

**State of New York  
 Division of Military and Naval Affairs  
 Budget and Finance, Purchasing and Contracting  
 330 Old Niskayuna Road  
 Latham, New York 12110-2224**

## INVITATION FOR BIDS

**(E-Mail or Facsimile Bid Submissions are NOT Acceptable)**

<b>BID OPENING</b> <b>DATE:</b> February 23, 2016 <b>TIME:</b> 2:00 PM	<b>TITLE:</b> Patrol Boat Maintenance & Repair Services New York Naval Militia
<b>INVITATION FOR BIDS NUMBER:</b> IFB 16-23	<b>SPECIFICATION REFERENCE :</b> Scope of Work – Pages
<b>CONTRACT PERIOD:</b> July 1, 2017 – June 30, 2022	<b>ADDRESS INQUIRIES TO:</b> Lisa Bogardus - Purchasing Agent Telephone (518)786-4964 FAX (518)786-4824 E-mail Address: lisa.m.bogardus2.nfg@mail.mil

The bid must be fully and properly executed by an authorized person. **By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS, Appendix A (Standard Clauses For New York State Contracts), Appendix B (OGS General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, bidder affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).** Information may be accessed at:

Procurement Lobbying: <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

Legal Business Name of Company Bidding:	Bidder's Federal Tax Identification No.:
D/B/A - Doing Business As (if applicable):	
Street County	City State Zip
<b>Cash Discounts will not be considered in determining low bid, but cash discounts of any size may be considered in awarding tie bids.</b>	
_____ % Cash Discount for payment within 15 days of delivery and/or receipt of voucher	
_____ % Cash Discount for payment within 30 days of delivery and/or receipt of voucher	
If you are not bidding, place an "x" in the box and return this page only.	
<input type="checkbox"/> WE ARE UNABLE TO BID AT THIS TIME BECAUSE _____.	
<input type="checkbox"/> WE REQUEST REMOVAL OF OUR NAME FROM THE MAILING LIST FOR THIS TITLE.	
Bidder's Signature:	Printed or Typed Name:
Title:	Date:
Phone : ( ) -	Toll Free Phone : ( ) -
ext ( )	ext ( )
Fax : ( ) -	Toll Free Fax : ( ) -
ext ( )	ext ( )
E-mail Address:	Company Web Site:
<b>Method of Award:</b> AWARD WILL BE MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER MEETING SPECIFICATIONS.	

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# 1. INTRODUCTION

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## 1.1 Overview

The New York State Division of Military and Naval Affairs (DMNA) New York Naval Militia (NYNM) own a patrol boat that supports homeland security efforts in the Port of New York. This vessel is tasked assigned to support U.S. Coast Guard Sector New York from its home station at U.S. Coast Guard Station New York, 10 Search Lane, Staten Island, N.Y.

DMNA seeks to establish a five year contract with a vendor to conduct periodic routine maintenance and non-routine labor for troubleshooting, diagnostics and repair of all engineering and technical systems; and to supply parts to the boat crew for crew-served maintenance.

## 1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Lisa Bogardus, Purchasing Agent, DMNA has been designated as the **PRIMARY** contact for this procurement solicitation and may be reached by email, voice or fax for all inquiries regarding this solicitation.

Lisa Bogardus, Purchasing Agent  
 NYS Division of Military and Naval Affairs  
 Budget and Finance, Purchasing and Contracting  
 330 Old Niskayuna Road  
 Latham, New York 12110-3514  
 Voice: 1-518-786-4964  
 Fax: 1-518-786-4824 Email: [lisa.m.bogardus2.nfg@mail.mil](mailto:lisa.m.bogardus2.nfg@mail.mil)

In the event the designated contact is not available, the alternate designated contact is:

Maria Gallerie, Associate Purchasing and Contracting Administrator  
 NYS Division of Military and Naval Affairs  
 Budget and Finance, Purchasing and Contracting  
 330 Old Niskayuna Road  
 Latham, New York 12110-3514  
 Voice: 1-518-786-4962  
 Fax: 1-518-786-4824 Email: [maria.r.gallerie.nfg@mail.mil](mailto:maria.r.gallerie.nfg@mail.mil)

## 1.3 Key Events

The table below outlines the schedule for important action dates:

<b>DMNA Issues - Invitation For Bids (IFB)</b>	<b>January 9, 2017</b>
<b>Registration for Mandatory Site Visit</b>	<b>February 8, 2017; 3:00 PM</b>
<b>Mandatory Site Visit</b>	<b>February 9, 2017; 1:00 PM</b>
<b>Deadline for Submission of Bidder Questions</b>	<b>February 14, 2017; 3:00 PM</b>
<b>DMNA Issues Responses to Written Questions</b>	<b>February 16, 2017; 3:00 PM</b>
<b>Bid Due Date/Bid Opening Date</b>	<b>February 23, 2017; 2:00 PM</b>
<b>Contract Start Date (contingent upon OSC approval)</b>	<b>July 1, 2017</b>

## **1.4 Minimum Bidder Requirements**

**The following minimum requirements must be met by each bidder:**

1) Contractor must have the necessary facilities, experience, capability, equipment and financial resources to supply the parts and to perform the services in a satisfactory and timely manner. The vessel may be assigned to missions 24 hours per day/7 days a week/ 365 days per year. The contractor must recognize the need to quickly place the Naval Militia patrol boat back in service through priority scheduling and prompt completion of repair work.

2) Vendor must have the facilities and capabilities to conduct all maintenance, or un-restricted access to such facilities that meet the location requirements below. Examples of specialty capabilities include boat lift for haul-outs, and ability to conduct required painting.

All work shall be in strict compliance with all local and state codes, ordinances, laws and policies.

**The State of New York retains the right to request any additional information pertaining to the Contractor's ability, qualifications, and procedures used to accomplish all work under this contract, as it deems necessary to ensure safe and satisfactory work.**

## **1.5 Mandatory Site Visit**

Bidders intending to submit a bid will be required to attend a mandatory site visit, located at the U.S. Coast Guard Station, 10 Search Lane, Staten Island, New York. This will include an inspection of the vessel. The **MANDATORY** site visit is scheduled for **Thursday, February 9, 2017 at 1:00 p.m.** This is the only date and time available for inspection. Alternate dates for additional site inspections **will not** be available. Attendees will be required to sign in and provide basic company and contact information. This information will be used to verify attendance and to communicate any changes to the solicitation (addenda). Therefore, it is imperative that the information provided, be legible and accurate. Failure to attend the mandatory facility site visit will result in rejection of the bid.

**The facilitator of the event will publicly announce the official start time of the site visit, which announcement shall be made no sooner than the time stated in Section 1.3 of Key Events above. Prospective bidders arriving after the official start time of the site visit will be precluded from attending the site visit, and therefore unable to submit a responsive bid.**

**Due to security procedures, all bidders MUST pre-register by 3:00 p.m., Wednesday, February 8, 2017 by emailing the registration form to [lisa.m.bogardus2.nfg@mail.mil](mailto:lisa.m.bogardus2.nfg@mail.mil) It is recommended that attendees arrive at the building at least 15 minutes prior to the scheduled time. Photo identification is required. A site visit registration form is included in Appendix C.**

**In accordance with State Finance Law §139-j(3)(a)(3), these mandatory site visits are covered by the permissible subject matter authorization. A vendor is authorized to speak with representatives other than Designated Contact(s) for the sole purpose of the site visit (to arrange attendance, during the conduct of the visit and to pose questions regarding the site).**

The site visits will provide an opportunity for bidders to see firsthand the property and the special needs of the facility. Questions during the site visits will be permitted. It is suggested that the bidder note the question and ask at the end of the tour. Verbal answers are not official answers. All questions asked at the conference or after the tour must be submitted via email to the designated contact for this solicitation no later than the date and time indicated in Section 1.3 - Key Events. Official answers to all questions will be distributed in the form of an addendum via email to all attendees of the mandatory site visits. Only answers provided by addendum are considered official.

**NOTE:** If there are any questions bidders would like addressed at the site visit, bidders should submit them in writing as instructed in Section 2.1 – IFB Questions and Clarifications, to the designated contact prior to the date of the site visit. Questions during the site visits will be permitted, however, only questions submitted in writing and answered via addendum will be considered official.

## 2. BID SUBMISSION

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### 2.1 IFB Questions and Clarifications

Questions and requests for clarification regarding this IFB 16-23 shall only be directed to:

Lisa Bogardus, Purchasing Agent  
Division of Military and Naval Affairs  
Budget and Finance  
Purchasing and Contracting  
330 Old Niskayuna Road  
Latham, New York 12110

Phone: (518) 786-4964  
Fax: (518) 786-4824  
E-mail: lisa.m.bogardus2.nfg@mail.mil

Questions and/or requests for clarification are only accepted via e-mail and in writing. Official answers to questions will be provided via addendum. Deadline for submission of questions will be as stated in Section 1.3 - Key Events.

### 2.2 Bid Format and Content

In order for the state to evaluate bids fairly and completely, bidders shall follow the format set forth herein and shall provide all of the information requested. All items identified in the following list must be addressed as concisely as possible in order for a bid to be considered complete.

1. **Cover Letter.** The cover letter shall confirm that: (1) the bidder understands all the terms and conditions contained in this IFB; (2) will comply with all the provisions of this IFB; and, (3) should the contract be awarded to your company, you are prepared to begin services upon the New York State Comptroller's contract approval. A bidder representative authorized to make contractual obligations must sign the cover letter.
2. **Experience.** Bidder shall describe its capabilities to provide the services requested in this IFB by providing the following:
  - Indicate the number of consecutive years the bidder has been actively in business.
  - Provide a current list of references with contact information and a description of contract services and equipment maintained. A minimum of three references is required.
  - Provide certifications as described in Section 1.4 – Minimum Bidder Requirements.
3. **Subcontractors.** State whether or not subcontractors will be used, and the name and address of each proposed subcontractor.
4. **Pricing.** Bidder shall submit a completed Bid Proposal Form (Attachment 2). Quantity of hours is estimated and not binding on the State. Contractor shall be paid for actual services rendered and actual hours worked.
5. **Required Forms.** All other required completed forms from Appendix C.

**Note:** DMNA reserves the right to request any additional information it deems necessary to ensure that the bidder is able to fulfill the requirements of the contract.

## **2.3 Bid Preparation**

All bids must be completed in ink or machine produced. Bids submitted handwritten in pencil will be disqualified.

## **2.4 Packaging of IFB Response**

Please submit **four (4) originals** of the **Bid Proposal Form, the Bid Signature Page (page 1 of this document)** and the **Acknowledgement Page found in Attachment 2**. Please complete and submit one (1) original of all forms found in Appendix C – Required Forms.

The bid documents shall be submitted by mail, hand delivery, overnight carrier, or certified mail in a package showing the following information on the outside:

**Bidder's name and address**

**Solicitation Number: IFB 16-23**

**Bid Due Date and Time: February 23, 2017, 2:00 pm**

**Bid for: Patrol Boat 440 Maintenance and Repairs/New York Naval Militia**

Failure to complete all information on the bid envelope and / or packages may necessitate the premature opening of the bid and may compromise confidentiality.

## **2.5 Instructions for Bid Submission**

Only those bidders who furnish all required information and meet the mandatory requirements will be considered. Submit all required bid documents including bid addenda, if any, to the DMNA Budget and Finance Directorate at the following address:

NYS Division of Military and Naval Affairs  
Budget and Finance  
Purchasing and Contracting  
330 Old Niskayuna Road  
Latham, New York 12110-3514  
Attention: Lisa Bogardus

**E-MAIL OR FAX BID SUBMISSIONS ARE NOT ACCEPTABLE AND WILL NOT BE CONSIDERED.**

The State of New York will not be held liable for any cost incurred by the bidder for work performed in the preparation and production of a bid or for any work performed prior to the formal execution of a contract. Bids must be received in the above office on or before 2:00 PM on the date indicated in Section 1.3 - Key Events. **Bidders assume all risks for timely, properly submitted deliveries.**

The received time of bids will be determined by the clock at the above noted location.

**NO CONSIDERATION WILL BE GIVEN TO BIDS RECEIVED AFTER THE STATED DATE AND TIME.**

Bidders mailing their bid must allow sufficient mail delivery time to ensure receipt of their bid at the specified location no later than the specified date and time. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the bidding entity shall not excuse late bid submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late bid submissions.

Bids must remain open and valid for 120 days from the due date, unless the time for awarding the contract is extended by mutual consent of NYS DMNA and the bidder. A bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 120 day period until either tentative award of the contract(s) by issuing office is made or withdrawal of the bid in writing by bidder. Tentative award of the contract(s) shall consist of written notice to that effect by the issuing office to the successful bidder. This IFB remains the property of the state at all times, and all responses to this IFB, once delivered, become the property of the state.

**Important Building Access Procedures for Delivered Bids:**

Building access procedures are in effect at the DMNA, Headquarters. Photo identification is required. All visitors must register for building access for delivering bids or attending the bid opening by calling or emailing designated contact at least 24 hours prior to the bid opening.

## **2.6 Examination of Contract Documents**

- a) Each bidder is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed.
- b) Each bidder shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by the Adjutant General of DMNA or a designated representative as an excuse for any failure or omission on the part of the bidder to fulfill every detail of all the requirements of the documents governing the work. The bidder, if awarded a contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such contractor might have fully informed itself prior to bidding.
- c) Any bidder in doubt as to the true meaning of any part of this IFB or the proposed contract documents shall submit to the designated contact a written request for an interpretation thereof. If a major change is involved on which all bidders must be informed, such request for interpretation shall be delivered, in writing, by email by the closing date for inquiries. Any interpretation of the proposed documents will be made only by an addendum duly issued. A copy of such addendum will be mailed or delivered to each potential bidder.
- d) Any addendum issued during the bidding process shall be included in bids and in closing a contract will become a part thereof.
- e) Any verbal information obtained from or statements made by representatives of the Adjutant General of DMNA at the time of examination of the documents or site visit shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued in writing to all bidders shall become a part of the contract. The Adjutant General of DMNA will not be responsible for verbal instructions.



### **3. ADMINISTRATIVE INFORMATION**

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#### **3.1 Issuing Office**

This IFB is being released by DMNA, Budget and Finance Directorate, Purchasing and Contracting Section on behalf of DMNA's Naval Militia.

#### **3.2 Method of Award**

DMNA intends to award one contract to the lowest responsive and responsible bidder. The lowest bidder shall be determined by the Grand Total Bid as represented on the Bid Proposal Form (Attachment 2).

**The total bid consists of the following components:**

**Base Bid:**

- Provide pricing based on routine maintenance that occurs yearly/quarterly services, supplemental labor rates and a percentage of mark-up on parts. All hours, parts and material are estimates and not binding on the State. Contractor shall be paid for actual hours worked, actual service rendered and actual parts/materials ordered or required for repair.

Upon determination of the lowest responsive and responsible bidder, a contract document will be drawn up and is hereby incorporated by reference and made a part hereof as fully as if set forth at length herein. The contract document will be completed with the successful bidder's information and appended to this IFB and the successful bidder's bid to form the contract between the parties that will be processed for all necessary state approvals.

**The Annual Total Bid amount of the successful bidder shall be used to calculate the total contract value. The total contract value shall not be exceeded.**

#### **3.3 Price**

The bid price shall be inclusive of all costs including travel (Base Bid Scope of Services), licenses, insurance, administrative, profit and other ancillary costs. For the purposes of this contract, full service shall mean that the contractor's bid price includes: all labor, material and equipment cost; all administrative, reporting or other requirements, all overhead costs and profit. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, are deemed to be understood by the contractor and included herein.

Bidders must submit pricing using the Bid Proposal Form (Attachment 2) contained in this document. Bidders must provide pricing for all items on the Bid Proposal Form.

**The contractor agrees that from the effective date of the contract until contract termination, the rates charged by the contractor and paid for by DMNA will be equal to or lower than any rates provided by the contractor to other clients for like services.**

#### **3.4 Term of Contract**

This contract will commence upon contract approval by the Office of the State Comptroller (OSC) and will be in effect for five (5) years. Target start date is July 1, 2017 with an expiration date of June 30, 2022.

The State of New York retains the right to cancel this contract for convenience, provided that the contractor is given at least thirty (30) days written notice of DMNA's intent to cancel. Any cancellation by DMNA under this section shall in no event constitute or be deemed a breach of any contract resulting from

this IFB and no liability shall be incurred by or arise against DMNA, its agents and employees therefore for lost profits or any other damages resulting there from. This provision should not be understood as waiving the state's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. See Section 4.14 – Termination.

### **3.5 Price Adjustment (Escalation / De-escalation)**

The contractor is to submit a bid that will be fixed for one (1) year only. On each anniversary date of the contract, the contractor may be granted an increase or decrease in their bid, dependent upon fluctuations in the Consumer Price Index for All Urban Consumers (CPI-U), Northeast, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Visit their website at <http://www.bls.gov/cpi>. Under no circumstance will the increase exceed three percent (3%).

The 'base' month for determining adjustments will be the third month prior to the start date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month CPI for each applicable year and will become effective in the anniversary month. For example, if the contract is awarded in January 2013, the 'base' month will be October. If the contract allows for an adjustment after the first year, it would be based on the difference between the October 2012 CPI and the October 2013 CPI and become effective in January 2014. The consumer price index is published around the middle of each month for the prior month (i.e. the October figure is not published until mid November). The Contractor has the sole responsibility to request, in letter form, an adjusted rate and shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease with the request. This request and documentation must be received at the below address within three months of the base month. To ensure timely delivery, certified mail is recommended. As long as the request is submitted and received within the required time frame, the adjustment will be processed using the base month Consumer Price Index. Once approved, the contractor will be notified in writing. **Request and documentation must be sent to the Division of Military and Naval Affairs, 330 Old Niskayuna Road, MNBF-PC, Latham, New York 12110.**

Should a contractor fail to submit the request and supporting documentation to the proper location within three months of the applicable base month date, contractor shall be deemed to have waived its right to any increase in price, but the State shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

Please note that the Material Percentage Mark-up shall remain fixed for the contract term.

#### **Supplemental Labor**

Supplemental expenses are not specifically expected, but Offerors are requested to provide an hourly labor rate for an additional 80 hours of straight time labor and 20 hours of overtime labor to accomplish any repair or emergent work that may arise.

#### **Supplemental Material**

The Offeror shall make allowance for up to \$18,000 in supplemental material and parts charges and provide a percentage markup of parts on bid form.

### **3.6 Method of Payment**

For the purposes of this contract an invoice will be issued by the contractor to initiate payment processing. This invoice will contain the purchase order number and contract ID number (i.e.: C000XXX) and, either in its body or as an attachment, that will **itemize work completed** during that month. Such itemization must include at a minimum: date of service, start and finish times, actual number of hours worked and a detailed description of services performed (such as what type of equipment and material were used), and an itemized cost for services provided. Materials used should be detailed to include quantities, unit prices and mark up percentage to show the total price.

Invoices for payment shall be submitted at the end of each month on a **company invoice** for services

satisfactorily completed during that month. A representative, from the Naval Militia, will attest to the services rendered/goods received and forward the invoice to: Division of Military and Naval Affairs, c/o NYS OGS BSC Accounts Payable, Building 5, 5<sup>th</sup> Floor, 1220 Washington Avenue, Albany, New York 12226-1900 or by email to [AccountsPayable@ogs.ny.gov](mailto:AccountsPayable@ogs.ny.gov)

Invoices will be processed in accordance with established procedures of DMNA and OSC all payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law.

Invoices without the above stated information will be returned to contractor to be completed as required above. Payment will not be issued and will not be due and owing until a corrected invoice is received and approved by the Naval Militia.

### **3.7 Electronic Payment**

The contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and OSC. Payment for invoices submitted by the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Adjutant General, at the Adjutant General's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contractor shall comply with OSC's procedures to authorize electronic payments. Authorization forms are available at OSC's website at <http://www.osc.state.ny.us/epay/index.htm> or by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by phone at 518-474-4032. The contractor acknowledges that it will not receive payment on any invoices submitted under this contract if it does not comply with OSC's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

### **3.8 Past Practice**

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of this Agreement shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived. No waiver of any breach of the Agreement at any time in the past shall constitute a waiver of subsequent breach.

### **3.9 Bid Exceptions**

The issuing office will consider all requests to waive any bid requirement. However, bidders should be aware that failure to obtain a waiver of any bid requirement in advance of bid submission could result in rejection of bidder's bid and disqualification from the bidding process. Bidders wishing to obtain an exemption or waiver for any part of this solicitation must contact the issuing office in writing by the **Questions Due Date** as identified in Section 1.3 - Key Events. The request must cite the specific section and requirement in the question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either through an addendum (if the response results in a change to the IFB), or directly to the requesting vendor.

### **3.10 Dispute Resolution**

It is the policy of DMNA, Budget and Finance Directorate to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to bid solicitations or contract awards. The DMNA Budget and Finance Directorate, encourages vendors to seek resolution of disputes through consultation with the DMNA Budget and Finance staff. (Note: prior to the contract award, all disputes must be sent to the designated contact.) All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes.

### **3.11 Inspection of Books**

It is expressly understood and agreed that the DMNA and OSC shall have the right to inspect and audit the contractor's records covered under this Agreement, in accordance with his statutory responsibility to examine the books and accounts of every Agency. OSC requires, and the contractor agrees to, the retention of all material that is pertinent to an audit of the operations under any contract resulting from this IFB for a full six-year period.

### **3.12 Glossary of Terms**

"Issuing Office" shall mean the Division of Military and Naval Affairs.

"Contractor"/"Vendor" shall mean a successful company awarded a contract pursuant to this IFB.

"Invitation for Bid" or "IFB" shall mean this document.

The "State" shall mean the People of the State of New York, which shall also mean the New York State Division of Military and Naval Affairs.

"Adjutant General" shall mean the Adjutant General of Military and Naval Affairs or his/her duly authorized representative.

"Offerer" or "Bidder" shall mean any person, partnership, firm, corporation or other authorized entity submitting a bid to the State pursuant to this IFB.

### **3.13 Rules of Construction**

Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this IFB refer to this IFB.

### **3.14 Prime Contractor Responsibilities**

The state will contract only with the successful proposer who is the prime contractor. The issuing office considers the prime contractor, the sole contractor with regard to all provisions of the solicitation, and the contract resulting from the solicitation.

No subcontract entered into by the contractor shall relieve the contractor of any liabilities or obligations in this solicitation or the resultant contract. The contractor accepts full responsibility for the actions of subcontractors who carry out any of the provisions of any contract resulting from this solicitation. Please also see Section 4.9 – Subcontractors.

### **3.15 Staffing Expectations**

DMNA expects that all contractor services will be conducted diligently and effectively with appropriate supervision. Further, it is expected that:

- Contractor's staff shall conduct themselves in a professional manner with DMNA staff and with the general public.
- Contractor staff shall comply with all rules and requirements of this solicitation, including prohibiting the use of drugs and alcohol prior to or during any work performed under this contract.
- Failure to comply with any of the requirements of this solicitation may result in the removal from the premises.
- All personnel provided, shall have adequate experience for the function being performed. If DMNA determines that the personnel provided are not of adequate experience, DMNA has the right to request, and the contractor shall provide satisfactory substitute personnel.
- Contractors staff assigned for any work are considered employees of that contractor, and as such are not state employees and are not eligible for any NYS benefits.

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## **4. CONTRACT CLAUSES AND REQUIREMENTS**

### **4.1 Appendix A / Appendix B / Order of Precedence**

Appendix A — Standard Clauses for New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein.

Appendix B – Office of General Services General (OGS) Specifications, dated June 2014, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein and shall govern any situations not covered by this solicitation document or Appendix A.

The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

1. Appendix A
2. Invitation for Bids IFB 16-23 (this document) with any addendum(s)
3. Appendix B
4. Selected Contractor's Bid

## **4.2 Procurement Lobbying Requirement**

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between DMNA and an offerer/bidder during the procurement process. An offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the procurement contract by DMNA and, if applicable, OSC ("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 §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. DMNA employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the offerer/bidder is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found on the OGS website:

<http://www.ogs.ny.gov/aboutogs/regulations/defaultAdvisoryCouncil.html>

## **4.3 Contractor Insurance Requirements**

Prior to the commencement of the work to be performed by the contractor hereunder, the contractor shall file with The People of the State of New York, Division of Military and Naval Affairs (hereinafter referred to as "DMNA"), Certificates of Insurance (hereinafter referred to as "Certificates"), evidencing compliance with all requirements contained in this contract. Such certificates shall be of a form and substance acceptable to DMNA.

Certificate acceptance and/or approval by DMNA do not and shall not be construed to relieve contractor of any obligations, responsibilities or liabilities under the contract.

All insurance required by the contract shall be obtained at the sole cost and expense of the contractor; shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to DMNA; shall be primary and non-contributing to any insurance or self insurance maintained by DMNA; shall be endorsed to provide written notice be given to DMNA, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States certified mail; shall be sent to Division of Military and Naval Affairs, Budget and Finance, 330 Old Niskayuna Road, Latham, New York 12110-3514; Attention: Purchasing and Contracting and shall name The People of the State of New York, its officers, agents, and employees as additional insured there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 26 11 85** and a copy of the endorsement should accompany the certificate). The additional insured requirement does not apply to Workers Compensation, Disability or Employee Dishonesty Coverage. The contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by DMNA. Such

approval shall not be unreasonably withheld.

The contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to DMNA and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The contractor shall cause all insurance to be in full force and effect as of the commencement date of this contract and to remain in full force and effect throughout the term of this contract and as further required by this contract. The contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverage during the period of time such coverage is required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the contractor shall supply to DMNA updated replacement Certificates of Insurance, and amendatory endorsements.

The contractor, throughout the term of this contract, or as otherwise required by this contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

- a) **Commercial General Liability Insurance** with a limit of not less than \$5,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and a
  - b) advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and
  - c) explosion, collapse and underground coverage.
1. If such insurance contains an aggregate limit, it shall apply separately on a per-job or per-project basis.
  2. Coverage for the use of reasonable force to protect persons and property must be included.
    - a) **Commercial Business Automobile Liability Insurance** with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
    - b) **The contractor shall maintain, or if subcontracting professional services, shall certify that subcontractor maintain, Errors and Omissions Liability Insurance** with a limit of not less than \$5,000,000 per loss.
      1. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this contract.
      2. If coverage is written on a claims-made policy, the contractor warrants that any applicable retroactive date precedes the effective date of this contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this contract is completed.
- a) **Workers Compensation / Disability Insurance:** Workers' Compensation, Employer's Liability, and Disability Benefits meeting all New York State statutory requirements are required. If coverage is obtained from an insurance company through an insurance policy, the policy shall provide coverage for all states of

operation that apply to the performance of the contract. In addition, if employees will be working on, near or over navigable waters, coverage provided under the US Longshore and Harbor Workers' Compensation Act must be included. Also, if the contract is for temporary services, or involves renting equipment with operators, the Alternate Employer Endorsement, WC 00 03 01A, must be included on the policy naming the People of the State of New York as the alternate employer.

**PROOF of COMPLIANCE WITH WORKERS' COMPENSATION COVERAGE REQUIREMENTS:**

**ACORD forms are NOT acceptable proof of workers' compensation coverage.**

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, contractors shall:

- a) Be legally exempt from obtaining workers' compensation insurance coverage;

**or**

- b) Obtain such coverage from insurance carriers;

**or**

- c) Be a Board-approved self-insured employer or participate in an authorized self-insurance plan. Contractors seeking to enter into contracts with the State of New York **shall provide one of the following forms** to the Division of Military and Naval Affairs at the time of bid submission or shortly after the opening of bids:

**1. Form CE-200**, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities That New York State Workers Compensation and/or Disability Benefits Insurance Coverage is Not Required* which is available on the Workers' Compensation Board's website <http://www.wcb.ny.gov/> ;

**or**

- b) Certificate of Workers' Compensation Insurance:

**1) Form C-105.2 (9/07)** if coverage is provided by the contractor's insurance carrier, **contractor must request its carrier** to send this form to the New York State Division of Military and Naval Affairs;

**or**

**2) Form U-26.3** if coverage is provided by the State Insurance Fund, contractor must request that the State Insurance Fund send this form to the New York State Division of Military and Naval Affairs;

**or**

- c) *Certificate of Workers' Compensation Self-Insurance* - Form SI-12, available from the New York State Workers' Compensation Board's Self-Insurance Office;

**or**



- d) Certificate of Participation in Workers Compensation Group Self-Insurance **Form GSI-1 05.2**, available from the contractor's Group Self-Insurance Administrator.

**PROOF of COMPLIANCE WITH DISABILITY BENEFITS COVERAGE REQUIREMENTS:**

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, contractors shall:

- a) Be legally exempt from obtaining disability benefits coverage;

**or**

- b) Obtain such coverage from insurance carriers;

**or**

- c) Be a Board-approved self-insured employer.

Contractors seeking to enter into contracts with the State of New York **shall provide one of the following forms** to the Division of Military and Naval Affairs at the time of bid submission or shortly after the opening of bids:

**1. Form CE-200**, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required* which is available on the Workers' Compensation Board's website <http://www.wcb.ny.gov> ;

**or**

**2. Form DB-120.1**, *Certificate of Disability Benefits Insurance*. Contractor must request its business insurance carrier to send this form to the Division of Military and Naval Affairs;

**or**

**3. Form DB-1 55**, *Certificate of Disability Benefits Self-Insurance*. The contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

All forms must name the Division of Military and Naval Affairs , Budget and Finance Directorate, 330 Old Niskayuna Road, Latham, New York 12110, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Contractor acknowledges that failure to obtain and/or keep in effect any or all required insurance on behalf of DMNA constitutes a material breach of contract and subjects it to liability for damages, indemnification and a other legal remedies available to DMNA. Contractor's failure to obtain and/or keep in effect any or all required insurance shall also provide the basis for DMNA's immediate termination of any contract resulting from this IFB, subject only to a five (5) business day cure period. Any termination by DMNA under this section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against the DMNA, its agents and employees therefore for lost profits or any other damages.

## **4.4 Tax and Finance Clause**

TAX LAW § 5-A:

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the

Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits OSC, or other approving agency, from approving a contract awarded to a contractor meeting the registration requirements but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms are attached to this IFB. Form ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s) a new Form ST-220-TD must be filed with DTF.

Form ST-220-CA must be filed with the bid and submitted to the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a Bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Vendors may call DTF at **1-800-698--2909** for any and all questions relating to Section 5-(a) of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.tax.ny.gov/>

## **4.6 Freedom of Information Law / Trade Secrets**

During the evaluation process, the content of each bid/bid will be held in confidence and details of any bid/bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process.

SHOULD YOU FEEL YOUR FIRM'S BID/BID CONTAINS ANY SUCH TRADE SECRETS OR OTHER CONFIDENTIAL OR PROPRIETARY INFORMATION, **YOU MUST SUBMIT A REQUEST TO EXCEPT SUCH INFORMATION FROM DISCLOSURE.** SUCH REQUEST MUST BE IN WRITING, MUST STATE THE REASONS WHY THE INFORMATION SHOULD BE EXEMPTED FROM DISCLOSURE AND MUST BE PROVIDED AT THE TIME OF SUBMISSION OF THE SUBJECT INFORMATION. REQUESTS FOR EXEMPTION OF THE ENTIRE CONTENTS OF A BID/BID FROM DISCLOSURE HAVE GENERALLY NOT BEEN FOUND TO BE MERITORIOUS AND ARE DISCOURAGED. KINDLY LIMIT ANY REQUESTS FOR EXEMPTION OF INFORMATION FROM DISCLOSURE TO BONA FIDE TRADE SECRETS OR SPECIFIC INFORMATION, THE DISCLOSURE OF WHICH WOULD CAUSE A SUBSTANTIAL INJURY TO THE COMPETITIVE POSITION OF YOUR FIRM.

## **4.7 General Requirements**

- The bidder agrees to adhere to all state and federal laws and regulations in connection with the contract.

- The bidder agrees to notify DMNA of any changes in the legal status or principal ownership of the firm, forty five (45) days in advance of said change.
- The bidder agrees that in any contract resulting from this IFB it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
- The bidder agrees that any contract resulting from this IFB may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Adjutant General.
- For reasons of safety and public policy, in any contract resulting from this IFB, the use of illegal drugs and/or alcoholic beverages by the contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
- For purposes of any contract resulting from this IFB, the State will not be liable for any expense incurred by the contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the contractor.
- The Adjutant General's interpretation of specifications shall be final and binding upon the contractor.
- The Adjutant General of DMNA will make no allowance or concession to the bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the bidder has based its bid on the more expensive option. Final decision will rest with the Adjutant General of DMNA.
- INSPECTION – For purposes of any contract resulting from this IFB, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, the Adjutant General of DMNA may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing contractor shall be liable to the State of New York for costs incurred on account thereof.
- STOP WORK ORDER - The Adjutant General of DMNA reserves the right to stop the work covered by this IFB and any contract(s) resulting there from at any time that it is deemed the successful bidder is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, DMNA shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the existing contractor shall be liable to the State of New York for any such costs on account thereof. In the event that DMNA issues a stop work order for the work as provided herein, the contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.
- It is the contractor's responsibility to maintain all equipment and materials provided for the work consistent with applicable public safety and health codes.
- DMNA reserves the right to reject any employee hired by the contractor.

## **4.8 Contract Terms**

All provisions and requirements of, Appendix A - Standard Clauses for New York State Contracts, which is attached hereto and forms a part hereof, will be incorporated into any contract resulting from this IFB, and will be binding upon the parties to such contract.

All provisions and requirements, which are attached hereto and form a part hereof, will be incorporated into any contract resulting from this IFB, and will be binding upon the parties to such contract.

It is stipulated and agreed by the parties that the law of the State of New York shall solely and in all respects govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this IFB.

Any contract resulting from this IFB shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the Comptroller of the State of New York.

## **4.9 Subcontractors**

The state will contract only with the successful bidder who is the prime contractor. The issuing office considers the prime contractor, the sole contractor with regard to all provisions of the solicitation and the contract resulting from the solicitation. **When bidding, any known / planned use of subcontractors must be disclosed in detail with bid submission.** If subcontractors are to be used for base scope services, it shall be understood that the bid price includes the cost of the subcontractor and no additional markups will be allowed. The total of all subcontractor work during the term of the contract, exclusive of M/WBE subcontracted work as established in the approved utilization plan, shall not exceed 10% of the total contract value. No subcontract entered into by the contractor shall relieve the contractor of any liabilities or obligations in this IFB or the resultant contract. The contractor accepts full responsibility for the actions of any employee or subcontractor/subcontractor's employee(s) who carry out any of the provisions of any contract resulting from this IFB.

The contractor's use of subcontractors shall not diminish the contractor's obligations to complete the work in accordance with the contract. The contractor shall coordinate and control the work of the subcontractors.

The contractor shall be responsible for informing the subcontractors of all terms, conditions, and requirements of the contract documents.

During the term of the contract, before any part of the contract shall be sublet, the contractor shall submit to the Division of Military and Naval Affairs, Budget and Finance, Purchasing and Contracting, 330 Old Niskayuna Road, Latham, New York 12110, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The contractor shall promptly furnish such information as the Purchasing and Contracting Office may require concerning the proposed subcontractor's ability and qualifications.

## **4.10 Procurement Rights**

The State of New York reserves the right to:

1. Reject any and all proposals received in response to this solicitation.
2. Disqualify a proposer from receiving the award if the proposer, or anyone in the proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Correct proposers' mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the proposer.
4. Adjust any proposer's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said proposer will cause the state to incur additional costs. Utilize any and all ideas submitted in the proposals received.
5. Negotiate with proposers responding to this solicitation within the solicitation requirements to

serve the best interests of the state.

6. Begin contract negotiations with another bidding contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected contractor within 21 days of selection notification.
7. Waive any non-material requirement not met by all proposers.
8. Not make an award from this solicitation.
9. Make an award under this solicitation in whole or in part.
10. Make multiple contract awards pursuant to the solicitation.
11. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the state.
12. Seek clarifications of proposals.
13. If two or more offers are found to be substantially equivalent, the Adjutant General of DMNA, at his sole discretion, will determine award.

**Please Note:** The state is not liable for any cost incurred by a proposer in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

#### **4.11 Extent of Services**

DMNA reserves the right to re-negotiate at its discretion to reduce the amount of services provided under any contract resulting from this solicitation. Any reduction in services shall be effectuated by written amendment to the contract and subject to approval by OSC.

#### **4.12 Right To Know**

In accordance with the New York State Toxic Substance Act (Right-to-Know Law) and the United States Occupational Safety and Health Administration's Hazard Communication Standard, before any chemical product is used on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the armory superintendent before the chemical is applied.

#### **4.13 Debriefings**

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Prior to contract award, DMNA shall, upon request, provide a debriefing which would be limited to review of that bidder's bid. After contract award, DMNA shall, upon request, provide a debriefing to any bidder that responded to the IFB, regarding the reason that the bid or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder within thirty days of the contract award notification.

#### **4.14 Termination**

##### **A. Termination**

DMNA may, upon thirty (30) days' notice, terminate the contract resulting from this IFB in the event of the awarded bidder's failure to comply with any of the proposal's requirements unless the awarded bidder obtained a waiver of the requirement. In addition, DMNA may also terminate any contract resulting from

this IFB upon ten (10) days written notice if the contractor makes any arrangement or assignment for the benefit of the creditors.

Furthermore, DMNA shall have the right, in its sole discretion, at any time to terminate a contract resulting from this IFB, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the contractor. Any termination by DMNA under this section shall in no event constitute or be deemed a breach of any contract resulting from this IFB and no liability shall be incurred by or arise against DMNA, its agents and employees therefore for lost profits or any other damages.

#### B. Procurement Lobbying Termination

DMNA reserves the right to terminate this agreement in the event it is found that the certification filed by the contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, DMNA may exercise its termination right by providing written notification to the contractor in accordance with the written notification terms of this agreement.

### **4.15 NYS Standard Vendor Responsibility**

#### A. General

The contractor shall at all times during the contract term remain responsible. The contractor agrees, if requested by the Adjutant General of DMNA or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

#### B. Suspension of Work (for Non-Responsibility)

The Adjutant General of DMNA or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this contract, at any time, when he or she discovers information that calls into question the responsibility of the contractor. In the event of such suspension, the contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Adjutant General or his or her designee issues a written notice authorizing a resumption of performance under the contract.

#### C. Termination (for Non-Responsibility)

Upon written notice to the contractor, and a reasonable opportunity to be heard with appropriate DMNA officials or staff, the contract may be terminated by the Adjutant General or his or her designee at the contractor's expense where the contractor is determined by the Adjutant General or his or her designee to be non-responsible. In such event, the Adjutant General or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

#### D. Questionnaire

DMNA conducts a review of prospective contractors ("bidders") to provide reasonable assurances that the bidder is responsive and responsible. A questionnaire is used for non-construction contracts and is designed to provide information to assess a bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, bidder agrees to fully and accurately complete the "questionnaire." The bidder acknowledges that the state's execution of the contract will be contingent upon the state's determination that the bidder is responsible, and that the state will be relying upon the bidder's responses to the questionnaire when making its responsibility determination.

DMNA recommends each bidder file the required questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at OSC's website, <http://www.osc.state.ny.us/vendrep/index.htm> or to

enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at

[http://www.osc.state.ny.us/vendrep/info\\_vrsystem\\_vendor.htm](http://www.osc.state.ny.us/vendrep/info_vrsystem_vendor.htm) Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at:

[http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm) A form is also provided in Appendix C.

In order to assist the state in determining the responsibility of the bidder, the bidder should complete and certify (or recertify) the questionnaire no more than six (6) months prior to the bid due date.

A bidder's questionnaire cannot be viewed by DMNA until the bidder has certified the questionnaire. It is recommended that all bidders become familiar with all of the requirements of the questionnaire in advance of the bid opening to provide sufficient time to complete the questionnaire. The bidder agrees that if it is found by the state that the bidder's responses to the questionnaire were intentionally false or intentionally incomplete, on such finding, DMNA may terminate the contract. In no case shall such termination of the contract by the state be deemed a breach thereof, nor shall the state be liable for any damages for lost profits or otherwise, which may be sustained by the contractor as a result of such termination.

#### **4.16 Ethics Compliance**

All proposers/contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing the contract, the contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

#### **4.17 Extension of Use**

Any contract resulting from the solicitation may be extended to additional state agencies upon mutual agreement between the requesting agency, DMNA, and the contractor, and subject to applicable approvals. DMNA reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

#### **4.18 Indemnification**

The contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of any contract resulting from this solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this Agreement and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this solicitation, including negligence, active or passive or improper conduct of the contractor, its officers, agents, subcontractors or employees, or the failure by the contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed.

#### **4.19 Force Majeure**

Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

#### **4.20 Appendices and Exhibits**

The proposer's attention is directed to the appendices and exhibit documents attached hereto and hereby incorporated by reference and made part hereto as fully as if it were set forth at length herein. They are part of this solicitation and will be part of the subsequent contract. The proposer is responsible for adhering to all requirements of the appendices and exhibits.

#### **4.21 Iran Divestment Act**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of OGS will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, bidder/contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such contract any subcontractor that is identified on the prohibited entities list.

Additionally, the bidder/contractor is advised that once the list is posted on the OGS website, any contractor seeking to renew a contract or assume the responsibility of a contract awarded in response to the solicitation, certifies at the time the contract is renewed or assigned that it or its assignee is not included on the prohibited entities list.

During the term of the contract, should DMNA receive information that a person is in violation of the above-referenced certification, DMNA will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then DMNA shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

DMNA reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.



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# **ATTACHMENT 1**

## **SCOPE OF WORK**

**Patrol Boat (PB) 440 Maintenance Contract**  
**Scope of Work**  
**Period of Contract: 1 July 2017 – 30 June 2022**

- 1. Vessel Description:** The work of these specifications is to be performed upon the New York Naval Militia vessel PB 440. The vessel was manufactured in 2007 by Ironwind, Incorporated dba Moose Boats located in Petaluma, California. It was purchased new for the New York Naval Militia and has been in service by them since December 2007.

The general physical description of the vessel is as follows:

Model:	Moose Boats, Inc. M1-44
Length, overall:	43' 6"
Beam:	16'
Displacement:	25,000 lbs
Propulsion:	(2) Cummins QSC 8.3 (600HP) Diesel Hamilton Water Jets
Hull Form:	Catamaran
Material:	Aluminum hull and superstructure

- 2. Place of Performance.** Work will be accomplished at vendor's place of business. If the nature of the work allows, performance of maintenance may be performed at Coast Guard Station New York. Vendor location must be within 25 statute miles of U.S. Coast Guard Station New York. Vendor locations requiring the vessel to transit the Atlantic Ocean, or beyond the Line of Demarcation are not acceptable.
- 3. Personnel:** All contractor personnel assigned to this contract shall be fully qualified to independently perform the requirements identified. All services shall be rendered or supervised directly by individuals fully qualified in the relevant profession, trade, field and holding any licenses required by law.
- 4. Scope:** The scope of work consists of routine, depot level maintenance; diagnostics; emergency repairs; and providing supplies and materials for crew served maintenance. Manufacturer's specifications require routine maintenance and periodic parts replacement. Work that is capable of being done by the boat crew will be conducted as such.

For Repair Parts / Materials, cost is an estimate only and is not binding on the State. Contractor shall be paid for actual cost of parts ordered and received.

The vendor shall provide all new parts necessary to complete required services and repairs to the boat. Routine maintenance parts will be purchased from contractor and quoted price shall include all delivery charges. All parts and materials must meet or exceed original

equipment standards.

Vendor must guarantee workmanship and new parts must be covered by a standard manufacturer's warranty against defects.

Vendor must be prepared to conduct emergency repairs to the vessel if needed, to include all systems, and emergency haul-outs for hull inspection/repairs and jet drive maintenance.

Under the scope of work, the following comprehensive systems routine maintenance service will be required of the vendor:

- a. Cummins QSC 8.3 engines (2) with all peripheral equipment.

- (1) Includes semi-annual opening and cleaning of after-coolers (2).

- Ref: Cummins bulletin 4021571; Operation and Maintenance Manual QSC 8.3 and QSL 9 Marine Engines

- b. Hamilton Jet HJ-322 (2) Marine Propulsion Units

- (1) Includes zinc anodes, 4 total per year

- Ref: Hamilton Jet Marine Propulsion Units Product Manual (89322)

- c. Hull maintenance to include:

- (1) Haul Out, twice per year for routine maintenance

- (2) Complete Bottom cleaning.

- (3) Bottom paint – 2 coats, TRILUX 33, applied by roller twice per year below rubstrake, after thorough bottom cleaning to remove all organic growth, foreign material, dirt, grease, oil, etc.

- (4) Zinc anode replacement; 8 per year.

- (5) Hull and superstructure paint; once per five years, with the following

process:

- a) Mechanical sanding of all surfaces
    - b) Wash with ZEP fallout Wash (ZEP 52935)
    - c) Wash with AlumiPrep Etching Wash (Awlgrip 73001)
    - d) Apply Etching Primer on top-sides only (Awlgrip G9072)
    - e) Apply Gray Epoxy Primer (Sandable) on entire cabin and hull surfaces. (US Paint D-1001)

- f) Light Sanding
  - g) Apply Top Coat Barrier Polyurethane Gray (Haze Gray – Awlgrip 1305-595-26270)
  - h) Apply non-skid paint to surface walk areas.
- d. Vac-u-flush head winterization.
- e. Air conditioning unit (1) maintenance.
- f. Annual life raft (1) inspect and test in accordance with 46CFR Ch. 1, Section 160.151-57.

Ref: DBC Marine Safety Systems, Ltd, Liferaft Owner's Manual

Routine services for the following components will be performed by Naval Militia crew members and contractor will only be required to perform emergency repairs:

- a. Twin Disk marine transmissions (2) Model MG 5075  
Ref: Marine Transmission Owner's Manual  
Twin Disc Inc. (#1016313)
- b. Northern Lights 8.0 KW generator (1) Model M753W2  
Ref: Operator's Manual OM753W2
- c. Hamilton Jet blue-Arrow electronic controls  
Ref: Hamilton Jet blue-ARROW User Guide (#89016)
- d. Cole-Hersee power distribution system
- e. Emergency position indicator radio beacon (EPIRB)
- f. Fender replacement; Model: PLYF10Black # 96064.
- g. Fire extinguisher system
  - (1) 8lb dry chemical portable (2)
  - (2) Seafire FM200 Halon installed system (2)
- h. 12 VDC Marine Gel-Cell Battery (6) replacement (every three years).

## 5. Additional Requirements:

- a. Responsibility for Vessel.
  - 1) During the period of any contract work taking place at a vendor designated location (other than U.S. Coast Guard Station New York, or other future designated homeport for the vessel), the contractor shall be solely responsible for the vessel.

- 2) In all cases, the Contractor accepts liability for any damage to the vessel or property caused by the Contractor's actions.
- b. The Contractor shall provide all supervision, labor, materials, tools, equipment, all incidental and related work to perform the maintenance, diagnostics, and repair of the vessel.
- c. Quantity of labor hours is estimated and not binding on the State. Contractor shall be paid for actual services approved and actual hours worked.  
Estimated labor hours are:  
Normal: 80 hours per year  
Emergency/After hours: 20 hours per year
- d. Dust and debris control. The Contractor shall prevent the spread of dust and debris to all portions of the vessel.
- e. Notes on Interferences and Restorations.
  - 1) Remove all interferences and obstructions necessary to complete the required work. This shall include the disassembly and removal of machinery, piping, ducts, cable, wiring, insulation, structures, and anything else which interferes with the proper accomplishment of work.
  - 2) Restore all interferences to their existing configuration and condition. Install new gaskets and fasteners. In place of material which is rendered unsuitable for reinstallation during removal or storage, provide and install new materials which are equal in composition, strength, design, type, and size as existed prior to removal.
- f. Notes on Painting.
  - 1) Prior to applying any paint or coatings, the Contractor shall verify to the crew that all surfaces have been properly prepared and that weather conditions are suitable for painting.
  - 2) Paint shall be applied only when the following conditions exist and can be maintained until the paint has cured:
    - a) Apply paint only to dry surfaces and when there is no chance of precipitation until after the paint has cured. The temperature of the surface to be painted shall be at least 5 degrees Fahrenheit above the dew point. The dew point can be presumed to be satisfactory if a thin, clearly defined film of water applied to the cleaned surface with a damp cloth evaporates within 15 minutes. Otherwise, the dew point shall be measured prior to painting by taking the dry-bulb temperature of the surface and the wet-bulb temperature at the jobsite.
    - b) The air temperature and surface temperature must both be a minimum of 45 degrees Fahrenheit at all times, unless a lower

temperature is specifically authorized by the paint manufacturer's printed instructions.

- c) Restore all existing coating systems which are damaged during performance of work. The new coating system shall be same as existing. New materials shall be prepared and painted with same system as adjacent materials.
  - d) Surface preparation and paint application shall be in accordance with the paint manufacturers' printed recommendations and instructions for all aspects of surface preparation, and handling, mixing, and application of paint materials.
- 3) Spot painting to correct damaged surfaces will be allowed only when touch-up area blends into the surrounding finish.
- 4) Rollers for applying paints and enamels shall be of a type designed for the coating to be applied and the surface to be coated. Special attention shall be given to ensure that all edges, corners, crevices, and welds
- g. Hazardous Material/Waste: The Contractor shall provide covered containers, transportation, and disposal of liquids, hazardous waste, dust and debris generated by performance hereunder, including storage, and pier clean-up. Nothing contained in this contract or the task / delivery orders shall relieve the Contractor from complying with applicable federal, state, and local laws, codes, ordinances and regulations, including, but not limited to; the obtaining of licenses and permits, in connection with hazardous material in the performance of this contract.
  - h. Acceptance trials. Upon completion of work, the boat crew will check all areas of the vessel impacted by the work, and conduct any necessary sea trials to ensure satisfactory completion of such work.
  - i. The vessel shall be returned in the same condition of cleanliness as received before work commencing.

# **ATTACHMENT 2**

## **BID PROPOSAL FORM ACKNOWLEDGMENT**



## BID SIGNATURE FORM (Page 1 of 2)

IFB # 16-23

DATE: \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

**Bids due by 2:00 PM on Thursday, February 23, 2017**  
**BID AMOUNT AS PER SPECIFICATIONS FOR PB440 SERVICES:**

**A. Routine Maintenance Services:**  
 (Includes all labor, parts and materials-In accordance with Statement of Work)

Part / Part # / Equipment	Service	Yearly Quantity	Unit Price	Total Price
Engines (x2) Cummins QSC 8.3	Opening & cleaning of 2 after coolers	2		
Propulsion Unit (x2) Hamilton Jet HJ322	Remove & install, clean, prime, paint, install 4 zinc anodes, grease the fittings-2 water jets	1		
Air Conditioning System	Vac-u-flush head winterization. 5 gallons anti-freeze	1		
Life Raft	Inspect & Test	1		
Patrol Boat	Haul-out	2		
Patrol Boat Bottom	Paint	2		
Hull Zinc Anodes	Replace zinc anodes	8		
Hull	Paint once in 5-year period	1		

A. Maintenance Svc Total      \$ \_\_\_\_\_

**B. Diagnostic and Repair Services**  
 (Quantity of hours is estimated and not binding on the State. Contractor shall be paid for actual services rendered and actual hours worked)

Supplemental Labor – Straight Time Rate  
 \$ \_\_\_\_\_ x 80 man hours = \$ \_\_\_\_\_  
Hourly rate

**BID SIGNATURE FORM  
(Page 2 of 2)**

Supplemental Labor – Overtime Rate

\$ \_\_\_\_\_ x 20 man hours = \$ \_\_\_\_\_  
Hourly rate

B. Repair Service Total = \$ \_\_\_\_\_

C. Supplemental Parts / Materials

(Parts cost is estimated and not binding on the State. Contractor shall be paid for actual parts ordered or required for repair)

Percentage of mark-up on parts

\_\_\_\_\_ % x \$18,000 in parts = \$ \_\_\_\_\_ + \$18,000 = \$ \_\_\_\_\_

C. Parts/Material Total = \$ \_\_\_\_\_

**ANNUAL TOTAL (A+B + C) \$ \_\_\_\_\_**

**Hours noted above do not guarantee contract will be valued at bid amount. Amount noted for parts is not guaranteed.**

SIGN BID HERE: \_\_\_\_\_  
(Authorized Signature)

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

OFFICIAL COMPANY NAME: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Federal Employee Tax ID #: \_\_\_\_\_ SFS Vendor ID #: \_\_\_\_\_

MWBE Contractor: Yes \_\_\_\_\_ No \_\_\_\_\_ Service Disabled Veteran Owned: Yes \_\_\_\_\_ No \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

FAX Number (\_\_\_\_\_) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

**ACKNOWLEDGMENT PAGE**

The bid must be fully and properly executed by an authorized person. **By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS, Appendix A (Standard Clauses For New York State Contracts), Appendix B (DMNA General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, bidder affirms that it understands and agrees to comply with the DMNA procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).** Information may be accessed at:

Procurement Lobbying: <http://www.ogs.ny.gov/aboutogs/regulations/defaultAdvisoryCouncil.html>

**INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
: SS.:  
COUNTY OF \_\_\_\_\_ }

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_ , before me personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that \_he resides at \_\_\_\_\_, Town of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_; and further that:

**[Check One]**

- If an individual):** \_he executed the foregoing instrument in his/her name and on his/her own behalf.
- If a corporation):** \_he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- If a partnership):** \_he is the \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- If a limited liability company):** \_he is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that \_he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

\_\_\_\_\_  
**Notary Public**  
**Registration No.**

# **APPENDIX C**

## **REQUIRED FORMS**

- **SITE VISIT REGISTRATION**
- **NON-COLLUSIVE BIDDING CERTIFICATION**
- **VENDOR RESPONSIBILITY DISCLOSURE**
- **VENDOR RESPONSIBILITY QUESTIONNAIRE**
- **MACBRIDE FAIR EMPLOYMENT PRINCIPLES**
- **ST-220-TD TAX & FINANCE CONTRACTOR CERTIFICATION**
- **ST-220-CA TAX & FINANCE COVERED AGENCY CERTIFICATION**
- **SUBSTITUTE W-9**  
(Required only if vendor is recommended for contract award and does not yet have a 10-digit NYS vendor ID number)

**SITE VISIT  
PRE-REGISTRATION FORM**

IFB 16-23  
Patrol Boat 440 Maintenance Services  
New York Naval Militia  
10 Search Lane  
Staten Island, New York 10305

**SITE VISIT: Thursday, February 9, 2017  
1:00 PM**

**Late arrivals will not be permitted on site  
Driver's License or Picture ID must be brought to site visit.**

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NAME OF COMPANY

---

INDIVIDUAL ATTENDING – FULL NAME W/ MIDDLE INITIAL (PRINT)

---

SIGNATURE

---

TELEPHONE NUMBER / EMAIL ADDRESS

---

DRIVER'S LICENSE NUMBER WITH ISSUING STATE

---

DATE OF BIRTH / PASSPORT # IF APPLICABLE / CITIZENSHIP

**PRE-REGISTRATION FORM SHALL BE EMAILED OR FAXED TO  
DIVISION OF MILITARY AND NAVAL AFFAIRS BY  
3:00 pm, Wednesday, February 8, 2017  
Fax to (518) 786-4824 or Email to [lisa.m.bogardus2.nfg@mail.mil](mailto:lisa.m.bogardus2.nfg@mail.mil)**

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

SECTION 139-D, Statement of Non-Collusion in bids to the State:

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

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

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

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

**A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD**

**BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH;**

**PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE**

**THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND**

**SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN**

**DETAIL THE REASONS THEREFORE:**

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

Subscribed to under penalty of perjury under the laws of the State of New York,  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ as the act and deed of said corporation of partnership.

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

**NAMES OF PARTNERS OR PRINCIPALS**

**LEGAL RESIDENCE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:**

**NAMES**

**LEGAL RESIDENCE**

\_\_\_\_\_

\_\_\_\_\_

President

\_\_\_\_\_

\_\_\_\_\_

Secretary

\_\_\_\_\_

\_\_\_\_\_

Treasurer

\_\_\_\_\_

\_\_\_\_\_

President

\_\_\_\_\_

\_\_\_\_\_

Secretary

\_\_\_\_\_

\_\_\_\_\_

Treasurer

**Identifying Data:**

Potential Contractor: \_\_\_\_\_

Street Address:

\_\_\_\_\_

City, Town, etc.

\_\_\_\_\_

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

If applicable, Responsible Corporate Officer Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

**Joint or combined bids by companies or firms must be certified on behalf of each participant:**

\_\_\_\_\_ Legal name  
of person, firm or corporation

By \_\_\_\_\_  
(Name)

\_\_\_\_\_

Title

\_\_\_\_\_

Street Address

\_\_\_\_\_

City and State

\_\_\_\_\_ Legal name of person, firm or corporation

By \_\_\_\_\_  
(Name)

\_\_\_\_\_

Title

\_\_\_\_\_

Street Address

\_\_\_\_\_

City and State



**Agency Policy and Prohibitions Regarding Permissible Contacts  
Between Vendors and Division of Military and Naval Affairs**

The New State Finance Law (SFL) 139-j restricts “**contacts**” by **offerers** with any **governmental entity** regarding **procurement contracts**. Subject to certain exceptions set forth in SFL 139-j(3), contacts between offerers and State agency/authority personnel, other than the official agency/authority designated contact person or persons, are prohibited during the **restricted period** of the procurement.

State Finance Law (SFL) 139-j(1)(c) defines “**contacts**” as “any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental procurement.”

State Finance Law (SFL) 139-j(1)(h) defines “**offerer**” as “the individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement.”

State Finance Law (SFL) 139-j(1)(a) defines “**governmental entity**” as “(1) any department, board, bureau, commission, division, office, council, committee or officer of the state, whether permanent or temporary; (2) each house of the state legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) any public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the legislative law; or (7) a subsidiary or affiliate of such a public authority.”

State Finance Law (SFL) 139-j(1)(f) defines “**restricted period**” as “the period of time commencing with the earliest written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from offerers intending to result in a procurement contract with a governmental entity (and terminating) with the final contract award and approval by the governmental entity and, where applicable, the state comptroller.”

I have been made aware of the Division of Military and Naval Affairs policy on “Permissible Contacts and affirm that I understand and agree to comply with the procedures relating to permissible contacts during this procurement.

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

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

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

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

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

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

**Offerer Certification:**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Contractor Name: \_\_\_\_\_  
Contractor Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Termination Provision***

The Governmental Entity reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

### 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: \_\_\_\_\_

## NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MACBRIDE FAIR EMPLOYMENT PRINCIPLES

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

- (1) has business operations in Northern Ireland;

Yes\_\_\_\_\_ or No\_\_\_\_\_

If Yes:

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

Yes\_\_\_\_\_ or No\_\_\_\_\_

---

Signature

