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COMMISSIONER/CEO

NEW YORK STATE  
DIVISION OF HOUSING  
& COMMUNITY  
RENEWAL

August 1, 2014

HOUSING  
TRUST FUND  
CORPORATION

## TO PROSPECTIVE BIDDERS:

STATE OF  
NEW YORK MORTGAGE  
AGENCY

The New York State Division of Housing and Community Renewal (DHCR), a major housing agency of New York State Homes and Community Renewal, has issued an Invitation for Bids (IFB #08222014) to purchase newly manufactured vehicles from manufacturer-authorized dealers. The new vehicles will replace leased vehicles nearing lease-end date.

NEW YORK STATE  
HOUSING FINANCE  
AGENCY

NEW YORK STATE  
AFFORDABLE HOUSING  
CORPORATION

STATE OF  
NEW YORK MUNICIPAL  
BOND BANK AGENCY

The deadline for the submission of bids is 1:00pm, Eastern Daylight Time, August 22, 2014.

TOBACCO SETTLEMENT  
FINANCING  
CORPORATION

We would appreciate a reply of your interest in submitting a proposal or a “no-bid” response.

For a copy of the Invitation for Bids, please refer to the attached IFB or visit the Procurement Opportunities page on the HCR website:

<http://www.nyshcr.org/AboutUs/Procurement/DHCRindex.htm>

Please check the above listed website on a regular basis for notification of any changes or updates to this IFB.

Yours truly,

Kenneth J. Ford, Senior Purchase Agent  
Procurement Unit  
kenneth.ford@nyshcr.org  
518-474-6434

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# New York State Division of Housing and Community Renewal

## 2014 Agency Vehicle Procurement

### INVITATION FOR BIDS (IFB) IFB # 08222014

Re-Issued: August 1, 2014

Submission Deadline: August 22, 2014, by 3:00 PM EDT

A copy this IFB is posted on the website of the New York State Division of Housing and Community Renewal:  
<http://www.nyshcr.org/AboutUs/Procurement/DHCRindex.htm>

#### **Procurement Notice:**

**IMPORTANT NOTICE:** A restricted period under the Procurement Lobbying Law is currently in effect for this Procurement and it will remain in effect until State Comptroller approval of the Contract. Bidders are prohibited from contacts related to this procurement with any New York State employee other than the designated contacts listed in this solicitation.

#### **Designated Contact(s) for this Procurement:**

Kenneth J. Ford – Senior Purchase Agent  
New York State Division of Housing and Community Renewal  
Hampton Plaza, 38-40 State Street  
Albany, NY 12207  
518-474-6434

[kenneth.ford@nyshcr.org](mailto:kenneth.ford@nyshcr.org)

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## New York State Division of Housing and Community Renewal

### 2014 Agency Vehicle Procurement (IFB#08222014 replacing IFB#06272014)

#### 1.0 INTRODUCTION

New York State Homes and Community Renewal (“HCR”) consists of seven major housing and community renewal agencies of the State of New York (“State”), including the Division of Housing and Community Renewal (“DHCR” or “Agency”) and the New York State Housing Finance Agency, New York State Affordable Housing Corporation, State of New York Mortgage Agency, State of New York Municipal Bond Bank Agency, Tobacco Settlement Financing Corporation, and the Housing Trust Fund Corporation (and collectively, “Affiliates” of DHCR), working under the leadership of Governor Andrew M. Cuomo and Commissioner/CEO Darryl C. Towns.

DHCR fosters the creation and preservation of high quality affordable housing and strategically revitalizes neighborhoods and communities throughout the State by integrating and leveraging the State’s housing resources. The Agency’s mission is far reaching, encompassing single and multifamily housing finance, home improvement, rent regulation, housing subsidies, and community development. The Agency’s four offices located in New York City, Albany, Buffalo and Syracuse, provide funding for developers, lenders, local governments, and not-for-profit service providers who are committed to empowering low and moderate-income families.

Visit HCR’s website at [www.nyshcr.org](http://www.nyshcr.org) for more information about DHCR and its Affiliates.

#### 1.1 Description of Need

The New York State Division of Housing and Community Renewal is re-issuing an Invitation for Bids (“IFB” or “Solicitation”) to purchase newly manufactured vehicles, as described herein, to replace expiring vehicle leases (See IFB section entitled “Key Events – Timeline”). The vehicles will be purchased in three lots: Lot 1, Lot 2, and Lot 3 (“Lot(s)"). A bidder may bid on individual or multiple Lots; however, qualified bidders must submit a cost proposal for all vehicles in each Lot.

A copy of this IFB and all related information is available on the HCR website at:

<http://www.nyshcr.org/AboutUs/Procurement/DHCRindex.htm>

Interested parties are strongly encouraged to monitor this website regularly for additions, changes, and updates to this Solicitation.

## 1.2 Bidder Qualifications

- Bids will only be accepted for non-pre-owned newly manufactured vehicles, model year 2014 or later.
- The bidder must be a “manufacturer authorized” dealer that is authorized to sell the vehicles specified in this IFB or proposed equivalents. (Proof of manufacturer authorization must accompany the bid proposal.)
- The dealer must have been in business as a “manufacturer authorized” dealer for a minimum of three years. (Proof of years of experience must be submitted with the bid proposal.)
- The bidder must demonstrate the capacity to process the order and to supply and deliver the required vehicles to DHCR in accordance with the requirements outlined in this Solicitation and the subsequent contract award.
- The bidder must demonstrate the organizational capacity, financial stability, and access to sufficient capital to provide the vehicles and complete the contractual obligations outlined in this IFB.
- The bidder must demonstrate management integrity for all owners, officers, principals, members, contract managers, and employees involved with this IFB.
- The bidder must demonstrate legal authority to do business in New York State.

## 1.3 Price

Bid pricing must be provided as a “best and final” offer using the Price Quote Worksheet (“Worksheet”) in Section 3.9. The completed Worksheet must be returned to DHCR by the due date and time indicated in the IFB Key Events-Timeline section of this IFB. Bidders may bid on one or more Lots. Per Lot pricing must be provided for each Lot being bid, and each Lot must include per unit pricing for each vehicle. If the bidder plans to charge delivery costs, the delivery costs *must* be included in the Lot Total as indicated on the Worksheet. If there are no delivery costs, a “zero” must be entered to indicate “no charge”.

## 1.4 Bid Specifications - Vehicle Descriptions By Lot Number

<b>LOT 1</b>	
<b>Vehicle Options</b>	<b>Requirements</b>
Year/Make/Model	2014 or newer Toyota Prius 2 gas/electric hybrid sedan, OR equivalent
Quantity	ONE
Mileage	Must equal or exceed 50 combined city/highway EPA miles per gallon fuel estimates
Seating Capacity	Must seat a minimum of four adult passengers
Engine Size	No less than 1.8L 4 cylinder gas/electric hybrid power plus electronic continuously variable transmission
Tire Size	No smaller than 15” wheels
Color	Prefer silver metallic exterior and dark gray interior but other colors will be considered based upon immediate availability

Additional Options	There are no options required beyond the Prius 2's standard base model features and accessories
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<b>LOT 2</b>	
Vehicle Options	Requirements
Year/Make/Model	2014 or newer Dodge Grand Caravan AVP or SE model minivan OR equivalent
Quantity	THREE
Mileage	Must equal or exceed 14 combined city/highway EPA miles per gallon fuel estimates (for E85 fuel); and must equal or exceed 20 combined city/highway EPA miles per gallon fuel estimates (for regular gas)
Environmental Capacity	Must be flex fuel and run on E85 fuel blend
Seating Capacity	<ul style="list-style-type: none"> <li>At minimum, must have four doors, rear lift gate and seating for seven adult passengers</li> <li>At minimum, must have second row bench with 3<sup>rd</sup> row "Stow and Go" style bench</li> </ul>
Engine Size	Must have no less than 3.6 liter V6 engine and six speed automatic transmission
Tire Size	No smaller than 17" wheels
Color	Prefer silver metallic exterior and dark gray interior but other colors will be considered based upon immediate availability
Additional Options	<ul style="list-style-type: none"> <li>There are no options required beyond the Caravan's standard base model features and accessories</li> </ul>

<b>LOT 3</b>	
Vehicle Options	Requirements
Year/Make/Model	2014 or newer Chevrolet Equinox LS AWD; OR equivalent
Quantity	TWO
Environmental Capacity	Must be flex fuel and run on E85 fuel blend
Seating Capacity	No less than five adult passengers
Engine Size	Must have no less than 2.4L four cylinder power and six speed automatic transmission
Tire Size	No smaller than 17" wheels
Color	Prefer silver metallic exterior and dark gray interior but other colors will be considered based upon immediate availability
Additional Options	There are no options required beyond the Equinox's standard base model features and accessories except must be AWD

### 1.5 Delivery

Delivery of vehicles **MUST be delivered no later than November 7, 2014**. Guaranteed delivery dates on or before this date must be specified on the Price Quote Worksheet for each Lot being bid.

### 1.6 Warranty and Guarantee Requirements

The bidder in concert with the manufacturer shall offer a 90 day warranty against all defects. The following warranty per Lot must be equaled or exceeded:

**LOT 1**

1. *Standard Manufacturer's Warranty Coverage:*

- Basic Warranty  
36 months/36,000 miles
- Corrosion Perforation Warranty  
60 months/ unlimited distance
- Hybrid Electrical Components Warranty  
96 months/100,000 miles
- Maintenance Warranty  
24 months/25,000 miles
- Powertrain Warranty  
60 months/60,000 miles

**LOT 2**

1. *Standard Manufacturer's Warranty Coverage:*

- Basic  
36 months/36,000 miles
- Powertrain  
60 months/100,000 miles
- Rust-Through  
60 months/100,000 miles

**LOT 3**

1. *Standard Manufacturer's Warranty Coverage:*

- Bumper-to-Bumper (including tires):  
Coverage is for the first 3 years or 36,000 miles, whichever comes first.
- Powertrain:  
Coverage is for the first 5 years or 100,000 miles, whichever comes first.
- Sheet Metal:

Corrosion coverage is for the first 3 years or 36,000 miles, whichever comes first.  
Rust-through coverage is for the first 6 years or 100,000 miles, whichever comes first.

**1.7 MWBE Aspirational Participation Goals**

Overall MWBE Participation of 20%

- MBE: 10%
- WBE: 10%

**1.8 Key Events – Timeline**

<b>Date</b>	<b>Event</b>
August 1, 2014	Release of IFB
August 8, 2014	Questions Due – <b>12 PM (EDT)</b>
August 13, 2014	Issuance of Answers to Questions
August 21, 2014	Bid Submission Deadline – <b>3 PM (EDT)</b>
August 27 – September 15, 2014	Estimated Purchase Order(s) issuance
October 17, 2014	Estimated Completion of Delivery
<b>November 7, 2014</b>	<b>Delivery MUST be Completed</b>

**1.9 IFB Questions and Clarifications**

Bidders may submit questions regarding this IFB by email to [iPurchase@nyshcr.org](mailto:iPurchase@nyshcr.org) no later than the deadline for questions set forth in the “Key Events - Timeline” section of this IFB. The “Subject” line of the email should indicate “**2014 Vehicle IFB Questions.**” Questions submitted after the deadline will not receive a response.

Answers to substantive questions in addition to any subsequent changes, additions or deletions to the IFB will be posted in a timely manner on the HCR website “Procurement Opportunities Q&A” page. Bidders should frequently check the HCR website “Procurement Opportunities” page for answers to questions, clarifications, additions, deletions, updates and other important information. Bidders should also note that all questions, clarifications, and exceptions must be resolved prior to submission of the bid.

The timeline and target dates for this IFB are subject to change. Any changes to the timeline and target dates will also be posted on the HCR website “Procurement Opportunities” page.

Any changes, additions or deletions DHCR makes will be considered incorporated into the IFB upon publication to its website.

**1.10 Bid Submission Requirements**

- Bids are due on August 22, 2014 by 3:00 PM.
- Bids must be submitted electronically to [iPurchase@nyshcr.org](mailto:iPurchase@nyshcr.org).

- The subject line of the email must state: "2014 Vehicle IFB"
- All submitted files are to be in Portable Document Format (PDF) compatible with Adobe Reader XI, version 11.0.4. Zip files and any other file types will not be accepted, nor will any discs or hard copies of documents be accepted. E-mails may be submitted in multiple parts if the file is too large to be transmitted as a single file. In that case, e-mails should state 1 of x, 2 of x, etc.)
- Additional paper-based original signature forms will be required from the successful bidder for inclusion in contract.

### **1.11 Communication Limitations**

Pursuant to State Finance Law §§139-j and 139-k, this Solicitation includes and imposes certain restrictions on communications between DHCR (including its Affiliates and New York State employees) and bidders during the Solicitation process. A bidder is restricted from making contacts, from the earliest notice of intent to solicit offers through final award and approval of the DHCR contract (the "Restricted Period), with any individual other than the designated DHCR contact person unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The designated contact person for DHCR is:

**Designated Contact**

Kenneth J. Ford  
New York State Division of Homes and Community Renewal  
Hampton Plaza  
38-40 State Street, Rm 424N  
Albany NY 12207  
518-474-6434  
[kenneth.ford@nyshcr.org](mailto:kenneth.ford@nyshcr.org)

Employees of DHCR (including employees of the State and its Affiliates) are required to obtain certain information when contacted during the Restricted Period and to make a determination of responsibility of the bidder pursuant to these two statutes. Certain findings of non-responsibility can result in the rejection for contract award and in the event of two findings within a 4 year period the bidder is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found on the Office of General Services' website at:

<http://ogs.ny.gov/acpl/>

## **2.0 ADMINISTRATIVE INFORMATION**

### **2.1 Issuing Office**

The Division of Housing and Community Renewal ("DHCR") is the issuing office.

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## **2.2 Method of Award**

The method of award will be made based upon the lowest Lot Total submitted from a responsible and responsive bidder. Each vehicle cost plus total delivery cost will equal the Lot Total. A review team will consider any “equivalent” alternative vehicles proposed and make a determination of whether a variant meets the needs of the Agency in terms of form, function and utility. Any award made on an accepted equivalent will be made on the same basis of Lot Total. Successful bidder(s) will be issued a notice of award via e-mail and/or U.S. mail. Non-selected bidders will also be notified in writing of DHCR’s determination via e-mail and/or US mail.

## **2.3 Term of Contract**

The term of the contract for this IFB will extend from the date of Office of the State Comptroller’s approval of the New York State Purchase Order to the date of the Agency’s acceptance of delivery of all of the vehicles being ordered per Lot (**no later than November 7, 2014**).

## **2.4 Cost**

Bidder’s cost proposals will be provided as “best and final” offers. Qualified bidders must complete and submit the Price Quote Worksheet provided in Section 3.9 of this IFB. The legal name of the bidding firm must be included on the Worksheet. All information in each box must be completed. A Lot Total (per Lot being bid) must be entered. In the case of Lots 2 and 3, a unit price per vehicle is also required. Include additional costs for delivery or enter a “zero” if no charge for delivery to DHCR’s Albany office. A Grand Total Bid Amount should be entered as the sum total of all Lots being bid.

## **2.5 Debriefing and Protest**

Consistent with New York State Finance Law Section 163(9)(c), any Bidder that is not selected for award may, within ten (10) business days of notice of the contract award, request a debriefing to discuss the evaluation of its bid proposal. A debriefing must be requested in writing and the request shall be submitted to the Designated Contact in accordance with Section 1.11 of this IFB.

A Bidder/Proposer will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled within ten (10) business days of receipt of written request by DHCR, or as soon after that time as practicable under the circumstances.

An unsuccessful Bidder/Proposer may file a protest concerning the contract award with DHCR’s Designated Contact, in accordance with Section 1.11 herein, within ten (10) business days from the date of the notice of the contract award, except that any protest concerning the

terms and conditions of the Solicitation (or other matters that would be apparent to an interested party prior to the date set in this IFB for the receipt of bid proposals) must be filed on or before the date set in this IFB for the receipt of bid proposals.

## 2.6 **[RESERVED]**

## 2.7 **Reserved Rights**

DHCR reserves the right to:

- Reject any or all bids/proposals received in response to this Solicitation process;
- Withdraw the Solicitation at any time, at DHCR's sole discretion;
- Make an award under the Solicitation in whole or in part;
- Disqualify any Bidder/Proposer whose qualifications, conduct and/or proposal fails to conform to the requirements of the Solicitation;
- Seek clarifications and revisions of bids/proposals;
- Use information obtained through the Agency's investigation of a Bidder's/Proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder/Proposer in response to the Agency's request for clarifying information in the course of evaluation and/or selection under the Solicitation;
- Prior to the contract award, amend the Solicitation specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- Prior to the contract award, direct Bidders/Proposers to submit modifications addressing subsequent Solicitation amendments;
- Change any part of the scheduled timeline;
- Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Bidders/Proposers;
- Waive any requirements that the Agency deems are not material;
- Negotiate with the successful Bidder/Proposer within the scope of the RFP in the best interests of the State;
- Conduct contract negotiations with the next responsible Bidder/Proposer, should the Agency be unsuccessful in negotiating with the selected Bidder/Proposer;
- Utilize any and all ideas submitted in the bids/proposals received;
- Unless otherwise specified in the Solicitation, every offer is firm and not revocable for a period of 60 days from the contract award; and
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's/Proposer's bid/proposal and/or to determine a Bidder's/Proposer's compliance with the requirements of the Solicitation.

Depending on the nature of the procurement, there may be additional State reserved rights beyond those presented here.

## 2.8 **Negative Findings**

A bid/proposal may be rejected at any time during the evaluation process and thereafter if there are any adverse findings that would prevent the Agency from selecting the Bid/Proposer. These findings may pertain to: the Primary Contractor; any firm listed as a partner, sub-consultant, or subcontractor in the bid/proposal; any owners, primary shareholders, or executive staff in the Primary Contractor or any of its partners; or any of the principal staff expected to perform or supervise or deliver the services/commodities outlined in the Solicitation. Such adverse findings include, but are not limited to:

- Negative findings from the New York State Inspector General, a federal Inspector General or from the U.S. Government Accountability Office, or from an Inspector General in another state;
- Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in New York State or another state;
- Pending or unresolved litigation with the Federal government, any State government, or a local municipality regarding contract performance;
- Arson conviction or pending case;
- Harassment conviction or pending case;
- Local, State, Federal or private mortgage arrears, default, or foreclosure proceedings;
- In rem foreclosure;
- Sale of tax lien or substantial tax arrears;
- Fair Housing violations or current litigation;
- Defaults under any Federal, State or locally-sponsored program;
- A record of substantial building code violations or litigation against properties owned and / or managed by the Bidder/Proposer or by any entity or individual that comprises the Bidder/Proposer;
- Past or pending voluntary or involuntary bankruptcy proceeding;
- Conviction for fraud, bribery or grand larceny; or
- Listing on the federal or State excluded parties lists.

If the Bidder/Proposer believes that any of the adverse findings listed above may be applicable to their entity, or any person or entity partnering with their entity, they should provide a detailed explanation of the finding either in the Bidder/Proposer Disclosure of Prior Non Responsibility Determinations Form, as provided in this Solicitation's attached Exhibits, or in an attached sheet. Failure to disclose any relevant findings may result in disqualification of the bid/proposal.

## **2.9 Termination**

The Agency may, upon thirty (30) days' notice, terminate the contract(s) resulting from this Solicitation in the event of an awarded Bidder's failure to comply with any of the bid's requirements unless the awarded Bidder obtained a waiver of the requirement. DHCR reserves the right to begin negotiations with a second highest bidder within a reasonable amount of time in the event the lowest bidder seems unable to fulfill the terms of the agreement.

In addition, DHCR may also terminate any contract resulting from this IFB upon ten (10) days' notice if a Contractor makes any arrangement or assignment for the benefit of creditors.

Further, DHCR 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 to the Contractor.

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

## **2.10 Participation of MWBEs and Equal Employment Opportunities**

DHCR is committed to awarding contracts to firms that are dedicated to diversity and high-quality services at competitive rates. The Agency strongly encourages firms that are certified by New York State as minority- and/or women-owned business enterprise ("MWBEs"), as well as firms that are not yet certified, but have applied for certification, to submit responses to this invitation for bid ("IFB"). All certified MWBE firms, submitting bids to this IFB, should be registered with the New York State Department of Economic Development. For MWBE firms that are not certified but have applied for certification, please provide evidence of filing, including the filing date.

DHCR is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all DHCR contracts, as defined therein, with a value in excess of \$25,000. The Agency strongly encourages joint ventures of MWBE firms with majority firms and MWBE firms with other MWBE firms. For assistance identifying MWBE partners, contact Ms. Lisa G. Pagnozzi, Contract Administrator, at [LPagnozzi@nyshcr.org](mailto:LPagnozzi@nyshcr.org).

For purposes of this solicitation, DHCR hereby establishes an overall aspirational goal of 5% of total contract expenditures for MWBE participation.

DHCR values affording MWBEs the opportunity to participate in the performance of the contract to be awarded for this Solicitation. Accordingly, any contract awarded under this IFB will promote, and assist in, the participation of certified MWBEs as outlined in and in accordance with DHCR's Appendix II relating to requirements and procedures for Participation by Minority Group Members and Women.

### **New York State Law**

Pursuant to New York State Executive Law Article 15-A ("Article 15-A"), DHCR recognizes its obligation to promote opportunities for maximum feasible participation of certified MWBEs, and the employment of minority group members and women in the performance of DHCR

contracts. DHCR encourages firms that are MWBE certified to submit bids in response to this IFB.

In 2006, the State commissioned a disparity study to evaluate whether MWBEs had a full and fair opportunity to participate in State contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of MWBEs in State procurement contracting versus the number of MWBEs that were ready, willing and able to participate in State procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the MWBE program. The recommendations from the Disparity Study culminated in the enactment and the implementation of Article 15-A, which requires, among other things, that DHCR establish goals for maximum feasible participation of State-certified MWBEs and the employment of minority group members and women in the performance of DHCR contracts.

### **Business Participation Opportunities for MWBEs**

DHCR is committed to achieving significant MWBE participation in its contracts and will use good faith efforts to ensure qualified MWBE firms are included in the selection of an entity to participate in the desired commodities under this IFB.

Firms responding to this IFB that are not MWBEs are strongly encouraged to consider partnerships or other joint venture arrangements with certified MWBE firms to provide MWBE firms the opportunity to participate in the provision of services performed under the contract(s) to be awarded to the successful Bidder.

Note that under Article 15-A, Bidders may be required to document good faith efforts to provide meaningful participation by MWBE firms. Willful and/or intentional violation of this obligation may result in the imposition of liquidated damages or other appropriate sanctions, including, without limitation, suspension of any future contracts with DHCR and monetary payments based on the MWBE goal shortfall.

The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/MWBE.html>.

## **3.0 REQUIRED DOCUMENTATION**

### **3.1 Standard Clauses**

The Standard Clauses for State of New York Contracts, attached hereto as **Appendix A**, will apply to any contract awarded as a result of this Solicitation. Depending on the nature of the procurement, there may be additional State reserved rights beyond those presented here.

### **3.2 Procurement Lobbying Law**

Bidders are required to review and comply with the Procurement Lobbying Provisions and to complete and submit the Affirmation of Understanding of Agreement Pursuant to SFL 139 (j)(3) and SFL 139 (j)(6)(b), the Certification of Compliance with SFL 139 (k)(5), and the Proposer Disclosure of Prior Non-Responsibility Determinations, attached hereto collectively as **Exhibit B**.

### 3.3 Vendor Responsibility

DHCR is required to conduct a review of each prospective contractor and provide reasonable assurance that the vendor is responsible. Vendor responsibility is determined by reviewing the prospective contractor's legal authority to do business in New York State, business integrity, performance history (including references), and financial and organizational resources. To comply with this requirement, all prospective vendors are required to complete the New York State Vendor Responsibility Questionnaire.

Bidders are required to complete, certify, and submit the Vendor Responsibility Questionnaire, attached hereto as **Exhibit G**, with the Bid Proposal documents. Bidders may complete the Vendor Responsibility Questionnaire online or submit a paper questionnaire.

- **New Online Vendors:** If a bidder is not currently enrolled in the New York State VendRep System and would like to enroll online, the bidder must enroll in the New York State VendRep System and complete the questionnaire at: <http://www.osc.state.ny.us/vendrep>. (Online vendors must provide the VendRep # on the bid submission documents.)
- **Existing Online Vendors:** If the bidder is currently enrolled in the New York State VendRep System, the bidder can log-in directly to the VendRep System at: <https://portal.osc.state.ny.us>. (Online vendors must provide the VendRep # on the bid submission documents.)
- **Paper Submissions:** Vendors opting to file a paper Vendor Responsibility Questionnaire can obtain the appropriate questionnaire from the VendRep website and submit a hard copy with the bid submission documents.

For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672, or by email to: [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us).

### 3.4 Iran Divestment Act

The Bidder is required to review, complete, and submit the Iran Divestment Act Form, attached hereto as **Exhibit E**, to attest that by submitting a bid in response to this Solicitation or by assuming the responsibility of a Contract awarded hereunder, the Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined to be Non-Responsive Bidders

Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the Solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should DHCR receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DHCR will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then DHCR shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

DHCR reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension 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.

### **3.5 Non Collusive Bidding Certification**

Pursuant to New York State Finance Law (“SFL”) Section 139(d), the Bidder must certify to DHCR that the firm is in compliance with the non-collusion requirements set forth in SFL Section 139(d) by completing the Non-Collusive Bidding Form, attached hereto as **Exhibit C**.

### **3.6 Contractor or Vendor Information Form**

Bidders are required to provide the name of the business, the name of the owners and principals, and the legal status of the business by completing and submitting the Contractor or Vendor Information Form, attached hereto as **Exhibit D**.

### **3.7 Equal Employment and MWBE Documentation**

Pursuant to Article 15-A of the Executive Law, DHCR is required to establish employment and business participation goals for minorities and women. This law also requires individuals, sole proprietorships, partnerships, corporations, not-for-profit corporations, or any other party to a state contract or a bidder in conjunction with awarding a state contract or a proposed party to a state contract to comply with the legal requirements of Article 15-A. Bidders are required to review and comply with Article 15-A by completing and submitting the Contractor Solicitation Requirements and Procedures for Business Participation Opportunities for NYS Certified MWBEs and Equal Employment Opportunities for Minority Group Members and Women, the EEO Staffing Plan, the MWBE/EEO Policy Statement, the Company Demographic Profile, and the EEO Statement, attached hereto collectively as **Exhibit A**.

In addition, the Bidder must provide the following information, as applicable, as part of **Exhibit A**.

- If the Bidder/Proposer is a State-certified MWBE, documentation evidencing registration. For MWBEs that are not certified but have applied for certification, documentation evidencing the application with the New York State Department of Economic Development, including the filing date.
- If the Bidder/Proposer is not a State certified MWBE, descriptions of the instances, if any, in which the Bidder/Proposer has worked with MWBEs on previous transactions by engaging in joint ventures or other partnering or subcontracting arrangements. Such statement should include the nature of the engagement, how such arrangement was structured and a description of how the services and fees were allocated.
- A statement by the Bidder/Proposer indicating its willingness, if any, to engage in MWBE partnering or mentoring arrangements with a MWBE selected by the Bidder/Proposer. Such statement should include an explanation of how the Bidder/Proposer would structure such an arrangement and allocate services and fees between the firms.

### **3.8 [RESERVED]**

### **3.9 Price Quote Instructions**

1. Refer to the page 17 for the Price Quote Worksheet.
2. Provide vehicle information for each Lot (i.e. Lot 1, Lot 2, Lot 3) your firm has the capacity to provide based upon the specifications outlined in this IFB.
3. Provide the Year, Make, Model, Unit Price, # Provided, Total Amount, and Delivery Date for each vehicle being bid.
4. Provide a Lot Total for each lot being bid.
5. Verify that every box, including the Year, Make, Model, Unit Price, # Provided, Total, Delivery Date, Delivery Cost, and Lot Total, is completed for each vehicle and each lot being bid.

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**PRICE QUOTE WORKSHEET**

**Quantity Required: ONE**

Vehicle, Lot 1: 2014 Toyota Prius 2 gas/electric hybrid sedan, OR equivalent

Year	Make	Model	Unit Price	# Provided	Total	Delivery Date
				Delivery Cost*		
			Lot 1	<b>Lot Total:</b>		

**Quantity Required: THREE**

Vehicles, Lot 2: 2014 Dodge Grand Caravan American Value Package minivan OR equivalent

Year	Make	Model	Unit Price	# Provided	Total	Delivery Date
				Delivery Cost*		
			Lot 2	<b>Lot Total:</b>		

**Quantity Required: TWO**

Vehicles, Lot 3: 2014 Chevrolet Equinox LS AWD; OR equivalent

Year	Make	Model	Unit Price	# Provided	Total	Delivery Date
				Delivery Cost*		
			Lot 3	<b>Lot Total:</b>		

**GUARANTEED DELIVERY DATE NO LATER THAN NOVEMBER 7, 2014**

**GRAND TOTAL BID AMOUNT** \$ \_\_\_\_\_

**NOTE:** \*Delivery Cost is the total delivery charge for the Lot.

**BIDDER NAME:** \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_

**TELEPHONE & EMAIL** \_\_\_\_\_

**BIDDER SIGNATURE:** \_\_\_\_\_ **DATE** \_\_\_\_\_

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

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**STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

- 1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
- 2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
- 3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
- 4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

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

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

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

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

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

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

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

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

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

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

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

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.**

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:  
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension 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.

EXHIBIT A

(Exhibit A to follow this page)

# EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

<b>Solicitation/Program Name:</b>  	<b>Report includes:</b> <input type="checkbox"/> Workforce to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
<b>Offeror's Name:</b>  	<b>Reporting Entity:</b> <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor Subcontractor's name _____
<b>Offeror's Address:</b>  	

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Workforce by Gender		Workforce by Race/Ethnic Identification					Disabled (M) (F)	Veteran (M) (F)
	Total Male (M)	Total Female (F)	White (M) (F)	Black (M) (F)	Hispanic (M) (F)	Asian (M) (F)	Native American (M) (F)		
Officials/Administrators									
Professionals									
Technicians									
Service Maintenance Workers									
Office/Clerical									
Skilled Craft Workers									
Paraprofessionals									
Protective Service Workers									
<b>Totals</b>									

<b>PREPARED BY (Signature):</b>  	<b>TELEPHONE NO.:</b>  
<b>NAME AND TITLE OF PREPARER (Print or Type):</b>  	<b>EMAIL ADDRESS:</b>  
<b>DATE:</b>  	
<b>SUBMIT COMPLETED WITH BID OR PROPOSAL</b>	

**General instructions:** All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

**Instructions for completing:**

1. Enter the Solicitation number or RFP number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors' total workforce.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading 'Workforce by Gender'
6. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the Designated Contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

**RACE/ETHNIC IDENTIFICATION**

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

**OTHER CATEGORIES**

- **DISABLED INDIVIDUAL** any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male (M) or Female (F)

# M/WBE UTILIZATION PLAN

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name: \_\_\_\_\_ Federal Identification Number: \_\_\_\_\_  
 Address: \_\_\_\_\_ Solicitation Number: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Region/Location of Work: \_\_\_\_\_ M/WBE Goals in the Contract: MBE % WBE %

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts / Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

**6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (PROC-5).**

PREPARED and APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME AND TITLE OF PREPARER (Print or Type): \_\_\_\_\_

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

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

TELEPHONE NO: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

UTILIZATION PLAN APPROVED:  YES  NO Date: \_\_\_\_\_  
 Contract No: \_\_\_\_\_  
 Contract Award Date: \_\_\_\_\_  
 Estimated Date of Completion: \_\_\_\_\_  
 Amount Obligated Under the Contract: \_\_\_\_\_  
 NOTICE OF DEFICIENCY ISSUED:  YES  NO  
 Date: \_\_\_\_\_  
 NOTICE OF ACCEPTANCE ISSUED:  YES  NO  
 Date: \_\_\_\_\_

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL  
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

**M/WBE AND EEO POLICY STATEMENT**

I, \_\_\_\_\_, the (awardee/contractor) \_\_\_\_\_ agree to adopt the following policies with respect to the project being developed or services rendered for (name agency/ies or project location) \_\_\_\_\_

**MWBE**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from Agency(ies) and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EEO**

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative for a statement that it will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_

By \_\_\_\_\_

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

\_\_\_\_\_ is designated as the Minority Business Enterprise Liaison

He/she is responsible for administering the Minority and Women-Owned Business Enterprises-Equal Employment Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

20% Minority and Women's Business Enterprise Participation

10% Minority Business Enterprise Participation

10% Women's Business Enterprise Participation

**EEO Contract Goals**

    % Minority Labor Force Participation

    % Female Labor Force Participation





New York State  
Homes & Community Renewal  
www.nyshcr.org

**EEOC Statement**

of the

Division of Housing and Community Renewal,  
New York State Housing Finance Agency,  
State of New York Mortgage Agency,  
New York State Affordable Housing Corporation,  
State of New York Municipal Bond Bank Agency,  
Tobacco Settlement Financing Corporation,  
Housing Trust Fund Corporation  
(individually, "Agency" and collectively, "Agencies")

It is the goal of the Agencies to ensure compliance with the federal Equal Employment Opportunity Act of 1972, as amended. Respondents with fifteen (15) or more employees responding to this solicitation, must submit a statement disclosing whether the Respondent is currently operating under or negotiating, or has at some time in the last five (5) years operated under or negotiated, a conciliation agreement with the Equal Employment Opportunity Commission ("EEOC"); has been, at some time in the last five (5) years, or is currently the subject of a civil action brought against it by the EEOC; has been, at some time in the last five (5) years, or is currently the subject of an action brought against it by the EEOC for permanent, temporary or preliminary relief; has operated, at some time in the last five (5) years, or is currently operating under an order of a court to take affirmative action as a result of a civil action brought against it by EEOC.

Please answer the above question either in the affirmative or negative.

\_\_\_\_\_ Respond YES or NO.

If YES, provide explanation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date of Respondent's Signature

\_\_\_\_\_  
Print Name of Respondent

EXHIBIT B

(Exhibit B to follow this page)



## **PROCUREMENT LOBBYING PROVISIONS AND FORMS**

### **Policy and Prohibitions Regarding Permissible Contacts during a Covered Procurement**

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between DHCR and its affiliates and a proposer/bidder during the procurement process. A proposer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the DHCR and, if applicable, Office of the State Comptroller 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. Employees of DHCR and its affiliates are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the proposer/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 4 year period, the proposer/bidder is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found on the Office of General Services' website at: <http://www.ogs.ny.gov/BU/PC/SPC.asp>

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### **Contract Termination Provision**

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



**Affirmation of Understanding of  
Agreement Pursuant to  
State Finance Law §139-j (3) and §139-j (6) (b)**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_

---

**Certification of Compliance  
With State Finance Law §139-k (5)**

Proposer certifies that all information provided to DHCR with respect to State Finance Law §139-k is complete, true, and accurate.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_



Proposer 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)

Proposer 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: \_\_\_\_\_

EXHIBIT C

(Exhibit C to follow this page)

**NON-COLLUSIVE BIDDING CERTIFICATION**

**Required by Section 2878 of the Public Authorities Law**

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 \_\_\_\_\_, 20\_\_ as the act and deed of said corporation of partnership.**

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

NAMES OF PARTNERS OR PRINCIPALS LEGAL RESIDENCE

_____	_____
_____	_____
_____	_____
_____	_____

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

NAMES      LEGAL RESIDENCE

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Treasurer**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Treasurer**

Identifying Data:

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

**Street Address:** \_\_\_\_\_

**City, Town, etc.** \_\_\_\_\_

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

\_\_\_\_\_  
If applicable, Responsible Corporate Officer Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

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

<hr/>	
Legal name of person, firm or corporation	Legal name of person, firm or corporation
By _____	By _____
(Name)	(Name)
_____	_____
Title	
_____	_____
Street Address	Street Address
_____	_____
City and State	City and State

EXHIBIT D

(Exhibit D to follow this page)



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NEW YORK STATE HOUSING FINANCE AGENCY  
HOUSING TRUST FUND CORPORATION  
NEW YORK STATE AFFORDABLE HOUSING CORPORATION  
STATE OF NEW YORK MORTGAGE AGENCY  
STATE OF NEW YORK MUNICIPAL BOND BANK AGENCY  
TOBACCO SETTLEMENT FINANCING CORPORATION  
DIVISION OF HOUSING AND COMMUNITY RENEWAL

(individually, "Agency" and collectively, "Agencies")

---

**Contractor or Vendor Information Form**

Vendor/Contractor Name: \_\_\_\_\_

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

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

Fax Number: (\_\_\_\_\_) \_\_\_\_\_

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

Name & Title of Principal(s): \_\_\_\_\_  
\_\_\_\_\_

Name & Title of Authorized Signer(s): \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Charities Bureau Registration #: \_\_\_\_\_  
(Only applies to not-for-profits.)

Legal Status:            \_\_\_\_\_ Corporation            \_\_\_\_\_ Partnership  
   \_\_\_\_\_ Not-for-Profit            \_\_\_\_\_ Other \_\_\_\_\_

(Note: If conducting business under an assumed name (d/b/a), please include evidence of filing of certificate.)

---

## New York State Business Enterprises

1. Is your business a New York State Business Enterprise as defined below pursuant to Section 2879 of the Public Authorities Law?

(Please circle)                      Yes                      No

*“New York State Business Enterprise”* is any business enterprise, including a sole proprietorship, partnership or corporation, which offers for sale, lease or other form of exchange, goods sought by any Agency and substantially manufactured, produced or assembled in New York State, or services, other than construction services, which are sought by any Agency and which are substantially performed within New York State. For purposes of construction services, a New York state business enterprise shall mean a business enterprise, including a sole proprietorship, partnership, or corporation, which has its principal place of business in New York State.

### Encouraging Use of New York State Businesses in Contract Performance

New York State businesses have a substantial presence in State contracts and strongly contribute to the economics of the State and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this Agency procurement are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Agency awarded contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of the awarded contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in Agency contracts will help create more private sector jobs, rebuild New York’s infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor’s optimal performance under the contract award, thereby benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State’s economic engine through promotion of the use of New York businesses by its contractors. The Agency therefore expects proposers to provide maximum assistance to New York businesses in their use of the awarded contract. The potential participation of all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

1. Will New York State Businesses be used in the performance of this contract award?

(Please circle)                      Yes                      No



---

**Women Owned Business Enterprises**

1. Is your company a Women-Owned Business Enterprise as defined below pursuant to Section 2879 of the Public Authorities Law?

(Please circle)                      Yes                      No

2. If yes, has your company been certified as a Women-Owned Business Enterprise?

(Please circle)                      Yes                      No

**Women-Owned Business Enterprise:** Any business enterprise, including a sole proprietorship, a partnership, or a corporation that is:

- (i) At least 51% percent owned by one or more United States citizens or permanent resident aliens who are women;
- (ii) An enterprise in which the ownership interest of such women is real, substantial and continuing;
- (iii) An enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
- (iv) An enterprise authorized to do business in the State of New York and is independently owned and operated;
- (v) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certifications, with a personal net worth that does not exceed \$3.5 million dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and
- (vi) An enterprise that is a small business<sup>2</sup>

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**Vendor/Contractor Certification:**

*Proposer/bidder certifies that to the best of his/her knowledge and belief, all information contained in this application is true and correct.*

**Name of Contractor or Vendor:** \_\_\_\_\_

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

**Print Name and Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

---

<sup>2</sup>"Small Business" means, unless otherwise indicated, a business which has a significant business presence in the State of New York, is independently owned and operated, not dominant in its field and employs, based on its industry, a certain number of persons as determined by the Director of division of minority and women's business development in the department of economic development, but not to exceed 300, taking into consideration factors which include, but are not limited to, Federal small business administration standards pursuant to 13 CFR part 121 and any amendments thereto. The Director may issue regulations on the construction of the terms in this definition.

EXHIBIT E

(Exhibit E to follow this page)

**IRAN DIVESTMENT ACT**  
**NOTICE FOR SOLICITATIONS**

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Proposers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List.

Additionally, Proposer/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the New York State Division of Housing and Community Renewal (DHCR) receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DHCR will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then DHCR shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

DHCR reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension 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.

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

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

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

This form must be signed by an authorized executive or legal representative.

EXHIBIT F

(Exhibit F is not applicable to this solicitation)

EXHIBIT G

(Exhibit G to follow this page)

**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 officer must certify the questionnaire and the signature must be notarized.

**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 OSC Help Desk at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@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 [www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf](http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf). These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to 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. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. 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.

**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> , <u>Other Identity</u> , 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 [www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf](http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf).

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<b>I. LEGAL BUSINESS ENTITY INFORMATION</b>		
1.4 If the <u>Legal Business Entity's Principal Place of Business</u> is not in New York State, does the <u>Legal Business Entity</u> maintain an office in New York State? (Select "N/A," if <u>Principal Place of Business</u> is in New York State.)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
If "Yes," provide the address and telephone number for one office located in New York State.		
1.5 Is the <u>Legal Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise (MBE)</u> , <u>Women-Owned Business Enterprise (WBE)</u> , <u>New York State Small Business (SB)</u> or a federally certified <u>Disadvantaged Business Enterprise (DBE)</u> ? If "Yes," check all that apply: <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise (MBE)</u> <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise (WBE)</u> <input type="checkbox"/> <u>New York State Small Business (SB)</u> <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise (DBE)</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
1.6 Identify <u>Officials</u> and <u>Principal Owners</u> , if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.		
Name	Title	Percentage Ownership <i>(Enter 0% if not applicable)</i>

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<b>II. REPORTING ENTITY INFORMATION</b>	
2.0 The <u>Reporting Entity</u> for this questionnaire is: Note: Select only one. <input type="checkbox"/> <u>Legal Business Entity</u> <i>Note: If selecting this option, "Reporting Entity" refers to the entire <u>Legal Business Entity</u> for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)</i> <input type="checkbox"/> Organizational Unit within and operating under the authority of the Legal Business Entity SEE DEFINITIONS OF " <u>REPORTING ENTITY</u> " AND " <u>ORGANIZATIONAL UNIT</u> " FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION. <i>Note: If selecting this option, "Reporting Entity" refers to the <u>Organizational Unit</u> within the <u>Legal Business Entity</u> for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)</i>	
IDENTIFYING INFORMATION	
a) <u>Reporting Entity</u> Name	
Address of the <u>Primary Place of Business</u> (street, city, state, zip code)	Telephone  ext.
b) Describe the relationship of the <u>Reporting Entity</u> to the <u>Legal Business Entity</u>	
c) Attach an <u>organizational chart</u>	
d) Does the Reporting Entity have a <u>DUNS</u> Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," enter <u>DUNS</u> Number	
e) Identify the designated manager(s) responsible for the business of the <u>Reporting Entity</u> . <i>For each person, include name and title. Attach additional pages if necessary.</i>	
Name	Title

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**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.

<b>III. LEADERSHIP INTEGRITY</b>	
<i>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:</i>	
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” explain:	

<b>IV. INTEGRITY – CONTRACT BIDDING</b>	
<i>Within the past five (5) years, has the reporting entity:</i>	
4.0 Been <u>suspended</u> or <u>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 low bid rejected on a <u>government contract</u> for failure to <u>make good faith efforts</u> on any <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or <u>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,” explain:	

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<b>V. INTEGRITY – CONTRACT AWARD</b>	
<i>Within the past five (5) years, has the reporting entity:</i>	
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,” explain:	

<b>VI. CERTIFICATIONS/LICENSES</b>	
<i>Within the past five (5) years, has the reporting entity:</i>	
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> 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,” explain:	

<b>VII. LEGAL PROCEEDINGS</b>	
<i>Within the past five (5) years, has the reporting entity:</i>	
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: a) Been subject to fines or penalties imposed by <u>government entities</u> which in the aggregate total \$25,000 or more; or 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,” explain:	

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<b>VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY</b>	
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?	<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</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> and the current status of the issue(s). 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, state or local tax laws</u> ?	<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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<b>IX. ASSOCIATED ENTITIES</b>	
<i>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.)</i>	
9.0 Does the Reporting Entity have any Associated Entities? Note: All questions in this section must be answered if the Reporting Entity is either: – An Organizational Unit; or – The entire Legal Business Entity which controls, or is controlled by, any other entity(ies). If "No," SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.1 Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment 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
If "Yes," provide an explanation of the issue(s), the individual involved, his/her title and role in the Associated Entity, his/her 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).	
9.2 Does any Associated Entity have any currently undischarged federal, New York State, New York City or New York local government liens or judgments (not including UCC filings) over \$50,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "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 Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 Within the past five (5) years, has any Associated Entity:	
a) Been disqualified, suspended or debarred from any federal, New York State, New York City or other New York local government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) Been denied a contract award or had a bid rejected based upon a non-responsibility finding by any federal, New York State, New York City, or New York local government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Been suspended, cancelled or terminated for cause (including for non-responsibility) on any federal, New York State, New York City or New York local government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d) Been the subject of an investigation, whether open or closed, by any federal, New York State, New York City, or New York local government entity for a civil or criminal violation with a penalty in excess of \$500,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
e) Been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any federal, New York State, New York City, or New York local government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
g) 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
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.	

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<b>X. FREEDOM OF INFORMATION LAW (FOIL)</b>	
10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," indicate the question number(s) and explain the basis for the claim.	

<b>XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE</b>		
Name	Telephone	Fax
	ext.	
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.

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

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

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

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

Title \_\_\_\_\_

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

Address \_\_\_\_\_

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_;

\_\_\_\_\_ Notary Public