



**Justice Center for the
Protection of People
with Special Needs**

REQUEST FOR PROPOSALS

SURROGATE DECISION-MAKING COMMITTEE (SDMC) PROGRAM

**State of New York
Justice Center for the Protection of People with Special Needs
161 Delaware Avenue
Delmar, New York 12054**

Contract Period: November 1, 2015 – October 31, 2020

I. BACKGROUND

The Justice Center for the Protection of People with Special Needs (the Justice Center), located at 161 Delaware Avenue, Delmar, New York 12054, administers the Surrogate Decision-Making Committee (SDMC) program for New York State. The SDMC program obtains informed consent for non-emergency major medical care procedures and in some cases end-of-life decision making by or on behalf of persons with mental disabilities, living in State-operated or State-licensed mental hygiene residential programs, who have no legal surrogates.

Through the Request for Proposals (RFP) process, the Justice Center wishes to establish contracts that will cover the five-year period November 1, 2015 through October 31, 2020 to provide SDMC administrative support services for the following regions:

1. Central/Broome Region

The Central/Broome Regional Office will serve Broome, Cayuga, Chenango, Cortland, Delaware, Herkimer, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Tioga and Tompkins Counties. Funding for the contract's first twelve-month term (November 1, 2015 – October 31, 2016) will be \$62,000.

2. Capital District/Taconic Region

The Capital District/Taconic Regional Office will serve Albany, Columbia, Dutchess, Fulton, Greene, Montgomery, Putnam, Rensselaer, Saratoga, Schenectady, Schoharie, Ulster, Warren & Washington Counties. Funding for the contract's first twelve month term (November 1, 2015 – October 31, 2016) will be \$98,500.

3. Finger Lakes Region

The Finger Lakes Regional Office will serve Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Wyoming and Yates Counties. Funding for the contract's first twelve month term (November 1, 2015 – October 31, 2016) will be \$40,000.

4. Long Island/Brooklyn/Queens Region

The Long Island/Brooklyn/Queens Regional Office will serve Kings, Nassau, Queens and Suffolk Counties. Funding for the contract's first twelve month term (November 1, 2015 – October 31, 2016) will be \$87,000.

5. New York City/Hudson Valley Region

The New York City/Hudson Valley Regional Office will serve Bronx, New York, Orange, Richmond, Rockland, Sullivan and Westchester Counties. Funding for the contract's first twelve month term (November 1, 2015 – October 31, 2016) will be \$91,500.

6. Western Region

The Western Regional Office will serve Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara and Orleans Counties. Funding for the contract's first twelve month term (November 1, 2015 – October 31, 2016) will be \$40,000.

The successful bidder for each region will be a dispute resolution center or not-for-profit agency and geographically located within the specified region.

Funding/Payment

Payment will be fixed annual amounts, paid in four installments each contract year. Payments will be made within 30 days upon review and approval of the submitted report, as described below.

The contractor will submit a report listing the cases that were processed during the previous period. The reports are due on the following due dates:

Report for the Period	Due Date
November 1 – December 31	January 10
January 1 – March 31	April 10
April 1 – June 30	July 10
July 1 – October 31	November 10

Payment for subsequent terms, after the contract's first twelve month term (November 1, 2015 – October 31, 2016), will be based on available program funds.

II. RFP ADMINISTRATIVE DETAILS

A. General Information

This RFP is designed to procure administrative support services for Justice Center's SDMC program in the above listed regions. These contracts will be awarded to not-for-profit agencies and/or dispute resolution centers.

Prospective bidders must submit three (3) copies of their proposal by **August 17, 2015 - 2:00 pm**. All proposals must be submitted in sealed envelopes that include the following information on the envelope's front:

Thomas Fisher, SDMC Director
SDMC RFP – August 17, 2015 – 2:00 pm
NYS Justice Center for the Protection of People with Special Needs
401 State Street
Schenectady, NY 12305

Failure to properly identify the proposal envelope will result in premature opening and disqualification of the proposal.

B. Pre-Bid Inquiries

Questions or requests for clarification regarding the RFP should be submitted via email, citing the RFP page and section, by 12:00 P.M. ET on July 27, 2015 to jc.sm.contracts@justicecenter.ny.gov. **Questions will not be accepted orally** and any question received after the deadline may not be answered. The comprehensive list of questions/requests for clarifications and the official responses will be posted to the Justice Center's website by cob August 3, 2015.

C. Liability

The Justice Center will not be held liable for any costs incurred by any bidders for work performed in the preparation and production of a proposal or for any work performed prior to the formal execution of a contract.

The Justice Center reserves the right to:

1. Reject any or all proposals received in response to this RFP.
2. Waive or modify minor irregularities in proposals received after prior notification and with concurrence of the bidder.
3. Use any and all ideas submitted in the proposals received, unless ideas are covered by legal patent, copyright or proprietary rights.
4. Adopt all or any part of a bidder's proposal in selecting the optimum service arrangement.
5. Amend the RFP requirements after release.

D. Amendments to the RFP

Amendments to this RFP may be necessary prior to the closing date and will be published on the Justice Center's website.

E. Schedule of Events

Date	Event
July 7, 2015	Issuance of Request for Proposals
July 27, 2015 – 12:00 PM ET	Inquiries Due
August 3, 2015	Justice Center’s Response to Inquiries
August 17, 2015 – 2:00 PM ET	Proposal Submission Deadline
On or About September 1, 2015	Evaluation and Selection
November 01, 2015	Contract Start Date

F. Notice of Award

The Justice Center will notify the selected and non-selected bidders in writing.

G. Ownership of Proposal

The Justice Center will consider any and all materials submitted by bidders as the property of the Justice Center, and those materials will not be returned.

H. Sole Source Responsibility

The vendor submitting the proposal must assume full responsibility for all services offered in the proposal. No subcontracting will be permitted without the express written approval of the Justice Center.

I. Financial Stability

The bidder must include an annual report for the previous year and the most recent audited financial statement. In addition, if the bidder plans to have the revenues from this contract assigned to any bank or any other institution, the reason for such assignment must be specified and the assignee designated.

J. Contractual Information

Following selection of the successful bidder, the Justice Center and the vendor will negotiate and conclude a contract, subject to the approval of the Attorney General’s Office and the Office of the State Comptroller (to include standard State requirements – See attached Standard Clauses for State Contracts – Appendix A).

The negotiations will include, but will not be limited to, the items listed below:

1. Terms and conditions
2. Description of services
3. Standards of performance
4. Special conditions on use of equipment, if any
5. Contractor's liability
6. New York State's obligations
7. Termination rights (in the event of unsatisfactory or inadequate service based on the contractual agreement)

In the event that the Justice Center and the selected bidder, after a reasonable length of time, are unable to conclude a mutually satisfactory contract, the Justice Center reserves the right to terminate negotiations and select another qualified vendor from among those that have submitted proposals or to elect to re-bid the proposal.

K. Additional Requirements

The Vendor Responsibility Questionnaire included in this RFP's application packet is to be completed and returned with your proposal.

III. RFP SPECIFICATIONS

A. Scope

This section of the RFP discusses the SDMC program's administrative support service requirement activities to be performed under the contract. SDMC program administrative support responsibilities include:

1. Assigning the client's application for treatment to a panel, identifying panel members and contacting panel members to arrange the hearing and informing them of the time, place and date of hearing;
2. Copying all application materials and mailing the applications and other necessary case material to panel members and other involved parties;
3. Answering questions and resolving problems regarding hearing procedures;
4. Ensuring the presence of individuals at hearing from whom panel members wish to take testimony;
5. Providing technical assistance at hearings;
6. Recording panel hearings and sending hearing records to the Justice Center;
7. Mailing the result of the panel determinations to individuals required to receive such notice;

8. Providing notice of the right to appeal the panel's determination as necessary;
9. Reimbursing panel members for necessary, hearing-related expenses;
10. Preparing data entry forms and transmitting this information to the Justice Center; and,
11. Promoting public awareness of the SDMC program, including assisting in the recruitment of panelists.

B. Bid Specification

1. Bidding will be on a five-year basis, in accordance with the contract period.
2. Vendors must have access to a quality, high-volume photocopier machine in a secure setting, as this program requires substantial photocopying of confidential documents. Vendor must have computer capabilities including Windows and Microsoft Office Suite, email and high-speed internet access. Vendor must have conference call capability and a high-quality, high-volume fax machine.
3. As provided by Legislation, the Justice Center will retain responsibility for appointing and training all SDMC panel members, reviewing all client medical/consent declarations, maintaining hearing records and overseeing panel activities.
4. Proposals should be submitted in the format detailed in the attached Application Outline.

IV. RATING SCALE/SCORING STANDARDS

The following scoring standards will be used by the Justice Center in determining the bidders to be selected for these contracts:

1. **Project Accessibility (25 points):** The ability of the applicant to demonstrate a geographic presence throughout the catchment area covered by the contract, and the extent to which this geographic presence will benefit the SDMC program.
2. **Project Description (25 Points):** The extent to which the applicant can satisfactorily demonstrate its ability to provide the SDMC program with administrative support services.
3. **Budget (20 points):** The extent to which the applicant demonstrates an ability to maximize the resources made available by the Justice Center to further the goals of the program. For the budget form, refer to the Attachment B.
4. **Agency Background and Capacity (10 Points):** The ability of the applicant to describe its experience with programs operated and reimbursed on a case-specific basis and how this record demonstrates an ability to effectively fulfill the application requirements.

5. **Organizational Structure (10 Points):** The extent to which the applicant demonstrates how SDMC program functions will be integrated into the ongoing work of the agency to ensure effective implementation.
6. **Technical Support Availability (5 Points):** The ability of the applicant to satisfactorily demonstrate the availability of equipment required for the effective operation of the SDMC program including a high-volume copy machine, a high-volume/high-quality fax machine, a personal computer with Windows and Microsoft Office Suite, email and internet access, and conference call capability.
7. **Other Support Factors (5 Points):** The ability of the applicant to elicit support from other organizations in the region, publicize the SDMC program in the catchment region, and assist in the recruitment of volunteer SDMC panelists.

Method of Award

Proposals will be evaluated and contracts will be awarded in rank order, from highest to lowest, based on the above rating/scoring criteria. Proposals receiving a total score of 70 or below will be ineligible for contract award.

SURROGATE DECISION-MAKING COMMITTEE (SDMC) PROGRAM

APPLICATION COVER SHEET

General Information

A. APPLICANT AGENCY

Name _____

Address _____

Phone/Fax/Email _____

B. EXECUTIVE OFFICER

Name _____

Title _____

Phone/Fax/Email _____

C. FINANCIAL OFFICER

Name _____

Title _____

Phone/Fax/Email _____

D. CONTACT PERSON

Name _____

Title _____

Phone/Fax/Email _____

E. FEDERAL EMPLOYER IDENTIFICATION NUMBER (9 Digits) _____

F. CHARITIES REGISTRATION NUMBER (6 Digits) _____

G. REGION TO BE SERVED (Check one only for each proposal submitted):

Broome Central

Long Island/Brooklyn/Queens

Capital District/Taconic

New York City/Hudson Valley

Finger Lakes

Western

SURROGATE DECISION-MAKING COMMITTEE (SDMC) PROGRAM

APPLICATION OUTLINE

I. Application Cover Sheet (From Attached)

II. Applicant Background

A. Overall Purpose/Description of Organization

B. Overview of Services and Activities

C. Major Accomplishments

D. Organizational Structure

- Organizational Chart
- Governing board composition
- Description of dispute center network
- Description of subject areas in which dispute resolution services are provided
- Key agency staff, including resumes and job descriptions
- Projected number of staff to be assigned to the SDMC program and their locations
- Description of local agencies your organization interacts with that may assist in the implementation/operation of the SDMC program

E. Financial Status

- Sources and amounts of funding
- Most recent audited financial statement
- Annual Report for previous year

III. Funding Proposal

A. Description of general tasks to be performed and the procedures for performing proposed activities:

- Pre-hearing activities, objectives, time frames, and expected outcomes
- Hearing activities, objectives, time frames, and expected outcomes; and
- Post-hearing activities, objectives, time frames, and expected outcomes.

B. Catchment Area

As stated in the “Background” section of this RFP, the successful bidder for each region will be a not-for-profit agency including but not limited to community dispute resolution centers and geographically located within the specified region.

Explain how your organization will provide SDMC services throughout the catchment area associated with the region for which you are applying (include the location of offices available to the program and staff available at each site).

IV. Additional Requirements

The following form, included in the Application Packet, is to be completed and returned with the applicant's proposal:

- Vendor Responsibility Questionnaire

V. Proposal Evaluation

Refer to RFP which accompanies this Application Outline, for the Evaluation Criteria to be used in evaluating your application.

VI. Deadline for Proposal Submission

Proposals must be submitted in accordance with instructions in this RFP.

Attachment A

SURROGATE DECISION-MAKING COMMITTEE (SDMC) PROGRAM COMMUNITY DISPUTE RESOLUTION CENTER CONTRACT AGENCY

PROGRAM COORDINATOR RESPONSIBILITIES

Pre-Hearing

- Receive case paperwork from the Justice Center and check for completeness.
- Contact Declarant and/or facility and Mental Hygiene Legal Services (MHLS) to establish a tentative hearing date, time and location. All hearing sites must have conference call capability and be handicapped accessible. Check whether client will attend or needs to be visited by a panel member.
- Identify staff required for testifying, establish availability.
- Obtain or reserve hearing location. Create directions to location for hearing participants.
- Identify panel members, select panel Chairperson and, if necessary, arrange for panelist(s) to visit client. Set hearing date, confirm client, and testifying staff availability. Notify MHLS.
- Prepare the Justice Center Form 250, Notice of Hearing, assemble full and partial case packages, duplicate and mail to hearing participants and interested parties using mailing methods established by the Justice Center. Retain Certified Mail receipts and other proofs of mailing. Hand deliver case packages, when appropriate, and obtain signed receipt of declaration forms. Notify the Justice Center of hearing date, time, and location, and provide list of panel members via E-Mail.
- Prepare and duplicate the Justice Center Consent Forms 280 A, B, and C; Form 1, Opening Statement; Form 4, Voting sheet; Form 272, Procedure Outcome, and any other paperwork necessary for the administration of the hearing. If the hearing will be Chairperson-administered, mail to panel Chairperson and supply post-hearing return mailing materials.
- Confirm availability of client and staff testifying prior to hearing date. Advise staff regarding hearing procedures and case support materials they should bring. If client needed to be visited, confirm that a panel member did so.
- Be available to panel members as a local contact to aid in hearing attendance and to answer or direct to the Justice Center questions that arise regarding cases. Find replacements for panel members who become unavailable.

Hearings Administered by Program Coordinator

- Arrive at hearing location ahead of time and ensure room is properly set up. If necessary, inform security and information personnel of hearing location and participants expected. Post temporary signs directing participants to hearing room, if needed. Provide refreshments as necessary.

- Monitor arrival of panelists and each case's hearing participants. Contact missing participants and advise panel Chairperson regarding changes in order of cases heard, if necessary. Assist facility staff in providing maximum comfort for clients.
- Provide all necessary paperwork to panel Chairperson; tape-record hearing. Answer procedural questions and monitor hearing for correct procedure; establish phone communication with the Justice Center staff or other persons as requested by the panel to obtain timely, additional information. Obtain signatures and distribute appropriate consent forms.

Hearings Administered by Panel Chairperson

- Establish and maintain phone presence with hearing participants. Monitor hearing and be available to advise the panel Chairperson regarding hearing procedures. Contact and conference in the Justice Center staff or other persons as requested by the panel to obtain timely, additional information.

Post-Hearing

- Complete and mail to the Justice Center the SDMC database form, completed voting sheets, sign-in sheet, opening statement, copy of appropriate, signed consent, Form 280 A, B, or C, and copies of Form 250, Notice of Hearing, for each case heard. Return all Certified Mail receipts and other proof of notice materials. Mail to the Justice Center tape-recording of the hearing.
- Mail copies of the appropriate signed consent to all interested parties not present for the hearing.
- Maintain on file one full package for each case heard and all computer data files for a period determined by the Justice Center.

Other Responsibilities

- Maintain accurate listing of panel members, including availability restrictions and conflicts. When appropriate, keep performance notes and indications of panelist preferences. The Program Coordinator will act as the local liaison with panelists, regular contact with all panelists will be made, and good working relationships maintained.
- Maintain an ongoing and positive working relationship with all participants to the proceeding, including MHLS attorneys and their staffs.
- Maintain contact with local service providers and direct their requests for information and guidance in the SDMC process to the proper Justice Center personnel. Act as local liaison for the Justice Center outreach and training programs.
- Assist in recruitment of new panel members, panel and provider training, and promote public awareness of the SDMC program.

Attachment B

SURROGATE DECISION-MAKING COMMITTEE (SDMC) PROGRAM

BUDGET FORM

Region _____	Year 1	Year 2	Year 3	Year 4	Year 5
Personal Services					
- SDMC Coordinator					
- SDMC Assistance					
- Executive Director					
- Fringe _____%					
Non-Personal Services					
- Bookkeeping					
- Postage					
- Supplies					
- Volunteer Mileage					
- Reimbursements					
Other					

Total	\$	\$	\$	\$	\$

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

BUSINESS ENTITY INFORMATION					
Legal Business Name			EIN		
Address of the Principal Place of Business/Executive Office			<u>New York State Vendor Identification Number</u>		
			Telephone ext.		Fax
Email		Website			
Authorized Contact for this Questionnaire					
Name:			Telephone ext.		Fax
Title			Email		
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable)					
Type	Name	Type	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS					
1.0 Business Entity Type – Please check appropriate box and provide additional information:					
a) <input type="checkbox"/> Corporation (including PC)		Date of Incorporation			
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)		Date Organized			
c) <input type="checkbox"/> Limited Liability Partnership		Date of Registration			
d) <input type="checkbox"/> Limited Partnership		Date Established			
e) <input type="checkbox"/> General Partnership		Date Established		County (if formed in NYS)	
f) <input type="checkbox"/> Sole Proprietor		How many years in business?			
g) <input type="checkbox"/> Other		Date Established			
If Other, explain:					
1.1 Was the Business Entity formed in New York State?					<input type="checkbox"/> Yes <input type="checkbox"/> No
If “No,” indicate jurisdiction where Business Entity was formed:					
<input type="checkbox"/> United States		State _____			
<input type="checkbox"/> Other		Country _____			
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? <i>Note: Select ‘not required’ if the Business Entity is a General Partnership.</i>					<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required
If “No,” explain why the Business Entity is not required to be registered in New York State.					
1.3 Is the Business Entity registered as a Sales Tax vendor with the New York State Department of Tax and Finance?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Explain and provide detail, such as ‘not required,’ ‘application in process,’ or other reasons for not being registered.					

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

I. BUSINESS CHARACTERISTICS

1.4 Is the Business Entity a Joint Venture? <i>Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for the Business Entity comprising the Joint Venture.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.5 Does the Business Entity have an active Charities Registration Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter Number: _____ If exempt, explain: _____ If an application is pending, enter date of application: _____ Attach a copy of the application	
1.6 Does the Business Entity have a DUNS Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter DUNS Number _____	
1.7 Is the Business Entity's principal place of business/Executive Office in New York State? If "No," does the Business Entity maintain an office in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
Provide the address and telephone number for one New York Office.	
1.8 Is the Business Entity's principal place of business/executive office:	
<input type="checkbox"/> Owned <input type="checkbox"/> Rented Landlord Name (if 'rented') _____ <input type="checkbox"/> Other Provide explanation (if 'other') _____	
Is space shared with another Business Entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of other Business Entity _____ Address _____ City _____ State _____ Zip Code _____ Country _____	
1.9 Is the Business Entity a Minority Community Based Organization (MCBO)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.10 Identify current Key Employees of the Business Entity. Attach additional pages if necessary.	
Name	Title
1.11 Identify current Trustees/Board Members of the Business Entity. Attach additional pages if necessary.	
Name	Title

II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS

2.0 Does the Business Entity have any Affiliates? Attach additional pages if necessary (If no, proceed to Section III)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name	Position/Title with Affiliate	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

III. CONTRACT HISTORY

3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? If “Yes,” attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date, Contract End Date, and the Contract Description.	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the Business Entity or any Affiliate

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

4.2 Been denied a contract or had a bid rejected based upon a finding of non-responsibility by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

4.3 Agreed to a voluntary exclusion from bidding/contracting with a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

4.4 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

For each “Yes” answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity or any Affiliate

5.0 Been suspended, cancelled or terminated for cause on any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

For each “Yes” answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

VI. CERTIFICATIONS/LICENSES

6.0 Within the past five (5) years, has the Business Entity or any Affiliate had a revocation, suspension or disbarment of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

If “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

VII. LEGAL PROCEEDINGS

Within the past five (5) years, has the Business Entity or any Affiliate

7.0 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

7.1 Been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

7.3 Had any New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

VII. LEGAL PROCEEDINGS

Within the past five (5) years, has the Business Entity or any Affiliate

7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Other than the previously disclosed: (i) Been subject to the imposition of a fine or penalty in excess of \$1,000, imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VIII. LEADERSHIP INTEGRITY

Note: If the Business Entity is a Joint Venture, answer 'N/A- Not Applicable' to questions 8.0 through 8.4.

Within the past five (5) years, has any individual previously identified, any other Key Employees not previously identified or any individual having the authority to sign execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to

8.0 A sanction imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 An investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 An indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 Misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.4 A debarment from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
For each "Yes" answer, provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
9.0 Within the past five (5) years, has the Business Entity or any Affiliates received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments over \$15,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 120 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the lien holder or claimant's name(s), the amount of the lien(s), claim(s), or judgments(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 Within the last seven (7) years, has the Business Entity or any Affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy Chapter Number, the Court name, the Docket Number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability year(s), the Tax Liability amount the Business Entity failed to file/pay, and the current status of the Tax Liability. Provide answer below or attach additional sheets with numbered responses.	
9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the year(s) the Business Entity failed to file/pay the insurance, explain the situation, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits? If "Yes," did any audit reveal material weaknesses in the Business Entity's system of internal controls If "Yes," did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

X. FREEDOM OF INFORMATION LAW (FOIL)

10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.

Yes No

Indicate the question number(s) and explain the basis for your claim.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity’s business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity’s responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity’s responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20____;

_____ Notary Public

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

TABLE OF CONTENTS

1. **Executory Clause**
2. **Non-Assignment Clause**
3. **Comptroller's Approval**
4. **Workers' Compensation Benefits**
5. **Non-Discrimination Requirements**
6. **Wage and Hours Provisions**
7. **Non-Collusive Bidding Certification**
8. **International Boycott Prohibition**
9. **Set-Off Rights**
10. **Records**
11. **Identifying Information and Privacy Notification**
12. **Equal Employment Opportunities For Minorities and Women**
13. **Conflicting Terms**
14. **Governing Law**
15. **Late Payment**
16. **No Arbitration**
17. **Service of Process**
18. **Prohibition on Purchase of Tropical Hardwoods**
19. **MacBride Fair Employment Principles**
20. **Omnibus Procurement Act of 1992**
21. **Reciprocity and Sanctions Provisions**
22. **Purchases of Apparel**

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.

THIS PAGE IS INTENTIONALLY LEFT BLANK