



NEW YORK STATE
OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE
40 NORTH PEARL STREET
ALBANY, NEW YORK 12243-0001

Andrew M. Cuomo
Governor

Invitation for Bids: OTDA Printing IFB
Issuing Office: New York State Office of Temporary and Disability Assistance (OTDA)
Direct Inquiries to: Connie Blais, CMS Constance.Blais@otda.ny.gov

NOTE: As stated in 3.1 of this IFB, Bids will be considered only from bona fide printing companies possessing printing equipment capable of producing the printing requirements described in this IFB.

Bid Due Date: Bid submissions must be mailed or hand-delivered to the address listed below, no later than 4:00 pm on **October 31st, 2012**

Bid Opening Date: **November 12th, 2012** Time: 11:00 a.m.
Location: NYS OTDA
40 North Pearl Street, 13B
Albany, NY 12243

Name of Company Submitting Bid: _____ Company's New York State ***Vendor ID No:** _____

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If you are not bidding, place an "x" in the box and return this page only to Constance.Blais@otda.ny.gov

We will not be submitting a BID at this time because _____

*** If bidder does not currently have a NYS Vendor ID Number, please complete and e-mail the Substitute Form W-9 (located at: http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf) to Constance.Blais@otda.ny.gov prior to submission of bid.**

SIGNATURE OF AN OFFICIAL AUTHORIZED TO BIND THE BIDDER	DATE
Print or Type Name:	Telephone No.:
Title:	Fax No.:
E-Mail Address:	Toll Free No.:

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1 **BID SUBMISSION REQUIREMENTS** – The Office of Temporary and Disability Assistance will receive bids pursuant to the provision of Article XI of the State Finance Law and/or the provisions of the State Printing and Public Documents Law. To be eligible for contract award, Bidders must submit a complete response to this IFB in conformance with the following:

1.1 **Bid Preparation**

Each bidder’s Bid must include the following completed documents:

- 1.1.1 Front Sheet located on page 1 of this IFB;
- 1.1.2 Required Bid Forms located in Appendixes B and Z of this IFB;
- 1.1.3 Bid Form located in Appendix D for the respective Lot as outlined in Appendix C of this IFB;
- 1.1.4 and Bid Deviations - The Bidder must provide explanation of any deviation from the specifications or qualifications, if necessary, on an additional sheet.

1.2 **Bid Submission** – All bids must be packaged, sealed and submitted with a label on the outside of the package or shipping container outlining the following information:

Bidder’s name and address
BID ENCLOSED
Name of IFB as listed on Front Sheet of this IFB
“Bid Due Date” as listed in 1.5.1.4 of this IFB

1.2.1.1 In the event that a Bidder fails to provide such information on the return bid envelope or shipping material, the OTDA reserves the right to open the shipping package or envelope to determine the proper bid name, and the date and time of bid opening. The Bidder shall have no claim against the OTDA arising from such opening and such opening shall not affect the validity of the bid or the procurement.

1.2.1.2 Notwithstanding the OTDA’s right to open a bid to ascertain the information in 1.1.2.1, the Bidder assumes all risk of late delivery associated with the bid not being identified, packaged or labeled in accordance with such requirements.

1.3 **Bid Delivery**

1.3.1 Bidders assume all risks for timely, properly submitted deliveries. Bids must be received prior to or on the Bid Due Date listed in 1.5.1.4. Facsimile and E-mail bid submissions are not acceptable and will not be considered.

1.3.2 Hand Deliveries – Bidders must allow extra time to comply with the security procedures in effect at 40 North Pearl Street, Albany, when hand delivering bids or using deliveries by independent courier services. Bidders assume all risks for timely, properly submitted deliveries.

1.4 **Office of Temporary and Disability Assistance Primary Point of Contact**

1.4.1 New York State Finance Law (SFL) §139-j restricts contact by Bidders with any governmental entity regarding procurement contracts. Subject to certain exceptions set forth in SFL §139-j (3), contacts between Bidders and governmental entity personnel, other than the governmental entity’s designated contact person(s), are prohibited during the restricted period of the governmental procurement. Pursuant

to State Finance Law §§139-j and 139-k, this procurement includes and imposes certain restrictions on communications between the OTDA and a Bidder during the procurement process. A Bidder is restricted from making contacts from the earliest notice of intent to solicit bids through final award and approval of the Procurement contract by the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3)(a). Designated staff, as of the date hereof, is identified in this IFB. OTDA employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to these two statutory provisions. Certain findings of non-responsibility can result in rejection for contract award. In the event of two findings within a four-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 (OGS) website:

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

1.4.2 The following activities are permissible contacts by a Bidder:

- Submission of a written proposal in response to this IFB
- Submission of written questions prior to the proposal due date
- Complaints filed by an Bidder stating that the designated point of contacts has failed to respond in a timely manner
- Oral presentations and interviews scheduled by OTDA
- Negotiations following award
- Debriefings to vendors that were not award recipients
- Filing of an appeal or protest
- Any contact initiated by OTDA employees.

1.4.3 State Finance Law also requires that every procurement over \$15,000 include a certification by the Bidder that all information provided to the agency is complete, true, and accurate with regard to prior non-responsibility determinations within the past four years based on (i) impermissible contacts or other violations of State Finance Law Section 139-j, or (ii) the intentional provision of false or incomplete information to a governmental entity. See Appendix C, for Contractor Disclosure of Contacts and Bidder Disclosure of Prior Non-Responsibility Determinations Forms, which must be included with Bidder’s proposal.

1.4.4 The primary point of contact for this procurement is:
 Connie Blais, Bureau of Contract Management
 NYS Office of Temporary and Disability Assistance
 40 North Pearl Street, 13th Floor, Section B
 Albany, NY 12243
 (518) 474-0657; fax (518) 474-3555
 Email Address: Constance.Blais@otda.ny.gov

1.5 Timetable

1.5.1.1	Release of IFB	October 4, 2012
1.5.1.2	Questions Due from Vendors	October 16, 2012 (by 4:00 p.m.)
1.5.1.3	OTDA responses to Questions	October 19, 2012

- 1.5.1.4 Bid Due Date October 31, 2012 (by 4:00 p.m.)
- 1.5.1.5 Bid Opening November 1, 2012 (11:00 a.m.)
- 1.5.1.6 Contractor Selection(s) November 12, 2012
- 1.5.1.7 Contract Award(s) December 31, 2012

1.6 Submission of Bids

1.6.1 Bids must contain the original and two copies of the Front Sheet and the original and two copies of each required document as listed in 1.1 of this IFB, which must be signed by an official authorized to bind the Bidder to its provisions as set forth in Section 4 of this IFB.

1.6.1.1 The originals and copies of the Bid must be received by the OTDA on or before the close of business (4:00 P.M.) on the Bid Due Date as noted in 1.5.1.4 of this IFB. Any bidder’s Bid made in response to this IFB not received by 4:00 P.M. on the closing date for receipt of Bids may not be considered responsive and will not be accepted, unless the OTDA, in its sole discretion, determines that no material prejudice will occur if such Bid is accepted.

1.6.1.2 Bidders mailing their Bids must allow sufficient mail delivery time to ensure receipt of their Bid by the time and date specified in 1.1.5.4 of this IFB.

1.6.2 The Bid must be sealed and show the following information on the outside:

Bidder’s name and address
BID ENCLOSED
 Name of Bid as listed on the Front Sheet of this IFB
 “Bid Due Date” as listed in 1.1.5.4 of this IFB

1.6.3 The Bid package must be hand-delivered or sent by certified mail to:

Connie Blais
 Bureau of Contract Management
 New York State Office of Temporary and Disability Assistance
 40 North Pearl Street, 13th Floor, Section B
 Albany, New York 12243

1.6.4 All Bids received on or before the closing date for receipt of Bids shall become the property of the OTDA and will not be returned to the Bidder.

1.6.5 Upon receipt of the Bids, a date and time stamped receipt will be issued by the OTDA.

1.7 **Questions Regarding this IFB** - To be given consideration by the OTDA, all questions, supporting documentation or other matters related to this procurement, must be submitted via e-mail to: Constance.Blais@otda.ny.gov

- 1.7.1 All questions must be received no later than 4:00 pm, on the Questions Due from Vendors due date listed in 1.5.1.2 of this IFB. Any questions received after this date and time will not be answered unless the OTDA determines otherwise.
- 1.7.2 Each question must, to the degree possible, cite the specific IFB Section to which it refers. The OTDA will e-mail official answers to the questions to all bidders as well as post them on the OTDA's website: <http://www.otda.state.ny.us/main/cgo/default.asp>. Responses to the questions will be provided by the OTDA Responses to Questions date listed in 1.5.1.3 of this IFB. Only answers provided in writing by the OTDA will be considered official.
- 1.8 **OTDA Rights** - The OTDA reserves the right to use any and all ideas presented in any response to this IFB. Selection or rejection of any Bid does not affect this right. The OTDA shall also have unlimited rights to disclose or duplicate, for any purpose whatsoever, all information or other work product developed, derived, documented or furnished by the Bidder under any Agreement resulting from this IFB.
- 1.8.1 In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the OTDA. The OTDA reserves a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use such documentation and to authorize others to do so.
- 1.8.2 The OTDA may respond to Bids in any manner authorized by law including, but not limited to, the following actions:
- 1.8.2.1 Cancel this IFB at its discretion.
- 1.8.2.2 Reject any and all Bids received in response to this IFB.
- 1.8.2.3 Reissue a modified version of this IFB.
- 1.8.2.3.1 **Note:** With regard to all modifications, clarifications, etc. regarding this IFB which the OTDA reserves the right to issue, the OTDA's right to issue modifications, etc. permits any addition or deletion of requirements as the OTDA may deem appropriate;
- 1.8.2.3.2 Any such modification issued on or before the Bid due date shall be posted on the OTDA's website: http://www.otda.state.ny.us/cgo/procurement_bid.htm.
- 1.8.2.4 Amend any part of this IFB, at any time, upon written notification to potential Bidders.
- 1.8.2.5 Utilize any and all ideas submitted in the Bids received, unless those ideas are covered by legal patent or proprietary rights and the Bidder has notified the OTDA in writing of such legal patent or proprietary rights.
- 1.8.2.6 Disqualify any Bidder whose conduct or Bid fails to conform to the requirements of this IFB.
- 1.8.2.7 Direct any Bidder to submit Bid modifications addressing subsequent IFB amendments.
- 1.8.2.8 Accept all or part of a selected Bidder's proposal based on Federal and State requirements.
- 1.8.2.9 Eliminate any requirements that are not met by all Bidders upon notice to all parties submitting Bids.

- 1.8.2.10 Make typographical correction to Bids, with the concurrence of the Bidder.
- 1.8.2.11 Correct computational errors with the written concurrence of the Bidder.
- 1.8.2.12 Waive procedural technicalities in Bids received, upon notification to all Bidders.
- 1.8.2.13 Change any of the scheduled dates, including start dates, stated herein upon notice to all Bidders.
- 1.8.2.14 Request best and final offers from those Bidders, whose proposal was deemed by the OTDA as technically acceptable.
- 1.8.2.15 Conduct contract negotiations with any other responsible Bidder to this IFB should the OTDA be unsuccessful in negotiating an agreement with the selected Bidder within the timeframe acceptable to the OTDA.
- 1.8.2.16 Select and award contracts to more than one Bidder.
- 1.8.2.17 Negotiate additional terms and conditions in the agreement resulting from this IFB which are in the OTDA's best interest and which do not substantially alter the requirements of this IFB.
- 1.8.2.18 Require any Bidder to demonstrate, to the satisfaction of the OTDA, their ability to perform the services required by this IFB.
- 1.8.2.19 Request Bidders to clarify their Bids and/or submit additional information pertaining to their proposal.
- 1.8.2.20 Require that any or each Bidder provide an oral presentation of its proposal.
- 1.8.2.21 Terminate review of Bids found technically or financially inappropriate.
- 1.9 **Incurred Costs** - Neither the OTDA nor the State of New York is liable for any cost incurred by Bidders in preparation for or prior to the approval of an executed contract by the Comptroller of the State of New York. Additionally, no cost will be incurred by the OTDA or the State of New York for the bidder's participation in any pre-contract award activity.
- 1.10 **Content of Bids**
 - 1.10.1 To be considered responsive, the Bidder must submit a complete response that satisfies all the requirements stated in this IFB.
 - 1.10.2 Bids must conform to the bid submission requirements specified in section 1.1 and 1.2 of this IFB. A Bid that fails to conform may be considered non-responsive and may be rejected.
- 1.11 **Period of Validity** - The Bidder's Bid must include a statement as to the period during which the provisions of this Bid will remain valid. A minimum of 180 calendar days from the "Bid Due Date" as specified in 1.5.1.4 of this IFB is required.
- 1.12 **Public Information Requirements**

- 1.12.1 All the Bids upon submission will become the property of the OTDA, except late Bids, which may be returned. During the evaluation process, the content of each bid/proposal will be held in confidence and details of any bid/proposal will not be revealed (except as may be required under the New York State Freedom of Information Law: NYS Public Officers Law, Article 6). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process.
- 1.12.2 Should a bidder feel the firm's bid/proposal contains any such trade secrets or other confidential or proprietary information, bidders must specifically identify those parts of the bid/proposal that is claimed as a trade secret or other confidential or proprietary information, and must submit a request to exempt such information from disclosure. Such request must be in writing, must state the reasons why the information should be exempt from disclosure and must be provided at the time of submission to the subject information.
- 1.12.3 Requests for exemption of the entire contents of a bid/proposal from disclosure have generally not been found to be meritorious and are discouraged. Bidders are cautioned to limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of the firm.
- 1.12.4 Use of generic trade secret legends encompassing substantial portions of the Bid or simple assertions of trade secret interest without substantive explanation of the basis therefore will be regarded as non-responsive to this requirement for specificity and explanation.
- 1.12.5 Non-responsive requests for exemption from public access will not be considered by the OTDA in the event a Freedom of Information request for Bid information is received.
- 1.13 **Notification of Award**
- 1.13.1 Subsequent to the evaluation of all Bids received pursuant to this IFB, all Bidders will be notified of the acceptance or rejection of their Bids. News releases or any other disclosure relating to this contract award shall not be made by any Bidder or its agent without the explicit approval of the OTDA.
- 1.13.2 The OTDA will notify all unsuccessful Bidders, at or about the time of bid award, of the fact that their Bids were not selected. Each unsuccessful Bidder may at that time request a debriefing by the OTDA as to why its Bid was not selected. The scope of such debriefings will ordinarily be limited to the strengths and weaknesses of the individual Bidder's Bid.
- 1.14 **Prime Contractor's Responsibility** - The OTDA shall consider the selected Bidder(s) to be the sole responsible entity with regard to all provisions of their respective contract resulting from this IFB. Subcontracting related to performance of the contracts resulting from this IFB shall not be allowed.
- 1.15 **Ethics Requirements** - All Bidders and their employees must be aware of and comply with the requirements of the New York State Public Officers Law, and all other appropriate provisions of New York State Law and all resultant codes, rules and regulations from State laws establishing the standards for business and professional activities of State employees and governing the conduct of employees of firms, associations and corporations doing business with the OTDA, and for applicable Federal laws and regulations of similar intent. In signing the proposal, each Bidder guarantees knowledge and full compliance with those provisions for any dealings, transactions, sales, contracts, services, offers,

relationships, etc. involving the OTDA and/or State employees. Failure to comply with those provisions may result in disqualification from the bidding process and in other civil or criminal proceedings as may be required or permitted by law.

1.16 Minority and Women-Owned Business Enterprise (M/WBE) and Equal Employment Opportunity (EEO) Participation

1.16.1 New York State Executive Law §§ 310–318, (Article 15-A: Participation By Minority Group Members and Women With Respect To State Contracts -- hereinafter “the Statute”), was enacted to promote equality of employment and economic opportunities for minority group members and women in State contracting activities. The New York State Office of Temporary and Disability Assistance (OTDA) fully supports the efforts of the State of New York to promote Equal Employment Opportunity (EEO) for all persons, and to promote equality of economic opportunity for minority group members and women who own business enterprises.

1.16.2 OTDA has developed compliance requirements, forms and procedures to ensure that (i) all contractors as defined under § 310 (3) (to include those who submit bids/proposals in an effort to be selected for contract award as well as those successful bidders/proposers with whom OTDA enters into State Contracts, as defined in § 310 (13) [hereinafter “Contractors”], as well as proposed or actual “Subcontractors”, as defined in § 310 (14) shall comply with requirements to ensure Equal Employment Opportunities for Minority Group Members and Women, and, (ii) there are meaningful participation opportunities for certified minority or women-owned business enterprises (M/WBEs) in the OTDA procurement process. Contractors participating in and/or selected for procurement opportunities with OTDA shall fulfill their obligations to comply with applicable Federal, State and Local requirements concerning Equal Employment Opportunity and opportunities for Minority and Women Business Enterprises, including but not limited to the Statute and its implementing regulations as promulgated by the New York State Division of Minority and Women's Business Development (DMWBD) and set forth at 5 NYCRR Parts 140-144). Please refer to Appendix Z, attached and incorporated by reference herein, for the specific EEO/MWBE requirements and associated forms required by this procurement. These forms are to be submitted without change to goals specified in the RFP or contract, unless otherwise authorized by OTDA. Copies of the required OTDA Forms are identified in this Appendix and available on OTDA’s Internet site at <http://otda.ny.gov/contracts/mwbe/forms.asp>.

1.16.3 It is important to note that in addition to direct sub-contracting on State contracts, contractors can also utilize a number of other vendors in support of their overall operations. Using NYS Certified MWBEs (link to Directory of NYS Certified MWBEs, <http://www.nylovesmwbe.ny.gov>) as providers of these second tier services can be counted in satisfaction of the goals. The following are examples of indirect services that you may want to consider for compliance with MWBE subcontracting participation requirements: Accounting Services, Advertising, Building Maintenance, Car Rental, Cleaning Supplies, Copying, Electrical Services, Furniture, Heating and Cooling, Janitorial Services, Office Supplies, Pest Control, Printing Services, Publishing, Rubbish Removal, Security, Shredding Services, Tax Preparation, Technical Writing, Training, Travel Services, etc.

1.17 Contract Period and Renewals – It is the intention of the OTDA to enter into one or multiple three-year term contracts, with the possibility of two one-year renewals.

1.17.1 However, the OTDA may unilaterally cancel those contracts for convenience upon at least thirty (30) calendar days written notice to the Contractor without penalty or other early termination charge. Upon notification that a centralized New York State contract has been awarded that will meet the needs

procured in this IFB, written notification will be provided at least thirty (30) calendar days prior to the effective date of cancellation. This provision does not affect the OTDA's right of suspension or cancellation contained in Article 18 Termination of the Agreement.

1.17.2 All or any part of this Agreement may be terminated if the OTDA deems that termination would be in the best interest of the OTDA provided that the OTDA shall give written notice to the Contractor not less than 30 calendar days prior to the date upon which termination shall become effective, such notice to be made via registered or certified mail, return receipt requested or hand-delivered with receipt made. The date of such notice shall be deemed to be the date of postmark in the case of mail or the date of Contractor's receipt for notice in the case of hand delivery. In the case of termination under this section, the OTDA agrees to pay the Contractor for contract work performed and reasonable and appropriate expenses incurred in good faith. OTDA will not be obligated to pay the Contractor for lost and/or anticipated profits. The Contractor, on its part, agrees to incur no new obligations after receipt of notification of termination and to cancel as many outstanding obligations as possible.

1.17.3 If mutually agreed between the OTDA and the contractor, the contract resulting from this procurement may be renewed in accordance with the Price Adjustment clause in section 2.7 of this IFB for additional period(s) not to exceed a total contract term of five (5) years.

1.18 Procedure for Handling of Protests/Appeals of Bid Specifications and Proposed Awards

1.18.1 Formal Written Protests

1.18.1.1 Final agency decisions or recommendations for award generally may be reconsidered only in the context of a formal written protest as described below. Any Offeror or prospective Offeror who believes that there are errors or omissions in the procurement process or who otherwise has been aggrieved in the drafting or issuance of a bid solicitation, proposal evaluation, bid award, or contract award phases of the procurement, may present a formal complaint to the OTDA and request administrative relief concerning such action ("formal protest").

1.18.1.2 A formal protest must be submitted in writing to the OTDA, by ground mail, except where alternate arrangements have been made, to Mr. James Herrick, Director of the OTDA Bureau of Contract Management (BCM), 40 North Pearl Street, 13th Floor, Albany, NY 12243.

1.18.1.3 A formal protest must include a statement of all legal and/or factual grounds for disagreement with an OTDA specification or purchasing decision; a description of all remedies or relief requested; and copies of all applicable supporting documentation.

1.18.2 Deadline for Submission of Formal Protests

1.18.2.1 OTDA must receive formal protests concerning errors, omissions or prejudice including patently obvious errors in the bid specifications or documents at least ten (10) calendar days before the date set in the solicitation for receipt of bids.

1.18.2.2 OTDA must receive formal protests concerning a pending contract award within seven (7) calendar days after the protesting party ("protester") knows or should have known of the facts which form the basis of the protest.

1.18.3 Review and Final Determination of Protests

- 1.18.3.1 Protests will be resolved through written correspondence. However, the protester may request a meeting to discuss a formal protest or the OTDA may initiate a meeting on its own motion, at which time the participants may present their concerns. Either the protester or the OTDA may elect to decline such a meeting.
- 1.18.3.2 Where further formal resolution is required, the Director of BCM shall designate an OTDA employee, usually one not involved in the procurement action ("designee"), to determine and undertake the initial resolution or settlement of any protest.
- 1.18.3.3 The designee will conduct a review of the records involved in the protest, and provide a memorandum to the Director of BCM summarizing the facts as determined by the designee, an analysis of the substance of the protest, and a preliminary recommendation. The Director of BCM shall: (a) evaluate the procurement team's findings and recommendations, (b) review the materials presented by the protesting party and/or any materials required of or submitted by other Offerors, (c) if necessary, consult with agency Counsel, and (d) prepare a response to the protest.
- 1.18.3.4 A copy of the protest decision, stating the reason(s) upon which it is based and informing the protester of the right to appeal an unfavorable decision to the Office of the State Comptroller (OSC) shall be sent to the protester or its agent within forty-five (45) calendar days of receipt of the protest, except that upon notice to the protester such period may be extended. The protest decision will be recorded and included in the procurement record, or otherwise forwarded to OSC upon issue.
- 1.18.4 Appeals - Upon receipt of OTDA's determination of a protest, a protester has ten business days to file an appeal of the determination with the OSC Bureau of Contracts. The appeal must be filed with Dan Ryan at the below address: New York State Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany, NY 12236. The protester's appeal must contain an affirmation in writing that a copy of the appeal has been served on OTDA and any other party that participated in the protest. In its appeal, the interested party shall set forth the basis on which it challenges the contracting agency's determination. The OSC Bureau of Contracts will conduct its determination of the appeal in accordance with its established policy.
- 1.18.5 Reservation of Rights and Responsibilities of the OTDA - The OTDA reserves the right to waive or extend the time requirements for protest submissions, decisions and appeals herein prescribed when, in its sole judgment, circumstances so warrant to serve the best interests of the State and OTDA. If the OTDA determines that there are compelling circumstances, including the need to proceed immediately with the contract award in the best interest of the State, then these protest procedures may be suspended and such decision shall be documented in the procurement record. The OTDA will consider all information relevant to the protest, and may, at its discretion, suspend, modify, or cancel the protested procurement action including solicitation of bids or withdraw the recommendation of contract award prior to issuance of a formal protest decision.
- 1.18.6 Procurement Activity Prior to Final Protest Activity
- 1.18.6.1 Receipt of a formal bid protest shall not stay action on a procurement unless otherwise determined by the OTDA. If a formal protest or appeal is received by the OTDA on a recommended award prior to the underlying contract being forwarded to the Office of the State Comptroller (OSC), notice of receipt of the protest and appeal must be included in the procurement record forwarded to the OSC. If a final protest decision or final decision on appeal has been reached prior to transmittal to the OSC, a copy of

the final decision must be included in the procurement record and forwarded with the recommendation for award.

1.18.6.2 If a final protest decision is made after the transmittal of a bid package to the OSC, but prior to the OSC approval under SFL § 112, a copy of the final OTDA decision shall be forwarded to the OSC when issued, along with a letter either: a) confirming the original OTDA recommendation for award and supporting the request for final § 112 approval, b) modifying the proposed award recommendation in part and supporting a request for final § 112 approval as modified; or c) withdrawing the original award recommendation.

1.18.7 Record Retention of Bid Protests - All records related to formal Offeror protests and appeals shall be retained for at least one (1) year following resolution of the protest. All other records concerning the procurement shall be retained according to the statutory requirements for records retention.

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2 STATEMENT OF WORK

2.1 Issuing Office and Purpose

- 2.1.1 This Invitation for Bid (IFB), officially named OTDA Printing IFB, is being issued by the New York State Office of Temporary and Disability Assistance (OTDA).
- 2.1.2 The purpose of this IFB is to establish one or more contracts in accordance with the New York State Office of the State Comptroller Bulletin No. G-191, with vendors for the purchase of various forms, envelopes and outreach materials to be utilized by the OTDA, in the quantities listed for each specific item presented in Appendix C of this IFB, over the term of three to five years (unless as specified in section 1.17 of this IFB).
- 2.1.3 The OTDA will receive bids pursuant to the provisions of Article XI of the State Finance Law and/or the provisions of the State Printing and Public Documents Law.
- 2.1.4 All references made to the contracts resulting from this IFB will be referred to as “the Agreements” or “the Contracts” hereinafter.
- 2.1.5 The contracts awarded as a result of this IFB will include the following items, which are specified in Appendix C of this IFB:
- 2.1.5.1 Lot 1: One-Part Continuous PINFEED Form and Multiple Part Carbonless Continuous Form
 - 2.1.5.2 Lot 2: OTDA LDSS Continuous Pinfeed Forms
 - 2.1.5.3 Lot 3: Carbonless Snapout Forms
 - 2.1.5.4 Lot 4: Dry Snap Booklet
 - 2.1.5.5 Lot 5: Envelopes
 - 2.1.5.6 Lot 6: Outreach Publications – **Please see note!**

PLEASE NOTE: A New York State Preferred Source contractor has offered to provide Lot 6: Outreach Publications. However, bids submitted in response to this IFB for Lot 6 will be considered for award if arrangements with the Preferred Source contractor are not in place at the time of the IFB awards.

- 2.2 **Quantities** – The quantities stated in each Lot of Appendix C are estimated ANNUAL quantities and each contract shall be only for the actual quantities ordered during the course of that contract.

NOTE: All printing will be ordered on an as needed basis. There may be copy changes between runs; therefore, the contractor(s) are cautioned not to print the entire estimated quantities in advance.

- 2.3 **Minimum Order** -The contract(s) resulting from this IFB will contain a per-order minimum as listed for each item in Appendix C of this IFB. Bidders must submit a price for each item listed on the Appendix D Bid Form of this IFB for that respective Lot. Prices must be in balance. The OTDA reserves the right to reject bids that appear to be intentionally skewed.
- 2.3.1 Prices include all customs duties and charges and on minimum orders are net F.O.B. destination any point within New York State, and must include dock delivery at the location listed in 2.16.2 of this IFB unless otherwise stated in Appendix C Lot Specifications.

2.3.2 On orders under the minimum order, shipment must be made by the most economical method for proper delivery of the item. The cost of transportation on such orders shall be figured from the contractor's address (as stated on the bid) to the point of destination and shall be included in contractor's invoice. In such cases a receipted invoice (or copy thereof) from the carrying agent including proof of delivery must be attached to contractor's invoice.

2.4 **Overruns and Under-runs** – The OTDA reserves the right to either accept or reject additional quantities beyond the allowable overrun. If overruns beyond the allowable percentages are accepted, they will be at a negotiated reduction in price.

Orders up to 50,000 copies shall not exceed +/- 5% overrun.

Orders over 50,000 copies shall not exceed +/- 3% overrun.

2.5 **Use of Recycled or Remanufactured Materials:**

2.5.1 On January 1, 2011, Governor Andrew Cuomo signed Executive Order No. 2, Review, Continuation and Expiration of prior Executive Orders, in which he continued the Executive order dated April 26, 2008, signed by Governor David A. Paterson, Executive Order No. 4 (EO 4), "Establishing A State Green Procurement And Agency Sustainability Program". Pursuant to EO 4, commencing no later than July 1, 2008, all copy paper, janitorial paper and other paper supplies purchased by each State agency or authority shall be composed of 100% post-consumer recycled content to the maximum extent practicable and all copy paper and janitorial paper shall be process chlorine free to the extent practicable, unless such products do not meet required form, function or utility, or the cost of the product is not competitive.

2.5.2 Furthermore, EO 4 requires that as of July 1, 2008, all State agency and authority publications shall be printed on 100% post-consumer recycled content paper. Where paper with 100% post-consumer recycled content is not available, or does not meet required form, function and utility, paper procurements shall use post-consumer recycled content to the extent practicable. Non-recycled content shall be derived from a sustainably-managed renewable resource to the extent practicable, unless the cost of the product is not competitive. It is the intent of the OTDA to apply these standards to forms, envelopes, and outreach material for the purposes of this contract.

2.5.3 Recycled Certification - the proposed paper used for the contract(s) resulting from this IFB must comply with New York State's recycled requirements as outlined in EO 4 which may be viewed at the following URL address: <http://www.ogs.ny.gov/EO/4/Docs/FinalGreenProcurementEO.pdf>. Bidders must submit a Paper Manufacturer's Affidavit of Recycled Content with their bid submission as noted in 1.2 and Appendix C.8 of this IFB. The Paper Manufacturer's Affidavit of Recycled Content must verify 100% if available, or a minimum of 30%, 20% or 10% post consumer recovered fiber as defined by the Environmental Protection Agency (EPA) (whichever is applicable – See "Recycled Content" requirements) post consumer content for the proposed paper.

2.5.4 Recycled Statement/Symbol - When printing is provided on recycled stock, contractor must include a printed statement or symbol on the printed material which indicates that the document is printed on recycled stock. The emblem or statement is to be positioned on the back of all recycled envelopes.

2.6 **Price** - The price submitted by the bidder for each item listed on the Appendix D Bid Form:

- 2.6.1 shall be Net, F.O.B. destination, dock delivery.
- 2.6.2 guaranteed by the Bidder that the prices quoted are the lowest offered to any governmental or commercial consumer.

2.7 **Price Adjustment:**

- 2.7.1 The prices set forth in the contract shall be adjusted following the third year of the contract and each year or renewal period thereafter in accordance with the provisions of this clause. There shall be no price adjustments during the first three years of the contract.

- 2.7.1.1 The prices shall be adjusted based on the Not Seasonally Adjusted “Producer Price Index (PPI)” – Group 09: Pulp, Paper, and allied products/Item 0947: Commercial printing as published by the U.S. Department of Labor, Bureau of Labor Statistics’ monthly periodical, PPI Detailed Report (www.bls.gov/ppi/ppi_dr.htm).

- 2.7.1.2 The index is also available through the Internet at the Bureau of Labor Statistics website. Go to http://data.bls.gov/pdq/SurveyOutputServlet;jsessionid=BAA3287A70AD21258A402D32476C78AE.tc_instance4 and select the above Group and item.

- 2.7.2 For all items listed in this IFB and resultant Contracts, a price adjustment (either upward or downward) will be established by the OTDA for any renewals affected for each subsequent renewal period of the contract. The adjustment shall be established as follows:

- 2.7.2.1 A contract Base Index shall be established by taking the PPI for the seventh month of the second year of each contract resulting from this IFB and an Adjusted Index shall be established by taking the PPI for the same month, one year later. The Base Index is subtracted from the Adjusted Index and then that number is divided by the Base Index and multiplied by 100 to arrive at the percentage of increase or decrease for the fourth year of the contract. The resulting percentage of increase or decrease shall be applied to the contract prices to arrive at the new contract pricing. NOTE: The adjusted index will then become the base index for the next price adjustment period. All calculations will be based upon data from the first-published version of the month’s index. Each succeeding renewal period will follow this format. Price increases or decreases shall not exceed 5%.

- 2.7.2.2 Should the referenced Producer Price Index (PPI) become discontinued during the course of the contract, it will be replaced by an alternative PPI appropriate for commercial printing and adjustments will be calculated based on the same methodology as outlined above, but with data from the new replacement index.

- 2.7.2.3 The OTDA will notify all interested parties in writing of effected price adjustments by way of an amendment to the contract pricing, which will require the signature of an official authorized to bind the contract.

2.8 **Reporting Requirements**

- 2.8.1 Contractor(s) shall provide, upon request, a report containing the following details of the orders received from the OTDA and the status of each order. Reports will include the following details:

- 2.8.1.1 OTDA Order number
- 2.8.1.2 Date of Order

- 2.8.1.3 Item description
- 2.8.1.4 Quantity
- 2.8.1.5 Unit Price
- 2.8.1.6 Total Price
- 2.8.1.7 Status (Open, Shipped, Invoiced, Paid...)

2.9 **Contractor Compensation**

- 2.9.1 Payment will be made by the OTDA to the Contractor, for full and proper performance of the requirements referred to in this IFB. The contractor will submit invoices for reimbursement no more frequently than monthly and no less frequently than quarterly.
- 2.9.2 As stated in Section 5. Article 8 of this IFB, payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances.
- 2.9.3 Payment shall be based on the rate structure and pricing schedules contained in Appendix D, Bid Forms, in accordance with Article 8 of this IFB.
- 2.10 **Ink** - All lithographic inks used in the production of New York State printing requirements must contain the following minimum percentages of vegetable oil: New inks – 40%; Sheet Fed inks – 20%; Forms Inks – 20%; Heat Set Inks – 10%.
- 2.11 **Copy** – The OTDA will furnish hard copy master and PDF. All parts within each set are alike. Some forms contain shaded areas and screened text.
- 2.12 **Proofs** – 2 hard copy sets of proofs are required within 5 working days A/R/O, unless otherwise indicated in a specific Lot in Appendix C of this IFB. Proofs may be waived on exact reprints. A PDF of the approved hard copy proof will be required within 48 hours of receipt of the approved proof. All proofs must be sent to the attention of

Harry Phillips, BCM
OTDA Distribution Center
93 Broadway
Menands, NY 12204
Harry.Phillips@otda.ny.gov

2.13 **Envelope Specific Requirements**

- 2.13.1 All envelopes in Lot 5 must meet all current U.S. Postal regulations.
- 2.13.2 Samples – prior to the initial order by the agency, the contractor is to provide 1,000 samples for testing on Pitney Bowes inserting equipment. Sample envelopes can be unprinted without windows.
- 2.14 **Packing** – Containers should be packed to prevent crushing during delivery and subsequent storage. Pack in new corrugated cartons of uniform size, not 40 lbs. gross. All cartons must be marked on the end with the envelope or form number, quantity and PO Number, using large characters (minimum 1” high) so that the number can easily be read from a distance. Cartons must contain uniform quantity so shipments and inventory can be readily verified. . All shipments to be palletized on disposable pallets.

Each pallet must be banded or shrink-wrapped. * Under the Carbonless Snapout Contract (LOT THREE), Product must be shrink wrapped or banded in quantities of 250 prior to packing in cartons.

- 2.15 **Plate Charges** – Plate charges will not be allowed for exact reprints. When copy revisions are required, plate charges will be allowed only for the number of plates requiring revisions. Plate charge includes all costs necessary for revisions, such as, but not limited to, setting composition, making mechanicals, negatives, and plates. No other charges will be allowed for composition.
- 2.16 **Delivery** – Required no later than 20 days after the proof has been approved by the OTDA or 20 days after receipt of order, if no proof is required Shipments are not accepted after 3:30 p.m. Monday through Friday, excluding holidays.
- 2.16.1 The OTDA will only pay for the quantity received. The OTDA will sample cartons received to verify the form count per carton. In addition, periodic audits of quantities received will be performed by the OTDA to monitor compliance and any discrepancies will be reconciled by the OTDA through a required refund or an adjustment in future payments.
- 2.16.2 All forms and envelopes must be delivered to the following “SHIP TO” location unless otherwise specified in Appendix C Lot Specifications of this IFB:

NYS Office of Temporary and Disability Assistance
Distribution Center (Dock Delivery)
93 Broadway
Menands, New York 12204
Contact: Harry Phillips (518) 408-5573

Important! Shipments are not accepted after 3:30 p.m.

- 2.17 **Preparatory Materials** – PDFs, mechanicals and negatives are or will become the property of the OTDA and are to be sent to the OTDA upon completion of job.
- 2.18 **Specifications** – the Appendix D Bid Forms must contain bids based on the specifications outlined for each corresponding Lot listed in Appendix C of this IFB.

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3 BIDDER QUALIFICATIONS

- 3.1 Bids will be considered only from bona fide printing companies possessing printing equipment capable of producing the printing requirements described in this IFB.

NOTE: All lithographic inks used in the production of New York State printing requirements must contain the following minimum percentages of vegetable oil: News Inks – 40%; Sheet Fed Inks – 20%; forms Inks – 20% Heat Set Inks – 10%.

- 3.1.1 The OTDA is requiring three references from corporations, institutions and/or government agencies (including GSA/VA contracts) for which the bidder provided similar products and quantities, and met similar terms and conditions. Bidders must complete and submit three references with the Bidder's Qualifications Response Sheet included in Appendix B of this IFB.

- 3.1.2 Subcontracting shall not fulfill contract requirements.

- 3.2 **Anti-Kickback Act** - The Contractor understands that it must comply with federal Executive Order 11246, the Copeland "Anti-Kickback Act" (18 USC 874), Section 306 of the federal Clean Air Act, Section 306 of the federal Clean Water Act, and that it must certify that neither it nor its principals are debarred or suspended from federal financial assistance programs and activities and to complete and return in pursuit of such certification any appropriate form required by OTDA (see federal Executive Order 12549 and 7 CFR Part 3017).

- 3.3 **Procurement Lobbying Act** - Pursuant to State Finance Law §§139-j and 139-k, this IFB includes and imposes certain restrictions on communications between an OTDA employee and a bidder during the procurement process. A bidder is restricted from making contacts from the earliest notice of this IFB through final award and approval of the Contract(s) by the OTDA and the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified in 1.1.4 of this IFB. OTDA employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the 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 bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at:

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

- 3.3.1 Bidders are required to complete and include with their bids, the Offeror's Affirmation of Understanding of and Agreement pursuant to State Finance Law § 139-j (3) and §139-j (6) (b), Appendix B of this IFB.

3.4 Vendor Responsibility

- 3.4.1 Section 163 of the State Finance Law (Purchasing services and commodities) requires that contracts for commodities be awarded on the basis of lowest price to a responsive and responsible vendor. The State and courts have determined that responsibility includes integrity, previous performance, legal authority to do business in New York State, and financial and organizational ability to perform the contract.

- 3.4.2 Vendor Responsibility requires that contractors complete and certify specific information on a Vendor Responsibility Questionnaire as unchanged, or in the event of an award or other changes, update information on an on-going basis. The OTDA recommends that bidders file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.
- 3.4.3 Bidders must provide their New York State Vendor Identification Number when enrolling in the VendRep System and to participate in this IFB. To request assignment of a New York State Vendor ID Number, Vendors must complete the Substitute Form W-9: Request for Taxpayer Identification Number & Certification , located at http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf. Bidders must e-mail the completed form to Constance.Blais@otda.ny.gov. Bidder's NYS Vendor Identification Number will be provided via e-mail within 48 business hours, along with further instructions. Bidders who do not already have a New York State Vendor ID number, must submit the completed W-9 prior to submission of bids.
- 3.4.4 Bidders opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form. Please call the OSC Help Desk with any questions at 518-408-4672 or 1-866-370-4672.
- 3.4.5 The OTDA shall conduct reviews of each vendor for responsibility and responsiveness. The OTDA may, at the OTDA's sole discretion, request additional information, including meeting with the vendor.
- 3.4.6 If the vendor is determined by the OTDA to be not responsible, the OTDA shall inform the vendor of such ruling. The vendor shall have 30 days to request a meeting with the OTDA to explain the ruling and to demonstrate the finding to be incorrect or to correct/resolve any issue impacting vendor responsibility. If the OTDA's finding remains unchanged after meeting with the vendor, the vendor shall be removed from consideration for this contract.
- 3.4.7 If the selected vendor(s) is/are ultimately determined, on the basis of new or previously undisclosed information, to be not responsible, the contract may be terminated, at the OTDA's sole discretion.
- 3.5 **Non-Discrimination, Equal Employment Opportunity (EEO) and Minority and Women-Owned Business Enterprise (M/WBE)**
- 3.5.1 All work conducted under this contract must be in compliance with the specifications set forth in this IFB and the OTDA's policies and procedures set forth in Appendix A, Standard Clauses for NYS Contracts, as may be amended from time to time. By submission of its bid/proposal, the successful Contractor agrees that it will not discriminate against any employee or applicant for employment 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, and as more fully set forth in paragraph five of Appendix A.
- 3.5.2 By submission of its bid/proposal, the successful Contractor further agrees that it will comply with applicable Federal, State and Local requirements concerning Equal Employment Opportunity and opportunities for Minority and Women Business Enterprises, including but not limited to the Statute and its implementing regulations as promulgated by the New York State Division of Minority and

Women's Business Development (DMWBD) and set forth at 5 NYCRR Parts 140-144), and as more fully set forth in paragraph twelve of Appendix A. The successful Contractor further agrees that it will comply with OTDA's Appendix Z, attached and incorporated herein, for the specific EEO/MWBE requirements and associated forms required for this procurement.

3.6 CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

3.6.1 NEW YORK STATE LAW

3.6.1.1 Pursuant to New York State Executive Law Article 15-A, the New York State Office of Temporary and Disability Assistance (OTDA) recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises and the employment of minority group members and women in the performance of OTDA contracts.

3.6.1.2 In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises 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 minority- and women-owned business enterprises in state procurement contracting versus the number of minority- and women-owned business enterprises 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 statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OTDA establish goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

3.6.2 Business Participation Opportunities for MWBEs

3.6.2.1 For purposes of this solicitation, OTDA hereby establishes an overall goal of **20%** for MWBE participation, **10%** for Minority-Owned Business Enterprises ("MBE") participation and **10%** for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A contractor ("Contractor") on the subject contract ("Contract") must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that OTDA may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>.

3.6.2.2 For guidance on how OTDA will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

3.6.2.3 In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and OTDA may withhold payment from the Contractor as liquidated damages.

- 3.6.2.4 Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- 3.6.2.5 By submitting a bid or proposal, a bidder on the Contract (“Bidder”) agrees to submit the following documents and information as evidence of compliance with the foregoing:
- 3.6.2.5.1 Bidders are required to submit a Certification of Good Faith Efforts on form OTDA - 4976 to achieve the overall prescribed MWBE participation percentage (0%) goals set forth in the procurement.
- 3.6.2.5.2 Bidders are required to submit a MWBE Subcontractor’s and/or Suppliers’ Letter of Intent to Participate on form OTDA - 4938 which should document the names and signatures of certified MBEs and/or WBEs which have agreed to participate as subcontractors on the Contract.
- 3.6.2.5.3 Bidders are required to submit a MWBE Subcontractor Utilization Plan on form OTDA - 4937 with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OTDA.
- 3.6.2.6 OTDA will review the submitted MWBE Subcontractor Utilization Plan and advise the Bidder of OTDA’s acceptance or issue a notice of deficiency within 30 days of receipt by the OTDA/MWBE Program Management Unit.
- 3.6.2.7 If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to NYS Office of Temporary and Disability Assistance M/WBE Program Management Unit at 317 Lenox Avenue, N.Y. N.Y 10027, telephone # 212-961-8214 and fax # 212-961-8275, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OTDA to be inadequate, OTDA shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on OTDA form OTDA – 4969 Minority/Women Business Enterprise (MWBE) Subcontractor Request for Waiver. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- 3.6.3 **The OTDA may disqualify a Bidder as being non-responsive under the following circumstances:**
- a) If a Bidder fails to submit a MWBE Utilization Plan;
 - b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - c) If a Bidder fails to submit a request for waiver; or
 - d) If OTDA determines that the Bidder has failed to document good faith efforts.
- 3.6.4 Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to OTDA, but must be made no later than prior to the submission of a request for final payment on the Contract.
- 3.6.5 Contractors are required to submit a Contractor’s Quarterly M/WBE Contractor Compliance & Payment Report on OTDA form OTDA – 4968, Minority/Women Business Enterprise (MWBE) Subcontractor Quarterly Compliance Report, to the NYS Office of Temporary and Disability Assistance M/WBE

Program Management Unit at 317 Lenox Avenue, N.Y. N.Y 10027, telephone # 212-961-8214 and fax # 212-961-8275, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

3.7 **Equal Employment Opportunity Requirements**

- 3.7.1 By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 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, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.
- 3.7.2 Bidder further agrees, where applicable, to submit with the bid a staffing plan on OTDA form OTDA – 4934.1, Equal Employment Opportunity (EEO) Staffing Plan, identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to the OTDA, a workforce utilization report identifying the workforce actually utilized on the Contract if known.
- 3.7.3 Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will 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.
- 3.7.4 **Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.**

3.8 **IRAN DIVESTMENT ACT**

- By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerors 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.
- 3.8.1 During the term of the Contract, should the OTDA receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the OTDA 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 OTDA 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. CL-768 IMPLEMENTATION OF THE IRAN DIVESTMENT ACT PAGE 2 CL-768.docx

- 3.8.2 The OTDA 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.

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4 **METHOD OF AWARD**

4.1 **Overview** - All bids received shall be subject to an evaluation by the OTDA, assisted by such other personnel as deemed appropriate, for the purpose of selecting the Bidder(s) with whom an agreement will be negotiated. Only Bids judged to be responsive to the submission requirements set forth in this IFB will be evaluated. The OTDA will award the contract on the basis of the lowest price to a responsible and responsive offer, meeting all the bid submission requirements as set forth in section 1 of this IFB.

4.2 **Evaluation Policy** - The OTDA is committed to a fair and impartial evaluation process characterized by:

- 4.2.1 Requirements based upon the OTDA's substantiated needs;
- 4.2.2 Equal opportunity for incumbent and non-incumbent Bidders; and
- 4.2.3 Evaluation by a structured impartial process.

4.3 **Method of Award**

4.3.1 Pass/Fail Screening

4.3.1.1 A prescreen will be done to ensure that proposals are compliant with the content requirements set forth in section 1.1 of this IFB and to make a determination that the bidder is responsive and responsible as outlined in 1.10 and 3.4 and 3.6.3 of this IFB. Bidders will be given an opportunity to correct any error of a procedural or non-substantive nature that does not give them a competitive advantage.

4.3.1.2 Bids that do not pass the Pass/Fail screening will be deemed non-responsive and removed from further consideration. Bidders whose bids pass the Pass/Fail screening will have their Bid Form evaluated.

4.3.2 Bid Form Ranking

4.3.2.1 The prices submitted on each Bidder's Appendix D Bid Form will be compared with pricing from other bids received by the OTDA, for the items in each respective lot, as specified in Appendix C of this IFB.

4.3.2.2 The OTDA will award one contract per lot on the basis of lowest price to a responsive and responsible bidder in accordance with 4.3 of this IFB for the provision of the items specified in section 2 and Appendix C of this IFB.

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5 **CONTRACT TERMS AND CONDITIONS**

General – Upon selection, the successful bidder shall enter into an Agreement with the OTDA. The contents of the selected Bidder’s bid, together with this IFB and any formal questions and answers passed during the bidding process, will be made a part of the final agreement, hereinafter referred to as “the Agreement”. Should the selected bidder fail to enter into an agreement with the OTDA within one month of notification of the award, the OTDA reserves the right to select another firm and commence negotiations.

Article 1
Agreement Duration and Amendment

The Agreement shall commence upon approval by the Office of the State Comptroller and shall continue for a period of three years with possible extension of two one-year renewals.

OTDA shall have the right to re-negotiate the terms and conditions of the Agreement in the event applicable New York State (State) or Federal statutes, policy, rules, regulations and guidelines are altered from those existing at the time of the Agreement in order to be in continuous compliance therewith. It shall be understood that, in the event OTDA and the Contractor are unable to mutually agree to a set of terms and conditions through re-negotiations, the terms and conditions required to continue the Agreement in compliance with revised State or Federal statutes, policy, rules, regulations and guidelines shall be decided by the Commissioner of OTDA or his/her duly authorized representative(s) or designee(s), in accordance herein.

The Agreement is subject to amendment only upon mutual consent of the parties, reduced to writing and approved by the Comptroller of the State of New York.

Article 2
Executory Provision

The State Finance Law of the State of New York, Section 112, requires that any contract made by a State department, which exceeds fifty thousand dollars in amount, be first approved by the Comptroller of the State of New York before becoming effective. The parties recognize that the Agreement is wholly executory until and unless approved by the Comptroller of the State of New York.

The State of New York is not liable for any cost incurred by the Contractor in preparation for or prior to the approval of an executed contract by the Comptroller of the State of New York. Additionally, no cost will be incurred by OTDA for the Contractor’s participation in any pre-contract award activity.

The Agreement and the Appendices attached hereto constitute the entire agreement between the parties with respect to the subject matter; all other prior agreements, representations, statements, negotiations and undertakings are superseded hereby. The terms, provisions, representations and warranties contained in the Agreement shall survive performance hereunder. It is understood that unless the context clearly indicates otherwise, all references herein to the Agreement shall be deemed to include the Appendices attached hereto.

OTDA and the Contractor acknowledge and agree that time is of the essence in the Contractor’s performance hereunder, when and if a time for performance is specifically stipulated.

Article 3
Standard Contract Provisions

Standard Clauses For All New York State Contracts, attached hereto as Appendix A, is hereby fully incorporated into the Agreement.

The parties agree that the Agreement shall be construed and interpreted in accordance with the Laws of the State of New York. The contractor shall be required to bring any legal proceeding against OTDA arising from the Agreement in New York State courts.

Should any provision of the Agreement be declared or found to be illegal, unenforceable, and ineffective or void, then each party shall be relieved of any obligation arising from such provision; the balance of the Agreement, if capable of performance, shall remain in full force and effect.

No term or provision of the Agreement shall be deemed waived and no breach consented to, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by a party to, or waiver of, a breach under the Agreement shall not constitute or consent to, a waiver of, or excuse for any other, different or subsequent breach.

Article 4 Assurances

The Contractor warrants that it has carefully reviewed the needs of OTDA, as described in this IFB and its attachments and otherwise communicated in writing by OTDA to the Contractor, that it has familiarized itself with OTDA's specifications, and it warrants that it can provide such services as represented in its Bid and the other documents incorporated into the Agreement.

The Contractor agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules and regulations now or hereafter in effect.

The Contractor warrants and affirms that the terms of the Agreement do not violate any contracts or agreements to which it is a party and that its other contractual obligations will not adversely influence its capabilities to perform under the Agreement.

Article 5 Contractor Requirements

The Contractor accepts sole and complete responsibility for the timely accomplishment of all activities required under the Agreement and to provide the commodity as specified in accordance with the IFB and the Contractor's proposal.

Article 6 Non-assignability

Full responsibility for the delivery of services must be provided by the Contractor under the Agreement. Should the Contractor seek external financing, OTDA reserves the right to approve the assignment of the contract for financing purposes. **There will be no subcontracting for the provision of the commodities and services required under the agreement.**

Nothing contained in the Agreement, expressed or implied, is intended to confer upon any person, corporation or other entity, other than the parties hereto and their successors in interest and assigns, any rights or remedies under or by reason of the Agreement.

It shall be understood that the Contractor is an independent Contractor, and the Contractor, its agents, officers and employees, in the performance of the Agreement, shall act in an independent capacity and not as officers or employees of OTDA.

Article 7 Recycled or Recovered Materials

Upon the conditions specified in 2.5 of this IFB, and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Article 8 Charges

Payments to the Contractor shall be based on invoices submitted to OTDA by the Contractor in a format acceptable to OTDA and the Comptroller of the State of New York in accordance with Contractor's Bid Proposal Form (Appendix D). OTDA will make best efforts to process all invoices within 30 days of their receipt; however, failure to make payment within said time frame shall not be considered a breach of contract. Timeliness of payment and any interest to be paid to the Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

OTDA shall not be liable for the payment of any taxes under the Agreement however designated, levied or imposed. It shall be further understood that OTDA shall not be liable for any travel/per diem expenditures the Contractor may incur.

The Contractor grants the option to extend the terms and conditions of the Agreement to any other program area or State agency in New York as well as local Social Services Districts in New York.

Contractor shall provide complete and accurate billing invoices to the OTDA or other contracting Agency in order to receive payment. Billing invoices submitted to the OTDA or other contracting Agency must contain all information and supporting documentation required by the Contract, the applicable Agency and the state Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptrollers' procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptrollers' electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Article 9 Public Officers Law

The Contractor agrees not to engage in any conduct which the Contractor knows would violate or would assist an employee of OTDA in violating Sections 73 and 74 of the Public Officers Law.

The Contractor further recognizes that an administrative or judicial finding that a Contractor has violated any of the statutes specified in the Contractor/Subcontractor Background Questionnaire completed prior to the award of this contract may entitle OTDA to terminate the contract, at its discretion, within 30 days after the Contractor notifies OTDA of such finding or OTDA notifies the Contractor that it has become aware of such finding.

Any termination of the contract by OTDA under the Agreement shall be deemed to be a termination of the contract for cause. The remedies set forth in this section shall be in addition to any other remedy available to OTDA under contract or under any other provisions of law.

Article 10 Document Incorporation and Order of Precedence

The Agreement resulting from this procurement consists of:

The body of the Agreement; and

The Appendices attached to or incorporated by reference in the Agreement body.

In the event of any inconsistency in or conflict among the document elements of the Agreement identified in this Section, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order:

First, Appendix A;

Second, body of the Agreement to include any amendments and the Appendices;

Third, the IFB and the Responses to Questions; and

Fourth, the Contractor's Bid.

Article 11 Liability and Indemnification for Damages

In performance of its duties, the Contractor shall fully indemnify and save harmless OTDA from suits, actions, damages and costs of every name and description relating to personal injury, damage to real or personal tangible or intangible property, or any other claim for direct damages arising as a result of acts or omissions of the Contractor, its officers, employees, partners or agents in performing this contract.

The Contractor shall be jointly and severally responsible for the actions of its agents, employees, partners, including losses arising from, but not limited to:

Providing defective or inadequate specifications;
Defective or inadequate performance;
Losses incurred in shipping and delivery of products to site;

OTDA may, in addition to other remedies available to them at law, retain such monies from amounts due the Contractor, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them; provided, however, that the Contractor shall not indemnify to the extent that any claim, loss or damage arising hereunder is caused solely by the negligent act or failure to act of OTDA.

Article 12 Force Majeure

Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, wars, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, flood, the elements, acts or omissions of public utilities, or any other causes not reasonably foreseeable or beyond the control of a party. The parties are required to use best efforts to eliminate or minimize the effect of such events during performance of this Agreement.

Article 13 Record Retention

The Contractor, during the course of this Agreement and for a period of six (6) years following its termination or final payment hereunder, whichever occurs later, agrees to maintain and make available for audit by duly authorized representatives of the OTDA, the individual states, and the United States Government all records or documentation arising hereunder or relating hereto.

Additionally, all records involving matters in litigation or audit must be kept for a period of not less than three (3) years following the termination of the litigation or audit provided. Electronic copies of any documents related to this Agreement may be substituted for the originals with the prior written approval of the OTDA, provided that the copy procedures are accepted by the OTDA as reliable and are supported by an adequate retrieval system.

The Contractor shall be responsible for assuring that the provisions of this Article shall apply to any subcontract related to performance under this Agreement.

Article 14 Access to and Audit of Agreement Records

All records and information obtained by OTDA pursuant to the provisions of the Agreement, whether by audit or otherwise, shall be usable by OTDA solely for the purpose of performing the Agreement in any manner, in its sole discretion, as it deems appropriate and the Contractor shall have no right of confidentiality or proprietary interest in such records or information. Notwithstanding the preceding sentence and in addition to the provisions set forth in Appendix A herein, OTDA agrees, in those instances in which it has discretion, not to disclose outside those Government agencies involved in the performance of the Agreement and then only to the personnel who are involved in the performance of the particular data contained within the Agreement.

The Contractor shall promptly notify OTDA of any request by anyone for access to any records maintained pursuant to the Agreement. Access by Federal or State bank regulatory agents, or the Contractor's regular outside auditors to the Contractor's financial records, pursuant to regularly scheduled or routine audits or inspection of the Contractor, shall not require notification to OTDA provided that rights of confidentiality or proprietary interests are preserved.

Article 15 Confidentiality of Information

The Contractor, its officers, agents and employees, shall treat all information, with particular emphasis on information relating to recipients and providers, which is obtained by it through its performance under the Agreement, as confidential information to the extent required by the laws of the State of New York and of the United States and any regulations promulgated hereunder.

Individually identifiable information relating to any eligible public assistance recipient or provider shall be held confidential and shall not be disclosed by the Contractor, its officers, agents and employees, without the prior written approval of the Commissioner or his/her designee.

The uses of information obtained by the Contractor in the performance of its duties under the Agreement shall be limited to purposes directly connected with such duties.

The Contractor shall promptly advise OTDA of all requests made to the Contractor for information described in section 5.19.1 of the IFB.

The Contractor shall be responsible for assuring that any agreement between the Contractor and any of its officers, agents and employees contains a provision, which strictly conforms to the provisions of this subsection.

The Contractor will use the same care and discretion to avoid disclosure, publication or dissemination of Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate.

Except for personal information relating to recipients and providers which shall be kept confidential pursuant to requirements of New York State and Federal laws, and information relating to the business and finances of the State or the Contractor, confidential information disclosed by one party to the other continues to be subject to this Contract for six years following termination of this Contract. No obligation of confidentiality applies to:

Information the Contractor already possesses without an obligation of confidentiality;

Information the Contractor develops independently from publicly available data;

Information the Contractor receives without obligation of confidentiality from a third party;

Information that is, or becomes, publicly available without breach of this Contract.

In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other party, it shall, to the extent permitted by law, provide prompt notice to the other of such receipt. The party receiving the request shall thereafter be entitled to comply with such subpoena or other process to that extent permitted or required by law.

Article 16
NYS Information Security Breach and Notification Act

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (Article 39-F Section 889-aa; State Technology Law Section 208). In the event of an information security breach, the Contractor must immediately notify the OTDA's Information Security Officer, and adhere to State and Office procedures regarding information security incident reporting and management. Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees.

Article 17
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Article 18
Termination of the Agreement

The Agreement shall be subject to the following termination provisions:

All or any part of the Agreement may be terminated by mutual written agreement of the contracting parties.

All or any part of the Agreement may be terminated by OTDA in the event of failure of the Contractor to perform within the time requirements set forth in the Agreement.

All or any part of the Agreement may be terminated by OTDA for cause upon the failure of the Contractor to comply with the terms and conditions of the Agreement, including the attachments hereto, provided that OTDA shall give the Contractor written notice via registered or certified mail, return receipt requested, or shall deliver same by hand - receiving the Contractor's receipt therefore, such written notice to specify the Contractor's failure and the termination of the Agreement. Termination shall be effective 10 business days from receipt of such notice, established by the receipt returned to OTDA, unless the Contractor, in the opinion of OTDA, has cured said failure. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination.

The Agreement may be terminated if OTDA deems that termination would be in the best interest of OTDA, provided that OTDA shall give written notice to the Contractor not less than 30 days prior to the date upon which termination shall become effective, such notice to be made via registered or certified mail, return receipt requested or hand-delivered with receipt made. The date of such notice shall be deemed to be the date of postmark in the case of mail or the date of the Contractor's receipt for notice in the case of hand delivery. In the case of termination under this subsection, OTDA agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith.

The Contractor, on its part, agrees to incur no new obligations after receipt of notification of termination and to cancel as many outstanding obligations as possible.

The Agreement may be deemed terminated immediately at the option of OTDA upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by OTDA to the Contractor.

Should OTDA determine that Federal and State funds are unavailable, OTDA may terminate the Agreement immediately upon notice to the Contractor. If the initial notice is oral notification, OTDA shall follow this up immediately with written notice. OTDA will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from OTDA.

In the event of termination for any reason, the Contractor shall not incur new obligations for the terminated portion and the Contractor shall cancel as many outstanding obligations as possible. The Contractor shall take all reasonable measures to mitigate any damages for which OTDA may be liable. The OTDA will not be obligated to pay the Contractor for any lost and/or anticipated profits.

If the Agreement is terminated for any reason, OTDA shall have the right to award a new contract to a third party. In the event for termination for cause, the OTDA shall have the right to seek recovery of damages, and for all additional costs incurred in reassigning the contract.

It is understood that OTDA reserves the right to suspend or reduce the Contractor services during the term of the Agreement. It should also be understood that OTDA reserves the right to enter into multiple agreements with other contractors for the same products and services provided herein. The OTDA does not guarantee any minimum volume of work. Such action(s) by OTDA shall not be considered a breach of the Agreement or otherwise give rise to damages on the part of the Contractor, provided, however, that the Contractor is given written notification of such action.

The State reserves the right to terminate the award resulting from this procurement in the event it is found that the certification filed by the Offeror in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, The State may exercise its termination right by providing written notification to the award recipient.

Article 19 Patent/Copyright Indemnification

The Contractor will indemnify, defend and hold OTDA harmless from and against any and all damages, expenses (including reasonable attorney fees), claims, judgments, liabilities and costs which may be finally assessed against OTDA in any action for infringement of a United States Letter Patent with respect to the products furnished, or of any copyright, trademark, trade secret or other third party proprietary right, provided that OTDA shall give the Contractor:

Prompt written notice of any action, claim or threat of infringement suit, or other suit;

The opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense; and

Assistance in the defense of any such action at the expense of the Contractor.

If the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence:

to procure for OTDA the right to continue using such item(s) or part(s) thereof, as applicable;

to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or

to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance.

The foregoing provisions shall not apply to any infringement occasioned by modification by OTDA of any tangible or intangible products without the Contractor's approval or the use of any Equipment with any adjunct device added by OTDA without the consent of the Contractor.

In the event that an action at law or in equity is commenced against OTDA arising out of a claim that OTDA's use of a product under the Agreement infringes any patent, copyright or proprietary right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Agreement, the Contractor shall immediately notify OTDA and the Office of the Attorney General in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Agreement. The Contractor shall in such event protect the interests of OTDA and secure a continuance to permit OTDA to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses OTDA may have.

Article 20

Lobbying Certification

Section 1352 of Title 31 of the U.S. Code requires that funds appropriated to a federal agency be subject to a requirement that any Federal Contractor or grantee (such as OTDA) must be required to certify that no Federal funds will be used to lobby or influence a Federal officer or a Member of Congress. The certification that OTDA has been required to sign for the Health and Human Services Administration for Children and Family Services provides that the language of this certification (shall) be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Contractor understands and agrees to the Federal requirements for certification and disclosure.

Article 21 Notification

Any notice or other communication required by or pertaining to this Agreement shall be sent to the destinations indicated by the State's designated Project Director or the Contractor's designated Project Director. If no destination has been so indicated, such notices or communications may be directed to the address(es) or destination(s) at which the parties to this Agreement were located when this Agreement was executed or to the last known address or destination for such party. Contractor shall be responsible for notifying the State of any change of address or destination to which notices and communications should be sent.

Except as otherwise specified elsewhere in this Agreement, notices or communications may be given orally or in writing and shall be effective when received. To remain effective, oral notifications must be confirmed in writing, transmitted in a manner to be received no later than ten (10) working days after the oral notification. Notices or communications may be transmitted by personal delivery, ordinary U.S. Mail, registered or certified mail, overnight delivery service, telegram, telephone, facsimile device, electronic means or any other means of transmission that results in the fixation of the information transmitted in a tangible medium of expression.

Notices or communications shall be considered received on the day such receipt is acknowledged by a signed receipt or by any other means of verification that is recorded in a tangible medium of expression. Notices or communications from the State to the Contractor shall also be considered received as follows:

- A. Oral notifications shall be considered received on the date indicated as the date of conversation in any written confirmation or on the day sworn in an affidavit to be the date of such conversation, unless contested.
- B. Notices or communications by ordinary, registered or certified U.S. Mail shall also be considered received on the first working day after five (5) days following the day the transmittal is postmarked or following the day sworn in an affidavit to be the date the transmittal was deposited in a post office or an official depository.
- C. Notices or communications dispatched by overnight delivery service shall be considered received one (1) working day after having been dispatched.
- D. Transmissions by facsimile device or electronic means shall be considered received, upon the receipt by the State of a signal from the equipment of the Contractor indicating that the transmission was received.
- E. Notices or communications transmitted by personal delivery shall be considered received on the day the transmission is delivered to an agent of the Contractor.
- F. Any other transmissions shall be considered received no later than five (5) working day after transmission by the State is completed.

Article 22 Conflict of Interest

If during the term of the Agreement and any extension thereof the Contractor becomes aware of an actual or potential relationship, which may be considered a conflict of interest, the Contractor shall notify OTDA in writing

immediately. Should the Contractor engage any current or former New York State employee as its own employee or as an independent Contractor because of such employee's knowledge of New York State finances, operation or knowledge of OTDA's programs, or any current or former State employee who in the course of his State employment had frequent contact with Management level Contractor employees, the Contractor shall notify OTDA, in writing, immediately; should OTDA thereafter determine that such employment is inconsistent with State or Federal Law, OTDA shall so advise the Contractor, in writing, specifying its basis for so determining, and may require that the contractual or employment relationship be terminated.

Article 23 Limitation of Liabilities

The Contractor shall be liable for a breach of any express warranties, obligations and indemnifications set forth herein and, except where expressly provided otherwise, the total liability of the Contractor and its subsidiaries for such claim(s), regardless of the nature and basis for the claim, shall not exceed two (2) times the present value of the Agreement.

Other than where expressly allowed elsewhere in the agreement, the Contractor shall not be liable for indirect, incidental, special, or consequential damages (including but not limited to loss of profit, or revenue), even if the Contractor has been advised of the possibility of such damages.

The warranties set forth herein are in lieu of all other warranties express or implied including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Where express loss liabilities set forth herein provide for a higher loss limitation liability than as set forth in this paragraph, or where such express provisions impose the Contractor liability "without limitation", such express warranties, obligations and indemnifications shall supersede the loss limitation cap contained in this Article. For any suit, action, claim, damages or costs arising under or connected to the title, patent and copyright actions by third parties, the Contractor shall be fully liable for damages without limitation should the same arise in performance of this contract.

Article 24 Product Delivery

Delivery must be made as ordered and in accordance with the terms of the Agreement. Unless otherwise specified in the Bid Specifications, delivery shall be made within thirty calendar days after receipt of a print order by the Contractor. Inspection and acceptance of the work required under the Agreement will be performed by OTDA. The decision of OTDA as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of a Print Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify OTDA, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of the time for delivery must be requested in writing by the Contractor and approved in writing by OTDA. Failure to meet such time schedule may be grounds for cancellation of the order or, in OTDA's discretion, the Contract.

Weekend and Holiday Deliveries - Unless otherwise specified in the Bid Specifications or by OTDA, deliveries will not be scheduled for Saturdays, Sundays or legal holidays observed by the State of New York except of product for daily consumption or where an emergency exists or the delivery is a replacement or is late, in which event the convenience of OTDA shall govern.

Article 25 Disputes

A. This disputes provision shall apply to any dispute of the parties relating to performance under the Agreement except liquidated damages. Any dispute concerning any question of fact or law arising under the Agreement, which is not disposed of, by mutual agreement of the parties shall be initially decided by the adjudicator designee (hereinafter "Designee") of the Director the Bureau of Contract Management (hereinafter "Director"). The Director shall also designate the person who will present OTDA's position in the dispute (hereinafter "Advocate").

B. Within thirty days of such designations, the Advocate will state and brief the Designee on OTDA's position on the dispute. The Contractor will then have thirty days to make its submission; the submission may include any material the Contractor deems relevant to the dispute. All documents may be sent either by surface mail, by carrier, or electronically.

C. The Advocate will have a right to submit a response to the Contractor's submission. The response must be limited to the material rebutting evidence and arguments raised by the Contractor in its most recent submission and must be submitted within fifteen days of receipt of the Contractor's submission. If the Advocate submits a response, the Contractor will have thirty days to prepare and submit a response to the Advocate's rebuttal submission; this response shall consist wholly of material which responds to evidence or arguments raised in the Advocate's rebuttal. Any actual submission by the Advocate shall generate a right of rebuttal by the Contractor.

D. The Advocate and the Contractor will be informed in writing by the Designee when the submission process is deemed complete. The Designee shall have the right to take administrative notice of relevant matters of law and fact as he believes appropriate, in accordance with general principles of Administrative Law.

E. The Designee will prepare and forward the recommended written decision to the Director. The Director shall: (a) evaluate the Designee's findings and recommendations, (b) review the materials presented by the Contractor and the Advocate, (c) if necessary, consult with agency Counsel, and (d) prepare a response to the dispute either ratifying, modifying, or reversing the recommended decision. The Director's decision will be rendered within 45 days of the date when the submission process is deemed complete pursuant to Article D, above.

F. A copy of the Director's decision stating the reason(s) upon which it is based and informing the Contractor of the right to appeal an unfavorable decision to the General Counsel of OTDA, will be issued to both parties. The dispute decision shall be deemed a final and conclusive agency decision unless a written notice of appeal is received no more than 15 calendar days after the date the decision is received by the Contractor. Such notice of appeal must be filed with the General Counsel of OTDA.

G. The General Counsel of OTDA or his designee(s) shall hear and make a final decision on all appeals. A formal dispute appeal may not introduce new facts unless responding to facts or issues unknown to the Contractor prior to the final dispute decision. The General Counsel's decision will be rendered within 30 calendar days of the date that the notice of appeal is received by the General Counsel.

H. If the Contractor is unwilling to accept the decision rendered through this procedure or if a decision is not made within 90 calendar days after the record is deemed final, it may then pursue its normal legal remedies de novo, but it is specifically agreed that any and all reports rendered through this procedure shall be admissible as evidence in any court action taken with respect to the matter. Pending conclusion of any dispute or disagreement by whatever procedure, the construction placed upon the Agreement by the State shall govern operation thereunder and the Contractor and the OTDA shall continue to perform under the Contract.

I. The Director and General Counsel shall have the power to change any or all of their designees or otherwise alter the rules of proceeding upon written notice to the Contractor.

J. The Contractor shall be required to bring all legal proceedings relating to this Agreement against the OTDA or the State of New York in the Supreme Court of the State of New York in the County of Albany or the New York State Court of Claims.

Article 26

Shipping/Receipt of Product

Packaging - Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases or other types of containers. The container shall become and remain the property of the receiving entity unless otherwise specified in the Agreement documents.

Shipping Charges - Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be FOB Destination tailgate delivery at the dock of the receiving entity. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges are understood to not relieve the Contractor from responsibility for safe and proper delivery notwithstanding OTDA's payment of transportation charges. The Contractor shall be responsible for insuring that the Bill of Lading states "charges prepaid" for all shipments.

Receipt of Product - The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of OTDA. Any losses resulting from the Contractor's failure to deliver product to OTDA personnel shall be borne exclusively by the Contractor.

Title and Risk of Loss - Notwithstanding the form of shipment, title and risk of loss shall not pass from the Contractor to OTDA until the product has been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications. Mere acknowledgment by OTDA personnel of the delivery or receipt of goods (e.g. signed bill of lading) shall not be deemed or construed as acceptance of the product received. Any delivery of product, which is substandard or does not comply with the Agreement terms, may be rejected or accepted on an adjusted price basis, as determined by OTDA.

Re-Weighing Product - Deliveries are subject to re-weighing at the point of destination by the receiving entity. If shrinkage occurs which exceeds that normally allowable in the trade, the receiving entity shall have the option to require delivery of the difference in quantity, or to reduce the payment accordingly.

Product Substitution - In the event a specified manufacturer's product listed in the Agreement becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Force Majeure Clause herein) a product deemed by OTDA to be equal to or better than that specified must be substituted by the Contractor at no additional cost or expense to OTDA. Unless otherwise specified, any substitution of product prior to OTDA's approval may be cause for cancellation of contract.

Rejected Product - When product is rejected, it must be removed by the Contractor from the premises of the receiving entity within ten calendar days of notification of rejection by OTDA. Upon rejection notification, risk of loss of rejected or non-conforming product shall remain with The Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and OTDA shall have the right to dispose of the items as its own property. The Contractor shall promptly

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APPENDIX A

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE
CONTRACTS

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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, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the 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).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. 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
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

22. 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).

7.

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.

DECEMBER, 2011

NYS OFFICE OF TEMPORARY & DISABILITY ASSISTANCE
APPENDIX A1

Agency Specific Clauses

1. PERSONNEL

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel, which shall be as shown in the APPENDICES. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal and State Laws and Regulations.
- b. It is the policy of Office of Temporary & Disability Assistance (OTDA) to encourage the employment of qualified applicants/recipients of public assistance by both public organizations and private enterprises that are under contractual agreement to OTDA for the provision of goods and services. Contractors will be expected to make best efforts in this area. OTDA may require the Contractor to demonstrate how the Contractor has complied or will comply with the aforesaid policy.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from OTDA, to the degree that such change is within the reasonable control of the Contractor.

2. OFFICE SERVICES

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the APPENDICES.
- b. Title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies provided under this AGREEMENT shall be determined between the Contractor and OTDA, in Federally funded contracts, pursuant to Federal regulations 45 CFR Part 74, Subpart O, unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of OTDA. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to OTDA, unless OTDA has given direction for or approval of an alternative means of disposition in writing.
- c. Upon written direction by OTDA the contractor shall maintain an inventory of those properties which are subject to the provisions of paragraph b.

3. GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the APPENDICES. Any modifications to the tasks or work plan contained in Section 2 of this IFB must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, (including where relevant, timely completion of milestones) the Contractor agrees to submit to OTDA within three days of occurrence (or perception) of such problem, a written description thereof together with a recommended solution thereto.

- c. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to OTDA under the Federal Social Security Act.
- d. OTDA will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated thereunder. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- e. Except where OTDA otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts for the performance of the obligations contained herein until it has received the prior written approval of OTDA, which shall have the right to review and approve each and every subcontract prior to giving written approval to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by bona fide written contract. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, (2) that nothing contained in the subcontract shall impair the rights of OTDA under this AGREEMENT, and (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and OTDA. The Contractor specifically agrees that the Contractor shall be fully responsible to OTDA for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- f. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to OTDA forthwith and shall be subject to the direction of OTDA as to the disposition of such revenue.
- g. An initial advance, if determined to be payable to the contractor, shall be payable thirty days from the start date of services within the contract period or thirty days from the submission of a properly executed State of New York Standard Voucher in a form acceptable to OTDA and to the Comptroller of the State of New York, whichever is later.
- h. Any interest accrued on funds paid to the Contractor by OTDA shall be deemed to be the property of OTDA and shall either be credited to OTDA at the close-out of this Agreement or expended on additional services provided for under this Agreement.
- i. Non-Discrimination, Equal Employment Opportunity (EEO) and Minority and Women-Owned Business Enterprise (M/WBE) All work conducted under this contract must be in compliance with the specifications set forth in the applicable Request for Proposal and OTDA's policies and procedures set forth in Appendix A, Standard Clauses for NYS Contracts, and as may be amended from time to time. By submission of its bid/proposal, the successful Contractor agrees that it will not discriminate against any employee or applicant for employment 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, and as more fully set forth in paragraph five of Appendix A. By submission of its bid/proposal, the successful Contractor further agrees that it will comply with applicable Federal, State and Local requirements concerning Equal Employment Opportunity and opportunities for Minority and Women Business Enterprises, including but not limited to the Statute and its implementing regulations as promulgated by the New York State Division of Minority and Women's Business Development (DMWBD) and set forth at 5 NYCRR Parts 140-144), and as more fully set forth in paragraph twelve of Appendix A. The successful Contractor further agrees that it will comply with OTDA's Appendix Z, attached and incorporated herein, for the specific EEO/MWBE requirements and associated forms required for this procurement.

4. REPORTS AND DELIVERABLES

- a. The Contractor shall prepare and submit all reports, documents and projects required, and especially those reports, documents and products contained in the APPENDICES, to OTDA's Contract Manager for review and approval. These reports shall be in such substance, form and frequency as required by OTDA in order to meet State and Federal requirements.
- b. Should the Contractor fail to submit, to the extent required by the Office, any reports or documents as required in the above paragraph (a), the Office reserves the right to suspend any payments due until such time as the reports or documents are submitted by the Contractor to the Office.
- c. If the Contractor expends \$500,000 or more in Federal funds during any one fiscal year, the Contractor will be subject to the Audit Requirements and provisions of OMB Circulars: A-110; A-122, A-133; and, all other audit requirements determined applicable by the OTDA. The audit shall be completed on an annual basis and the audit report submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the OTDA. The audit shall be conducted in accordance with generally accepted government auditing standards by an independent auditor and submitted in a form determined by the OTDA. The OTDA will report its finding and any recommendations to the Contractor and may impose any sanctions as determined appropriate. The cost of audits made in accordance with these provisions are allowable charges to the Contract, charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles circulars.

5. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of information relating to individuals who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such information with regard to services authorized by the Social Services Law in conformity with the provisions of applicable State and Federal laws and regulations (e.g. Sections 136 and 372 of the Social Services Law, 18NYCRR 357). Recipients of services other than those which are authorized by Social Services Law shall have their confidentiality protected as directed by OTDA. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 889-aa; State Technology Law Section 208). In the event of an information security breach, the Contractor must immediately notify the Office's Information Security Officer, and adhere to State and Office procedures regarding information security incident reporting and management. The Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

6. PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of OTDA, which results (1) shall acknowledge the support of OTDA and the State of New York and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of OTDA or the State of New York.
- b. OTDA and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge OTDA's right to such license.

- c. All of the license rights so reserved to OTDA and the State of New York under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR Part 74, Subpart O.

7. PATENTS AND INVENTIONS

The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to OTDA. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to 45 CFR Part 74.36 and any amendments thereto.

8. TERMINATION

- a. This AGREEMENT may be terminated by OTDA, if OTDA deems that termination would be in the best interest of the State, provided that OTDA shall give written notice to the Contractor not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivered by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. OTDA agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT for the purposes set forth in this AGREEMENT, or if at any time during the term of this AGREEMENT the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, OTDA may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter. Said notice of breach shall be sent via registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefor. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, OTDA may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to OTDA. Upon such termination, OTDA may require a) the repayment to OTDA of any monies previously paid to the Contractor, or b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of a) and b), at OTDA's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of OTDA terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by OTDA to the Contractor.
- d. Should OTDA determine that Federal or State funds are unavailable; OTDA shall deem this contract terminated immediately. OTDA agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, OTDA shall follow this up immediately with written notice. OTDA will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from OTDA. If State or federal funds become unavailable prior to completion of a performance-based contract, the contractor is entitled to receive reimbursement in an amount equal to the amount the contractor would otherwise have received for the payment points that have been completed at the time that the funds become unavailable.

9. ADDITIONAL ASSURANCES

- a. The Contractor agrees to observe all applicable Federal Regulations, including those contained in 45 CFR Part 84 and 28 CFR Part 41.
- b. OTDA and Contractor agree that Contractor is an independent Contractor, and not an employee of OTDA. Contractor agrees to indemnify the State of New York for any loss the State of New York may suffer when such losses result from claims of any person or organization (excepting only OTDA) injured by the negligent acts or omission of Contractor, its officers and/or employees or subcontractors. Furthermore, Contractor agrees to indemnify, defend, and save harmless the State of New York, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, corporation who may be injured or damaged by Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this contract.
- c. The Contractor agrees to comply with all applicable Federal, State and local Civil Rights and Human Rights Laws with reference to equal employment opportunities and the provision of services.
- d. The Contractor agrees that Modifications and/or Budget Revisions which do not affect any change in the amount of consideration to be paid, or change the term, will be in accordance with Appendix C.
- e. Upon request by a local social services district or its designated purchasing agent, the contractor shall enter into an agreement with such district or agent for the purchase of the goods and services which are the subject of this agreement. Such new agreement shall provide that the cost of such goods and services to the district / agent entering into such agreement shall be the same as charged to OTDA under this agreement except that the contractor shall be permitted to negotiate an increase in price to the extent it can show an increase in the cost of providing goods and services which can be attributed to the act that the municipality constituting the social services district requires contractor to be obligated to standard contractual provisions in lieu of Appendix A of this agreement, which standard contractual provisions are more onerous than those contained in Appendix A.
- f. The contractor understands that it must comply with federal Executive Order 11246, the Copeland "Anti-Kickback Act" (18 USC 874), Section 306 of the federal Clean Air Act, Section 306 of the federal Clean Water Act, and that it must certify that neither it nor its principals are debarred or suspended from federal financial assistance programs and activities and to complete and return in pursuit of such certification any appropriate form required by OTDA (see federal Executive Order 12549 and 7 CFR Part 3017).

Revised 6-11-12

APPENDIX B

REQUIRED FORMS for BID SUBMISSION

Bidder’s Qualifications Response Sheet..... page 50

Iran Divestment Act..... page 53

MacBride Fair Employment Principles page 54

Non-Collusive Bidding Certification..... page 55

Contractor Disclosure of Contacts Form page 57

Bidder Disclosure of Prior Non-Responsibility Determinations page 58

Manufacturer’s Affidavit of Recycled Content page 60

Procurement Lobbying Act..... page 61

ST-220-CA page 62

Bidder's Qualifications Response Sheet

Bidder must confirm or comment by **Initialing or Responding** in the space following each numbered item.

- 1 Confirm that prices quoted are the same as or lower than those quoted to other corporations, institutions and government agencies (including GSA/VA contracts) on similar products, quantities, terms and conditions; _____
- 2 Bidder's willingness to honor orders for less than the minimum order, _____
 - a) shipping costs to be added to orders in accordance with 2.3.2 of this IFB, _____
 - b) or state below that Bidder will ship below Minimum Order at no additional cost;

Bidder Response: _____

- 3 Confirm that the bid will remain valid for a minimum of 180 days from the "Closing Date for Receipt of Bids" as listed in 1.11 of this IFB. _____
- 4 Confirm that the Bidder is licensed to conduct business in New York State. _____
- 5 Confirm that the Bidder has completed and submitted the Substitute Form W-9 as instructed on page 1 of this IFB, if Bidder is not already registered on the Statewide Financial System and has been assigned a New York State Vendor ID Number. _____
- 6 Confirm that the Bidder has filed a NYS Standard Vendor Responsibility Questionnaire with the Office of the State Comptroller per 3.4.2 of this IFB. _____
- 7 Confirm that the Bidder is registered with the NYS Department of Taxation and Finance for the purpose of collection and remittance of sales and use taxes and that the form ST-220-TD has been submitted directly to the Department of Taxation and Finance? Form ST-220-TD is available at http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf _____
- 8 Confirm that the prices contained in the IFB's Appendix D Bid Form, once approved by the OTDA and the Office of the State Comptroller, are fixed for the entire term of the project and are not subject to change other than as permitted in 2.7 of this IFB. _____
- 9 Confirm that the Bidder is willing and capable to execute and perform a contract containing the terms and conditions specified in the IFB. _____
- 10 Provide a statement informing the OTDA if the Bidder has or has not been suspended or debarred from entering into Federally funded contracts pursuant to U.S. Executive Order 12549 and/or 41 CFR Part 105-68, or if there is any information known to the Bidder or its agents that there has been any activity or investigation that could result in its suspension or debarment;

Bidder Response: _____

11 Provide Name, Title, Telephone Number, Fax Number, Toll Free Number, E-Mail Address of the person or persons to contact for expediting New York State contract orders;

Bidder Response: Name: _____
Title: _____
Telephone No. _____
Fax No. _____
Toll Free No. _____
E-Mail Address _____

12 Provide Name, Title, Telephone Number, Fax Number, Toll Free Number, E-Mail Address of person or persons to contact in the event of an emergency occurring after business hours or on weekend/holidays;

Bidder Response: Name: _____
Title: _____
Telephone No. _____
Fax No. _____
Toll Free No. _____
E-Mail Address _____

13 State normal business hours (specify Monday – Friday, Saturday and Sunday);

Bidder Response: _____

14 Bidders must provide three (3) references from corporations, institutions and/or government agencies (including GSA/VA contracts) for which the bidder provided similar products and quantities, and met similar terms and conditions:

Bidder Response: Reference 1) Company Name: _____
Address: _____

Contact: _____
Phone No: _____
E-mail: _____

Reference 2) Company Name: _____
Address: _____

Contact: _____
Phone No: _____
E-mail: _____

Reference 3) Company Name: _____
Address: _____

Contact: _____
Phone No: _____
E-mail: _____

15 Provide a listing of those officials authorized to bind the Bidder; and the signature of an official authorized to bind the Bidder.

Bidder Response: Officials Authorized to bind the Bidder:

SIGNATURE OF AN OFFICIAL AUTHORIZED TO BIND THE BIDDER:

IRAN DIVESTMENT ACT

By entering into this Contract, Contractor certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerors 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. 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 the Contract will be required to certify that it is not on the Prohibited Entities List before the OTDA may approve a request for Assignment of Contract.

During the term of the Contract, should the OTDA receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the OTDA 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 OTDA 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.

The OTDA reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

Company Name: _____

Address: _____

Contact: _____ Phone Number: _____

E-mail _____

Address: _____

SIGNATURE OF AN OFFICIAL AUTHORIZED TO BIND THE BIDDER

DATE

PRINT OR TYPE NAME

COMPANY

NON-DISCRIMINATION FORM

“NON-DISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:

MacBride Fair Employment Principles”

Please answer the following questions and sign below.

In accordance with Chapter 807 of the Laws of 1992 the Bidder, by submission of this bid, certifies that it or any individual or legal entity in which the Bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Bidder, either:

(Answer Yes or No to one or both of the following , as applicable)

1. Has business operations in Northern Ireland: Yes No

If yes:

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

Yes No

In the event the lowest responsible Bidder has not agreed to stipulate to the conditions set forth above and another Bidder who has agreed to stipulate to such conditions has submitted a cost proposal which is within five percent of the lowest responsible Bidder, the Office of Temporary and Disability Assistance shall refer such bids to the Commissioner of General Services, who may determine, in accordance with applicable law and rules, that it is in the best interest of the State that this contract be awarded to other than the lowest responsible Bidder.

Signature

Date

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

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

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER, CERTIFIES AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIED 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) AND (3) ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDE HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING 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)

Contractor Signature

Name of Business

Non-Collusive Bidding Certification

Identifying Data

Potential Contractor: _____

Address: _____
Street

City, Town, etc.

Telephone: _____
Title: _____

If applicable, Responsible Corporate Officer

Name: _____
Title: _____

Signature: _____

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

Legal name of person, firm or corporation

Legal name of person, firm or corporation

By _____
Name

Name

Title

Title

Address _____
Street

Street

City State

City State

**NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY
ASSISTANCE**

Contractor Disclosure of Contacts Form

This form shall be completed and submitted with your bid/proposal or offer. You must complete and submit one form for each person or organization whose function is to influence, or who may otherwise attempt to influence, this procurement contract, public works agreement and/or real property transaction. Failure to complete and submit this form shall result in a determination of non-responsiveness and disqualification of the bid, proposal or offer. If at the time of submission of this form, the specific name of a person authorized to attempt to influence a decision on your behalf is unknown, you agree to provide the specific person's information when it is available. You also agree to update this information during the negotiation or evaluation process of this procurement, and throughout the term of any contract awarded to your company pursuant to this bid/proposal or offer.

Name of Contractor: _____

Address: _____

Name and Title of Person Submitting this Form: _____

Name of Applicable Procurement: _____

Is this an initial filing in accordance with Section II, paragraph 1 of EO 127 or an updated filing in accordance with Section II, paragraph 2 of EO 127? (Please circle):

Initial filing

Updated filing

The following person or organization was retained, employed or designated by or on behalf of the Contractor to attempt to influence the procurement process:

Name: _____

Address: _____

Telephone Number: _____

Place of Principal Employment: _____

Occupation: _____

Does the above named person or organization have a financial interest in the procurement? (Please circle)

yes no

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Contract Termination Provision

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

Offeror 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: _____

MANUFACTURER'S AFFIDAVIT OF RECYCLED CONTENT*

I _____ of _____ being duly sworn, depose and say that the product(s) listed below will be/are manufactured to contain not less than the stated percentages of recycled content.

<u>PRODUCT</u>	<u>BRAND NAME</u>	<u>TOTAL RECYCLED CONTENT</u>	<u>POST CONSUMER CONTENT</u>	<u>SECONDARY MATERIAL NYS WASTE STREAM</u>
_____	_____	_____%	_____%	_____%
_____	_____	_____%	_____%	_____%
_____	_____	_____%	_____%	_____%
_____	_____	_____%	_____%	_____%
_____	_____	_____%	_____%	_____%

Indicate in the respective column the percentage of secondary materials generated from the waste stream in NYS that will be utilized in the manufacture of any of the above products furnished to NYS.

It is agreed that representatives of the New York State Office of Temporary and Disability Services, shall have access to purchase and production records at any time during working hours for the purpose of verifying the actual percentage and use of recycled materials in the above product(s) furnished to New York State.

Name of Manufacturer: _____

Address: _____

Signature of Manufacturer's Representative: _____

Official Title: _____

Telephone Number: _____

Dated: _____

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

Notary Public

THIS AFFIDAVIT SHALL REMAIN IN EFFECT FOR A PERIOD OF FIVE YEARS UNLESS REVISED OR WITHDRAWN BY THE CERTIFYING MANUFACTURER.

*INFORMATION SUPPLIED PERTAINS TO THE REQUIRED MINIMUM RECYCLED CONTENT FOR THE VARIOUS MATERIALS AS LISTED IN THE INVITATION FOR BIDS.

Procurement Lobbying Act
Offeror's Affirmation of Understanding of and Agreement pursuant to State Finance Law
§139-j (3) and §139-j (6) (b)

Background:

State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerors as to the Offeror's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Instructions:

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k.

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

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____



Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA

(6/06)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help? on back*).

Contractor name				For covered agency use only Contract number or description
Contractor's principal place of business		City	State	
Contractor's mailing address (if different than above)				Estimated contract value over the full term of contract (but not including renewals)
Contractor's federal employer identification number (EIN)		Contractor's sales tax ID number (if different from contractor's EIN)		
Contractor's telephone number				\$
Covered agency name				
Covered agency address				Covered agency telephone number

I, _____, hereby affirm, under penalty of perjury, that I am _____

(name)

(title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

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

[Mark an X in the appropriate box and complete the accompanying statement.]

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

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?

Internet access: www.nystax.gov (for information, forms, and publications)
Fax-on-demand forms: 1 800 748-3676
Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931
To order forms and publications: 1 800 462-8100
From areas outside the U.S. and outside Canada: (518) 485-6800
Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

APPENDIX C

LOT SPECIFICATIONS

Lot 1: One-Part Continuous PINFEED Form and Multiple Part Carbonless Continuous Form page 65

Lot 2: OTDA LDSS Continuous Pinfeed Forms page 66

Lot 3: Carbonless Snapout Forms page 70

Lot 4: Dry Snap Booklet page 71

Lot 5: Envelopes..... page 72

Lot 6: Outreach Publications page 77

LOT ONE: One-Part Continuous PINFEED Form and Multiple Part Carbonless Continuous Form

LOT ONE: Item 1

Document Title: **LDSS-4113-2** Temporary Benefit ID Card One Part Continuous Pinfeed Form
Estimated Annual Quantity: 3,000,000
Minimum Order Quantity: 250,000
Size: 9.5" x 4" overall
Stock: 90 lb. Recycled Index
Ink: Pantone Process Blue
Red Numbering
Copy: Agency will furnish a hard copy. Contractor will be required to set composition, make mechanicals, negatives and plates, and make revisions as necessary. Tints may be required.
Presswork: prints 1 color 2 sides
Pinfeed Holes: Standard marginal punching along both edges of all parts.
Numbering: Consecutive seven digit numbering in red – upper left area
Vertical Perforations: 1 full perf 4" from left edge. Standard marginal perforations along both edges.
Horizontal Perforations: Every 4" between forms and 1.5" from top of each form

LOT ONE: Item 2

Document Title: **LDSS-3546** Order for Supplies/Services (Voucher) Four Part Carbonless Continuous Pinfeed Form
Estimated Annual Quantity: 900,000
Minimum Order Quantity: 250,000
Size: 9.5" x 11" overall
Stock: Recycled carbonless bond
Part 1 – 15 lb White CB
Part 2 – 14 lb. Canary CFB
Part 3 – 14 lb. Pink CFB
Part 4 – 15 lb. Goldenrod CF
Ink: Black
Copy: Agency will furnish a hard copy. Contractor will be required to set composition, make mechanicals, negatives and plates, and make revisions as necessary. Tints may be required.
Presswork: Parts 1 and 2 print 1 color 2 sides
Parts 3 and 4 print 1 color 1 side
Pinfeed Holes: Standard marginal punching along both edges of all parts.
Vertical Perforations: Standard marginal perfs along both edges of all parts
Horizontal Perforations: Every 11" between forms
Fastening: Parts 1 and 2 are solid line glued in left Pinfeed margin.
Parts 3 and 4 are solid line glued in left Pinfeed margin.
Crimp all parts in both Pinfeed margins with at least a four prong crimp.

LOT ONE: Delivery Locations

NYS Office of Temporary and Disability Assistance
Distribution Center (Dock Delivery)
93 Broadway, Menands, New York 12204

AND

NYC/HRA Warehouse
103-00 Foster Avenue
Brooklyn, New York 11236

Important! Shipments are not accepted after 3:30 p.m.

LOT TWO: Item 3

LDSS 3209-2 – Two Part Carbonless Continuous Pinfeed Form

Estimated Annual Quantity: 9,000,000 sets. Minimum Order – 250,000

Size: 14-7/8" x 11" overall

Stock: Recycled Carbonless Bond – Black Image
Part 1 – 15# White CB
Part 2 – 15# White CF

Ink: Brown and red. Red marginals

Copy: Agency will furnish hard copy, camera ready copy or PDFs. When copy revisions are required, contractor will be required to set composition, and make mechanicals, negatives and plates.
(Copy will be identical to Parts 1 and 2 of Item 1.)

Presswork: Print 2 colors, 2 sides

Pinfeed Holes: Standard marginal punching along both edges of all parts.

Perforations: Vertical – approximately 7/8" from right edge only.
Horizontal – every 11" between forms.

Fastening: Fasten all parts in right pinfeed margin using spot gluing, flexible gluing or flexible stitching.

LOT TWO: Item 4

LDSS 3209A – One Part Continuous Pinfeed Form

Estimated Annual Quantity: 250,000. Minimum Order – 50,000

Size: 14-7/8" x 11" overall

Stock: Recycled 20# Pink Forms Bond

Ink: Brown and red. Red marginals

Copy: Agency will furnish hard copy, camera ready copy or PDFs. When copy revisions are required, contractor will be required to set composition, and make mechanicals, negatives and plates.

Presswork: Print 2 colors, 2 sides

Pinfeed Holes: Standard marginal punching along both edges of all parts.

Perforations: Vertical – approximately 7/8" from right edge only.
Horizontal – every 11" between forms.

LOT TWO: Item 5

LDSS 3636-1 – One Part Continuous Pinfeed Form

Estimated Annual Quantity: 2,000,000. Minimum Order – 100,000

Size: 14-7/8” x 11” overall

Stock: Recycled 20# White Forms Bond

Ink: Reflex Blue and PMS192 Red. Red marginals

Copy: Agency will furnish hard copy, camera ready copy or PDFs. When copy revisions are required, contractor will be required to set composition, and make mechanicals, negatives and plates.

Presswork: Print 2 colors, 2 sides

Pinfeed Holes: Standard marginal punching along both edges of all parts.

Perforations: Vertical – approximately 7/8” from right edge only.
Horizontal – every 11” between forms.

LOT TWO: Item 6

LDSS 3636-2 – Two Part Carbonless Continuous Pinfeed Form

Estimated Annual Quantity: 3,000,000 Minimum Order – 100,000

Size: 14-7/8” x 11” overall

Stock: Recycled Carbonless Bond
Part 1 – 15# White CB
Part 2 – 15# White CF

Ink: Reflex Blue and PMS192 Red. Red marginals

Copy: Agency will furnish camera ready copy or PDFs. When copy revisions are required, contractor will be required to set composition, and make mechanicals, negatives and plates.
(Copy Same as Item 5)

Presswork: Both parts – Print 2 colors, 2 sides

Pinfeed Holes: Standard marginal punching along both edges of all parts.

Perforations: Vertical – approximately 7/8” from right edge only.
Horizontal – every 11” between forms.

Fastening: Fasten all parts in right pinfeed margin using spot gluing, flexible gluing or flexible stitching.

LOT TWO: Item 7

LDSS 3517 – One Part Continuous Pinfeed Form

Estimated Annual Quantity: 15,000,000 sets. Minimum Order – 1,500,000

Size: 14-7/8” x 11” overall

Stock: Recycled 20# White Forms Bond

Ink: Front: Prints black and blue
Back: Prints blue

Copy: Agency will furnish hard copy, camera ready copy or PDFs. Shading is required covering most of the form. There may be copy changes between orders. Agency will furnish edits or new copy when required.

Presswork: Print 2 colors front, one color back

Pinfeed Holes: Standard marginal punching along both edges of all parts.

Perforations: Vertical – Standard marginal perforations along both edges approximately 7/8” from right and 1/2” from left.
Full Horizontal – every 11” between forms.

Delivery Location NYS Office of Temporary and Disability Assistance
NYC/HRA Warehouse
111 29th Street
Brooklyn, New York 11232

* Delivery Location for Item 7 ONLY (all other Lot Two items are shipped to the address listed in 2.16.2 of this IFB)

LOT THREE: Carbonless Snapout Forms

GROUP I: 5-1/2" x 8-1/2" plus perforated stub at top (approx. 5-1/2" x 9-1/8" overall)

ESTIMATED QUANTITY: 850,000 sets (12 forms)
Minimum order 10,000

STOCK: Chemical Transfer Carbonless Bond – black print – white and colors.
Minimum of 15 lb. for CB parts; minimum of 15 lb. for CFB parts; minimum of 13 lb. for CF parts.

STANDARD COLOR SEQUENCE: White, canary, pink, green and goldenrod, or all white.

FASTENING: All multiple part forms supplied under this contract must be fastened in sets by adding a snapout stub at top and gluing in the stub area.

COPY: Agency will provide hard copy sample and/or PDF. All parts within each set are alike. Some forms will contain screened areas and screened text.

INK: SIDE 1: PMS color to be stated on purchase orders. One color only for front of each set.
SIDE 2: PMS color to be stated on purchase orders.

NUMBERING: Some forms will require consecutive number, and an additional charge shall be allowed. Crash numbering is acceptable.

PACKING* LOT THREE Carbonless Snapout forms must be shrink wrapped or banded in quantities of 250 prior to packing in cartons

GROUP II: 8-1/2" x 11" plus stub at top with perforations (approx. 8-1/2" x 11-5/8" overall)

ESTIMATED QUANTITY: 8,500,000 sets (44 forms). Minimum order 10,000
All specifications the same as Group I except:
Quote price for 1 color 1 side; 2 colors 1 side; 1 color front, 1 color back; 2 colors front, 1 color back.

GROUP III: 8-1/2" x 14" plus stub at top with perforations (approx. 8-1/2" x 14-5/8" overall)

ESTIMATED QUANTITY: 9,500,000 sets (62 forms). Minimum order 10,000
All specifications the same as Group I except:
Quote price for 1 color 1 side; 2 colors 1 side; 1 color front, 1 color back; 2 colors front, 1 color back.

LOT FOUR: Dry Snap Booklets

ESTIMATED ANNUAL QUANTITY: 16,000,000

Minimum ordering quantity: 10,000 (The OTDA may order more than one form at a time.)

SIZE: 8-1/2" x 11" (Vertical) and 11" x 8-1/2" (Horizontal) – no bleeds.

PLIES: Minimum of three plies to maximum of 32 plies

COPY: The OTDA will furnish hard copy, camera ready copy or PDF files for all items. Shaded areas will be required.

STOCK: 50 lb. white recycled offset. Approximately 30% of the booklets will require colored stock for a major portion of the plies. Contractor may elect to use colored stock or tint stock 2 sides.

INK : Black or standard colors to be specified by the OTDA. Contactor may be required to match special PMS colors. Ink color may occasionally vary from page to page within a booklet.

PRESSWORK: All Plies will print a minimum of 1 color 2 sides. Some plies may print 2 colors 2 sides, or 2 colors 1 side and 1 color on the reverse side. Some plies may require 3 colors 1 side 2 colors second side or 3 colors one side 1 color second side.

FOLDING: A portion of booklets on any given order may require a half fold. The fold will always be parallel to the glue line. The half fold may be required on any size booklet.

PERFORATIONS: Some booklets will require up to three full perforations, parallel and or perpendicular to the glue line. Some booklets will require perforations on every page.

BINDING: "Dry-Snap", solid glue line on left side, not to exceed 3/16" so as not to obscure reading matter – no line or holes or perforations to appear.

DELIVERY LOCATIONS: NYS Office of Temporary and Disability Assistance
Distribution Center (Dock Delivery)
93 Broadway, Menands, New York 12204

AND

NYC/HRA Warehouse
103-00 Foster Avenue
Brooklyn, New York 11236

Important! Shipments are not accepted after 3:30 p.m.

LOT FIVE: Envelopes

LOT FIVE: Item 1 OTDA-3362 #10 Window Envelope (4 1/8" x 9 1/2")

Window Size: 1 1/4" x 4 1/2" Polystyrene, fully secured, 1" from left edge – 1/2" from bottom edge

Estimated Annual Quantity: 1,200,000 (orders of 250,000 – 500,000)

Presswork: Print one color on face of envelope
Security tint on inside of envelope

Ink: Black

Construction: Executive Cut (side seams not acceptable). Standard, fully gummed flap (Approx. 1 1/2" at deepest end.)

Stock: 24 lb. White Wove

LOT FIVE: Item 2 LDSS-4310-9 #9 Window Envelope (3 7/8" x 8 7/8")

Window Size: 1" x 3 3/8" Polystyrene, fully secured, 3" from left edge – 1/2" from bottom edge

Estimated Annual Quantity: 700,000 (orders of 200,000 to 500,000)

Presswork: Print one color on face and inside of envelope
Security tint on inside of envelope

Ink: Black

Construction: Executive Cut (side seams not acceptable). Standard, fully gummed flap (Approx. 1 1/2" at deepest end.)

Stock: 24 lb. Canary Wove

LOT FIVE: Item 3 LDSS-4310-10 #10 Double Window Envelope (4 1/8" x 9 1/2")

Upper Window: Polystyrene, fully secured.

Upper Window: (1 x 3") 1" from right edge – 1/2" from top.

Lower Window: (1 1/8 x 3 1/2") 1" from right edge (5" from left edge)
3/4" from bottom.

Estimated Annual Quantity: 700,000 (orders of 200,000 to 500,000)

Presswork: Print one color on face and inside of envelope
Security tint on inside of envelope

Ink: Black

Construction: Executive Cut (side seams not acceptable). Standard, fully gummed flap (Approx. 1 1/2" at deepest end.)

Stock: 24 lb. Canary Wove

LOT FIVE: Item 4 OTDA-4587A #10 Double Window Envelope (4 1/8" x 9 1/2")

Window Polystyrene, fully secured.
Upper Window (1 x 4 1/2") 1 1/4" from left edge – 3/4" from top.
Lower Window (1 1/2 x 4 1/2") 1 1/4" from left - 1/2" from bottom

Estimated Annual Quantity: 5,000,000 (orders of 500,000 to 1,500,000)

Presswork Print one color on face of envelope
Security tint on inside of envelope

Ink Black

Construction Executive Cut (side seams not acceptable). Standard, fully gummed flap (Approx. 1 1/2" at deepest end.)

Stock 24 lb. White Wove

LOT FIVE: Item 5 OTDA-4593W #10 Window Envelope (4 1/8" x 9 1/2")

Window Size 1 1/4" x 4 1/2" Polystyrene, fully secured, 1" from left edge – 1/2" from bottom edge

Estimated Annual Quantity: 200,000

Presswork Print one color on face of envelope

Ink Black

Construction Executive Cut (side seams not acceptable). Standard, fully gummed flap (Approx. 1 1/2" at deepest end.)

Stock 24 lb. White Wove

LOT FIVE: Item 6 OTDA-4464 Client Notice Envelope

Estimated Annual Quantity: 500,000. Minimum ordering quantity 50,000.

SIZE: 6" x 9-1/2" open side.

STOCK: Sub. 28 White Wove, recycled.

COPY: Contractor to set two lines of type on front of envelope and an overall security tint inside the envelope.

PRESSWORK: Prints 1 color on face and inside of envelope.

CONSTRUCTION: Open side, diagonal or side seams. Standard, square, or executive style, fully gummed flap (approx. 2" at deepest end), free from curl.

LOT FIVE: Item 7 OTDA-4464.1 Client Notice Envelope

Estimated Annual Quantity: 20,000,000. Normal ordering quantity is 1,200,000, Minimum ordering quantity is 800,000.

SIZE: 6" x 9-1/2" open side.

STOCK: Sub. 28 White Wove, recycled.

COPY: Contractor to set two lines of type on front of envelope. Agency to furnish pdf for the back. There is an overall security tint inside the envelope. If copy changes are required between runs, camera ready copy will be furnished for changes.

PRESSWORK: Prints 1 color on face, back, and inside of envelope.

INK: Black

CONSTRUCTION: Open side, side seams. (Diagonal seams are not acceptable). Standard, square, or executive style, fully gummed flap (approx. 2" at deepest end), free from curl.

WINDOWS: Polystyrene, fully secured.

Upper Window - Size 7/8" x 3-1/4". Positioned 1" from left edge, 4-3/8" from bottom.

Lower Window - Size - 1-1/4" x 3-3/4". Positioned 4-3/4" from left edge, 1" from bottom.

LOT FIVE: Item 8 OTDA-4464.3 Client Notice Envelope - Business Reply

Estimated Annual Quantity: 2,400,000 Minimum ordering quantity will be 50,000.

SIZE: 6" x 9-1/2" open side.

STOCK: Sub. 28 White Wove recycled.

COPY: Contractor to set text on the front of the envelope. Contractor is to furnish agency with hard copy sample and PDF to be approved by US Postal Service. There is an overall security tint inside the envelope. If copy changes are required between runs, camera ready copy will be furnished for changes.

PRESSWORK: Prints one color on face. Prints one color on inside.

INK: Black.

CONSTRUCTION: Open side, side seams. (Diagonal seams are not acceptable). Standard, square, or executive style, fully gummed flap (approx. 2" at deepest end), free from curl.

WINDOWS: Polystyrene, fully secured.

Upper Window - Size 7/8" x 3-1/4". Positioned 1" from left edge, 4-3/8" from bottom.

Lower Window - Size - 2" x 4". Positioned 4.44" from left edge, 1" from bottom.

LOT FIVE: Item 9 DDD Special Window Envelope (6 x 9 1/2)

Window Size 1 1/8" x 4" Polystyrene, fully secured, 1/2" from left edge – 2 1/4 " from bottom edge

Estimated Annual Quantity: Per Location: Menands - OTDA Warehouse – 2,000,000 (could change to Washington Ave.)
Washington Ave, Albany – 75,000
Buffalo – 25,000
Endicott – 30,000
NYC – 10,000

Presswork Print one color on face of envelope

Ink Black

Construction Open side, diagonal seams. (Side seams not acceptable.) Rounded, Fully Gummed, Flap, 2" Maximum.

Stock 24 lb. White Wove

Ship to: See *Various locations throughout New York State below. NOTE: With the exception of the Menands' Warehouse, locations are Inside Delivery, and set in place, not Dock Delivered. (Shipments are not accepted after 3:30 pm)

LOT FIVE: Item 10 Kraft Window Envelope (9 x 12)

Window Size 1 7/8" Tall x 3" wide, Polystyrene, 2 1/4" from TOP edge, 1/2 " from LEFT edge

Estimated Annual Quantity Per Location: Albany (Washington Ave.) – 400,000
Buffalo – 20,000
Endicott – 100,000
NYC – 20,000

Presswork Print one color on face of envelope (NYC return address)

Ink Black

Construction Open end at top, portrait style. Fully Gummed Flap

Stock 28 LB. LIGHT BROWN ENVELOPE KRAFT

The following instructions are specific to Lot FIVE Items 9 & 10 only:

Proofs In duplicate to OTDA/DDD, attention:
Gregory C. Atkins
OTDA/DDD
One Commerce Plaza, 10th Floor
Albany, NY 12260

Delivery Within 25 working days upon vendor receipt of approved proof. **NOTE:** Locations are Inside Delivery, and set in place, not Dock Delivered. (Shipments are not accepted after 3:30 pm)

Ship to: *Various Locations throughout New York State include:

NYS OTDA Warehouse

Phone: Harry Phillips (518) 408-5573
93 Broadway
Menands, NY 12204 ***Dock Delivery**

NYS OTDA

Division of Disability Determinations
Phone: Debra Stark (518) 473-0540
Joe Svingala (518) 473-7144
One Commerce Plaza
10th Floor Mailroom
99 Washington Avenue
Albany, NY 12210-2821
Mailroom hours - 7 to 3

A small truck with a power lift gate is required for all deliveries at this location. Inside delivery to 10th floor mailroom or basement storage room required.

NYS OTDA

Division of Disability Determinations
Attn: Diane Geisendorfer/Mario Musso
Ellicott Square Building
295 Main Street – 6th Floor Mailroom #656
Buffalo, NY 14203
Phone: D. Geisendorfer (716) 847-3839
M. Musso (716) 847-5007

Mailroom Hours - 8 to 3
Inside Delivery to 6th floor mailroom required.

NYS OTDA

Division of Disability Determinations
Building #16 – Glendale Industrial Park
2001 Perimeter Road East, 2nd Floor
Endicott, NY 13760-7303
Phone: Linda Greenier (607) 741-4192
Mailroom Hours - 7:30 to 3:30

Vendors must contact Linda Greenier at least 48 hours in advance to schedule a delivery. Inside Delivery required.

NYS OTDA / Division of Disability Determinations

100 Church Street, 9th Floor OTDA Mailroom
New York, NY 10007
Phone: Alberto Guaranda (212)240-3012
Bennie Brazier (212)240-3176

***Vendors must phone Alberto or Bennie at least 48 hours in advance to schedule a delivery and also a pallet width size of 36 inches is preferable.**

Paper Specs: 70 lb. TEXT/Gloss/Utopia/White - or equivalent

LOT SIX: Item 7

Brochure with Flap

Estimated Annual Quantity: 100,000

Specifications: Cover sheet: 14 x 8 ½" folds to 8 ½ x 5 ½ with 3" flap
Internal Text: 11 x 8 ½ fold to 8 ½ x 5 ½
2 sided printing

Fold/Binding See specifications for folds and saddle stitch

Paper Specs: 70 lb. TEXT/Gloss/Utopia/White - or equivalent

LOT SIX: ALL ITEMS

Ink: Full color

Bleed: Full Bleed

Master Supplied: PDF format and design files supplied in the following, but not limited to, formats:
InDesign and Quark File with photos in place.

Proof: 2 paper printers' proofs required within 3 working days of receipt of master files,
delivered to name specified on print order.

Delivery: Must be guaranteed within 20 days upon vendor receipt of approved proof.

Ship to: Attention: Daria Albini
NYS Office of Temporary and Disability Assistance
Distribution Center (Dock Delivery)
93 Broadway
Menands, New York 12204

APPENDIX D

BID FORMS

Lot 1: One-Part Continuous PINFEED Form and Multiple Part Carbonless Continuous Form	page 80
Lot 2: OTDA LDSS Continuous Pinfeed Forms	page 81
Lot 3: Carbonless Snapout Forms	page 82
Lot 4: Dry Snap Booklet	page 89
Lot 5: Envelopes.....	page 95
Lot 6: Outreach Publications	page 96

BID FORM

LOT ONE: One-Part Continuous PINFEED Form and Multiple Part Carbonless Continuous Form

Company Name: _____

Address: _____

Contact: _____ Phone Number: _____
E-mail Address: _____

	<u>Estimated Annual Quantities</u>	<u>Unit Price per thousand (M)</u>	<u>Total</u>
Item 1: One Part Continuous Pinfeed Form	3,000,000	\$ _____ /M	\$ _____
Item 2: Four Part Carbonless Continuous Pinfeed Form	900,000 Sets	\$ _____ /M Sets	\$ _____
GRAND TOTAL BID:			\$ _____

***NOTE: Bids submitted with corrections, such as crossed out numbers, corrections made with correction tape or white-out will not be accepted, and may be disqualified.**

SIGNATURE OF AN OFFICIAL AUTHORIZED TO BIND THE BIDDER

DATE

PRINT OR TYPE NAME

BID FORM

LOT TWO: OTDA Continuous Pinfeed Forms

Company Name: _____

Address: _____

Contact: _____ Phone Number: _____
E-mail Address: _____

Form	Estimated Annual Quantity	Unit Price	Total
ITEM 1: Form LDSS 3209-4	5,000,000 (minimum order – 500,000)	\$ _____ / M sets	\$ _____
ITEM 2: Form LDSS 3209-1	2,000,000 (minimum order – 100,000)	\$ _____ / M	\$ _____
ITEM 3: Form LDSS 3209-2	9,000,000 (minimum order – 250,000)	\$ _____ / M sets	\$ _____
ITEM 4: Form LDSS 3209A	250,000 (minimum order 50,000)	\$ _____ / M	\$ _____
ITEM 5: Form LDSS 3636-1	2,000,000 (minimum order 100,000)	\$ _____ / M	\$ _____
ITEM 6: Form LDSS 3636-2	3,000,000 (minimum order 100,000)	\$ _____ / M sets	\$ _____
ITEM 7: Form LDSS 3517	15,000,000 (minimum order 1,500,000)	\$ _____ / M	\$ _____

GRAND TOTAL BID \$ _____

NOTE: Please use black ink when preparing your bid. Bids submitted with corrections, such as crossed out numbers, corrections made with correction tape or white-out will not be accepted, and may be disqualified.

SIGNATURE OF AN OFFICIAL AUTHORIZED TO BIND THE BIDDER

DATE

PRINT OR TYPE NAME

BID FORM

LOT THREE: Carbonless Snapout Forms

Instructions:

Bidders must submit this Bid Form for Lot Three: Carbonless Snapout Form in its entirety; this Bid Form begins at page 82 and ends on page 88 of this IFB. Subtotal each set then enter each of the Group Totals on page 7 of this Bid Form. Crash Numbering and Plate Charges plus the three Group Totals will equal the Grand Total.

Please use black ink when preparing your bid. Bids submitted with corrections, such as crossed out numbers, corrections made with correction tape or white-out will not be accepted, and may be disqualified.

Balanced Bids: Unbalanced bids may be rejected either in whole or in part; however, THE NYS OTDA reserves the right to negotiate prices downward with the apparent low bidder to lower unbalanced prices. A "balance bid" means that the unit price shall remain constant or decrease as the number of units increase.

Company Name: _____

Address: _____

Contact: _____ Phone Number: _____
E-mail Address: _____

2 PART SET

ONE COLOR ONE SIDE				ONE COLOR FRONT ONE COLOR BACK		
<u>UNIT ORDERS</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>
10,000	\$	(6)	\$	\$	(2)	\$
25,000	\$	(4)	\$	\$	(1*)	\$
50,000	\$	(1)	\$	\$	(1*)	\$
100,000	\$	(1*)	\$	\$	(1*)	\$
250,000	\$	(1*)	\$	\$	(1*)	\$
500,000	\$	(1*)	\$	\$	(1*)	\$
Subtotal			\$ _____	\$ _____		

3 PART SET

ONE COLOR ONE SIDE				ONE COLOR FRONT ONE COLOR BACK		
<u>UNIT ORDERS</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>
10,000	\$	(3)	\$	\$	(1*)	\$
25,000	\$	(2)	\$	\$	(1*)	\$
50,000	\$	(1*)	\$	\$	(1*)	\$
100,000	\$	(2)	\$	\$	(1*)	\$
250,000	\$	(1*)	\$	\$	(1*)	\$
500,000	\$	(1*)	\$	\$	(1*)	\$
Subtotal			\$ _____	\$ _____		

4 PART SET

ONE COLOR ONE SIDE				ONE COLOR FRONT ONE COLOR BACK		
<u>UNIT ORDERS</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>
10,000	\$	(3)	\$	\$	(1*)	\$
25,000	\$	(1*)	\$	\$	(1*)	\$
50,000	\$	(2)	\$	\$	(1*)	\$
100,000	\$	(1*)	\$	\$	(1*)	\$
250,000	\$	(1*)	\$	\$	(1*)	\$
500,000	\$	(1*)	\$	\$	(1*)	\$
Subtotal			\$ _____	\$ _____		

5 PART SET

ONE COLOR ONE SIDE				ONE COLOR FRONT ONE COLOR BACK		
<u>UNIT ORDERS</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>
10,000	\$	(3)	\$	\$	(1*)	\$
25,000	\$	(1*)	\$	\$	(1*)	\$
50,000	\$	(1)	\$	\$	(1*)	\$
100,000	\$	(1*)	\$	\$	(1*)	\$
250,000	\$	(1*)	\$	\$	(1*)	\$
500,000	\$	(1*)	\$	\$	(1*)	\$
Subtotal			\$ _____	\$ _____		

GROUP II – 8-1/2” x 11”

TOTAL GROUP I \$ _____
 App. D Bid Form: LOT THREE: Carbonless Snapout Page 3 of 7

2 PART SET

ONE COLOR ONE SIDE				TWO COLORS ONE SIDE		
<u>UNIT ORDERS</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>
10,000	\$	(14)	\$	\$	(1*)	\$
25,000	\$	(4)	\$	\$	(1*)	\$
50,000	\$	(1*)	\$	\$	(1*)	\$
100,000	\$	(2)	\$	\$	(1*)	\$
250,000	\$	(6)	\$	\$	(1*)	\$
500,000	\$	(2)	\$	\$	(1*)	\$
Subtotal			\$ _____	\$ _____		

3 PART SET

ONE COLOR ONE SIDE				TWO COLORS ONE SIDE		
<u>UNIT ORDERS</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>
10,000	\$	(14)	\$	\$	(1*)	\$
25,000	\$	(8)	\$	\$	(1*)	\$
50,000	\$	(6)	\$	\$	(1*)	\$
100,000	\$	(2)	\$	\$	(1*)	\$
250,000	\$	(6)	\$	\$	(1*)	\$
500,000	\$	(1*)	\$	\$	(1*)	\$
Subtotal			\$ _____	\$ _____		

4 PART SET

ONE COLOR ONE SIDE				TWO COLORS ONE SIDE		
<u>UNIT ORDERS</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>
10,000	\$	(8)	\$	\$	(1*)	\$
25,000	\$	(4)	\$	\$	(1*)	\$
50,000	\$	(2)	\$	\$	(1*)	\$
100,000	\$	(1*)	\$	\$	(1*)	\$
250,000	\$	(2)	\$	\$	(1*)	\$
500,000	\$	(1*)	\$	\$	(1*)	\$
Subtotal			\$ _____	\$ _____		

5 PART SET

ONE COLOR ONE SIDE				TWO COLORS ONE SIDE		
<u>UNIT ORDERS</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>
10,000	\$	(2)	\$	\$	(1*)	\$
25,000	\$	(2)	\$	\$	(1*)	\$
50,000	\$	(1*)	\$	\$	(1*)	\$
100,000	\$	(2)	\$	\$	(1*)	\$
250,000	\$	(2)	\$	\$	(1*)	\$
500,000	\$	(1*)	\$	\$	(1*)	\$
Subtotal			\$ _____	\$ _____		

2 PART SET

ONE COLOR FRONT ONE COLOR BACK				TWO COLORS FRONT ONE COLOR BACK		
UNIT ORDERS	PRICE PER M	EST. NO. OF ORDERS	TOTAL	PRICE PER M	EST. NO. OF ORDERS	TOTAL
10,000	\$	(1*)	\$	\$	(1*)	\$
25,000	\$	(1*)	\$	\$	(1*)	\$
50,000	\$	(1*)	\$	\$	(1*)	\$
100,000	\$	(1*)	\$	\$	(1*)	\$
250,000	\$	(1*)	\$	\$	(1*)	\$
500,000	\$	(1*)	\$	\$	(1*)	\$
Subtotal			\$_____	\$_____		

3 PART SET

ONE COLOR FRONT ONE COLOR BACK				TWO COLORS FRONT ONE COLOR BACK		
UNIT ORDERS	PRICE PER M	EST. NO. OF ORDERS	TOTAL	PRICE PER M	EST. NO. OF ORDERS	TOTAL
10,000	\$	(1*)	\$	\$	(1*)	\$
25,000	\$	(1*)	\$	\$	(1*)	\$
50,000	\$	(1*)	\$	\$	(1*)	\$
100,000	\$	(1*)	\$	\$	(1*)	\$
250,000	\$	(1*)	\$	\$	(1*)	\$
500,000	\$	(1*)	\$	\$	(1*)	\$
Subtotal			\$_____	\$_____		

4 PART SET

ONE COLOR FRONT ONE COLOR BACK				TWO COLORS FRONT ONE COLOR BACK		
UNIT ORDERS	PRICE PER M	EST. NO. OF ORDERS	TOTAL	PRICE PER M	EST. NO. OF ORDERS	TOTAL
10,000	\$	(1*)	\$	\$	(1*)	\$
25,000	\$	(1*)	\$	\$	(1*)	\$
50,000	\$	(1)	\$	\$	(1*)	\$
100,000	\$	(1*)	\$	\$	(1*)	\$
250,000	\$	(1*)	\$	\$	(1*)	\$
500,000	\$	(1*)	\$	\$	(1*)	\$
Subtotal			\$_____	\$_____		

5 PART SET

ONE COLOR FRONT ONE COLOR BACK				TWO COLORS FRONT ONE COLOR BACK		
UNIT ORDERS	PRICE PER M	EST. NO. OF ORDERS	TOTAL	PRICE PER M	EST. NO. OF ORDERS	TOTAL
10,000	\$	(1*)	\$	\$	(1*)	\$
25,000	\$	(1*)	\$	\$	(1*)	\$
50,000	\$	(1*)	\$	\$	(1*)	\$
100,000	\$	(1*)	\$	\$	(1*)	\$
250,000	\$	(1*)	\$	\$	(1*)	\$
500,000	\$	(1*)	\$	\$	(1*)	\$
Subtotal			\$_____	\$_____		

TOTAL GROUP II

\$ _____

2 PART SET

ONE COLOR ONE SIDE				TWO COLORS ONE SIDE		
<u>UNIT ORDERS</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>
10,000	\$	(2)	\$	\$	(1*)	\$
25,000	\$	(2)	\$	\$	(1*)	\$
50,000	\$	(1*)	\$	\$	(1*)	\$
100,000	\$	(1*)	\$	\$	(1*)	\$
250,000	\$	(1*)	\$	\$	(1*)	\$
500,000	\$	(2)	\$	\$	(1*)	\$
Subtotal			\$ _____	\$ _____		

3 PART SET

ONE COLOR ONE SIDE				TWO COLORS ONE SIDE		
<u>UNIT ORDERS</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>
10,000	\$	(30)	\$	\$	(1*)	\$
25,000	\$	(28)	\$	\$	(1*)	\$
50,000	\$	(26)	\$	\$	(1*)	\$
100,000	\$	(20)	\$	\$	(1*)	\$
250,000	\$	(6)	\$	\$	(1*)	\$
500,000	\$	(2)	\$	\$	(1*)	\$
Subtotal			\$ _____	\$ _____		

4 PART SET

ONE COLOR ONE SIDE				TWO COLORS ONE SIDE		
<u>UNIT ORDERS</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>
10,000	\$	(1*)	\$	\$	(1*)	\$
25,000	\$	(1*)	\$	\$	(1*)	\$
50,000	\$	(1*)	\$	\$	(1*)	\$
100,000	\$	(1*)	\$	\$	(1*)	\$
250,000	\$	(1*)	\$	\$	(1*)	\$
500,000	\$	(1*)	\$	\$	(1*)	\$
Subtotal			\$ _____	\$ _____		

5 PART SET

ONE COLOR ONE SIDE				TWO COLORS ONE SIDE		
<u>UNIT ORDERS</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>
10,000	\$	(2)	\$	\$	(1*)	\$
25,000	\$	(1*)	\$	\$	(1*)	\$
50,000	\$	(2)	\$	\$	(1*)	\$
100,000	\$	(1*)	\$	\$	(1*)	\$
250,000	\$	(1*)	\$	\$	(1*)	\$
500,000	\$	(1*)	\$	\$	(1*)	\$
Subtotal			\$ _____	\$ _____		

2 PART SET

ONE COLOR FRONT ONE COLOR BACK				TWO COLORS FRONT ONE COLOR BACK		
<u>UNIT ORDERS</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>
10,000	\$	(2)	\$	\$	(1*)	\$
25,000	\$	(2)	\$	\$	(1*)	\$
50,000	\$	(1*)	\$	\$	(1*)	\$
100,000	\$	(1*)	\$	\$	(1*)	\$
250,000	\$	(1*)	\$	\$	(1*)	\$
500,000	\$	(2)	\$	\$	(1*)	\$
Subtotal			\$ _____	\$ _____		

3 PART SET

ONE COLOR FRONT ONE COLOR BACK				TWO COLORS FRONT ONE COLOR BACK		
<u>UNIT ORDERS</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>
10,000	\$	(15)	\$	\$	(1*)	\$
25,000	\$	(14)	\$	\$	(1*)	\$
50,000	\$	(14)	\$	\$	(1*)	\$
100,000	\$	(11)	\$	\$	(1*)	\$
250,000	\$	(8)	\$	\$	(1*)	\$
500,000	\$	(5)	\$	\$	(1*)	\$
Subtotal			\$ _____	\$ _____		

4 PART SET

ONE COLOR FRONT ONE COLOR BACK				TWO COLORS FRONT ONE COLOR BACK		
<u>UNIT ORDERS</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>
10,000	\$	(1*)	\$	\$	(1*)	\$
25,000	\$	(1*)	\$	\$	(1*)	\$
50,000	\$	(1*)	\$	\$	(1*)	\$
100,000	\$	(1*)	\$	\$	(1*)	\$
250,000	\$	(1*)	\$	\$	(1*)	\$
500,000	\$	(1*)	\$	\$	(1*)	\$
Subtotal			\$ _____	\$ _____		

5 PART SET

ONE COLOR FRONT ONE COLOR BACK				TWO COLORS FRONT ONE COLOR BACK		
<u>UNIT ORDERS</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>	<u>PRICE PER M</u>	<u>EST. NO. OF ORDERS</u>	<u>TOTAL</u>
10,000	\$	(2)	\$	\$	(1*)	\$
25,000	\$	(1*)	\$	\$	(1*)	\$
50,000	\$	(2)	\$	\$	(1*)	\$
100,000	\$	(1*)	\$	\$	(1*)	\$
250,000	\$	(1*)	\$	\$	(1*)	\$
500,000	\$	(1*)	\$	\$	(1*)	\$
Subtotal			\$ _____	\$ _____		

TOTAL GROUP III \$ _____

<u>ITEM</u>	<u>Estimated Quantities</u>	<u>Price Per</u>	<u>TOTAL</u>
OTDA Carbonless Snapout Forms			
Crash Numbering	850,500 Sets	\$_____M Sets	\$_____
Plate Charge	60 Plates	\$_____Each	\$_____
		Subtotal:	\$_____
		TOTAL BID GROUP I:	\$_____
		TOTAL BID GROUP II:	\$_____
		TOTAL BID GROUP III:	\$_____
		GRAND TOTAL BID	\$ _____
GRAND TOTAL BID:		\$	_____

SIGNATURE OF AN OFFICIAL AUTHORIZED TO BIND THE BIDDER

DATE

PRINT OR TYPE NAME

COMPANY

BID FORM

LOT FOUR: Dry Snap Booklets

Company Name: _____

Address: _____

Contact: _____ Phone Number: _____
E-mail Address: _____

INSTRUCTIONS:

Bidders must complete and submit all 6 pages of THIS Appendix D, Bid Form for Lot Four: Dry Snap Booklets along with the required documents as specified in Section 1 of this IFB. Please use black ink when preparing your bid. Bids submitted with corrections, such as crossed out numbers, corrections made with correction tape or white-out will not be accepted, and may be disqualified.

Page 2 - Enter bid price for each quantity provided on the Price Quotes (page 2) of this Bid Form. Bids submitted with incomplete pricing will not be considered. The Base Price is per thousand (M) for a 3 page Dry-Snap booklet, and the Additional Ply Price is for each additional ply (which yields 2 pages) added to the 3 ply Base Price for booklets containing 4 plies or more. In the event of a program need for a booklet with only 2 plies, the Additional Ply Price will be subtracted from the 3 ply Base Price.

Pages 3 and 4 - Enter bid price for each quantity provided on pages 3 and 4. Pricing on pages 3 and 4 must reflect the quotes provided on page 2. The quantities listed on pages 3 and 4 of this form are for evaluation purposes only, and will not necessarily be used over the term of the contract. The price for each additional ply per thousand will be added to the base price for a 3 ply booklet when calculating the price per thousand for Booklets containing 4 plies or more.

➤ See example on Page 3 of this form: Assuming a bid of \$30 was entered on page 3 of the Bid Form for the base price at the order quantity level of 100,000, and a bid price of \$7 was entered for the Additional Ply price at this quantity level, the following calculation should be used to determine the total price for 2 orders of 100,000 17 ply Dry-Snap booklets, all white plies with no additional options:

- 1: Determine the Additional Ply Price (Column E) by subtracting the 3 ply base from the number of plies requested (17-3=14), then multiplying this number (additional plies) by the Additional Ply price bid of \$7 (14x\$7=\$98M).
- 2: The Per Thousand Price (Column F) is determined by adding the Base Price (Column D) to the Additional Ply Price (Column E) (\$30+\$98=\$128M).
- 3: The Total is finally calculated by multiplying the Number of Orders (Column B) by the Order Quantity “per thousand” (Column C) times the Per Thousand Price (Column F): [2x(100x\$128M)=\$25,600].

Page 5 - Enter a bid price for each item provided on page 6. The quantities listed on page 6 of this form are for evaluation purposes only, and will not necessarily be used over the term of the contract.

Page 6 - The Grand Total Bid will be determined by adding the sub-totals required in this Appendix D Bid Form.

Price Quotes:

	Estimated Contractual Quantity	Order Quantity	BASE PRICE 3 PLY Booklet Price per thousand (M)	ADDITIONAL PLY PRICE Each Additional Ply Price per thousand (M)
Item 1: Upright 8 ½" x 11" Booklet	11,000,000	5,000	\$ _____/M	\$ _____/M
		10,000	\$ _____/M	\$ _____/M
		25,000	\$ _____/M	\$ _____/M
		50,000	\$ _____/M	\$ _____/M
		75,000	\$ _____/M	\$ _____/M
		100,000	\$ _____/M	\$ _____/M
		150,000	\$ _____/M	\$ _____/M
		200,000	\$ _____/M	\$ _____/M
		250,000	\$ _____/M	\$ _____/M
		300,000	\$ _____/M	\$ _____/M
		400,000	\$ _____/M	\$ _____/M
		500,000	\$ _____/M	\$ _____/M
		750,000	\$ _____/M	\$ _____/M
		1,000,000	\$ _____/M	\$ _____/M
Item 2: Oblong 11" x 8 ½" Booklet	20,000,000	5,000	\$ _____/M	\$ _____/M
		10,000	\$ _____/M	\$ _____/M
		25,000	\$ _____/M	\$ _____/M
		50,000	\$ _____/M	\$ _____/M
		75,000	\$ _____/M	\$ _____/M
		100,000	\$ _____/M	\$ _____/M
		150,000	\$ _____/M	\$ _____/M
		200,000	\$ _____/M	\$ _____/M
		250,000	\$ _____/M	\$ _____/M
		300,000	\$ _____/M	\$ _____/M
		400,000	\$ _____/M	\$ _____/M
		500,000	\$ _____/M	\$ _____/M
		750,000	\$ _____/M	\$ _____/M
		1,000,000	\$ _____/M	\$ _____/M

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
				Pg. 2 base price	(A - 3) x Pg. 2 additional ply price	D+E	B x C x F

BASE PRICE

DRY-SNAP BOOKLETS	Number of Plies	Number of Orders	Order Quantity	3 Ply Booklet Price per thousand (M)	ADDITIONAL PLY PRICE Price per thousand (M)	Per Thousand Price (M)	Total
<i>Example:</i>	17	2	100,000	\$30/M	= (17-3) x \$7 = 14 x \$7	= \$30 + \$98	= 2 x (\$128 x 100M) = 2 x \$12,800
				\$30/M	\$98/M	\$128/M	\$25,600
Item 1: Upright Booklet	21	1	10,000	\$_____/M	\$_____/M	\$_____/M	\$_____
8 1/2" x 11"	3	1	30,000	\$_____/M	\$_____/M	\$_____/M	\$_____
	3	6	50,000	\$_____/M	\$_____/M	\$_____/M	\$_____
	14	1	60,000	\$_____/M	\$_____/M	\$_____/M	\$_____
	3	2	75,000	\$_____/M	\$_____/M	\$_____/M	\$_____
	3	1	100,000	\$_____/M	\$_____/M	\$_____/M	\$_____
	17	1	100,000	\$_____/M	\$_____/M	\$_____/M	\$_____
	3	1	150,000	\$_____/M	\$_____/M	\$_____/M	\$_____
	15	1	150,000	\$_____/M	\$_____/M	\$_____/M	\$_____
	18	1	150,000	\$_____/M	\$_____/M	\$_____/M	\$_____
	17	1	180,000	\$_____/M	\$_____/M	\$_____/M	\$_____
	3	1	200,000	\$_____/M	\$_____/M	\$_____/M	\$_____
	3	1	250,000	\$_____/M	\$_____/M	\$_____/M	\$_____
	15	1	260,000	\$_____/M	\$_____/M	\$_____/M	\$_____
	3	1	300,000	\$_____/M	\$_____/M	\$_____/M	\$_____
	14	1	300,000	\$_____/M	\$_____/M	\$_____/M	\$_____
	3	3	500,000	\$_____/M	\$_____/M	\$_____/M	\$_____
	24	1	750,000	\$_____/M	\$_____/M	\$_____/M	\$_____
	32	1	1,000,000	\$_____/M	\$_____/M	\$_____/M	\$_____
	5	1	1,000,000	\$_____/M	\$_____/M	\$_____/M	\$_____

SUB-TOTAL FOR UPRIGHT BOOKLETS: _____

DRY-SNAP BOOKLETS	Number of Plies	Number of Orders	Order Quantity	BASE PRICE		Per Thousand Price (M)	Total
				3 Ply Booklet Price per thousand (M)	ADDITIONAL PLY PRICE Price per thousand (M)		
Item 2: Oblong Booklet	5	1	10,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
11" x 8 1/2"	5	1	25,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	6	1	25,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	9	1	25,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	7	1	30,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	7	1	35,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	5	1	50,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	6	1	50,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	5	1	75,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	5	1	100,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	6	1	100,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	9	1	100,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	24	1	100,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	5	1	150,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	9	1	150,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	5	1	200,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	9	1	200,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	5	1	250,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	9	1	250,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	5	2	300,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	6	2	300,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	9	1	300,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	32	3	300,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	5	1	500,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	6	1	500,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	9	3	500,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	5	1	600,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	9	1	600,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____
	10	1	1,000,000	\$ _____/M	\$ _____/M	\$ _____/M	\$ _____

SUB-TOTAL FOR OBLONG BOOKLETS: _____

ADDITIONAL PRICING

	Estimated Quantity	Unit Price	Sub-Total
<u>Colored Stock</u>	25,000,000 plies	\$_____/M	\$_____

Quote a price additional per M for each colored or tinted ply within a booklet.

For Example: If the price for 300,000 4 ply booklets is \$50.00 per M, and the price additional per M per ply for each colored ply is \$.10 per M, pricing for a 4 ply form consisting of two white plies and 2 colored plies would be as follows:

White Stock:

$300,000 \times @ \$50.00/M = \$15,000.00$

Colored or Tinted Ply:

$300,000 \times 2 \text{ plies} = 600,000 \times \$0.10/M = \$60.00$

Total cost for 4 ply form consisting of 2 white plies and 2 colored plies is \$15,060.00

Second Color:

Quote a price additional per M for each ply requiring a second ink color on one side	1,000,000 plies	\$_____/M	\$_____
--------------------------------------------------------------------------------------	-----------------	-----------	---------

Quote a price additional per M for each ply requiring a second ink color on two sides.	2,400,000 plies	\$_____/M	\$_____
----------------------------------------------------------------------------------------	-----------------	-----------	---------

Perforations:

Quote a price per M plies for up to two perforations on any ply.	15,000,000 plies	\$_____/M	\$_____
------------------------------------------------------------------	------------------	-----------	---------

Folding:

Quote a price per M booklets for folding in half.	1,000,000 plies	\$_____/M	\$_____
---------------------------------------------------	-----------------	-----------	---------

Subtotal	\$_____
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Sub-Total

Sub-Total for UPRIGHT BOOKLETS:
(All plies white stock)

\$ _____

Sub-Total for OBLONG BOOKLETS:
(All plies white stock)

\$ _____

Sub-Total for Colored Stock:

\$ _____

Sub-Total for Second Ink Color One Side:

\$ _____

Sub-Total for Second Ink Color Two Sides:

\$ _____

Sub-Total for Perforations:

\$ _____

Sub-Total for Folding:

\$ _____

GRAND TOTAL BID: \$ _____

SIGNATURE OF AN OFFICIAL AUTHORIZED TO BIND THE BIDDER

DATE

PRINT OR TYPE NAME

COMPANY

BID FORM

LOT FIVE: Envelopes

App. D Bid Form: LOT FIVE: Envelopes Page 1 of 1

Company Name: _____
Address: _____
Contact: _____ Phone Number: _____
E-mail Address: _____

*NOTE: Please use black ink when preparing your bid. Bids submitted with corrections, such as crossed out numbers, corrections made with correction tape or white-out will not be accepted, and may be disqualified.

	<u>Estimated Annual Quantity</u>	<u>Price Per Thousand</u>
Item 1: OTDA-3362	1,200,000	_____
Item 2: OTDA-4310-9	700,000	_____
Item 3: OTDA-4310-10	700,000	_____
Item 4: OTDA-4587A	5,000,000	_____
Item 5: OTDA-4593W	200,000	_____
Item 6: OTDA-4464	500,000	_____
Item 7: OTDA-4464.1	20,000,000	_____
Item 8: OTDA-4464.3	2,400,000	_____
Item 9: DDD Special	2,140,000	_____
Item 10: Kraft Window Envelope (9 x 12)	540,000	_____
	Grand Total Bid	<div style="border: 1px solid black; width: 150px; height: 20px; margin: 0 auto;"></div>

SIGNATURE OF AN OFFICIAL AUTHORIZED TO BIND THE BIDDER

DATE

PRINT OR TYPE NAME

BID FORM

LOT SIX: Outreach Publications

PLEASE NOTE: A New York State Preferred Source contractor has offered to provide Lot 6: Outreach Publications. However, bids submitted in response to this IFB for Lot 6 will be considered for award if arrangements with the Preferred Source contractor are not in place at the time of the IFB awards.

Company Name: _____

Address: _____

Contact: _____ Phone Number: _____
E-mail Address: _____

INSTRUCTIONS:

Bidders must complete and submit all 4 pages of THIS Appendix D, Bid Form as instructed in Section 1 of this IFB.

Please use black ink when preparing your bid. Bids submitted with corrections, such as crossed out numbers, corrections made with correction tape or white-out will not be accepted, and may be disqualified.

Enter bid price for each quantity provided on pages 2 and 3 of this Bid Form. Bids submitted with incomplete pricing will not be considered.

Enter bid price for each quantity provided on page 4. Pricing on page 4 must reflect the quotes provided on pages 2 and 3 of this Bid Form. The quantities used on this form are for evaluation purposes only, and will not necessarily be used over the term of the contract.

Price List:

	Estimated Annual Quantity	Order Quantity	Price per thousand (M) (*unless otherwise indicated)
Item 1: Tri-Fold Brochures	1,500,000	1,000 – 34,999	\$ _____/M
		5,000 – 99,999	\$ _____/M
		100,000 – 499,000	\$ _____/M
		500,000 – 999,999	\$ _____/M
		1,000,000 – 1,500,000	\$ _____/M
Item 2: 4 Panel Brochures	2,500,000	1,000 – 34,999	\$ _____/M
		5,000 – 99,999	\$ _____/M
		100,000 – 499,000	\$ _____/M
		500,000 – 999,999	\$ _____/M
		1,000,000 – 1,500,000	\$ _____/M
Items 3a: Palm Cards 3 5/8 x 8 1/2"	1,000,000	1,000 – 4,999	\$ _____/M
		5,000 – 24,999	\$ _____/M
		25,000 – 99,999	\$ _____/M
		100,000 – 500,000	\$ _____/M
Items 3b: Palm Cards 3 x 5"	1,000,000	1,000 – 4,999	\$ _____/M
		5,000 – 24,999	\$ _____/M
		25,000 – 99,999	\$ _____/M
		100,000 – 500,000	\$ _____/M
Items 3c: Palm Cards 4 x 6"	1,000,000	1,000 – 4,999	\$ _____/M
		5,000 – 24,999	\$ _____/M
		25,000 – 99,999	\$ _____/M
		100,000 – 500,000	\$ _____/M
Items 4a: Posters 11 x 17"	100,000	100 – 999	\$ _____/Hundred
		1,000 – 4,999	\$ _____/M
		5,000 – 9,999	\$ _____/M
		10,000 – 50,000	\$ _____/M
Items 4b: Posters 16 x 24"	100,000	100 – 999	\$ _____/Hundred
		1,000 – 4,999	\$ _____/M
		5,000 – 9,999	\$ _____/M
		10,000 – 50,000	\$ _____/M

Price List (continued):

	Estimated Annual Quantity	Order Quantity	Price per thousand (M) (*unless otherwise indicated)
Item 5a: One-sheet Program 7 ½ x 8 ½ flat size folded to 3 ¼ x 8 ½"	1,000,000	1,000 – 4,999	\$ _____/M
		5,000 – 24,999	\$ _____/M
		25,000 – 99,999	\$ _____/M
		100,000 – 500,000	\$ _____/M
Item 5b: One-sheet Program 8 ½ x 11 flat size folded to 5 ½ x 8 ½"	1,000,000	1,000 – 4,999	\$ _____/M
		5,000 – 24,999	\$ _____/M
		25,000 – 99,999	\$ _____/M
		100,000 – 500,000	\$ _____/M
Item 5c: One-sheet Program 11 x 17 flat size folded to 8 ½ x 11"	1,000,000	1,000 – 4,999	\$ _____/M
		5,000 – 24,999	\$ _____/M
		25,000 – 99,999	\$ _____/M
		100,000 – 500,000	\$ _____/M
Item 6a: Saddle Stitched Booklet 5 3/8 x 8 3/8"	1,000,000	1,000 – 4,999	\$ _____/M
		5,000 – 24,999	\$ _____/M
		25,000 – 99,999	\$ _____/M
		100,000 – 500,000	\$ _____/M
Item 6b: Saddle Stitched Booklet 8 ½ x 11"	1,000,000	1,000 – 4,999	\$ _____/M
		5,000 – 24,999	\$ _____/M
		25,000 – 99,999	\$ _____/M
		100,000 – 500,000	\$ _____/M
Item 6c: Saddle Stitched Booklet 6 x 9"	1,000,000	1,000 – 4,999	\$ _____/M
		5,000 – 24,999	\$ _____/M
		25,000 – 99,999	\$ _____/M
		100,000 – 500,000	\$ _____/M
Items6d: Saddle Stitched Booklet 3 ¼ x 8 ½"	1,000,000	1,000 – 4,999	\$ _____/M
		5,000 – 24,999	\$ _____/M
		25,000 – 99,999	\$ _____/M
		100,000 – 500,000	\$ _____/M
Item 7: Brochure with Flap	100,000	100 - 999	\$ _____/Hundred
		1,000 – 4,999	\$ _____/M
		5,000 – 9,999	\$ _____/M
		10,000 – 50,000	\$ _____/M

BID SHEET: Lot Six

	Number of Orders	Order Quantity	Price per thousand (M) (*unless otherwise indicated)	Total
Item 1: Tri-Fold Brochures	10	30,000	\$____/M	\$_____
	3	250,000	\$____/M	\$_____
	1	450,000	\$____/M	\$_____
Item 2: 4 Panel Brochures	21	35,000	\$____/M	\$_____
	3	255,000	\$____/M	\$_____
	1	1,000,000	\$____/M	\$_____
Items 3a: Palm Cards 3 5/8 x 8 1/2"	25	1000	\$____/M	\$_____
	5	20,000	\$____/M	\$_____
	9	75,000	\$____/M	\$_____
	2	100,000	\$____/M	\$_____
Items 3b: Palm Cards 3 x 5"	5	10,000	\$____/M	\$_____
	9	50,000	\$____/M	\$_____
	1	500,000	\$____/M	\$_____
Items 3c: Palm Cards 4 x 6"	3	50,000	\$____/M	\$_____
	6	75,000	\$____/M	\$_____
	1	400,000	\$____/M	\$_____
Items 4a: Posters 11 x 17"	20	100	\$____/Hundred*	\$_____
	50	1000	\$____/M	\$_____
	4	12,000	\$____/M	\$_____
Items 4b: Posters 16 x 24"	10	125	\$____/Hundred*	\$_____
	25	750	\$____/Hundred*	\$_____
	8	3500	\$____/M	\$_____
	2	26,000	\$____/M	\$_____
Item 5a: One-sheet Program 7 1/2 x 8 1/2 flat size folded to 3 1/4 x 8 1/2"	10	5000	\$____/M	\$_____
	4	50,000	\$____/M	\$_____
	3	250,000	\$____/M	\$_____
Item 5b: One-sheet Program 8 1/2 x 11 flat size folded to 5 1/2 x 8 1/2"	2	250,000	\$____/M	\$_____
	1	500,000	\$____/M	\$_____
Item 5c: One-sheet Program 11 x 17 flat size folded to 8 1/2 x 11"	2	500,000	\$____/M	\$_____
Item 6a: Saddle Stitched Booklet 5 3/8 x 8 3/8"	6	150,000	\$____/M	\$_____
	2	50,000	\$____/M	\$_____
Item 6b: Saddle Stitched Booklet 8 1/2 x 11"	4	1000	\$____/M	\$_____
	4	25,000	\$____/M	\$_____
	1	36,000	\$____/M	\$_____
	2	430,000	\$____/M	\$_____
Item 6c: Saddle Stitched Booklet 6 x 9"	1	50,000	\$____/M	\$_____
	3	150,000	\$____/M	\$_____
	1	500,000	\$____/M	\$_____
Items 6d: Saddle Stitched Booklet 3 1/4 x 8 1/2"	1	250,000	\$____/M	\$_____
	1	750,000	\$____/M	\$_____
Item 7: Brochure with Flap	1	250	\$____/Hundred*	\$_____
	33	750	\$____/Hundred*	\$_____
	1	75,000	\$____/M	\$_____
GRAND TOTAL				\$_____

SIGNATURE OF AN OFFICIAL AUTHORIZED TO BIND THE BIDDER

DATE

PRINT OR TYPE NAME

COMPANY

APPENDIX Z

**Minority and Women-Owned Business Enterprise (MWBE) and
Equal Employment Opportunity (EEO) Participation Requirements
For All NYS Office of Temporary and Disability Assistance
Contracts and Grants**

Authority: Article 15-A of the Executive Law, 5 NYCRR parts 140-144, Appendix A: Standard Clauses for All New York State Contracts and requirements of any federal law concerning opportunities for minority and women-owned business enterprises which effectuate the purposes of Article 15-A

I. General Provisions

- A.** New York State Executive Law § 310–318, (Article 15-A: Participation by Minority Group Members and Women with Respect To State Contracts -- hereinafter “the Statute”), was enacted to promote equality of employment and economic opportunities for minority group members and women in State contracting activities. In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises 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 minority and women-owned business enterprises in state procurement contracting versus the number of minority and women-owned business enterprises 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 statewide certified minority and women-owned business enterprise program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that the New York State Office of Temporary and Disability Assistance (OTDA) establish goals for maximum feasible participation of New York State Certified minority and women – owned business enterprises (“MWBE”) and the employment of minority group members and women in the performance of New York State contracts. OTDA fully supports the efforts of the State of New York to promote Equal Employment Opportunity (EEO) for all persons, and to promote equality of economic opportunity for minority group members and women who own business enterprises.
- B.** OTDA has developed compliance requirements, forms and procedures to ensure that (i) all contractors as defined under § 310 (3) (to include those who submit bids/proposals in an effort to be selected for contract award as well as those successful bidders/proposers with whom OTDA enters into State Contracts, as defined in § 310 (13) [hereinafter “Contractors”], as well as proposed or actual “Subcontractors”, as defined in § 310 (14) shall comply with requirements to ensure Equal Employment Opportunities for Minority Group Members and Women, and, (ii) there are meaningful participation opportunities for certified minority or women-owned business enterprises (M/WBEs) in the OTDA procurement process. Contractors participating in and/or selected for procurement opportunities with OTDA shall fulfill their obligations to comply with applicable Federal, State and Local requirements concerning Equal Employment Opportunity and opportunities for Minority and Women Business Enterprises, including but not limited to the Statute and its implementing regulations as promulgated by the New York State Division of Minority and Women's Business Development (DMWBD) and set forth at 5 NYCRR Parts 140-144). Please refer to Appendix Z, attached and incorporated by reference herein, for the specific EEO/MWBE requirements and associated forms required by this procurement. These forms are to be submitted without change to goals specified in the RFP or contract, unless otherwise authorized by OTDA. Copies of the required OTDA Forms are available in Appendix Z and available on OTDA’s Internet site at <http://otda.ny.gov/contracts/mwbe/forms.asp>.

- C. It is important to note that in addition to direct sub-contracting on State contracts, contractors can also utilize a number of other vendors in support of their overall operations. Using NYS Certified MWBEs (link to Directory of NYS Certified MWBEs, <http://www.nylovesmwbe.ny.gov>) as providers of these second tier services can be counted in satisfaction of the goals. The following are examples of indirect services that you may want to consider for compliance with MWBE subcontracting participation requirements: Accounting Services, Advertising, Building Maintenance, Car Rental, Cleaning Supplies, Copying, Electrical Services, Furniture, Heating and Cooling, Janitorial Services, Office Supplies, Pest Control, Printing Services, Publishing, Rubbish Removal, Security, Shredding Services, Tax Preparation, Technical Writing, Training, Travel Services, etc.
- D. OTDA 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 State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction. Where deemed appropriate, OTDA will implement the provisions of New York State Executive Law Article 15-A and the MWBE Regulations for all other OTDA contracts. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws. Contractors participating in and/or selected for procurement opportunities with OTDA shall fulfill their obligations to comply with applicable Federal, State and Local requirements concerning Equal Employment Opportunity and opportunities for MWBEs, including but not limited to the Statute and its implementing regulations as promulgated by New York State’s Empire State Development (ESD) Division of Minority and Women’s Business Development (DMWBD) and set forth at 5 NYCRR Parts 140-144).
- E. Copies of the required OTDA Forms are identified in Appendix Z of this IFB and available on OTDA’s Internet site at <http://www.otda.ny.gov>. The Contractor agrees to complete and submit these forms without change in response to goals specified in the RFP or contract. An electronic link to the current list of certified minority- and women-owned business enterprises also is available on OTDA’s Internet site.
- F. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings allowed by the Contract.
- G. Further information regarding Article 15-A of the New York State Executive Law and the New York State Minority and Women’s Business Enterprise Program is available on the DMWBD Internet site at <http://www.esd.ny.gov/MWBE.html>.

II. Contract Goals

- A. For purposes of this procurement, the OTDA hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). Additionally, an overall goal of 10-20% is established for Equal Employment Opportunity (“EEO”) participation.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C.** Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the OTDA for liquidated or other appropriate damages, as set forth herein.
- D.** As a condition of the Contract, the Contractor and OTDA agree to be bound by the provisions of §316 of Article 15-A of the New York State Executive Law regarding enforcement.
- E.** OTDA reserves the right to establish separate and different goals on any State Contract, as identified in the specified procurement. For guidance on what factors OTDA will consider in determining what goals are appropriate in relation to a specific State Contract, refer to 5 NYCRR § 142.2(a)(1) - (6).

III. EEO Requirements

- A.** Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the DMWBD. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B.** Contractor shall comply with the following provisions of Article 15-A:
 - 1.** Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - 2.** The Contractor shall submit an EEO policy statement to the OTDA within seventy two (72) hours after the date of the notice by OTDA to award the Contract to the Contractor.
 - 3.** If Contractor or Subcontractor does not have an existing EEO policy statement, the OTDA may provide the Contractor or Subcontractor a model statement (see OTDA 4970 – Minority/Women Business Enterprise (MWBE)/Equal Employment Opportunity (EEO) Policy Statement).
 - 4.** The Contractor’s EEO policy statement shall include the following language:
 - a.** The Contractor 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 EEO programs to ensure that minority group members and women 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.
 - b.** The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.

- c. 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.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 which provides for relevant provisions of the Human Rights Law, 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 Contract.

C. OTDA Form 4934.1 Equal Employment Opportunity (EEO) Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. OTDA Form 4971 Equal Employment Opportunity (EEO) Workforce Employment Utilization/Compliance Report (“Workforce Report”)

1. Once a contract has been awarded and during the term of the Contract, Contractor is responsible for updating and providing notice to the OTDA of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
4. In the case where the Contractor's and/or subcontractor's work force does not change within the quarterly period, the Contractor shall so notify OTDA in writing.
5. All forms and reports will be submitted to the OTDA program manager for this contract and forwarded to NYS OTDA, MWBE Program Management Unit, Harlem Center, 317 Lenox Avenue, NYC, NY 10027; (212) 961-8214; e-mail to: otda.sm.co.quarterly.compliance.eeo.staffing.reports@otda.ny.gov.

E. Contractor shall comply with the provisions of the Human Rights Law, and 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.

IV. MWBE Requirements

- A. The Contractor acknowledges that it is the policy of the State of New York and of OTDA that MWBEs shall be given the opportunity for meaningful participation in the performance of State Contracts. Therefore, Contractors agree to make good faith efforts to solicit active participation to meet established goals under this procurement by MWBEs identified in the ESD directory of certified businesses¹, which can be viewed at: http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp.
1. For the purposes of this Appendix Z, the question of whether a Contractor has engaged in and documented “Good Faith Efforts” to solicit active participation to meet established goals under this procurement by MWBEs in the performance of State Contracts shall be determined by the OTDA Commissioner or his/her designee, after a thorough consideration of the factors listed in 5 NYCRR § 142.8.
 2. The separate MBE and WBE participation goals established by OTDA for this procurement are based on the overall availability of MWBEs that have been certified to perform the specific scope of work identified under this procurement. For compliance purposes, these goals should not be construed as rigid and inflexible quotas which must be met, but must be targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire Minority and Women-owned Business Program work.
- B. The Contractor represents and warrants that Contractor has submitted the following OTDA forms either prior to, or at the time of, the execution of the contract:
1. MWBE Utilization Plan (OTDA Form 4937)
 - a. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section II-A of this Appendix.
 - b. If a Contractor seeks modification to its previously approved MWBE Subcontractor Utilization Plan, the Contractor shall first notify OTDA in writing of such change and obtain approval from OTDA.
 - c. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the OTDA shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.
 2. Certification of Good Faith Efforts (OTDA Form 4976) to achieve the overall prescribed MWBE participation percentage (20%) goals set forth in the procurement.

¹ All MWBE firms are required to be certified by Empire State Development (ESD) or must be in the process of obtaining certification from ESD. Should the Contractor identify a minority-owned or woman-owned firm that is not currently certified as an MWBE, the Contractor should request that the firm submit a certification application to ESD for an eligibility determination, with a copy to the OTDA MWBE Program Management Unit. OTDA’s MWBE Program Management Unit will work with ESD to expedite the application; however, it is the responsibility of the Contractor to ensure that a sufficient number of certified MWBE firms have been identified in response to this procurement, in order to facilitate full MWBE participation.

3. A MWBE Subcontractor's and/or Suppliers' Letter of Intent to Participate (OTDA Form 4938), which should document the names and signatures of certified MBEs and/or WBEs which have agreed to participate as subcontractors on the Contract.

V. Waivers

- A. For Waiver Requests Contractor should use OTDA Form 4969 Minority/Women Business Enterprise (MWBE) Subcontractor Request for Waiver Form.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a request for waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the OTDA shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the OTDA, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports, determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the OTDA may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Reports

- A. Contractor is required to submit the Minority/Women Business Enterprise (MWBE) Subcontractor Quarterly Compliance Report (OTDA Form 4968) to the OTDA by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.
- B. All reports will be submitted to the OTDA program manager for this contract and forwarded to NYS OTDA, MWBE Program Management Unit, Harlem Center, 317 Lenox Avenue, NYC, NY 10027; (212) 961-8214; e-mail to: otda.sm.co.quarterly.compliance.eeo.staffing.reports@otda.ny.gov
- C. Failure to timely submit a Contractor's MWBE Subcontractor Quarterly Compliance Report and/or other reports or information as requested by OTDA may result in payments under the contract being delayed until such reports or other information have been received by OTDA.² OTDA may also deem other noncompliance with requirements under the Statute as a breach of contract and commence any other means of enforcement permitted under the contract and/or by law.

VII. Liquidated Damages – MWBE Participation

- A. Where OTDA determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the OTDA liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between: (a) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE

² Contractors may be requested to provide additional Compliance Reports and information (i) to verify payments made to MWBEs, (ii) to verify MWBE utilization and/or, (iii) as needed to evaluate any other aspect of Contractor compliance with the requirements set forth herein.

goals; and (b) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

- C. Determinations of compliance or non-compliance with the Contract's MWBE participation requirements shall be based upon the Contractor's Utilization Plan, MWBE Sub-Contractor Quarterly Reports, and any relevant documentation related thereto. The determination of what constitutes the willful and intentional failure to comply with the MWBE participation requirements will be based upon the evaluation of the same criteria considered in evaluating an MWBE subcontractor waiver request.
- D. Upon a determination that a willful and intentional failure to comply with the MWBE participation requirements has occurred, the OTDA shall withhold the amount established in paragraph B from any future payments otherwise required by this Contract. All funds being withheld pursuant to this provision shall be offset as liquidated damages upon the expiration or termination of the contract, unless the Contractor comes into compliance with the MWBE requirements at any time during the term of the Contract but prior to the submission of a request for final payment on the contract. All payments withheld pursuant to this provision shall be released upon OTDA's determination that the Contractor has come into compliance.
- E. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the OTDA, Contractor shall pay such liquidated damages to the OTDA within sixty (60) days after they are assessed by the OTDA unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the OTDA.

VIII. Sanctions

OTDA reserves the right to impose sanctions following a determination of non-compliance by a Contractor. Sanctions may be imposed upon the Contractor whenever EEO and/or MWBE program requirements have not been met in a timely and effective manner. Any/all of the following sanctions may be imposed:

- Disallowance of costs associated with such noncompliance;
- Initiation of procedures to suspend or terminate the grant or contract;
- Withholding of progress payments until such time as corrective actions have been undertaken by the Contractor to the satisfaction of OTDA;
- Deleting Contractor's name from bid lists for a specified period of time to be determined in the sole discretion of OTDA;
- Report Contractor as non-responsible to NYS OSC Vendor Responsibility System; and
- Other sanctions of which a Contractor has notice in writing prior to or during the performance of a contract.

**EQUAL EMPLOYMENT OPPORTUNITY
WORK FORCE EMPLOYMENT UTILIZATION/COMPLIANCE REPORT**

Contract No.:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Reporting Period: <input type="checkbox"/> January 1, 20__ - March 31, 20__ <input type="checkbox"/> April 1, 20__ - June 30, 20__ <input type="checkbox"/> July 1, 20__ - September 30, 20__ <input type="checkbox"/> October 1, 20__ - December 31, 20__
Offeror's Name:		Report includes: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Offeror's Address:		

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

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

PREPARED BY (Signature):	TELEPHONE NO.: EMAIL ADDRESS:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):	Submit completed form to M/WBE Program Unit: NYS OTDA ATTN: Ms. Wilma BrownPhillips, M/WBE Director M/WBE Program Management Unit Harlem Center 317 Lenox Avenue New York, NY 10027	

General Instructions: The work force utilization/compliance report (**EEO Workforce Utilization report04-10**) is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's or subcontractor's total work force, the contractor or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's or subcontractor's total work force, information on the contractor's total work force shall be included in the Utilization Report. Utilization reports are to be completed each quarter and submitted to OTDA within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a written statement of no change or submit a copy of the previously submitted report with the date and reporting period updated.

Instructions for completing:

1. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
3. Check off the box that corresponds to the reporting period for this report.
4. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
5. Enter the total work force by EEO job category.
6. Break down the total work force by gender and enter under the heading 'Work force by Gender'
7. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'.
8. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
9. 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**

M/WBE SUBCONTRACTOR 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) subcontractor 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.	1 NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	2 NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
PREPARED and APPROVED BY: NAME AND TITLE OF PREPARER (Print or Type):			FOR AGENCY USE ONLY	
			REVIEWED BY:	DATE:

Signature: _____
Authorized Signature

DATE:

TELEPHONE NO:

EMAIL ADDRESS:

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.

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: _____

**MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (M/WBE)
 MWBE SUBCONTRACTORS AND /or
 SUPPLIERS LETTER OF INTENT TO
 PARTICIPATE**

To: _____ Federal ID Number: _____
 (Name of Contractor)

Proposal / Contract number: _____

Contract Scope of Work: _____

The undersigned intends to perform services or provide material, supplies or equipment as follows:

At the following price: \$ _____

Name of MWBE: _____

Address: _____

Federal ID Number: _____

Telephone Number: _____

Designation:

MBE - Subcontractor

WBE – Subcontractor

MBE – Supplier

WBE - Supplier

Joint venture with:

Name: _____

Address _____

Fed ID Number: _____

MBE

WBE

Are you a New York State Certified M/WBE?

Yes

No

The contractor proposes, and the undersigned agrees to, the following beginning and completion dates for such work.

Date Proposal/ Contract to be started: _____

Date Proposal/ Contract to be completed: _____

Date Supplies ordered: _____

Delivery date: _____

The above work will not be further subcontracted without the express written permission of the contractor and notification of the Office. The undersigned will enter into a formal agreement for the above work with the contractor ONLY upon the Contractor’s execution of a contract with the Office.

Date: _____

Signature of M/WBE Contractor: _____

Printed/Typed Name of M/WBE Contractor: _____

INSTRUCTIONS FOR M/WBE SUBCONTRACTORS AND SUPPLIERS’ LETTER

This form is to be submitted with bid attached to the Subcontractor’s Information Form in a sealed envelope for each certified Minority or Women-Owned Business enterprise the Bidder/Awardee/Contractor proposes to utilize as subcontractors, service providers or suppliers.

If the MBE or WBE proposed for portion of this proposal/contract is part of a joint or other temporarily-formed business entity of independent business entities, the name and address of the joint venture or temporarily-formed business should be indicated.

Contact: Wilma Brown Phillips, M/WBE Director

Wilma.BrownPhillips@otda.state.ny.us

CONTRACTOR QUARTERLY COMPLIANCE REPORT

INSTRUCTIONS: BEGINNING TEN DAYS FOLLOWING THE END OF THE FIRST CALENDAR QUARTER (March 31st, June 30th, September 30th, and December 31st) AFTER A CONTRACT IS AWARDED; QUARTERLY COMPLIANCE REPORTS WILL BE DUE FOR THE PRECEDING QUARTER'S ACTIVITY.

Expenditure Code: C – Commodities, SC – Services/Consultants, CC –Construction Consultants, CN – Construction, GM – Grants Material/Equipment, GC – Grants in Construction, GS – Grants In Services/Consultants

Contract Number: C _____ Contractor: _____	REPORTING PERIOD: From: ____/____/____ To: ____/____/____	MWBE Goal MBE ____ % WBE ____ % M/WBE ____ %
---------------------------------------------------	------------------------------------------------------------------------	--------------------------------------------------------------

A	B	C	D
Amount of Actual Expenditures in Reporting Period	Minority-Owned Business Enterprise (MBE) Subcontracting Expenditures in Reporting Period	Women-Owned Business Enterprise (WBE) Subcontracting Expenditures in Reporting Period	Dual Minority and Women-Owned Business Enterprise (MWBE) Subcontracting Expenditures in Reporting Period
\$ _____ <small>(If none, enter 0)</small>	\$ _____ <small>(If none, enter 0)</small>	\$ _____ <small>(If none, enter 0)</small>	\$ _____0 <small>(If none, enter 0)</small>

Payee ID	Payee Name, Address, City, Zip	Service Location	MBE or WBE or Dual MWBE	Expenditure Code	Product Code	Amount

NAME AND TITLE OF PREPARER (Print or Type):	TELEPHONE NO.:	EMAIL ADDRESS:
QUARTERLY REPORTS SHOULD BE SUBMITTED TO: Please submit completed form to the Contract Manager or if you are not sure who it is, please contact the Bureau of Contract Management (BCM) at (518) 486-6352.	FOR AGENCY USE ONLY	
	REVIEWED BY:	DATE:

CREDIT WILL NOT BE GIVEN WITHOUT COMPLETE INFORMATION

INSTRUCTIONS:

List all M/WBEs used during the quarter, providing all requested information in appropriate columns. In the event that an M/WBE is used more than one time during a quarter, list the M/WBE only once for each expenditure category. Use the **Expenditure Code** defined at the top of the form to indicate the category of expenditures for which the M/WBE was used.

TOTALS FOR REPORT PERIOD

- Column A** Total Amount of Actual Expenditures in Report Period: Enter the amount (\$) for each Expenditure Code made during report period under this contract.
- Column B** MBE Subcontracting Expenditures: Enter the amount for each Expenditure Code with registered Minority Owned Business Enterprises made during the report period under this contract.
- Column C** WBE Subcontracting Expenditures: Enter the amount of expenditures for each Expenditure Code with registered Women Owned Business Enterprises made during the report period under this contract.
- Column D** MWBE Dual Subcontracting Expenditures: Enter the amount of expenditures for each Expenditure Code with registered Minority and Women Owned Business Enterprises made during the report period under this contract.

Use the following codes in the Product Code column to indicate the category of work for which the M/WBE was utilized:

PRODUCT CODE KEY:

A	Agriculture/Landscaping (e.g., all forms of landscaping services)
B	Mining (e.g., Geological Investigation)
C	Construction
C15	Building Construction – General Contractors
C16	Heavy Construction (e.g., highway, pipe laying)
C17	Special Trade Contractors (e.g., plumbing, heating, electrical, carpentry)
D	Manufacturing (production of goods)
E	Transportation, Communication and Sanitary Services (e.g., Delivery services, warehousing, broadcasting and cable systems)
F/G	Wholesale/Retail Goods (e.g., gravel, hospital supplies and equipment, food stores, computer stores, office supplies)
G52	Construction Materials (e.g., lumber, paint, lawn supplies)
H	Financial, Insurance and Real Estate Services
I	Services
I73	Business Services (e.g., copying, advertising, secretarial, janitorial, rental services of equipment, computer programming, security services)
I80	Health Services
I81	Legal Services
I82	Educational Services (e.g., AIDS education, automobile safety, tutoring, public speaking)
I83	Social Services (e.g., counselors, vocational training, child care)
I87	Engineering, architectural, accounting, research, management and related services

Expenditure: An expenditure is an actual payment which has been made by an agency, either through the Office of the State Comptroller or by the agency's finance office directly, including subcontractor/supplier payments made by a prime contractor and verified by the agency.

Grants: For the purposes of this report, grants are monies dispensed by a contracting governmental agency to a person or institution to accomplish a public purpose authorized by law. According to Article 15-A, grants are considered to be State contracts. For the purpose of compliance reporting, the recipient of the grant is considered to be the "contractor". These contracts are subject to MWBE goals and reported in the same fashion as any other contract. Grant dollars expended should be reported on the form most appropriate for the majority of the grant (e.g. if the grant dollars are generally spent for construction, the monies should be reported on the construction form; if for training, the monies should be reported on the services/consultant form).

Not-for-Profit: An entity organized as a not-for-profit corporation pursuant to State Law. According to Article 15-A, not-for-profit entities are considered to be "contractors". These contractors are subject to MWBE goals and should be treated and reported in the same fashion as any other contractor. The expenditure of dollars by a not-for-profit entity should be reported on the form most appropriate to the majority of the funding (e.g. if the dollars are generally spent to provide training and/or rehabilitation services, then the monies should be reported on the services/consultant form; if the expenditures are made on a contract for low-income housing, the dollars should be reported on the construction form).

Subcontract: a) For construction, a subcontract is any portion of the contract or any service performed or supplies provided relative to that contract by any party other than the prime contractor;

b) For commodities and consultant/services, a subcontract is that portion of the total value of a contract portioned out to another consultant/individual or vendor. This is also known as second tier spending;

c) For grants/not-for-profits contracts, a subcontract is that portion of funding expended for supplies, equipment, printing, consultants, trainers, services, etc.

d). It is important to provide all information as requested or credit may not be allowed.

e). It is critical that you provide the detailed information requested on the CONTRACTOR QUARTERLY COMPLIANCE REPORT. List each M/WBE firm you have included in the MBE and WBE totals (for prime and subcontract expenditures) in each expenditure category. Missing information may result in the firm/dollars not counting toward agency MWBE participation goals.

MWBE SUBCONTRACTOR REQUEST FOR WAIVER FORM

INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.			
Offeror/Contractor Name:		Federal Identification No.:	
Address:		Solicitation/Contract No.:	
City, State, Zip Code:		M/WBE Goals: MBE % WBE %	
By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.			
Contractor is requesting a:			
1. <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial			
2. <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial			
3. <input type="checkbox"/> Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.) Date of such filing with Empire State Development: _____			
PREPARED BY (Signature):		Date:	
SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.			
Name and Title of Preparer (Printed or Typed):		Telephone Number:	Email Address:
Submit with the bid or proposal or if submitting after award, submit to the MWBE Program Unit:		***** FOR AGENCY USE ONLY *****	
NYS OTDA ATTN: Ms. Wilma BrownPhillips, MWBE Director M/WBE Program Management Unit Harlem Center 317 Lenox Avenue New York, New York 10027 Email to: Wilma.BrownPhillips@OTDA.State.NY.US		REVIEWED BY:	DATE:
		Waiver Granted: <input type="checkbox"/> YES MBE: <input type="checkbox"/> WBE: <input type="checkbox"/> <input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver <input type="checkbox"/> ESD Certification Waiver <input type="checkbox"/> *Conditional <input type="checkbox"/> Notice of Deficiency Issued _____	
		*Comments:	

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

Note:
Unless a Total Waiver has been granted, Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by the contracting entity, to determine M/WBE compliance.

MINORITY/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 at _____

This organization will require its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals and provide Equal Employment Opportunities set by NYS OTDA for the State-funded project by taking the following steps:

M/WBE

- (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 NYS-OTDA 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 increase participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE contractors to encourage their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain, or, where appropriate, require its subcontractors to maintain and submit, as required by OTDA, records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that project payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and/or other credit requirements may, in the sole discretion of OTDA, be waived and/or appropriate alternatives are developed to encourage M/WBE participation.
- (7) This organization will include the provisions of sections (1) through (6) 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.

EEO

- (a) This organization will not discriminate against any employee or applicant for employment because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, predisposing genetic characteristics, victim of domestic violence status, 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, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, predisposing genetic characteristics, victim of domestic violence status or marital status,
- (c) At the request of the contracting agency, this organization shall request that each employment agency, labor union, or authorized representative will not discriminate on the basis of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, predisposing genetic characteristics, victim of domestic violence status or marital status, and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) This organization will include the provisions of sections (a) through (c) 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: _____

Minority/ Women Business Enterprise Liaison

_____ is designated as the Minority/Women Business Enterprise Liaison
(Name of Designated Liaison)

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

(Authorized Representative)

Title: _____

Date: _____

Contact:

NYS OTDA
ATTN: Ms. Wilma BrownPhillips, MWBE Director
M/WBE Program Management Unit
Harlem Center
317 Lenox Avenue
New York, NY 10027
Wilma.BrownPhillips@otda.state.ny.us