

**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**  
**e-mail: [bonnie.j.kelleher.nfg@army.mil](mailto:bonnie.j.kelleher.nfg@army.mil)**

## Invitation for Bid

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

<b>BID OPENING</b> <b>DATE: August 18, 2025</b> <b>TIME: 3:00PM</b>	<b>TITLE:</b> <b>NY Armory Queensbury Boiler Replacements</b>
<b>INVITATION FOR BID</b> <b>NUMBER: 25-07</b>	<b>SPECIFICATION REFERENCE:</b> <b>See attached specifications/scope of work</b>
<b>CONTRACT PERIOD: September 3, 2025 or Upon OSC approval – contract duration based on material availability</b>	
<b>DESIGNATED CONTACTS:</b>	
Bonnie Kelleher Purchasing Agent Telephone: (518) 786-4673, Fax: (518) 786-4824 Email address: <a href="mailto:bonnie.j.kelleher.nfg@army.mil">bonnie.j.kelleher.nfg@army.mil</a>	Aimee DiDonna Purchasing Agent Telephone: (518) 786-4964, Fax: (518) 786-4824 Email address: <a href="mailto:aimee.m.didonna.nfg@army.mil">aimee.m.didonna.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 solicitation, 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: _____  D/B/A - Doing Business As (if applicable): _____	Bidder's Federal Tax Identification No.: _____
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: _____  Title: _____	Printed or Typed Name: _____  Date: _____
Phone : (     )     -     ext (     ) Fax : (     )     -     ext (     ) E-mail Address: _____	Toll Free Phone : (     )     -     ext (     ) Toll Free Fax : (     )     -     ext (     ) Company Web Site: _____

**Method of Award:** Award will be made based on lowest bid submission by grand total from a responsive and responsible offeror meeting specifications.

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## 1. INTRODUCTION

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### 1.1 Overview

The New York State Division of Military and Naval Affairs (DMNA), New York National Guard, is seeking a responsible vendor to supply, remove and replace two (2) boilers, per the scope of work included herein.

### 1.2 Designated Contact

In compliance with the Procurement Lobby Law, Bonnie Kelleher, Purchasing Agent, NYS Division of Military and Naval Affairs 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.

Bonnie Kelleher, Purchasing Agent  
 NYS Division of Military and Naval Affairs  
 330 Old Niskayuna Road  
 Latham, New York 12110  
 Telephone: (518) 786-4673  
 Fax: (518) 786-4824  
 Email: [bonnie.j.kelleher.nfg@army.mil](mailto:bonnie.j.kelleher.nfg@army.mil)

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

Aimee DiDonna, Purchasing Agent  
 NYS Division of Military and Naval Affairs  
 330 Old Niskayuna Road  
 Latham, New York 12110  
 Telephone: (518) 786-4964  
 Fax: (518) 786-4824  
 Email address: [aimee.m.didonna.nfg@army.mil](mailto:aimee.m.didonna.nfg@army.mil)

### 1.3 Key Events

The table below outlines the schedule for important action dates:

<b>DMNA Issues Invitation for Bid (IFB)</b>	<b>Monday, July 21, 2025</b>
<b>Mandatory -- Registration for Site Visit</b>	<b>Monday, August 4, 2025 3:00pm</b>
<b>Mandatory -- Site Visit</b>	<b>Wednesday, August 6, 2025 @ 9:00am</b>
<b>Deadline for Submission of Bidder Questions</b>	<b>Friday, August 8, 2025 3:00pm</b>
<b>DMNA Issues Responses to Written Questions</b>	<b>Wednesday, August 13, 2025 3:30pm</b>
<b>Bid Due Date/Bid Opening Date</b>	<b>Monday, August 18, 2025 3:00pm</b>
<b>Tentative Contract Start Date</b>	<b>Wed. Sept 3, 2025 or Upon OSC approval</b>

### 1.4 Minimum Bidder Requirements

The following minimum requirements are mandatory and must be met by each bidder:

1. Contractor must have the necessary experience, capability, equipment and financial resources to perform the services in a satisfactory and timely manner.
2. Provide proof of being in business at least two years.
3. Provide a minimum of at least three references that you have provided a like service currently or within the last two years.

### 1.5 Mandatory Pre-proposal Conference and Site Visit

Bidders intending to submit a bid are requested to attend a mandatory site visit at:

- NYS Armory 65 Stone Quarry Road, Queensbury NY 12804  
 August 6, 2025 at 9:00am

This is the **only date and time available**. Alternate dates for additional site inspections **will not** be available. Attendees will be required to sign in and provide basic company and contact information. This information will be used to verify attendance and to communicate any changes to the solicitation (addenda). Therefore, it is imperative that the information provided be legible and accurate. Failure to attend the mandatory pre-bid site visit will result in rejection of the bid.

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

Due to security restrictions, all bidders MUST pre-register with Subhash Sukhram by email at [subhash.d.sukhram.nfg@army.mil](mailto:subhash.d.sukhram.nfg@army.mil) no later than **Monday, August 4, 2025, at 3:00PM**. It is recommended that attendees arrive at the building at least forty-five (15) minutes prior to the scheduled time with a REAL\_ID compliant Driver's License or an approved secondary ID (Passport/Social Security Card/Birth Certificate).

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

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

**NOTE:** If there are any questions bidders would like to address at the pre-bid conference/site visit, bidders should submit them in writing as instructed in writing to the designated contact prior to the date of the conference/site visit. Questions during the pre-bid conference/site visit will be permitted, however, only questions submitted in writing and answered via addendum will be considered official.

## **2. BID SUBMISSION**

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### **2.1 IFB Questions and Clarifications**

Questions and requests for clarification regarding this IFB 25-07 shall only be directed to the designated contact listed above. Questions and/or requests for clarification are only accepted via email or in writing. Official answers to questions will be provided via addendum. Bid addenda will be provided via email to all bidders who attended the mandatory site visit. The deadline for submission of questions will be as stated in Section 1.3, Key Events.

The prospective bidder should notify the DESIGNATED CONTACT of any term, condition, etc.

that precludes the vendor from submitting a compliant, responsive bid. Bidders are cautioned to read this document thoroughly to become familiar with all aspects of the bid.

## **2.2 Bid Format and Content**

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

1. **Cover Letter.** The cover letter shall confirm that the bidder (1) 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:
  - a. Indicate the number of consecutive years the bidder has been actively in business.
  - b. Provide a current list of references with contact information and a description of contract services. A minimum of three references is required.
3. **Subcontractors.** There is no subcontracting allowed.
4. **Pricing.** The bidder shall submit a completed Bid Proposal Form (Attachment 2). Services noted on the Bid Proposal Form are estimates and not binding on the State. The contractor shall be paid only for actual services rendered.
5. **Required Forms.** All other required completed forms from Appendix C.

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

## **2.3 Bid Preparation**

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

## **2.4 Packaging of IFB Response**

Please submit **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 #25-07**

**Bid Due Date and Time: August 18, 2025 3:00PM**

**Bid For: NYS Armory Queensbury Boiler Replacement**

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 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 Rd.  
Latham, NY 12110  
Attention: Laurie Ives, MNBF-PC

**EMAILED 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 at or before 3:00PM on the date indicated in Section 1.3 – Key Events. **Bidders assume all risks for timely, properly submitted deliveries.**

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

**Late submission of bids may be considered if proof can be provided showing that the carrier was solely responsible for this delay.** 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 the 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 always remains the property of the state, and all responses to this IFB, once delivered, become the property of the state.

### **Important Building Access Procedures for Delivered Bid:**

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

## **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 a 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 said addendum will be mailed or delivered to each potential bidder.
- d) Any addendum issued during the bidding process shall be included in bids and in closing a contract will become a part thereof.
- e) Any verbal information obtained from, or statements made by representatives of the Adjutant General of DMNA at the time of examination of the documents or site visit shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued in writing to all bidders shall become a part of the contract. The Adjutant General of DMNA will not be responsible for verbal instructions.

### **3. ADMINISTRATIVE INFORMATION**

#### **3.1 Issuing Office**

This solicitation is being issued by the New York State Division of Military and Naval Affairs Directorate of Budget and Finance on behalf of DMNA's NYS Armory, Queensbury NY.

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

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

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

##### **Base Bid:**

- Provide pricing based on design, procurement of material and labor for proper completion of full scope of work detailed in the specifications. The contractor shall be paid for actual hours worked, actual services rendered, and actual parts/materials required to complete the service.

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



### 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 rates provided by the contractor to other clients for like services.**

### 3.4 Term of Contract

This contract will commence upon purchase order approval by the Office of the State Comptroller (OSC).

DMNA 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 solicitation and no liability shall be incurred by or arise against DMNA, its agents and employees, 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 4.13 Termination.

### 3.5 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, either in its body or as an attachment, will itemize work completed. 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 materials 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 after project completion on a company invoice. A representative from DMNA 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, 5th Floor, 1220 Washington Avenue, Albany, New York 12226-1900 or by email to [AccountsPayable@ogs.ny.gov](mailto:AccountsPayable@ogs.ny.gov).

The invoice will be processed in accordance with the 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 the 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 DMNA.**

### **3.6 Electronic Payments**

The contractor shall provide complete and accurate billing invoices 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 of the Division of Military and Naval Affairs, 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 [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at (518) 474-4032. The 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.

Please note that in conjunction with New York State's implementation of a new Statewide Financial System, OSC requires all vendors doing business with New York State agencies 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.

### **3.7 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 is 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.

### **3.8 Bid Exceptions**

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

### **3.9 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.) 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 DMNA and OSC shall have the right to inspect and audit the contractor's records covered under this Agreement, in accordance with their 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.

"Request for Proposal" 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.

"Offeror" 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 Terminology**

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 corporation and associations, including public bodies, as well as natural persons. The terms "hereby," "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 regarding all provisions of the solicitation, and the contract resulting from the solicitation.

***No subcontracting is allowed.***

### **3.14 Staffing Expectations**

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

- The 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.

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

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##### **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 (OGS) Specification, dated April 2016, attached hereto, is hereby expressly made a part of this solicitation document as fully as it set forth at length herein and shall govern any situations not covered by the 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. This Contract
3. Invitation for Bid IFB 25-07 (this document) with any addendum(s)
4. Appendix B
5. 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 offeror/bidder during the procurement process. An offeror/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 offeror/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the offeror/bidder is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found 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 the 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 fifteen (15) calendar 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 Rad, 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 Endorsement shall be on Insurance Service Office's (ISO) form number **GC 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.

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 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):
- 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

- advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and
- explosion, collapse, and underground coverage.
- If such insurance contains an aggregate limit, it shall apply separately on a per-job or per-project basis.
- Coverage for the use of reasonable force to protect persons and property must be included.
- 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.
- The contractor shall maintain Errors and Omissions Liability Insurance with a limit of not less than \$5,000,000 per loss.
- Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this contract.
- 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.
- **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 are 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 in 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.
- To provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation, contractors shall:
  - Be legally exempt from obtaining workers' compensation insurance coverage,
  - or**
  - Obtain such coverage from insurance carriers,
  - or**
  - 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:

- **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 Worker's Compensation Board's website <http://www.wcb.ny.gov/>  
**or**
- **Certificate of Workers' Compensation Insurance Form C-105.2** 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**
- **Certificate of Workers' Compensation Insurance 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**
- **Certificate of Workers' Compensation Self-Insurance Form SI-12**, available from the New York State Workers' Compensation Board's Self-Insurance Office,  
**or**
- **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:

- Be legally exempt from obtaining disability benefits coverage,  
**or**
  - Obtain such coverage from insurance carriers,  
**or**
  - 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:
    - **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 Worker's Compensation Board's website <http://www.wcb.ny.gov/>  
**or**
    - **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**
    - **Form DB-155 Certificate of Disability Benefits Self-Insurance**. 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 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 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, and 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 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 agency certifying that the contractor filed the ST-220TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if forms are not completed and returned with 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 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 website: <http://www.tax.ny.gov/>.

**4.5 Freedom of Information Law/Trade Secrets**

During the evaluation process, the content of each bid will be held in confidence and details of any



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 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 THE SUBMISSION OF THE SUBJECT INFORMATION. REQUESTS FOR EXEMPTION OF THE ENTIRE CONTENTS OF A 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 a stop, 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 Attorney General and the Comptroller of the State of New York.

#### **4.8 Subcontractors**

No subcontracting is allowed.

#### **4.9 Procurement Rights**

The State of New York reserves the right to:

- 1) Reject any and all proposals received in response to this solicitation.
- 2) Disqualify a proposer from receiving the award if the proposer, or anyone in the proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- 3) Correct proposers' mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the proposer.

- 4) Adjust any proposer's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said proposer will cause the state to incur additional costs. Utilize any and all ideas submitted in the proposals received.
- 5) Negotiate with proposers responding to this solicitation within the solicitation requirements to serve the best interests of the state.
- 6) Begin contract negotiations with another bidding contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected contractor within 21 days of selection notification.
- 7) Waive any non-material requirement not met by all proposers.
- 8) Not make an award from this solicitation.
- 9) Make an award under this solicitation in whole or in part.
- 10) Make multiple contract awards pursuant to this 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.

#### **4.10 Extent of Services**

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

#### **4.11 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.

#### **4.12 Debriefings**

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Prior to contract award, DMNA shall, upon request, provide a debriefing which would be limited to review of that bidder's bid. After contract award, DMNA shall, upon request, provide a debriefing to any bidder that responded to the RFP, 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.

#### **4.13 Termination**

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

DMNA may, upon thirty (30) days' notice, terminate the contract resulting from this IFB in the event of the awarded bidder's failure to comply with any of the proposal's requirements unless the awarded bidder obtained a waiver of the requirement. In addition, DMNA may also terminate any contract resulting from this IFB upon ten (10) days written notice if the contractor makes any arrangement or assignment for the benefit of the creditors.

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

**B. Procurement Lobbying Termination**

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

**4.14 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 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.

#### **4.15 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.

#### **4.16 Extension of Use**

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

#### **4.17 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.

#### **4.18 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.

#### **4.19 Appendices and Exhibits**

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

#### **4.20 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 assumes 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.

#### **4.21 Prevailing Wage**

Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law as published by the New York State Department of Labor. Prevailing wage schedule PRC#2025003272 has been assigned to this project. Further information can be found in Appendix B.

Any Federal or State violation of public works laws or regulations, labor law or regulation, or any OSHA violation deemed serious or willful may be grounds for a determination of vendor non-responsibility and rejection of bid.

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# **ATTACHMENT 1**

## **SCOPE OF WORK**

## SCOPE OF WORK

### *NYS Armory Queensbury Boiler Replacement*

**Project:** Replace Natural Gas Fired Boilers

**Project Location:** NYS Armory Queensbury, 65 Stone Quarry Road, Queensbury, NY 12804

**Project Description:** The boilers at the Queensbury Armory are aging and require replacement. The current heating system is less than 20 years old and is indicating a failing condition. Replace both high-efficiency hot water boilers (2 each) with new high-efficiency hot water boilers. Boilers need to be able to operate in a Lead Lag configuration. The vendor will provide all personnel, equipment, tools, materials, ancillary parts, supervision, and quality control necessary to perform the replacement of the natural gas fired boilers and all required piping, as needed.

**Work To Be Completed:**

- Disconnect and remove existing boilers, to include:
  - Disposal of boilers.
  - Removal of lines and connections not needed for the installation of the new boilers.
- Provide high efficiency natural gas condensing hot water boilers
  - Design basis: Lochnivar Power-Fin, NG, 2 million btu/hr.
    - New boilers should be comparable in-service capability.
- Installation and connection of new boilers, set to operate as lead/lag.
  - Removal of trash and waste from installation.
- Commissioning and TAB services.

**Deliverables:**

- 2 new installed high efficiency hot water boiler.

**Work Scheduling:** The following are recognized as US holidays. The vendor shall coordinate with the Superintendent and Regional Supervisor in advance if work is planned on any of these days:

- New Year's Day: January 1<sup>st</sup>
- Martin Luther King, Jr. Day: Third Monday of January
- President's Day: Third Monday of February
- Memorial Day: Last Monday of May
- Juneteenth: June 19<sup>th</sup>
- Independence Day: July 4<sup>th</sup>
- Labor Day: First Monday of September
- Columbus Day: Second Monday of October
- Veteran's Day: November 11<sup>th</sup>
- Thanksgiving Day: Fourth Thursday of November
- Christmas Day: December 25<sup>th</sup>

# **ATTACHMENT 2**

**BID PROPOSAL FORM**

**ACKNOWLEDGMENT**

**BIDDER'S RESPONSE FORM**  
NYS Armory Queensbury Boiler Replacement  
65 Stone Quarry Road, Queensbury NY 12804

IFB 25-07

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

**Bids must be received no later than 3:00PM on Monday, August 18, 2025**

**Labor:**

Job Title:	Hourly Rate:	Number of Hours:	Total:

**Materials:**

Cost (lump sum):	% Markup:	Total:

**Total:**

<b>Labor + Materials = Total Bid</b>	<b>\$</b>
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Contractor must abide by all terms and conditions in the IFB. Travel time is not applicable to this service and shall not be paid. The number of labor hours and cost of parts is an estimate and there is no guarantee that this is the number of hours and parts that will be paid out by the state. Contractor will only be paid for the actual services rendered.

Authorized Signature: \_\_\_\_\_

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

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

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

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

Federal Tax ID: \_\_\_\_\_

SFS Vendor ID: \_\_\_\_\_

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

Fax: \_\_\_\_\_

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

MBE Yes/No

WBE Yes/No

SDVOB Yes/No

**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**

- **MANDATORY SITE VISIT REGISTRATION**
- **NON-COLLUSIVE BIDDING CERTIFICATION**
- **VENDOR RESPONSIBILITY DISCLOSURE**
- **VENDOR RESPONSIBILITY QUESTIONNAIRE**
- **MACBRIDE FAIR EMPLOYMENT PRINCIPLES**
- **PROOF OF INSURANCE – WORKERS COMP/DISABILITY OR CE-200 EXEMPTION**
- **SEXUAL HARASSMENT PREVENTION CERTIFICATION**
- **COPY OF BIDDERS DEPARTMENT OF LABOR REGISTRATION CERTIFICATE** (Effective December 30, 2024, all contractors submitting new bids or commencing new work covered by Article 8 of the New York State Labor Law must be registered with the New York State Department of Labor (DOL). Contractors register with DOL through DOL's Contractor Registry portal. If approved, a Certificate of Registration will be issued)

**MANDATORY SITE VIST  
PRE-REGISTRATION FORM**

IFB 25-07  
DIVISION OF MILITARY AND NAVAL AFFAIRS  
NYS ARMORY  
65 STONE QUARRY ROAD  
QUEENSBURY, NY 12804

**SITE VISIT: August 6, 2025 at 9:00am**

**Late arrivals will not be permitted on site.**

**Plan to arrive 15 minutes prior to clear the front security gate.**

**REAL\_ID compliant Driver's License or an approved secondary ID (Passport/Social Security Card/Birth Certificate) must be brought to the site visit.**

---

NAME OF COMPANY

---

INDIVIDUAL ATTENDING – FULL NAME (PRINT)

---

SIGNATURE

---

TELEPHONE NUMBER / EMAIL ADDRESS

---

DRIVER'S LICENSE NUMBER AND ISSUING STATE

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DATE OF BIRTH / PASSPORT # IF APPLICABLE / CITIZENSHIP

Pre-Registration Form shall be emailed to the contact below, no later than

**3:00PM on Monday, August 4, 2025**

Email to: [subhash.d.sukhram.nfg@army.mil](mailto:subhash.d.sukhram.nfg@army.mil)

**You will receive confirmation of your registration via email**



**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

---

Secretary

---

Treasurer

---

President

---

Secretary

---

Treasurer

---

---

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**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\_\_\_\_\_  
Legal name of person, firm or corporationBy \_\_\_\_\_  
(Name)By \_\_\_\_\_  
(Name)\_\_\_\_\_  
Title\_\_\_\_\_  
Title\_\_\_\_\_  
Street Address\_\_\_\_\_  
Street Address\_\_\_\_\_  
City and State\_\_\_\_\_  
City and State

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Offerer Certification:**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

### **Termination Provision**

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

### **Offerer Disclosure of Prior Non-Responsibility Determinations**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

\_\_\_\_\_

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

Name and Title of Person Submitting this Form: \_\_\_\_\_

Contract Procurement Number: \_\_\_\_\_ Date: \_\_\_\_\_

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No Yes

6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

\_\_\_\_\_

(Add additional pages as necessary)

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

Signature

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

**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 Ext.	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:

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**VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY**

8.0 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.	
8.1 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.	
8.2 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.	
8.3 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.	
8.4 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.	
8.5 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.	
8.6 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 <u>Associated Entity</u> 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 \_\_\_\_\_



## 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 \_\_\_\_\_

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Signature

**SEXUAL HARASSMENT PREVENTION CERTIFICATION**  
**REQUIRED BY SECTION 139-L OF THE STATE FINANCE LAW**

State Finance Law §139-L requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees.

**By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.**

If the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification

**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 attachment and that all information provided is complete, true and accurate.**

**Legal Business Name of Company Bidding:**

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**D/B/A - Doing Business As (if applicable):**

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**Bidder's Signature:**

**Printed or Typed Name:**

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**Title:**

**Date:**

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