Trash Truck and Driver

Preceding and following each State Fair held during the Term of the contract, the selected bidder shall provide one (1) rear loading compactor truck, with a minimum capacity of 25 cubic yards, and driver, for use as required by the Department, prior and subsequent to each annual State Fair held during the Term of the contract.

C. Toters (or equivalent) and Lifts

For use by the Department during each State Fair held during the Term of the contract, the selected bidder shall furnish 96 gallon Toters, or equivalent, and Toter lifts. Toters, or equivalent, and lifts shall remain the property of selected bidders.

D. Cardboard Recycling

The selected bidder shall pay to the Department the per ton value received from cardboard recycling **after** deduction of the bidder's cost of processing and delivery of cardboard to a cardboard recycler or purchaser. The value of cardboard shall be determined by the Official Board Market Yellow Sheet market pricing, adjusted monthly and indexed to the "Transacted Paper Stock Prices" for old corrugated containers (OCC 11), Buffalo value high.

Work Specifications

The selected bidder shall provide the following:

1. Trash Receptacles

A. Open Top Containers
30 yard

B. Multicycle Compactors – 3 phase, 208 volts

8 yard

35 yard

2. Trash Truck and Driver

One (1) rear loading compactor truck, minimum 25 cubic yard capacity, with driver.

3. Toters (or equivalent) and Lifts

Ninety-six (96) gallon capacity

Four (4) Lifts for Toter, or equivalent

4. Quantities, Sizes, Locations and Placement

The Department will inform the selected bidder of the quantities, sizes and locations of required trash receptacles on or before the fifteenth (15th) day of the month preceding the month in which the receptacles are required. The selected bidder shall complete

receptacle placement not later than the close of business on the last business day preceding the first day of the month in which the receptacles are required.

5. Maintenance, Cleaning and Sanitation

The selected bidder shall maintain, repair, replace if necessary, clean and sanitize all receptacles and compactors. Repair and replacement, if required, shall be completed within twenty four (24) hours after notification is received from the Department, **except** during the State Fair when the selected bidder's service personnel shall arrive at the Fairgrounds within one (1) hour from notification and, if repair is not possible to complete within three (3) hours, the selected bidder shall replace the receptacle, compactor or lift.

All receptacles shall be rinsed and sanitized prior to being located on, or returned to, the Fairgrounds.

6. Placement, Removal, Relocation

Except during the State Fair when all receptacles shall be emptied and relocated daily by the selected bidder, the selected bidder shall empty and relocate receptacles within twelve (12) hours of receipt of notification from the Department. The selected bidder shall provide this service Monday through Friday between the hours of 7:30 am and 3:30 pm.

7. Documentation of Service

(a) (i) Initial placement of all receptacles and compactors, at locations determined by the Department, shall be documented by the Department and the selected bidder. Documentation shall include receptacle and compactor size, location, capacity, tare weight if applicable, identifying number, description of condition and verification of operation.

(ii) Initial delivery of Toters (or equivalent) and lifts shall be documented by the Department and selected bidder. Documentation shall include the quantity and identification number of each Toter (or equivalent) and the quantity, identification number, location and verification of operation of each lift.

(iii) All initial documentation shall be signed and dated by a representative of the selected bidder and the Department.

(b) The selected bidder shall document the provision of service:

(i) **other than** during the State Fair by delivery to the Maintenance Office **before** removal of any receptacle, a copy of a "pull ticket" or similar document identifying the selected bidder, the date and time, the selected

bidder's driver's name and commercial driver's license number, the truck number and truck license tag number and the location of the receptacle to be emptied.

Upon relocation of the receptacle, the selected bidder's driver shall deliver to the Maintenance Office a copy of the scale ticket or similar document obtained from the facility where the receptacle was emptied showing the name and physical location of the facility, the date and time of weighing, identification on the ticket of the vehicle weighed and the weight of the truck, and

(ii) during the State Fair by providing the information set forth in (i) above **except** that documentation for service provided shall be delivered together to the Maintenance Office by 12:00 pm of the day following the day service was provided.

Payment for Services

The Department will pay monthly for services provided by the selected bidder in the preceding month *provided that* the selected bidder submits an itemized invoice to the Department not later than the fifth day of the month showing the dates, times and locations of receptacles serviced and a copy of the invoice provided to the selected bidder from the disposal location operator showing the disposal fee charged for each receptacle emptied.

The selected bidder will be reimbursed for the disposal, or "tipping", fee at actual cost.

If the itemized invoice contains any charges which are not supported by the documentation set out above, the Department will reduce the total invoice amount by the amount of the undocumented charges and pay the invoice in the reduced amount.

Payment for invoices submitted by the selected 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 selected 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, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. The selected 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.

Term

The contract shall be for a Term of three (3) years beginning on May 1, 2011 and ending on April 30, 2014.

Insurance

The selected bidder shall secure from a company licensed to do business in New York State public liability insurance in the amount of \$5,000,000.00 per occurrence single limit bodily injury and property damage. The New York State Department of Agriculture and Markets must be named as additional insured. The certificate of insurance must be provided to the Department within five (5) business days from notification of award.

Minimum Qualifications

To submit a bid, a bidder must demonstrate that:

1. The bidder is currently providing and has, for the past five (5) calendar years, provided trash removal and disposal services similar to those sought by this invitation for bids.
2. The bidder is presently licensed, permitted or authorized by each regulatory agency or jurisdiction having authority over the trash removal and disposal services sought by this invitation for bids.
3. The bidder has provided trash removal and disposal services similar to those sought by this invitation for bids having a billed value to at least one customer of \$100,000.00 or more in a consecutive twelve (12) month period.

Bid

FOR INFORMATIONAL PURPOSES ONLY

In the past three years the Fair has disposed of:

(a) An average of 39 tons of trash each month ***excluding*** trash generated by the annual State Fair. This required the year-round use of three (3) eight (8) yard multiple cycle compactors, seven (7) thirty-five (35) yard multiple cycle compactors and occasional use of thirty (30) yard roll-offs.

(b) An average of 414 tons of trash, from approximately August 15 to September 15, generated by each State Fair. This required that the above equipment be

supplemented with seven (7) additional thirty-five (35) yard multiple cycle compactors and fifteen (15) to twenty (20) additional thirty (30) yard open top roll-offs.

(c) After initial location, in one twelve (12) month period, including the State Fair, the eight (8) yard multiple cycle compactors are hauled, each haul including removal, emptying, cleaning as necessary and relocation approximately fifty (50) times, the thirty-five (35) yard multiple cycle compactors are hauled approximately one hundred thirty five (135) times and the thirty (30) yard open top receptacles are hauled approximately one hundred thirty (130) times.

(d) The rear loading compactor truck with driver was used three (3) days prior to and for three (3) days after the annual State Fair.

(e) Toters and lifts have not been used at any time in the past.

The Department makes no representation that past service levels indicate the level of service to be provided during the Term of the contract.

USE THE BID SHEET ATTACHED TO THIS INVITATION FOR BIDS. DO NOT INCLUDE THE TIPPING FEE IN YOUR COST.

For each year of the three (3) year Term of the contract state:

1. The cost of providing, removing, emptying and relocating each size and type of receptacle;
2. The cost per hour, including the driver, for one rear loading compactor truck with a minimum capacity of 25 cubic yards;
3. (a) The unit rental cost for each Toter (or equivalent) and
(b) The unit rental cost for each lift.

The Grand Total of all years will constitute your bid. The lowest bid will be awarded the contract.

Taxes

The Department of Agriculture and Markets, is exempt from all federal state and local taxes.

Award

The award will be made to a qualified, responsible bidder submitting the lowest bid.

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 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.

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, 11th 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 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 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.

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.

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/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/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

Judy Giovannetti
Division of Fiscal Management
Telephone: (518) 457-6172
Fax: (518) 485-7750
E-mail: 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. If you are the successful bidder the certification will be provided to you.

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 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.

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. .

New York State Department of Agriculture and Markets

Bid Sheet

TRASH REMOVAL AND DISPOSAL
NEW YORK STATE FAIRGROUNDS

TRASH RECEPTACLES and COMPACTORS

| | 2011-2012 | 2012-2013 | 2013-2014 |
|------------------|---------------------|---------------------|---------------------|
| 30 yard open top | | | |
| monthly rental | _____ x 24 = _____ | _____ x 24 = _____ | _____ x 24 = _____ |
| haul one time | _____ x 130 = _____ | _____ x 130 = _____ | _____ x 130 = _____ |

| | | | |
|----------------------------------|---------------------|---------------------|---------------------|
| 35 yard multiple cycle compactor | | | |
| monthly rental | _____ x 91 = _____ | _____ x 91 = _____ | _____ x 91 = _____ |
| haul one time | _____ x 135 = _____ | _____ x 135 = _____ | _____ x 135 = _____ |

Date: _____

Bidder: _____

Authorized Representative: _____
(Signature)

(Print Name)

New York State Department of Agriculture and Markets

Bid Sheet

TRASH REMOVAL AND DISPOSAL
NEW YORK STATE FAIRGROUNDS

TRASH RECEPTACLES
and COMPACTORS

| | 2011-2012 | 2012-2013 | 2013-2014 |
|---------------------------------|--------------------|--------------------|--------------------|
| 8 yard multiple cycle compactor | | | |
| monthly rental | _____ x 24 = _____ | _____ x 24 = _____ | _____ x 24 = _____ |
| haul one time | _____ x 50 = _____ | _____ x 50 = _____ | _____ x 50 = _____ |

Date: _____

Bidder: _____

Authorized Representative: _____
(Signature)

(Print Name)

New York State Department of Agriculture and Markets

Bid Sheet

TRASH REMOVAL AND DISPOSAL
NEW YORK STATE FAIRGROUNDS

TRASH TRUCK and DRIVER

2011-2012

2012-2013

2013-2014

In the space provided put the **hourly** cost for providing one rear loading compactor truck, minimum twenty-five (25) yard capacity, with driver.

_____ x 48 hours = _____
per hour

_____ x 48 hours = _____
per hour

_____ x 48 hours = _____
per hour

TOTERS (or equivalent) and LIFTS

In the space provided put the rental cost of **one** Toter (or equivalent) for use during the per unit State Fair; not more than 300 Toters (or equivalent) will be required.

_____ x 300 units = _____
per unit

_____ x 300 units = _____
per unit

_____ x 300 units = _____
per unit

Date: _____

Bidder: _____

Authorized Representative:

(Signature)

(Print Name)

New York State Department of Agriculture and Markets

Bid Sheet

TRASH REMOVAL AND DISPOSAL
NEW YORK STATE FAIRGROUNDS

TRASH TRUCK and DRIVER

2011-2012

2012-2013

2013-2014

In the space provided put the rental cost of **one** Toter (or equivalent) lift for use during per unit the State Fair; not more than 10 will be required.

_____ x 10 units = _____
per unit

_____ x 10 units = _____
per unit

_____ x 10 units = _____
per unit

Date: _____

Bidder: _____

Authorized Representative: _____
(Signature)

(Print Name)

**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' 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 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 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 made to the Attorney General, Inspector General, District Attorney, or State Comptroller.

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).

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, licenser, licensee, lessor, lessee or any other party):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and

subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

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

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

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

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

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