

STATE OF NEW YORK
OFFICE OF TEMPORARY AND DISABILITY
ASSISTANCE

INVITATION FOR BID
**PINFEED FORMS PRINTING, ASSEMBLY AND
DELIVERY**

ISSUED: May 30, 2019

PROPOSALS DUE: August 6, 2019

IFB Title	Pinfeed Forms Printing, Assembly & Delivery IFB
Issuing Office	New York State Office of Temporary and Disability Assistance
Contract Period	Five Year Period
Direct Inquiries to	Jason Herbert 40 North Pearl Street. 12 D Albany, NY 12243 Jason.Herbert@otda.ny.gov
Bid Due Date	Bid submissions must be mailed or hand-delivered to the address listed below, No later than 3:00 p.m., ET on August 6, 2019
Deliver Bid to	New York State Office of Temporary and Disability Assistance Attention: Jason Herbert 40 North Pearl Street, Suite 12 D Albany, NY 12243

NOTICE TO OFFERORS

1. Sealed bids will be received by the Office of Temporary and Disability Assistance (OTDA), at the above address in this Invitation for Bids (IFB). When submitting a bid, you must:
2. Prepare your bid in accordance with the instructions in **SECTION 6.0** (Bid Content/Submission/Delivery).
3. Sign the bid, and throughout the IFB and its Attachments where indicated, include five (5) Original Contractor Signature Pages, which if your bid is selected, will be the final Agreement between your firm and OTDA (Contract # C022019).
4. All bids must contain the following language on the outside of the envelope or packaging: **“SEALED BID FOR PINFEED FORMS PRINTING, ASSEMBLY & DELIVERY IFB.”** It is the responsibility of the Offeror to ensure arrival of its bid at OTDA prior to the scheduled due date and time.
5. **LATE BIDS MAY BE REJECTED.** Faxed and electronic bids will NOT be accepted.
6. Whether you are submitting a bid or not, it is important that you answer this IFB. Even if you are NOT submitting a bid, you should complete the Bid Response Form below, include the reason(s) for not bidding, and return to the Office of Temporary and Disability Assistance at procurements@otda.ny.gov. If you are submitting a bid, follow the instructions provided in Number 4 above and **SECTION 6.C** (Bid Delivery).

BID RESPONSE FORM

INFORMATION REQUIRED FROM OFFEROR

Include this form with your bid package. If you are not submitting a bid, please complete this form and email to: procurements@otda.ny.gov.

NAME OF COMPANY:		
Federal Tax Identification Number:	NYS Vendor ID Number (if available):	
Complete Address:		
Place an "X" in the appropriate space:		
<input type="checkbox"/> We are not submitting a bid for the following reason(s):		
<input type="checkbox"/> We request removal of our name from the mailing list for this title.		
<input type="checkbox"/> Our bid is enclosed.		
Offeror's Signature: (Signature of an Official Authorized to Bind the Offeror):	Date:	Official Title:
E-mail Address:		
Printed/Typed Copy of Signature:	Telephone Number: ()	Fax Number: ()

* If Offeror 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 procurements@otda.ny.gov prior to submission of bid.

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1.0 Calendar of Events

PINFEED FORMS PRINTING, ASSEMBLY & DELIVERY IFB	
<u>EVENT</u>	<u>DATE</u>
Issuance of Invitation for Bid	May 30, 2019
Mandatory Offeror's Conference	June 19, 2019 @ 1:00 p.m. ET
Deadline for Submission of Questions	July 9, 2019 @ 2:00 p.m. ET
Responses to Written Questions Posted (on or about)	July 16, 2019
Deadline for Submission of Proposals	August 6, 2019 @ 3.00 p.m. ET
<u>Anticipated</u> Notification of Award	October 1, 2019
<u>Anticipated</u> Approval of Contract	Upon OSC Approval
<u>Anticipated Commencement</u> of Work	On or before April 1, 2020

OTDA reserves the right to change any of the scheduled dates, including start dates, stated herein upon notice to all Offerors.

Sealed bids will be received by OTDA for the services specified herein under the terms and conditions of this solicitation. BIDS RECEIVED AFTER THE DEADLINE FOR SUBMISSION OF BIDS AS STATED ABOVE MAY BE REJECTED. OTDA assumes no responsibility for delivery delays.

2.0 Executive Overview

The NYS Office of Temporary & Disability Assistance oversees a number of programs which are implemented on the local level by county social services offices. It is OTDA's obligation to supply these local offices with necessary quantities of the correct program forms and publications, most of which are updated or reordered several times throughout the year. OTDA does not have the capabilities of producing these forms for the local district offices as required to ensure clients receive the benefits they are eligible for.

Through this IFB OTDA of the State of New York (State) is seeking competitive Proposals from qualified Offerors to provide "**PINFEED FORMS PRINTING, ASSEMBLY AND DELIVERY**" services described below, and further detailed in **Section 3.0 and APPENDIX W** (Scope of Work).

This IFB outlines the terms and conditions, and all applicable information required for submission of a Proposal. Offerors should pay strict attention to the Deadline for Submission of Proposals in **Section 1.0** (Calendar of Events) to prevent disqualification. To ensure compliance with these requirements and to prevent possible disqualification, Offerors should follow the format and instructions contained in this IFB.

The primary point of contact information contained in **Section 5.1** (Office of Temporary and Disability Assistance Primary Point of Contact) impacts the entire procurement, and potential Offerors are encouraged to read and understand these procedures as the first step in this IFB.

The Offeror is required to review APPENDIX A, Standard Clauses for NYS Contracts. APPENDIX A contains important information related to the Agreement to be entered into as a result of this

IFB and will be incorporated, without change or amendment, into the Agreement entered into between OTDA and the successful Offeror. By submitting a response to this IFB, the Offeror agrees to comply with all the provisions of APPENDIX A.

2.1 Term of the Agreement

The initial term of the Agreement will be for a period of five (5) years from April 1, 2020 or the date of Contract approval by The Office of The State Comptroller, whichever comes later.

3.0 Scope of Work

The IFB name is Pinfeed Forms Printing, Assembly & Delivery.

The purpose of this IFB is to establish one Contract for printing, assembly and delivery of Pinfeed Forms as may be directed by OTDA over the Contract term, to be utilized by the Office of Temporary and Disability Assistance (OTDA).

The vendor must be able to receive an electronic file (PDF or other format as required by OTDA) of the document via email from OTDA, along with an electronic purchase order stating the quantity needed.

Offerors must be able to provide all of the services included in this IFB and APPENDIX W (Scope of Work) throughout the Contract Term. Only one (1) Contract will be awarded to a single Offeror for the provision of all items described in this IFB.

4.0 Mandatory Requirements

Proposals will be considered only from qualified Offerors, with staffing and resources capable of delivering the services described in this IFB.

- A. The Offeror shall provide evidence that it has maintained an organization capable of performing the services, hereinafter described, for at least the past three (3) years.
- B. By submitting a response to the IFB, the Offeror agrees to comply with all the provisions:
 - APPENDIX A (Standard Clauses for New York State Contracts);
 - APPENDIX B (OTDA Terms and Conditions);
 - APPENDIX E (Administrative Forms);
 - APPENDIX I (New York State Insurance Requirements);
 - APPENDIX T (Agreement)
 - APPENDIX Y (Service Disabled Veteran Owned Businesses (SDVOB) Participation Requirements for NYS Office of Temporary and Disability Assistance Contracts); and
 - APPENDIX Z (Minority and Women-Owned Business Enterprise (MWBE) participation requirements for all NYS Office of Temporary and Disability Assistance Contracts), all

attached hereto, and hereby expressly made a part of this IFB as if set forth at length herein and shall govern any situations not covered by this IFB or APPENDIX A.

- C. Offeror's Conference: Offeror's participation in the Offeror's Conference specified in Section 5.2 is mandatory.

An incomplete bid **MAY** result in a non-responsive bid determination and rejection.

Offerors are advised that the State's intent in having the requirements listed above is to ensure that only a qualified and responsible Offeror is awarded a Contract. OTDA retains the right to request additional information pertaining to the Offeror's ability, qualifications, and procedures used to accomplish all work under this Contract as it deems necessary to ensure safe and satisfactory work.

5.0 Administrative Information

Procurement documents may, from time to time, be amended or have addenda(s) issued by OTDA. It is the Offeror's responsibility to become aware of any such amendment(s) and/or addenda(s) prior to submission of a Proposal. All amendment(s) and/or addenda(s) to the procurement documents will be posted to the OTDA website at www.OTDA.ny.gov/contracts/procurement-bid.asp. Only the OTDA website will contain all amendment(s) and/or addenda(s) to the procurement documents, including Responses to Written Questions. Offerors should periodically review the OTDA website prior to submission of a Proposal to ensure that they have all the information required to submit a complete and responsive Proposal.

The following administrative information will apply to this IFB. Failure to comply fully with this information **MAY** result in disqualification of your Proposal.

5.1 Office of Temporary and Disability Assistance Primary Point of Contact:

New York State Finance Law (SFL) §139-j restricts contact by Offerors with any governmental entity regarding procurement Contracts. Subject to certain exceptions set forth in SFL §139-j (3), contacts between Offerors 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 OTDA and an Offeror during the procurement process. An Offeror 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, are identified below.

OTDA employees are required to obtain certain information when contacted during the Restricted Period and determine the responsibility of the Offeror pursuant to these two (2) statutory provisions. Certain findings of non-responsibility can result in rejection for Contract award. In the event of two (2) findings within a four (4)-year period, the Offeror 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>.

The primary point of contact for this procurement is:

Jason Herbert
NYS Office of Temporary and Disability Assistance
Bureau of Contract Management
40 North Pearl Street, Suite 12D
Albany, New York 12243
Email Address: procurements@otda.ny.gov

Other permissible points of contact for this procurement are:

Ann Fisher
NYS Office of Temporary and Disability Assistance
Bureau of Contract Management
40 North Pearl Street, Suite 12D
Albany, New York 12243
Email Address: procurements@otda.ny.gov

Jason Wilkie
NYS Office of Temporary and Disability Assistance
Bureau of Contract Management
40 North Pearl Street, Suite 12D
Albany, New York 12243
Email Address: procurements@otda.ny.gov

Wallis Howe-Rosenzweig
NYS Office of Temporary and Disability Assistance
Minority and Woman Owned Business Unit
40 North Pearl Street, Suite 12D
Albany, New York 12243
Email Address: procurements@otda.ny.gov

The following activities are permissible contacts by an Offeror:

- A. Submission of a written Proposal in response to this IFB,
- B. Submission of written questions prior to the deadline for submission of written questions,
- C. Complaints filed by an Offeror stating that the designated point of contact has failed to respond in a timely manner,
- D. Negotiations following award,
- E. Debriefings to Offeror(s) that were not award recipients,
- F. Filing of an appeal or protest, or
- G. Any contact initiated by OTDA employees.
- H. Participation in Offeror's Conference.

State Finance Law requires that procurements over \$15,000 include a certification by the Offeror that all information provided to the agency is complete, true, and accurate with regard to prior non-responsibility determinations within the past four (4) years based on:

- A. Impermissible contacts or other violations of State Finance Law Section §139-j, or
- B. The intentional provision of false or incomplete information to a governmental entity.

See APPENDIX E (Administrative Forms) for Offeror Disclosure of Prior Non-Responsibility Determinations Forms, which should be included with Offeror's Proposal.

5.2 Offeror's Conference

Offeror's Conference: OTDA will convene a **MANDATORY** Offeror's Conference at 40 North Pearl Street, Albany, New York 12243, Teleconferencing is allowed. **Offeror's must attend the Offeror's Conference in order to submit a bid.** Parties interested in attending the Offeror's Conference should submit their request to attend by email to procurements@otda.ny.gov no later than 5:00 p.m. ET, three (3) business days prior to the date of the Offeror's Conference as specified in **SECTION 1**, (Calendar of Events). The email should include the following Information:

- Name of Organization; and
- Contact Information of up to two (2) participating representatives (names, titles, addresses, phone numbers, and email addresses)

The agenda to the Offeror's Conference will be emailed to all Offerors, known to OTDA, confirming the date, time, and location prior to the Offeror's Conference.

The State of New York is committed to assuring equal opportunity for persons with disabilities. To this end, it is OTDA policy to provide reasonable accommodation in all its accommodations, programs and services. Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of OTDA should contact the Bureau of Contract Management, through any of the designated contacts listed herein, as soon as possible but no later than 48 hours before the scheduled event.

5.3 Questions

There will be an opportunity available for submission of written questions and requests for clarification with regard to this IFB. All questions and requests for clarifications should cite the particular IFB section and paragraph identifier where applicable and must be submitted via email (preferred) or by hard copy mail to the primary Point of Contact as indicated in **SECTION 5.1**, no later than the Deadline for Submission of Written Questions as specified in **SECTION 1**. Questions received after the deadline may not be answered.

OTDA encourages Offerors during this Question & Answer time to make suggestions that will lead to cost containment, productivity improvements, and/or operational efficiencies. OTDA expects that the Offeror's expertise and experience will provide a source of innovative concepts for improving the efficiency, effectiveness, and productivity which could lead to program savings. Suggestions made by Offerors may, at OTDA's discretion, be incorporated into this IFB, in accordance with **SECTION 5.3**.

Requests for clarifications of Contract language contained in the Agreement must be addressed at this time.

NOTE: It is the Offeror's responsibility to ensure that hard copy mail or email containing written questions and/or requests for clarification is received at the above address no later than the Deadline for Submission of Questions as specified in **SECTION 1**.

The comprehensive list of questions and responses will be posted to the OTDA website.

5.4 Subcontracting

It is OTDA's intention to Contract with a single prime Contractor for the provisions of services and

functions outlined in this IFB. In the event the Contractor utilizes Subcontractors to perform any required services pursuant to the Agreement resulting from this IFB, OTDA shall have the right to approve or disapprove, after appropriate review and/or interview(s), any and all Subcontractors of the Contractor prior to their performance of services.

The Contractor shall require all proposed Subcontractors to complete such Appendices included in this IFB as are deemed necessary by OTDA prior to any such proposed Subcontractor's performance required service under the Agreement resulting from this IFB. The Contractor acknowledges that this requirement is ongoing for the term of the Agreement, and the Contractor shall be required to disclose to OTDA its intention to enter into any subcontracts for the performance of any required services under the Agreement.

Failure to disclose the identity of any and all Subcontractors used by the Contractor together with a detailed description of their responsibilities may, at the sole discretion of OTDA, result in disqualification of the Subcontractor or termination of the Agreement resulting from this IFB. The Subcontractor/Supplier Identification form can be found in APPENDIX E (Administrative Forms).

The Contractor shall be fully responsible to OTDA for the acts and omissions of its Subcontractors and of persons either directly or indirectly engaged by them in connection with the performance of the Agreement resulting from this IFB.

OTDA reserves the right to remove any of the Subcontractor's staff if, in OTDA's sole discretion, such Subcontractor's staff is/are not performing in accordance with the Agreement, or for any other reasonable work-related cause. OTDA reserves the right to approve or disapprove any proposed changes in Contractor's/Subcontractor's key staff. OTDA in each instance will be provided with a summary of the experience of the proposed Contractor's/Subcontractor's staff member and an opportunity to interview that person, prior to giving its approval or disapproval.

In the event the selected Offeror's Proposal includes services provided by another firm, it shall be mandatory for the selected Offeror to assume full responsibility for the delivery for such items offered in the Proposal. Should the selected Offeror seek external financing, the State reserves the right to approve the assignment of the Contract for financing purposes. In any event, OTDA will Contract only with an Offeror, not the Offerors financing institution or Subcontractors. OTDA shall consider the selected Offeror to be solely responsible with regard to all provisions of the Contract resulting from this IFB.

5.5 Right to Modify

OTDA reserves the right to modify this IFB, including but not limited to, the date and time by which Proposals must be submitted and received by OTDA, at any time prior to the Deadline for the Submission of Proposals listed in **SECTION 1**. Modifications to this IFB shall be made by issuance of amendment(s) and/or addenda(s).

Prior to the Deadline for Submission of Proposals, any such clarifications or modifications as deemed necessary by OTDA will be posted to the OTDA website. OTDA reserves the right to cancel this IFB, in whole or in part, and to reject any and all Proposals.

If the Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in this IFB, the Offeror shall immediately notify OTDA in accordance with **SECTION 5.1** of such error in writing and request clarification or modification of the document.

If, prior to the Deadline for Submission of Proposals, an Offeror fails to notify OTDA of a known error or an error that reasonably should have been known, the Offeror shall assume the risk of

proposing. If awarded the Contract, the Offeror shall not be entitled to additional compensation by reason of the error or its correction.

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

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

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations, OTDA is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of OTDA Contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, OTDA hereby establishes an overall goal of 30% for MWBE participation, **15%** for New York State-certified Minority-owned Business Enterprise (“MBE”) participation and **15%** for New York State-certified Women-owned Business Enterprise (“WBE”) participation (based on the current availability of MBEs and WBEs). A Contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as Subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the respondent agrees that OTDA may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how OTDA will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8.

The respondent understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. [FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE]. [FOR ALL OTHER CONTRACTS - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract]

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

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.

By submitting a bid or Proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting the Contract’s program manager at OTDA.

Additionally, a respondent will be required to submit the following documents and information as evidence of compliance with the foregoing:

- A. An MWBE Utilization Plan with their bid or Proposal. Any modifications or changes to an accepted 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 for review and approval.

OTDA will review the submitted MWBE Utilization Plan and advise the respondent of OTDA acceptance or issue a notice of deficiency within 30 days of receipt.

- B. If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the OTDA 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 respondent and direct the respondent to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or Proposal.

OTDA may disqualify a respondent as being non-responsive under the following circumstances:

- a. If a respondent fails to submit an MWBE Utilization Plan;
- b. If a respondent fails to submit a written remedy to a notice of deficiency;
- c. If a respondent fails to submit a request for waiver; or
- d. If OTDA determines that the respondent has failed to document good faith efforts.

The successful respondent will be required to 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.

The successful respondent will be required to submit a quarterly MWBE Contractor Compliance & Payment Report to OTDA, by the 7th 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.

Equal Employment Opportunity and Workforce Utilization Reporting Requirements

By submission of a bid or Proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of [APPENDIX A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women OR Authority equivalent to APPENDIX A]. The respondent is required to ensure that it and any

Subcontractors awarded a subcontract 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 respondent, 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.

The respondent will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement, Form OTDA-4970, to OTDA with its bid or Proposal.

If awarded a Contract, respondent shall submit form OTDA-4971 Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by OTDA on a QUARTERLY basis during the term of the Contract.

Pursuant to Executive Order #162, Contractors and Subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis. 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.

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.

5.7 Service Disabled Veteran-Owned Business Enterprise (SDVOB) in State Contracting

- A. OTDA is in full accord with the aims and efforts of the State of New York to promote Service-Disabled Veteran-Owned Businesses (SDVOBs), as enacted in 2014 by Article 17-B of the Executive Law. This Law acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, Offerors to this IFB are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the resulting contract. Such partnering may be as Subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at: <https://online.ogs.ny.gov/sdvob/search>
- B. Offerors are strongly encouraged, to the maximum extent practical and consistent with legal requirements of the State Finance Law, the Executive Law and any implementing regulations, to use responsible and responsive NYS certified SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Prospective awardees to this IFB are

subject to the provisions of Executive Law Article 17-B and the regulations (9 NYCRR Part 252) issued thereunder. Offerors are reminded that they must continue to utilize small, and minority and women-owned businesses (M/WBEs), consistent with current State law (Executive Law Article 15-A).

- C. Offerors will complete, APPENDIX Y, (Form OTDA-4200), Service-Disabled Veteran-Owned Businesses (SDVOBs) Utilization Plan, to demonstrate their proposed utilization of NYS certified SDVOBs as part of their bid/Proposal. OTDA has set a goal for SDVOB utilization for this procurement 6 %.
- D. The successful Offeror/Contractor will report on the *actual* participation by each SDVOB during the term of the contract to OTDA on a quarterly basis according to policies and procedures to be set by OTDA.

NOTE: Information about SDVOB certification and set asides for SDVOB participation in public procurement can be found at: <http://www.ogs.ny.gov/Core/SDVOBA.asp>, which provides certification information and guidance for State agencies in making determinations and administering set asides for procurements from SDVOBs.

5.8 Vendor Responsibility

Section 163 of the State Finance Law requires that contracts be awarded, on the basis of “best value” or “lowest price,” to a responsive and responsible Offeror. This IFB will be awarded on the basis of “lowest price.” A responsive Offeror is an Offeror meeting the minimum specifications or requirements set forth in this IFB. The State and courts have determined that responsibility includes integrity, previous performance, legal authority to do business in New York State, and the financial and organizational ability to perform the contract.

- A. Vendor Responsibility requires that offers complete and certify specific information on a Vendor Responsibility Questionnaire or in the event of an award or other changes, update information on an on-going basis. OTDA recommends that Offerors 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/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.
- B. Offerors 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 Identification Number, Offerors must complete the Substitute Form W-9: Request for Taxpayer Identification Number & Certification, located at https://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf. Offerors must e-mail the completed form to procurements@otda.ny.gov. Offeror’s NYS Vendor Identification Number will be provided via e-mail, along with further instructions. Offerors, who do not already have a New York State Vendor Identification Number, must submit the completed W-9 prior to submission of bids.
- C. Offerors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or by contacting the Office of the State Comptroller’s Help Desk for a copy of the paper form. Please call the Office of the State Comptroller Help Desk with any questions at 1-(518) 408-4672 or 1-(866) 370-4672.
- D. The Contractor shall at all times during the Agreement term remain responsible. The Contractor agrees, if requested by OTDA, to present evidence of its continuing legal

authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

5.9 Sales and Compensating Use Tax Certification (TAX LAW, §5-A)

The Tax Law § 5-a requires Contractors awarded State contracts for commodities and services valued at more than \$100,000 over the full term of the contract to certify to the New York State Department of Taxation and Finance (“DTF”) that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specific time period. The registration requirement applies if the Contractor made a cumulative total of more than \$300,000 in sales during the four (4) completed tax quarters which immediately precede the sales tax quarter in which the certification is made. Sales tax quarters are June - August, September – November, December - February, and March – May. In addition, Contractors must certify to DTF that each affiliate and Subcontractor of such Contractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating taxes. Contractors must certify to the procuring State entity that they filed the certification with the DTF and that it is correct and complete.

The selected Offeror must file a properly completed form ST-220-CA (with OTDA the Contracting Agency within forty-eight (48) hours of notification of selection of award) and Form ST-220-TD (with the DTF). These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance website, available through this link: www.tax.ny.gov/pdf/publications/sales/pub223.pdf. Forms are available through these links:

- ST-220-CA: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf
- DT-220-TD: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

Please note that although form ST-220-CA is not required as part of the Proposal, OTDA encourages Offerors to include them with the Proposal to expedite contract execution if the Offeror is awarded the contract.

5.10 Insurance Requirements

Within forty-eight (48) hours of notification of award the Contractor shall procure at its sole cost and expense, and shall maintain in force at all times during the Term of the Agreement, policies of insurance as set forth in APPENDIX I (New York State Insurance Requirements), written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York (“admitted” carriers) with an A.M. Best Company rating of “A-” or better or as acceptable to OTDA.

5.11 OTDA’S Rights to all Proposals

In addition to Appendix B, OTDA reserves the rights with respect to Proposals, including but not limited to:

- A. Accept all or part of a selected Offeror’s Proposal based on Federal and State requirements.

- B. Request a best and final offer from the Offeror, susceptible to award, whose Proposal was deemed by OTDA as responsive to the requirements of this IFB.
- C. Terminate review of Proposals found nonresponsive or financially inappropriate.
- D. Require an Offeror to demonstrate, to the satisfaction of OTDA, its ability to perform the services required by this IFB.
- E. Require any or each Offeror to provide an oral presentation of its Proposal.
- F. Require an on-site visit.
- G. Use Offeror's information obtained through site visits, management interviews, and the State's investigation of Offeror's qualifications, experience, ability or financial standing, and any material or information submitted by the Offeror in response to the agency's request for clarifying information in the course of evaluation and/or selection under this IFB.
- H. Reject any Proposal that contains false or misleading statements, or that provides references that do not support an attribute, condition, or qualification claimed by the Offeror.
- I. Rescind a Contract award if a signed Contract does not result from good faith negotiations with OTDA within a reasonable period of time as determined by OTDA.
- J. Require an Offeror to clarify its Proposal to assure a full understanding of the Proposal and to request revisions to all Proposals from Offerors susceptible of award of the Contract. Any request for clarification or revision is solely at the discretion of OTDA.
- K. Proceed to the next highest-scoring Offeror in the event that the Offeror who had achieved lowest price prior to Contract award cannot satisfy the requirements stated in this IFB.
- L. OTDA shall have unlimited rights to disclose or duplicate, for any purpose whatsoever, all information or other work product developed, derived, documented or furnished by the Offeror under any Contract resulting from this IFB.
- M. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of OTDA. 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.

Each Offeror's Proposal must include a statement as to the period during which the provisions of the Proposal will remain valid. A minimum of 280 calendar days from the Submission of Proposals Deadline in **Section 1**.

5.12 State Ethics Law Provision

The Offeror and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements"). The Offeror shall certify that all of its employees and those of its Subcontractors who are former employees of the State, and who are assigned to perform services under this Agreement, shall be assigned in accordance with all Ethics Requirements. During the term of the Agreement, resulting from this IFB, no person who is employed by the Offeror or its Subcontractors, and who is disqualified from providing services under the Agreement, resulting from this IFB pursuant to any Ethics Requirements, may share in any net revenues of the Offeror or its Subcontractors derived from the Agreement resulting from this IFB. The Offeror shall identify and provide OTDA with notice of those employees of the Offeror, and its Subcontractors, who are former employees of the State that will be assigned to perform services under the Agreement, resulting from this IFB, and make sure that such employees comply with all applicable laws and prohibitions. OTDA may request that the Offeror provide it with whatever information OTDA deems appropriate about each such person's engagement, work cooperatively with OTDA to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by OTDA, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. OTDA shall have the right to withdraw or withhold approval of any subcontract if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. OTDA shall have the right to terminate the Agreement, resulting from this IFB at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

By submitting a Proposal to this IFB the person signing the Proposal certifies, for and on behalf of the Offeror, that:

- A. He/she has read and understands the provisions applicable to post-employment restrictions affecting former State officers and employees, available using the URL address below (1):
 - a. Public Officers Law § 73(8)(a)(i), (the two (2)-year bar); and
 - b. Public Officers Law § 73(8)(a)(ii), (the lifetime bar);
- B. Submission of this Proposal does not violate either provision;
- C. He/she is familiar with the Offeror's employees, and its agents;
- D. No violation shall occur by entering into a contract or in performance of the contractual services;
- E. This certification is material to the Proposal; and
- F. He/she understands that OTDA intends to rely on this certification.

Offerors shall address any questions concerning these provisions to:

The New York State Joint Commission of Public Ethics
540 Broadway
Albany, New York 12207
Telephone (518) 408-3976

Type in your Internet Browsers URL <http://public.leginfo.state.ny.us/navigate.cgi> When page opens, click on "**Laws**" in the menu bar at the top of the page, then "**Laws of New York.**" On

the next page, select “**PBO Public Officers.**” When this page opens, select “**Article 4 – (60 – 79) POWERS AND DUTIES OF PUBLIC OFFICERS**” and choose **Sections (73 (8-a) (i) and 73(8-a) (ii).**

Disclosure Requirements

Proposals shall include the following information, in the “Offeror’s Certification/Acknowledgements/Understanding” form, if applicable:

- A. Disclosure of any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Offeror or former officers and employees of the Agencies and their Affiliates, in connection with your rendering services enumerated in this solicitation. If a conflict does, or might, exist, please include a statement, with your Bid Proposal, along with the “Offeror’s Certification/Acknowledgements/Understanding” form, describing how your Staffing Firm would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts.
- B. The Offeror must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Joint Commission on Public Integrity (“JCOPE”), or its predecessor State entities (collectively, “Commission”), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.
- C. Offerors responding to this IFB must submit with its Bid Proposal, the “Offeror Assurance of No Conflict of Interest or Detrimental Effect” form found in IFB APPENDIX E (Administrative Forms). The form must be signed by an authorized representative, authorized to bind the Offeror contractually. The form provides an attestation from the Offeror that the types of conflicts described above did not occur as part of their receiving this business opportunity with OTDA. Offeror will also submit an attestation from all subcontracting and/or consultants to be used to provide services from the Agreement, resulting from this IFB.

5.13 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).

5.14 Drug Free Workplace

The Contractor agrees to comply with the provisions of Section 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have their representative execute the certification attached to this Agreement

5.15 State Finance Law Consulting Disclosure Provisions

Pursuant to New York State Finance Law § 163(4)(g), State agencies must require all Contractors, including Subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract, such report shall include for each employment category within the contract: (i) the number of employees employed to provide services under the contract, (ii) the number of hours they work, and (iii) their total compensation under the contract. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

If an Offeror's Proposal includes the use of any of the Consulting services defined above (These Employment Categories, are listed in the O*NET occupational classification system, with descriptions of employee's services applicable to this provision www.Online.onetcenter.org), the Offeror is required to submit **Form A** prior to contract approval and **Form B** on an annual basis. APPENDIX C (Offeror's Certified Statements) provides for the Offeror's declaration of intent to use consulting services in the contract.

6.0 Bid Content/Submission/Delivery

A. Bid Content

- a. Quantities – The volume stated in this IFB and in APPENDIX P (Pricing Schedule) are estimated ANNUAL volume. The contract resulting from this IFB shall be for the actual volume of results accepted by OTDA throughout the Agreement term. OTDA makes no guarantees regarding the actual volume throughout the term of the Agreement.
- b. Incurred Costs - OTDA is not liable for any cost incurred by Offerors in preparation for or prior to the approval of an executed Agreement by the New York State Office of the State Comptroller. No cost will be incurred by OTDA for the Offeror's participation in any pre-contract award activity.
- c. The prices submitted on the Offeror's APPENDIX P must include the Offeror's complete costs for reimbursement purposes. Prices shall include any ancillary fees and costs including permits, licenses, insurance, etc. and services not explicitly stated in these specifications, but necessarily attendant thereto.
- d. The prices submitted by Offerors for each item listed in APPENDIX P, once approved by OTDA and the Office of the State Comptroller, are fixed for the entire Term of the Agreement and are not subject to change other than as permitted in Article III of the Agreement.
- e. When calculating bids, Offerors must consider the requirements as set forth in this IFB, including Responses to Questions, and any amendment(s) and/or addendum(s) provided during the bidding process.
- f. The Contractor shall provide to OTDA, upon request, services at or below the awarded bid rate. The Contractor shall refer to the specifications outlined in APPENDIX W (Scope of Work), of this IFB.

B. Bid Submission Instructions:

- a. Submit ONE (1) complete bid package, consisting of:

- Bid Response Form on Page 3 of this IFB;
- **TWO (2)** signed originals of all forms listed in APPENDIX E (Administrative Forms); APPENDIX C (Offeror's Certified Statements);
- **FIVE (5)** signed original Contract Signature Pages each individually notarized (APPENDIX T); and
- **FIVE (5)** original signed APPENDIX P (Pricing Schedules), signed by an authorized signatory (as attested to on the List of Authorized Signatures, in APPENDIX C), where indicated and notarized where indicated.

This package shall be the official BID Proposal. An identical electronic copy of the bid package and Contract Signature Page must be provided on a CD in PDF Format.

- b. Content of Bids - To be considered responsive, the Offeror must submit a complete response that satisfies all the requirements stated in this IFB.
- c. Bids must conform to the bid submission requirements specified herein. A bid that fails to conform may be considered non-responsive and **MAY** be rejected.
- d. The hardcopy originals and an electronic CD of the bid must be received by OTDA on or before (3:00 P.M. ET) on the Deadline for Submission of Bids as noted in **SECTION 1** (Calendar of Events). Any bid made in response to this IFB not received by 3:00 P.M. ET on or before the closing date for receipt of bids may be considered non-responsive and may not be accepted at OTDA's sole discretion.
- e. Bid Deviations - Offerors must submit bids in strict accordance with bid submission instructions herein and the APPENDIX P (Pricing Schedule). Material Alterations in the bid submission format will not be accepted and will result in rejection of the bid submission.
- f. Note: Proof of insurance and items found in APPENDIX N – Post Award Forms will be required from the Awarded Offeror within 48 hours of notification.

C. Bid Delivery:

All bids received by OTDA must be packaged, sealed and submitted with a label on the outside of the package or shipping container with the following information:

Offeror's name and address
 Name of IFB as listed on Front Sheet
 "Deadline for Submission of Bids" as listed in **SECTION 1** (Calendar of Events)
 The following Statement: **SEALED BID FOR THE PINFEED FORMS PRINTING, ASSEMBLY & DELIVERY IFB.**

- a. In the event that an Offeror fails to provide such information in the subject line or on the return bid envelope or shipping material, OTDA reserves the right to open the shipping package or envelope to determine the procurement that it is intended for. The Offeror shall have no claim against OTDA arising from such opening and such opening shall not affect the validity of the bid or the procurement.
- b. Notwithstanding OTDA's right to open a bid to ascertain the procurement information as stated above, the Offeror assumes all risk of late delivery associated with the bid not being identified, packaged or labeled in accordance with such requirements.

- c. Offerors assume all risks for timely, properly submitted Bid deliveries. Bids must be received prior to or on the Deadline for Submission of Bids listed in **SECTION 1**. The Offeror shall have no claim against OTDA arising from misdirected or incomplete delivery that results in the Offeror missing the bid submission due date/time. Neither facsimile nor electronic bid submissions are acceptable and will not be considered.
- d. The original bid package must be received by:
 - Jason Herbert
 - Bureau of Contract Management
 - New York State Office of Temporary and Disability Assistance
 - 40 North Pearl Street, 12th Floor, Section D
 - Albany, New York 12243
- e. Offerors must allow sufficient mail delivery time to ensure receipt of their bid by the Deadline for Submission of Bids specified in **SECTION 1**. Late bids may not be accepted.
- f. Hand Deliveries – Offerors should allow extra time to comply with the security procedures in effect at 40 North Pearl Street, in Albany, New York when hand delivering bids or using deliveries by independent courier services.
Note: Offerors must provide Identification to the security guards for inspection. Offerors assume all risks for timely, properly submitted deliveries.
To access the OTDA building at 40 North Pearl Street, visitors must check in with the security guard stationed in the lobby, and provide the name and phone number of the OTDA Contact listed in **SECTION 5.1** above. If OTDA’s Contact is not available, call 518-486-6352 for assistance.
- g. All bids received on or before the Deadline for Submission of Bids shall become the property of OTDA and will not be returned to the Offeror.
- h. Period of Validity - The Offeror’s bid submission must indicate the period during which the provisions of its bid will remain valid. A minimum of two hundred and eighty (280) calendar days from the “Deadline for Submission of Bids” specified in **SECTION 1** is required.

7.0 Method of Award

One Contract will be awarded to one responsive and responsible Offeror submitting the lowest price total in accordance with this IFB for the provision of APPENDIX W (Scope of Work).

All bids received shall be subject to evaluation by OTDA, assisted by such agency personnel as deemed appropriate, for the purpose of selecting the Offeror with whom a contract will be executed. Only bids judged to be responsive to the submission requirements set forth in **SECTION 6.0.B** of this IFB will be evaluated.

Prompt payment percentage discounts will not be considered in determining low bid, but will be considered in awarding bid ties.

8.0 Evaluation Process

One contract will be awarded to one responsive and responsible Offeror submitting the lowest price total in accordance with this IFB for the provision of APPENDIX W (Scope of Work). Award will be based on an evaluation process that consists of the following:

Bid Opening/ Ranking

Administrative Review

Responsiveness and Responsibility Determination of Apparent Low Offeror

EVALUATION POLICY:

OTDA is committed to a fair and impartial evaluation process characterized by:

- A. Requirements based upon OTDA's substantiated needs;
- B. Equal opportunity for incumbent and non-incumbent Offerors; and
- C. Evaluation by a structured impartial process

8.1 Bid Opening/Ranking

- A. The bid opening will be conducted after the Deadline for Submission of Bids stated in **SECTION 1**. All timely bids will be opened and recorded. A minimum of two (2) OTDA staff will conduct the bid opening, one to open and announce the bids and one to record them.
- B. The lowest Grand Total Bid in APPENDIX P (Fee Schedule) will determine the Lowest Price.
- C. In the event of a tie bid, the decision will be made in accordance with the State Finance Law section 163(10) (a) and as specified in this IFB.
- D. The lowest bid will be screened to ensure that the bid is compliant with the content requirements set forth in **SECTION 4.0**.
- E. All pricing should be the lowest pricing offered based on anticipated volume.
- F. The apparent lowest bid submission will be reviewed to ensure the Offeror is both responsive and responsible in accordance with Section 163 of the New York State Finance Law.

8.2 Administrative Review

OTDA will ensure that the bid submission is complete and accurate. This may include confirming that the Offeror understood the specifications and can perform/deliver at the bid price, particularly if there are large variances in the bid prices between the apparent low bid and the next low bid, and ascertaining that all documents are submitted and appendices are signed, where indicated.

8.3 Responsive and Responsible Determination

Section 163 of the State Finance Law ("SFL") requires that contracts for services and commodities be awarded on the basis of lowest price or best value "to a responsive and responsible Offeror." This IFB will be awarded on the basis of "lowest price". Section 163(9) of the SFL requires that

prior to making an award of a contract each contracting entity shall make a determination of responsibility of the proposed Contractor. The lowest bid submission will be further evaluated to determine responsiveness and responsibility of the Offeror. Details on Vendor Responsibility procedures and requirements are outlined in **SECTION 5.8**.

Responsive Determination: OTDA will verify that the apparent lowest Offeror is responsive by meeting all Mandatory Requirements and specifications as stated in **SECTION 4.0** (Minimum Qualifications).

Responsible Determination: OTDA will verify that the apparent lowest bid is responsible in accordance with Section 163(9) of the SFL. Responsibility determinations involve a review of the following four major categories:

- A Financial and organizational capacity;
- B Legal authority to do business in this state;
- C. Integrity of the owners/officers/principals/members and contract managers; and
- D. Past performance of the bidder on prior government contracts.

If requested, Offeror must document its ability to perform the services required of a Contract providing services similar in scope of this IFB through submission of financial statements. The Offeror must be financially stable and able to substantiate the financial statements of its company. OTDA reserves the right to request additional documentation from the Offeror and to request reports on financial stability from independent financial rating services. OTDA reserves the right to reject any Offeror who does not demonstrate financial stability sufficient for the scope of this bid.

If the lowest bid is submitted by an Offeror who is found to be non-responsive or non-responsible, the bid will be rejected and the next lowest bid will be reviewed. Prior to finding an Offeror non-responsible, OTDA will provide written notice, together with an opportunity to rebut the concerns over the Offeror's responsibility, either in writing or at a meeting with the prospective contracting entity.

9.0 Notification of Award

The contract resulting from this IFB is subject to review and approval first by the Office of the Attorney General ("OAG"), and second by the Office of the State Comptroller ("OSC"), in accordance with State Finance Law Section 112. The contract will not be fully executed until it is approved by OSC.

News releases or any other disclosure relating to the contract award shall not be made by any Offeror or its agent without the written pre-approval of OTDA. Such unauthorized release will be considered a material breach of this Contract resulting from the IFB.

OTDA will post the bid results on its website (www.OTDA.ny.gov), and send out Select and Non-Select letters, as appropriate.

10.0 Contract Terms and Conditions

The successful Offeror will enter into an Agreement with OTDA, subject to the terms and conditions found on the pages following immediately hereafter. These terms and conditions, the content of the selected Offeror's bid, together with this IFB, any amendment(s) or addenda(s) thereto, and the formal questions and answers passed during the bidding process, will be made a part of the final Agreement, hereinafter referred to as the "Agreement." The **FIVE** (5) original Contract Signature pages, signed by an authorized signatory where indicated and notarized

where indicated, as required by IFB **SECTION 6.0.B** (Bid Submission Instructions), above, shall be the official Contract signature page for the Agreement.