

**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 BID**

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

<b>BID OPENING</b> <b>DATE:</b> November 14, 2023 <b>TIME:</b> 2:00 PM	<b>TITLE:</b> Korean and Vietnam War Commemorative Medals
<b>REQUEST FOR PROPOSAL NUMBER:</b> IFB 23-27	<b>SPECIFICATION REFERENCE:</b> Scope of Work Pages 26-33
<b>CONTRACT PERIOD:</b> Initial contract period of one year with up to four (4) optional one-year renewals.	<b>ADDRESS INQUIRIES TO:</b> Aimee Hommel – Senior Purchasing Agent Telephone (518)786-4964 FAX (518)786-4824 E-mail Address: <a href="mailto:aimee.m.hommel.nfg@army.mil">aimee.m.hommel.nfg@army.mil</a>

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 Bid, 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	City	State	Zip
County			
<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

## 1.1 Overview

New York State Military Law Section 247 1-d has been amended authorizing the governor to present in the name of the legislature of the state of New York medals to be known as “The New York State Korean War Commemorative Medal” and the “New York State Vietnam War Commemorative Medal”.

Pursuant to law, The New York State Division of Military and Naval Affairs (DMNA), Latham, New York is seeking a responsible vendor to design and create Korean and Vietnam Commemorative Medals for DMNA’s Award program.

DMNA seeks to award a Purchase Authorization contract for a twelve (12) month term with up to four (4) optional one-year renewals. The contract will commence upon the approval of the Office of the State Comptroller.

## 1.2 Designated Contact

Pursuant to State Finance Law §§139-j and 139-k, Aimee Hommel, Senior Purchasing Agent, 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. In compliance with the Procurement Lobbying Law, contact is limited to only the individuals listed below.

Aimee Hommel, Senior 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: [aimee.m.hommel.nfg@army.mil](mailto:aimee.m.hommel.nfg@army.mil)

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

Peter Frangie, 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: 1-518-786-4437  
 Fax: 1-518-786-4824 Email: [peter.frangie.nfg@army.mil](mailto:peter.frangie.nfg@army.mil)

## 1.3 Key Events

The table below outlines the schedule for important action dates:

<b>DMNA Issues - Request for Proposal (IFB)</b>	<b>October 24, 2023</b>
<b>Deadline for Submission of Bidder Questions</b>	<b>October 31, 2023</b>
<b>DMNA Issues Responses to Written Questions</b>	<b>On or about November 7, 2023</b>

<b>Bid Due Date/Bid Opening Date</b>	<b>November 14, 2023, 2:00PM</b>
<b>Contract Start Date (contingent upon OSC approval)</b>	<b>Estimated 12/1/23</b>

## **1.4 Minimum Bidder Requirements**

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

Contractor must be TIOH-certified vendor (Institute of Heraldry)

Contractor must have the necessary facilities, experience, capability, equipment, and financial resources to supply the items requested and to perform any services needed in a satisfactory and timely manner.

Contractor must submit digital mock ups and two (2) medal samples of previous work in the specified finishes as referenced in Attachment #1 Scope of Work.

**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 – Not Applicable**

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## **2. BID SUBMISSION**

### **2.1 RFP Questions and Clarifications**

Questions and requests for clarification regarding this IFB 23-27 shall only be directed to:

Aimee Hommel, Senior 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: aimee.m.hommel.nfg@army.mil

Questions and/or requests for clarification are only accepted via e-mail and in writing. Official answers to questions will be provided via an addendum to this Invitation for Bid. Deadline for submission of questions will be October 31st 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:

Provide proof of TIOH certification and verify experience and financial capacity.

3. **Subcontractors.** No subcontracting will be allowed.
4. **Pricing.** Bidder shall submit a completed Bid Proposal Form (Attachment 2) in ink or machine produced.
5. The total quantity of medals to be ordered is an estimate only. Estimated quantities are not guaranteed. Contractor will only be paid for actual medals ordered and received that are in satisfactory condition in the sole determination of DMNA. DMNA will dispatch a blanket purchase order and place orders on an as needed basis.
6. **Required Forms.** Required forms must be completed and are attached as Appendix C.
7. Contractor must submit digital mock ups and two (2) medal samples of previous work in the specified finishes as referenced in Attachment #1 Scope of Work.

**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 resulting from this Request for Proposal.

## 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 **one (1) original** 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 23-27**

**Bid Due Date and Time: November 14, 2023, 2:00 pm**

**Bid for: Korean and Vietnam War Commemorative Medals**

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: Aimee Hommel

**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.



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### 3. ADMINISTRATIVE INFORMATION

#### 3.1 Issuing Office

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

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

Provide pricing based on procurement of material and labor for proper completion of full scope of work detailed in the specifications.

**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 twelve (12) months with an additional Four (4) optional renewal years.

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 4.12 – 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.

### **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 Awards Program, 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

### **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 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(s). All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes.

### **3.10 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.

### **3.11 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.

### **3.12 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.

### **3.13 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.

### **3.14 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 June 2023, 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 2016, 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 23-27 (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/>

## **4.5 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.

## 4.6 **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.

## **4.7 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 Comptroller of the State of New York.

## **4.8 Procurement Rights**

The Division of Military and Naval Affairs 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.

## **4.9 Subcontracting**

Subcontracting will not be allowed.

## **4.10 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.

## **4.11 Debriefings and Protest Procedures**

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Prior to the estimated contract award established in Section 1.3 Key Events, DMNA shall, upon request, provide a debriefing which would be limited to review of that bidder's bid. After the written notification of the 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.

## **4.12 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.

a material breach that remains uncured for more than thirty (30) days or other specified period after written notice to the Contractor, the Contract may be terminated by DMNA at the Contractor's expense where Contractor becomes unable or incapable of performing, or meeting any requirements or qualifications set forth in the Contract, or for non-performance, or upon a determination that Contractor is non-responsible. Such termination shall be upon written notice to the Contractor. In such event, DMNA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach. DMNA shall have the right to terminate this Contract without cause by sixty (60) days prior written notice. In the event of such termination, the parties will adjust the accounts due and the Contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.

### **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.

## **4.13 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.

#### **4.14 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.

#### **4.15 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.

#### **4.16 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.

#### **4.17 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 in Appendix A and Appendix B and exhibits.

## **4.18 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**

RFP 23-27  
STATEMENT OF WORK

**MEDAL SPECIFICATIONS**

Suspension ribbon rayon material, 1 3/8" wide, colors as specified on attached design sheets.

Medal size 1 1/2" diameter, plus attachment of same type as shown on attached page, 1/8" thick at edge.

Material: Medals should be made from Red Brass, 85/15 (UNS Alloy No. C230), with the following finishes:

Vietnam Medal: Brass, Oxidized, Buffed Relieved Finish, shall match TIOH Finish Chip #4

Korean Medal: Silver Plated, Oxidized, Buffed Relieved, Matte Finish, shall match TIOH Finish Chip #14

Total finished height of medal and suspension ribbon: 3 1/4"

Please see below examples for required ribbon attachments.



Use of Nail Bars/Prong and Wing-Clutch pictured for ribbon attachments.





Vendor must be an Institute of Heraldry Manufacturer (TIOH Certified).

Vendor to supply digital mock-up with bid proposal.

Vendor will submit (2) samples of previous work with TIOH Certified Chip # 4 and #14 with bid proposal – See attached TIOH Certified Chip #4 and #14.

Cost per medal will include Die Mold, Trim Tool, Medal, Ribbon and Attachments.

Medal must be individually wrapped in protective cardboard box.

Awarded vendor will supply twelve (12) finished samples for Quality Assurance inspection prior to production.

Purchase Authorization Contract to be awarded for a twelve (12) month term with four (4) optional renewal years.

Pricing will be fixed for the first twelve (12) month term.

Additional optional renewal year pricing shall include an annual CPI increase not to exceed 3% as per the terms of RFP 23-27.

DMNA anticipates ordering 50,000 medals per year.

25,000 – Korean

25,000 – Vietnam

The total quantity of medals to be ordered is an estimate only. Estimated quantities do not guarantee the contract will be valued at maximum amount of the contract.

Contractor will only be paid for actual medals ordered and received. DMNA will dispatch a blanket purchase order and place orders on an as needed basis.

# Vietnam War Commemorative Medal



1/8 inch Emerald Green  
 5/16 inch Air Force Yellow  
 1/16 inch Scarlet  
 3/8 inch Old Glory  
 1/16 inch Scarlet  
 5/16 inch Air Force Yellow  
 1/8 inch Emerald Green



Emerald Green  
 Yarn: 67128  
 PMS: 369



AF Yellow  
 Yarn: 67103  
 PMS: 116

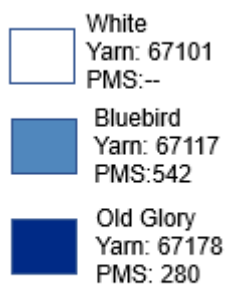


Old Glory  
 Yarn: 67178  
 PMS: 280



Scarlet  
 Yarn: 67111  
 PMS: 200

# Korean War Commemorative Medal



3/8 inch Bluebird  
1/8 inch White  
3/8 inch Old Glory  
1/8 inch White  
3/8 inch Bluebird



zed, Buffed Relieved, Polished Highlights

ted, Mirror-like Polished

ted, Matte Finish

ed, Matte Finish, Polished

ed, Mirror-like Polished

ed, Matte Finish

d Matte Finish Polished Highlights



CHIP #4 - BRASS



CHIP #14 - SILVER PLATED

# **ATTACHMENT 2**

## **BID PROPOSAL FORM ACKNOWLEDGMENT**

**BIDDER'S RESPONSE FORM**  
**Attachment #2**  
**Korean/Vietnam War Commemorative**  
**Medal**

IFB # 23-27

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

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

**Bids due by 2:00 PM on November 14, 2023**

**Korean Medal - 25,000 count****Vietnam Medal – 25,000 count**

Cost per medal \$ \_\_\_\_\_

Cost per medal \$ \_\_\_\_\_

Shipping \$ \_\_\_\_\_

Shipping \$ \_\_\_\_\_

Total Cost \$ \_\_\_\_\_

Total Cost \$ \_\_\_\_\_

Total annual cost \$ \_\_\_\_\_

Total annual Cost \$ \_\_\_\_\_

Total Annual Bid Cost \$ \_\_\_\_\_

The total quantity of medals to be ordered is an estimate only. Estimated quantities do not guarantee the contract will be valued at maximum amount of the contract. Contractor will only be paid for actual medals ordered and received. DMNA will dispatch a blanket purchase order and place orders on an as needed basis.

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**

- **NON-COLLUSIVE BIDDING CERTIFICATION**
- **VENDOR RESPONSIBILITY DISCLOSURE**
- **VENDOR RESPONSIBILITY QUESTIONNAIRE**
- **MACBRIDE FAIR EMPLOYMENT PRINCIPLES**
- **PROOF OF INSURANCE – WORKERS COMP/DISABILITY  
or CE-200 Exemption**
- **TIOH CERTIFICATION**
- **DIGITAL MOCK- UP**
- **(2) SAMPLES CERTIFIED CHIP #4 AND #14**

**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 or partnership.

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

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

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

NAMES

LEGAL RESIDENCE

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---

President

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---

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)

4 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

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

**COMPLETION & CERTIFICATION**

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or owner's official representative authorized to legally bind the Reporting Entity must certify the truth of the questionnaire answers.

**NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)**

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at [ITServiceDesk@osc.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us) or call 866-370-4672.

**DEFINITIONS**

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at <https://www.osc.state.ny.us/files/vendors/2017-11/vendor-questionnaire-definitions.pdf>. These terms may not have their ordinary, common or traditional meanings. Each vendor must read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

**RESPONSES**

Every question must be answered fully. Each response must provide **all** relevant information to appropriately explain the answer. If you have concerns as to the legal requirements behind your answers, please seek clarification from your counsel. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity is not required to be identified. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

**REPORTING ENTITY**

Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

**ASSOCIATED ENTITY**

An Associated Entity is one that owns or controls the Reporting Entity, or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does **not** include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity. Please refer to the Definitions List for the complete definition.

**STRUCTURE OF THE QUESTIONNAIRE**

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

<b>I. LEGAL BUSINESS ENTITY INFORMATION</b>			
<u>Legal Business Entity Name*</u>		<u>EIN</u>	
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>	
		Telephone <div style="text-align: right;">Ext.</div>	Fax
Email		Website	
Additional <u>Legal Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years and the status (active or inactive).			
Type	Name	EIN	Status
1.0 <u>Legal Business Entity</u> Type – Check appropriate box and provide additional information:			
<input type="checkbox"/> <u>Corporation</u> (including <u>PC</u> )		Date of Incorporation	
<input type="checkbox"/> <u>Limited Liability Company</u> (LLC or PLLC)		Date of Organization	
<input type="checkbox"/> <u>Partnership</u> (including <u>LLP</u> , <u>LP</u> or <u>General</u> )		Date of Registration or Establishment	
<input type="checkbox"/> <u>Sole Proprietor</u>		How many years in business?	
<input type="checkbox"/> Other		Date Established	
If Other, explain:			
1.1 Was the <u>Legal Business Entity</u> formed or incorporated in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If ‘No,’ indicate jurisdiction where <u>Legal Business Entity</u> was formed or incorporated and attach a <u>Certificate of Good Standing</u> from the applicable jurisdiction or provide an explanation if a <u>Certificate of Good Standing</u> is not available.			
<input type="checkbox"/> United States   State   _____			
<input type="checkbox"/> Other   Country   _____			
Explain, if not available:			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide <u>CIK Code</u> or Ticker Symbol			
1.3 Does the <u>Legal Business Entity</u> have a <u>DUNS</u> Number?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” Enter <u>DUNS</u> Number			

\*All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” which can be found at <https://www.osc.state.ny.us/files/vendors/2017-11/vendor-questionnaire-definitions.pdf>

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

**I. LEGAL BUSINESS ENTITY INFORMATION**

1.4 If the Legal Business Entity's Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State?  
(Select "N/A," if Principal Place of Business is in New York State.)

☐ Yes ☐ No  
☐ N/A

If "Yes," provide the address and telephone number for one office located in New York State.

1.5 Is the Legal Business Entity a New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Service-Disabled Veteran-Owned Business (SDVOB), New York State Small Business (SB) or a federally certified Disadvantaged Business Enterprise (DBE)?

☐ Yes ☐ No

If "Yes," check all that apply:

- ☐ New York State certified Minority-Owned Business Enterprise (MBE)  
☐ New York State certified Women-Owned Business Enterprise (WBE)  
☐ New York State certified Service-Disabled Veteran-Owned Business (SDVOB)  
☐ New York State Small Business (SB)  
☐ Federally certified Disadvantaged Business Enterprise (DBE)

1.6 Identify Officials and Principal Owners of the Reporting Entity, if applicable. For each person, include name, title, date of birth, and percentage of ownership. For each Business Entity that is a Principal Owner, include name, address, EIN, and percentage ownership. Identify all Business Entities owning 25% or more of the Reporting Entity and include name, address, EIN and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional. Each Business Entity identified as a Principal Owner must also submit a vendor responsibility questionnaire.

If there is no person or Business Entity that owns 25% or more of the Reporting Entity (or 10% or more if the Reporting Entity is publicly traded), check here. ☐

Name of Officials and Principal Owners (for each person, please include a middle initial)	Title	Date of Birth	Percentage Ownership (Enter 0% if not applicable)
Name of each Business Entity owning 25% or more of Reporting Entity	Address	EIN	Percentage Ownership



**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

**II. REPORTING ENTITY INFORMATION**

2.0 The Reporting Entity for this questionnaire is:

Note: Select only one.

☐ Legal Business Entity

*Note: If selecting this option, “Reporting Entity” refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)*

☐ Organizational Unit within and operating under the authority of the Legal Business Entity

SEE DEFINITIONS OF “REPORTING ENTITY” AND “ORGANIZATIONAL UNIT” FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.

*Note: If selecting this option, “Reporting Entity” refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)*

**IDENTIFYING INFORMATION**

a) Reporting Entity Name

Address of the Primary Place of Business (street, city, state, zip code)

Telephone

ext.

b) Describe the relationship of the Reporting Entity to the Legal Business Entity

c) Attach an organizational chart

d) Does the Reporting Entity have a DUNS Number?

☐ Yes ☐ No

If “Yes,” enter DUNS Number

e) Identify the designated manager(s) responsible for the business of the Reporting Entity.  
*For each person, include name and title. Attach additional pages if necessary.*

Name	Title

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

**INSTRUCTIONS FOR SECTIONS III THROUGH VII**

For each “Yes,” provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each “Other,” provide an explanation which provides the basis for not definitively responding “Yes” or “No.” Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

**III. LEADERSHIP INTEGRITY**

*Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:*

3.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.1 <u>Suspended, debarred, or disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other

For each “Yes” or “Other” provide an explanation for the response and attach additional sheets with numbered responses if necessary:

**IV. INTEGRITY – CONTRACT BIDDING**

*Within the past five (5) years, has the reporting entity:*

4.0 Been <u>suspended or debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, <u>debarment</u> for a violation of New York State Workers’ Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 Had a bid rejected on a <u>government contract</u> for failure to <u>make good faith efforts</u> on any <u>Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Service-Disabled Veteran-Owned Business or Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each “Yes,” provide an explanation for the response and attach additional sheets with numbered responses if necessary:

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

**V. INTEGRITY – CONTRACT AWARD**

*Within the past five (5) years, has the reporting entity:*

- |   |  |
|---|--|
| 5.0 Been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government contract</u> ?     | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5.2 Entered into a formal monitoring agreement as a condition of a contract award from a <u>government entity</u> ?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |

For each “Yes,” provide an explanation for the response and attach additional sheets with numbered responses if necessary:

**VI. CERTIFICATIONS/LICENSES**

*Within the past five (5) years, has the reporting entity:*

- |  |  |
|--|--|
| 6.0 Had a revocation, <u>suspension</u> or <u>disbarment</u> of any business or professional permit and/or license?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , <u>Service-Disabled Veteran-Owned Business</u> or federal certification of <u>Disadvantaged Business Enterprise</u> status for other than a change of ownership? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

For each “Yes,” provide an explanation for the response and attach additional sheets with numbered responses if necessary:

**VII. LEGAL PROCEEDINGS**

*Within the past five (5) years, has the reporting entity:*

- |  |  |
|--|--|
| 7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.1 Been the subject of an indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious or willful</u> ?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any <u>government entity</u> involving a violation of federal, state or local environmental laws?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.5 Other than previously disclosed:<br>a) Been subject to fines or penalties imposed by <u>government entities</u> which in the aggregate total \$25,000 or more; or<br>b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>government entity</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

For each “Yes,” provide an explanation for the response and attach additional sheets with numbered response if necessary:

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

**VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY**

<b>8.0</b> Within the past five (5) years, has the <u>Reporting Entity</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
<b>8.1</b> Within the past five (5) years, has the <u>Reporting Entity</u> had any <u>liquidated damages</u> assessed over \$25,000 for any reason, including failure to meet <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , <u>Service-Disabled Veteran-Owned Business</u> , or <u>Disadvantaged Business Enterprise goals</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
<b>8.2</b> Within the past five (5) years, have any <u>liens, claims</u> or <u>judgments</u> (not including UCC filings) over \$25,000 been filed against the <u>Reporting Entity</u> which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant’s name(s), the amount of the <u>lien(s)</u> , the current status of the issue(s), and the balance of the <u>lien</u> or <u>judgment</u> not yet paid. Provide answer below or attach additional sheets with numbered responses.	
<b>8.3</b> In the last seven (7) years, has the <u>Reporting Entity</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as “Initiated,” “Pending” or “Closed.” Provide answer below or attach additional sheets with numbered responses.	
<b>8.4</b> During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any tax returns required by <u>federal</u> , state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the <u>Reporting Entity</u> failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
<b>8.5</b> During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide the years the <u>Reporting Entity</u> failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
<b>8.6</b> During the past three (3) years, has the <u>Reporting Entity</u> had any <u>government audit(s)</u> completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
a) If “Yes,” did any audit of the <u>Reporting Entity</u> identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any <u>material disallowance</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes” to 8.6 a), provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

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**IX. ASSOCIATED ENTITIES**

*This section pertains to any entity(ies) that either controls or is controlled by the reporting entity.  
(See definition of “associated entity” for additional information to complete this section.)*

<p>9.0 Does the <u>Reporting Entity</u> have any <u>Associated Entities</u>?</p> <p>Note: All questions in this section must be answered if the <u>Reporting Entity</u> is either:</p> <ul style="list-style-type: none"> <li>– An <u>Organizational Unit</u>; or</li> <li>– The entire <u>Legal Business Entity</u> which controls, or is controlled by, any other entity(ies).</li> </ul> <p>If “No,” SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.</p> <p>If “Yes,” provide the name, address and EIN of each Associated Entity and its relationship to the <u>Reporting Entity</u>.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>9.1 Within the past five (5) years, has any <u>Associated Entity Official</u> or <u>Principal Owner</u> been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for:</p> <p>a) Any business-related activity; or</p> <p>b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If “Yes,” provide an explanation of the issue(s), the individual involved, their title and role in the <u>Associated Entity</u>, identify the <u>Associated Entity</u>’s name(s), <u>EIN</u>(s), primary business activity, the individual’s relationship to the <u>Reporting Entity</u>, relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s).</p>	
<p>9.2 Does any <u>Associated Entity</u> have any currently undischarged <u>federal</u>, New York State, New York City or New York local government <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$50,000?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If “Yes,” provide an explanation of the issue(s), identify the <u>Associated Entity</u>’s name(s), <u>EIN</u>(s), primary business activity, relationship to the <u>Reporting Entity</u>, relevant dates, the Lien holder or Claimant’s name(s), the amount of the <u>lien</u>(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	
<p>9.3 Within the past five (5) years, has any <u>Associated Entity</u>:</p>	
<p>a) Been <u>disqualified</u>, <u>suspended</u> or <u>debarred</u> from any <u>federal</u>, New York State, New York City or other New York local <u>government contracting process</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>b) Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by any <u>federal</u>, New York State, New York City, or New York local <u>government entity</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>c) Been <u>suspended</u>, <u>cancelled</u> or <u>terminated for cause</u> (including for <u>non-responsibility</u>) on any <u>federal</u>, New York State, New York City or New York local <u>government contract</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>d) Been the subject of an <u>investigation</u>, whether open or closed, by any <u>federal</u>, New York State, New York City, or New York local <u>government entity</u> for a civil or criminal violation with a penalty in excess of \$500,000?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>e) Been the subject of an indictment, grant of immunity, <u>judgment</u>, or conviction (including entering into a plea bargain) for conduct constituting a crime?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>federal</u>, New York State, New York City, or New York local <u>government entity</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

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**IX. ASSOCIATED ENTITIES**

*This section pertains to any entity(ies) that either controls or is controlled by the reporting entity.*

*(See definition of “associated entity” for additional information to complete this section.)*

For each “Yes,” provide an explanation of the issue(s), identify the Associated Entity’s name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

**X. FREEDOM OF INFORMATION LAW (FOIL)**

10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).

☐ Yes ☐ No

Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.

If “Yes,” indicate the question number(s) and explain the basis for the claim.

**XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE**

Name	Telephone ext.	Fax
Title	Email	

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**Certification**

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

It being acknowledged and agreed that all responses included in this questionnaire are to the knowledge, information and belief of the Business Entity, the undersigned certifies under penalties of perjury that they:

**The undersigned certifies that he/she:**

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

Signature of Owner/Official \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

