



Department of Health

Invitation for Bids for

Dry Ice Pellets

IFB #18825

Issued: October 6, 2021

DESIGNATED CONTACT:

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies the following designated contact to whom all communications attempting to influence the Department of Health's conduct or decision regarding this procurement must be made.

Sue Mantica
Bureau of Contracts
New York State Department of Health
Corning Tower, Room 2827
Albany, New York 12237
Telephone: 518-474-7896
Email Address: sue.mantica@health.ny.gov

PERMISSIBLE SUBJECT MATTER CONTACT:

Pursuant to State Finance Law § 139-j(3)(a), the Department of Health identifies the following allowable contact for communications related to the submission of written bids, written questions, pre-bid questions, and debriefings.

Robert Miller
New York State Department of Health
Wadsworth Center
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Albany, New York, 12237
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1. CALENDAR OF EVENTS

IFB ENTITLED “DRY ICE PELLETS”	
<u>EVENT</u>	<u>DATE</u>
Issuance of Invitation for Bids	October 6, 2021
Written Questions Due (no later than 3PM EST)	October 27, 2021
Responses to Written Questions posted by DOH on or about	November 10, 2021
Deadline for Submission of Bids (no later than 3PM EST)	December 1, 2021
<i>Anticipated</i> Contract Start Date	May 1, 2022

2. OVERVIEW

Through this Invitation For Bids (“IFB”), the New York State (“State”) Department of Health (“DOH”) is seeking competitive bids from qualified organizations for the delivery of Dry Ice Pellets for use within laboratory settings for the storage and delivery of scientific materials at a temperature of -90F, as further detailed in [Section 3](#) Detailed Specifications. It is the Department’s intent to award a five-year Purchase Authorization (PA) contract agreement from this procurement.

2.1. Introductory Background

DOHWadsworth Center Laboratories is a science-based community committed to protecting and improving the health of New Yorkers through laboratory analysis, investigations and research, as well as laboratory certification and educational programs. As the state's public health reference laboratory, Wadsworth responds to urgent public health threats as they arise, develops advanced methods to detect microbial agents and genetic disorders, and measures and analyzes environmental contaminants.

2.2. Important Information

It should be noted that [Attachment L](#), Appendix A “Standard Clauses for New York State Contracts” contains important information related to the contract to be entered into as a result of this IFB and will be incorporated, without change or amendment, into the contract entered into between DOH and the successful Bidder. By submitting a response to the IFB, the Bidder agrees to comply with all the provisions of Appendix A.

[Attachment A](#), the “Bidder’s Certified Statements” should be submitted and includes a statement that the bidder accepts, without any added conditions, qualifications or exceptions, the contract terms and conditions contained in this IFB including any exhibits and attachments.

2.3. Term of the Agreement

This contract term is expected to be for a period of five-years commencing on the date shown on the Calendar of Events in [Section 1](#) subject to the availability of sufficient funding, successful contractor

performance, and approvals from the New York State Attorney General (AG) and the Office of the State Comptroller (OSC).

2.4. Minimum Qualifications

Bidder is required to have a minimum of three years' experience with industrial delivery of Dry Ice Pellets.

Failure to meet the Minimum Qualification will result in a bid being found non-responsive and eliminated from consideration.

3. DETAILED SPECIFICATIONS

This section describes the requirements of the Dry Ice Pellets to be provided by the selected bidder. The selected bidder must be able to provide all requested product and service throughout the five-year contract term.

NYS DOH reserves the right to change, add or remove delivery locations, days and times of delivery, and the number of bins at each facility throughout the contract.

3.1. Bid Requirements

Bidder must provide a per pound delivered price inclusive of each sub-section listed in [Section 3](#) Detailed Specifications, including all shipping, handling and freight charges as defined in [Section 3.3](#) Estimated Quantities and Delivery Requirements, and all other un-defined costs associated with the manufacturing, and delivery of Dry Ice Pellets, to be completed using [Attachment C](#), (BID FORM) of this IFB and submitted according to [Section 5](#) Bid Format and Content.

3.2. Product or Service Requirement

Bidder will be required to deliver requested Dry Ice Pellets during normal business hours, to four separate DOH Wadsworth Center facility locations. Contractor must be able to perform the following:

- Dry Ice Pellets must be delivered in bins with the following specifications:
 - Specifically purposed for dry ice storage
 - Have a functioning hinged lid and way to secure the lid
 - Be wheel mounted
 - Have volume of approximately 11 cu. ft./approximate capacity of 600 lbs.
 - Have dimensions approximate to:
 - Outside - L43" x W27.5" x H39.5"(not including wheels)
- Dry Ice Pellets must be weighed and recorded by the Contractor at the time of delivery. DOH Wadsworth will audit delivery weights to ensure accuracy of Contractor's chosen method of recording delivered weights.
- The DOH Wadsworth Center reserves the right to reject any employee of the contractor at any time and require their immediate replacement with staff acceptable to the Wadsworth Center Contract Manager.

3.3. Estimated Quantities and Delivery Requirements

Deliveries: Deliveries will be competed on the same day each week/bi-weekly (every other week) depending on the delivery site. Delivery day will be determined by mutual agreement. Deliveries will be made between 8:00 AM and 3:30 PM. Estimated usages and delivery location details are indicated in the

chart below. Scheduled deliveries that fall on a State Holiday will be required to be delivered the next business day.

DELIVERY LOCATIONS & ACCEPTED DELIVERY TIMES:

Location 1:	Location 2:
Biggs Laboratory Empire State Plaza, P1 South Dock J3 Albany, NY 12237 Deliveries Accepted 8:00 AM to 3:30 PM* <i>*Delivery Vehicles must be checked into facility by 2:45 PM</i> <i>Must place bin on dock for delivery.</i>	David Axelrod Institute 120 New Scotland Avenue Albany, NY 12208 Deliveries Accepted 8:00 AM to 3:30 PM <i>Must place bin on dock for delivery.</i>
Location 3:	Location 4:
Center for Medical Science 150 New Scotland Avenue Albany, NY 12208 Deliveries Accepted 8:00 AM to 3:30 PM <i>Must place bin on dock for delivery.</i>	Griffin Laboratory 5568 State Farm Road Slingerlands, NY 12159 Deliveries Accepted 8:00 AM to 3:30 PM <i>*No Dock Available</i> <u>Must place bin on ground level surface for delivery</u>

ESTIMATED USAGES:

Delivery Location	Facility Name	Estimated Annual Usage lbs.	Estimated Number of Bins
1	Biggs Laboratory	36,000	1/week
2	David Axelrod Institute	36,000	1/week
3	Center for Medical Science	18,000	1/biweekly
4	Griffin Laboratory	18,000	1/biweekly
1,2,3 or 4	Emergency	3,600	6/year
1,2,3 or 4	Special Use and Shutdowns	10,800	18/year
	Estimated Usage Total	122,400	

Emergency Situations, Special Use and Scheduled Power Shutdowns: Upon request, the Contractor will be required to deliver Dry Ice Pellets in up to three, wheel mounted, bins.

Emergency Situations: During such events the Contractor must be able to deliver the requested number of filled bins on wheels within 8 hours and be able to deliver during off hours, including nights, weekends, and holidays. DOH Wadsworth will adjust facility delivery times as deemed necessary.

- **Special Use and Scheduled Power Shutdown:** DOH Wadsworth will notify Contractor a minimum of 7 days prior to special use situations and scheduled shutdowns. Delivery of the requested number of filled bins will be required on a regularly scheduled business day.

4. ADMINISTRATIVE INFORMATION

The following administrative information will apply to this IFB. Failure to comply fully with this information may result in disqualification of your bid.

4.1. Restricted Period

“Restricted period” means the period of time commencing with the earliest written notice, advertisement, or solicitation of a Request for Proposals (“RFP”), Invitation for Bids (“IFB”), or solicitation of proposals, or any other method for soliciting a response from Bidders intending to result in a procurement contract with DOH and ending with the final contract award and approval by DOH and, where applicable, final contract approval by the Office of the State Comptroller.

This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement. Violation of any of the requirements described in this Section may be grounds for a determination that the bidder is non-responsible and therefore ineligible for this contract award. Two violations within four years of the rules against impermissible contacts during the “restricted period” may result in the violator being debarred from participating in DOH procurements for a period of four years.

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies a designated contact on face page of this IFB to whom all communications attempting to influence this procurement must be made.

4.2. Questions

There will be an opportunity available for submission of written questions and requests for clarification pertaining to this IFB. All questions and requests for clarification of this IFB should cite the relevant IFB number, section and paragraph number where applicable, and must be submitted via email to robert.miller@health.ny.gov. It is the bidder’s responsibility to ensure that emails containing written questions and/or requests for clarification is received at the above address no later than the Deadline for Submission of Written Questions as specified in [Section 1](#) Calendar of Events. Questions received after the deadline may **not** be answered.

4.3. Right to Modify IFB

DOH reserves the right to modify any part of this IFB, including but not limited to, the date and time by which bids must be submitted and received by DOH, at any time prior to the Deadline for Submission of Bids listed in [Section 1](#) Calendar of Events. Modifications to this IFB shall be made by issuance of amendments and/or addenda.

If the bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this IFB, the Bidder shall immediately notify the Designated Contact listed on page one of this IFB of such error in writing and request clarification or modification of the document.

If, prior to the Deadline for Submission of Bids, a bidder fails to notify DOH of a known error or an error that reasonably should have been known, the bidder shall assume the risk of bidding. If awarded the contract, the bidder shall not be entitled to additional compensation by reason of the error or its correction.

4.4. Purchase Orders

Purchase orders are effective and binding upon the contractor’s receipt.

In event of a conflict between the purchase order document and any referenced documents contained within the purchase order, bidder agrees to comply with [Attachment M](#) (Notice to Vendors). The order of precedence shall be as follows:

1. Appendix A, Standard Clauses for New York State Contracts
2. Purchase Order document
3. Any agency specific standard clauses
4. Agency solicitation document or specifications
5. Vendor's offer / bid proposal

4.5. Quantities

The quantities listed are estimated only and are based upon the quantities required for a one-year period. However, the contract shall be for the amount actually ordered during the contract period. The NYS Department of Health reserves the right to increase or decrease quantities as it deems necessary.

4.6. Minimum Order

There is no minimum order.

4.7. Price Changes

First year pricing will be based upon the bid price submitted in response to this IFB.

Pricing for years 2 through 5 of the contract will be determined by the previous year pricing plus an adjustment of the less of three percent (3%) or the percent change in the Producer Price Index (PPI) for Industrial Gas Manufacturing: Carbon Dioxide (PCU3251203251204) as published by the United States Bureau of Labor Statistics, Washington, D.C., 20212 for the twelve (12) month period ending three (3) calendar months prior to the anniversary date for the preceding twelve-month period.

In no event shall more than one request for a price increase be considered during any single year period. Rate decreases are not capped and will be allowed at any time. Rate increases may not exceed three percent.

Requests for increase during years 2 through 5 must be submitted 60 days prior to the yearly anniversary of the approved contract start date.

No additional charges, including fuel surcharges and hazardous material (HAZMAT) handling charges, etc. will be allowed during the entire contract period.

4.8. Request for Change

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing prior to effectuation. Such requests are subject to approval by the State Comptroller.

4.9. Termination

The NYS Department of Health reserves the right to cancel the contract upon 30 day written notice for: (1) Unavailability of Funds; (2) Cause; (3) Convenience. Failure of the contractor to provide the required goods in accordance to the contract, the NYS Department of Health reserves the right to cancel the contract upon 30 day written notice. If the agreement is terminated, the NYS Department of Health shall be liable only for payment of goods received prior to the effective date of termination.

4.10. Payment

The contractor shall submit invoices and/or vouchers to the State's designated payment office. The Preferred Method is to Email a .pdf copy of your signed voucher to the BSC at:

AccountsPayable@ogs.ny.gov with a subject field; Subject: Unit ID: 3450297; Contract # PA37607.

The Alternate Method is to Mail vouchers to BSC at the following U.S. postal address:

**NYS Department of Health
Unit ID 3450297
c/o NYS OGS BSC Accounts Payable
Building 5, 5th Floor
1220 Washington Ave.
Albany, NY 12226-1900**

Payment for invoices and/or vouchers 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 Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at <http://osc.state.ny.us/vendors/epayments.htm> by email at epayments@osc.state.ny.us or by telephone at 518-474-6019. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above. Additional information can be found at <http://www.osc.state.ny.us/epay>.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9 must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at http://osc.state.ny.us/vendor_management/forms.htm.

Completed Substitute W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

Payment of such invoices and/or vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law.

Note: Payments cannot be processed by the NYS Department of Health until the contract items have been delivered in satisfactory condition. Payment will be based on an invoice used in the supplier's normal course of business and must contain sufficient data including, but not limited to, contract number., purchase order number, description of material, quantity, unit and price per unit, as well as NYS Vendor ID.

4.11. Executive Order No. 177 (EO 177) Certification

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, Bidders responding to this IFB must submit a completed and signed [Attachment K](#) (EO 177 Certification) to certify that the Bidder does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

4.12. Equal Employment Opportunity (EEO) Reporting

By submission of a bid in response to this solicitation, the Bidder agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. Additionally, the successful bidder will be required to certify they have an acceptable EEO (Equal Employment Opportunity) policy statement.

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.

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, 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.

To ensure compliance with this Section, the Bidder should submit with the bid or proposal an Equal Employment Opportunity Staffing Plan [Attachment E](#) (Form #4) identifying the anticipated work force to be utilized on the Contract. Additionally, the Bidder should submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement [Attachment F](#) (Form # 5), to DOH with their bid or proposal.

4.13. Sales and Compensating Use Tax Certification (Tax Law, § 5-a)

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to an offerer meeting the registration requirements but who is not so registered in accordance with the law.

The successful Bidder must file a properly completed Form ST-220-CA with the Department of Health 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's website, available through this link: https://www.tax.ny.gov/pubs_and_bulls/tg_bulletins/st/section_5a.htm

Forms are available through these links:

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

4.14. Workers' Compensation and Disability Benefits Certifications

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that DOH shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with DOH, successful Bidders will be required to verify for DOH, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518) 486-6307. Failure to provide verification of either of these types of insurance coverage by the time contracts are ready to be executed will be grounds for disqualification of an otherwise successful Bid.

ONE of the following forms as Workers' Compensation documentation:

4.14.1. Proof of Workers' Compensation Coverage:

- Form C-105.2: Certificate of Workers' Compensation Insurance issued by private insurance carrier (or Form U-26.3 issued by the State Insurance Fund); or
- Form SI-12: Certificate of Workers' Compensation Self-Insurance (or Form GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance); or
- Form CE-200: Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

ONE of the following forms as Disability documentation:

4.14.2. Proof of Disability Benefits Coverage:

- Form DB-120.1: Certificate of Disability Benefits Insurance; or
- Form DB-155: Certificate of Disability Benefits Self-Insurance; or
- Form CE-200: Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

Further information is available at the Workers' Compensation Board's website, which can be accessed through this link: <http://www.wcb.ny.gov>.

4.15. Subcontracting

Bidders may propose the use of a subcontractor. The Contractor shall obtain prior written approval from NYSDOH before entering into an agreement for services to be provided by a subcontractor. The Contractor is solely responsible for assuring that the requirements of the IFB are met. All Contractors shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of the prime contract, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the agreement between the DOH and the Contractor. DOH reserves the right to request removal of any Bidders staff or Subcontractor's staff if, in DOH's discretion, such staff is not performing in accordance with the agreement. Subcontractors whose contracts are valued at or above \$100,000 will be required to submit the Vendor Responsibility Questionnaire upon selection of the prime contractor.

4.16. DOH's Reserved Rights

The Department of Health reserves the right to:

1. Reject any or all bids received in response to the IFB;
2. Withdraw the IFB at any time, at the agency's sole discretion;
3. Make an award under the IFB in whole or in part;
4. Disqualify any bidder whose conduct and/or bid fails to conform to the requirements of the IFB;
5. Seek clarifications and revisions of bids;
6. Use bid information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the IFB;
7. Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct bidders to submit bid modifications addressing subsequent IFB amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful bidder within the scope of the IFB in the best interests of the state;
13. Conduct contract negotiations with the next responsible bidder, should the Department be unsuccessful in negotiating with the selected bidder;
14. Utilize any and all ideas submitted in the bids received;
15. Every offer shall be firm and not revocable for a period of three hundred and sixty-five days (365) from the bid opening, to the extent not inconsistent with section 2-205 of the uniform commercial code. Subsequent to such three hundred and sixty-five days (365), any offer is subject to withdrawal communicated in a writing signed by the bidder; and,
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's bid and/or to determine an bidder's compliance with the requirements of the solicitation.

4.17. Freedom of Information Law ("FOIL")

All bids may be disclosed or used by DOH to the extent permitted by law. DOH may disclose a bid to any person for the purpose of assisting in evaluating the bid or for any other lawful purpose. All bids will become State agency records, which will be available to the public in accordance with the Freedom of Information Law. **Any portion of the bid that a Bidder believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the bid as directed in [Section 5.1.6 of the IFB](#).** If DOH agrees with the proprietary claim, the designated portion of the bid will be withheld from public disclosure. Blanket

assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

4.18. Lobbying

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, made significant changes as it pertains to development of procurement contracts with governmental entities. These changes include:

- a) making the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- b) requiring the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- c) requiring governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- d) authorizing the New York State Commission on Public Integrity, (now New York State Joint Commission on Public Ethics), to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- e) directing the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
- f) requiring the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment; (Bidders responding to this IFB should submit a completed and signed [Attachment G](#) (Prior Non-Responsibility Determination).
- g) increasing the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
- h) establishing the Advisory Council on Procurement Lobbying.

Subsequently, Chapter 14 of the Laws of 2007 amended the Lobbying Act of the Legislative Law, particularly as it related to specific aspects of procurements as follows: (i) prohibiting lobbyists from entering into retainer agreements on the outcome of government grant making or other agreement involving public funding; and (ii) reporting lobbying efforts for grants, loans and other disbursements of public funds over \$15,000.

The most notable, however, was the increased penalties provided under Section 20 of Chapter 14 of the Laws of 2007, which replaced old penalty provisions and the addition of a suspension option for lobbyists engaged in repeated violations. Further amendments to the Lobbying Act were made in Chapter 4 of the Laws of 2010.

Questions regarding the registration and operation of the Lobbying Act should be directed to the New York State Joint Commission on Public Ethics.

4.19. State Finance Law Consultant Disclosure Provisions

In accordance with New York State Finance Law Section 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.

The successful bidder for procurements involving consultant services must complete a "State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term" in order to be eligible for a contract.

The successful winning bidder must also agree to complete a "State Consultant Services Form B, Contractor's Annual Employment Report" for each state fiscal year included in the resulting contract. This report must be submitted annually to the Department of Health, the Office of the State Comptroller, and Department of Civil Service.

State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report may be accessed electronically at:

<http://www.osc.state.ny.us/agencies/forms/ac3271s.doc>

<http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>.

4.20. Debriefing

Once an award has been made, bidders may request a debriefing of their bid. Please note the debriefing will be limited only to the vendor's bid and will not include any discussion of other bids. Requests must be received no later than fifteen (15) business days from date of award or non-award announcement.

4.21. Protest Procedures

In the event unsuccessful bidders wish to protest the award resulting from this IFB, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the Guide to Financial Operations (GFO). Available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

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

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

4.23. Piggybacking

New York State Finance Law section 163(10)(e) (see also <http://www.ogs.ny.gov/BU/PC/SFL.asp>) allows the Commissioner of the NYS Office of General Services to consent to the use of this contract by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor's consent.

4.24. Encouraging Use of New York Businesses in Contract Performance

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. All bidders should complete [Attachment H](#) (Encouraging Use of New York Businesses in Contract Performance), to indicate their intent to use/not use New York Businesses in the performance of this contract.

5. BID FORMAT AND CONTENT

The following includes the requested format and information that should be provided by each Bidder. Bidders responding to this IFB must satisfy all requirements stated in this IFB. All Bidders are requested to submit complete Bid packages. A bid that is incomplete in any material respect may be rejected.

To expedite review of the bids, Bidders are requested to submit bids as summarized in [Attachment B](#) (Bid Package Checklist). This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required, and Bidders are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications.

DOH will not be responsible for expenses incurred in preparing and submitting the Bid Packages. Such costs should not be included in the Bid.

5.1 Bid Package

The purpose of the Bid Package is to demonstrate the qualifications, competence, and capacity of the Bidder to provide the commodity or services contained in this IFB. A Bid Package that is incomplete in any material respect will be eliminated from consideration. The following outlines the required information to be provided, in the following order, by Bidders. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the IFB are subject to verification for accuracy.

Bid Proposal Packages must include the following to be considered for award:

- **5.1.1. Bid Form;** Submit a completed and signed [Attachment C](#) (Bid Form). The Bid Form must comply with the format and content requirements as detailed in this document. Failure to comply with the format and content requirements may result in disqualification.

Bid Proposal Packages should also include the following in their submission:

- **5.1.2. Bidder's Certified Statements;** Submit [Attachment A](#) (Bidder's Certified Statements), which includes information regarding the Bidder. Attachment A must be signed by an individual authorized to bind the Bidder contractually. Please indicate the title or position that the signer holds with the Bidder. DOH reserves the right to reject a bid that contains an incomplete, unsigned or no Attachment A.
- **5.1.3. Bidder's Disclosure of Prior Non-Responsibility Determinations;** Submit a completed and signed [Attachment G](#) (Bidder's Disclosure of Prior Non-Responsibility Determination).
- **5.1.4. Encouraging Use of New York Businesses in Contract Performance;** Submit [Attachment H](#) (Encouraging Use of New York State Businesses in Contract Performance) to indicate which New York State Businesses you will use in the performance of the contract.

- **5.1.5. Vendor Responsibility Attestation and Questionnaire;** Complete, certify, and file a New York State Vendor Responsibility Questionnaire. DOH recommends that vendors 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 at http://www.osc.state.ny.us/vendrep/info_vrsystem.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Vendors 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. Bidder's should complete and submit the Vendor Responsibility Attestation, [Attachment I](#).

- **5.1.6. Freedom of Information Law – Bid Redactions;** Bidders must clearly and specifically identify any portion of the bid that a Bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See [Section 4.17](#).
- **5.1.7. Vendor Assurance of No Conflict of Interest or Detrimental Effect;** Submit [Attachment J](#) (Vendor's Assurance of No Conflict of Interest or Detrimental Effect), which includes information regarding the Bidder, members, shareholders, parents, affiliates or subcontractors. Attachment J must be signed by an individual authorized to bind the Bidder contractually.
- **5.1.8. References;** Provide references using [Attachment E](#) (References) for the verification of at least three years' experience with industrial delivery of Dry Ice Pellets. Provide firm names, addresses, contact names, telephone numbers, and email addresses.
- **5.1.9. Equal Employment Opportunity (EEO) Reporting;** Submit a completed Form #4 and Form #5 as directed in [Attachment F](#).
- **5.1.10. Executive Order No. 177 Certification;** Submit [Attachment K](#) (EO 177 Certification) to certify that the bidder does not have institutional policies or practices that fail to address the harassment and discrimination of any individuals protected status under the Human Rights Law.

Failure to follow these instructions may result in disqualification.

6. BID SUBMISSION

6.1. Submission Requirements

Below outlines the requested format and volume for submission of each part. Bids should be submitted in the form of **SINGLE SIDED, 2 ORIGINALS and 4 COPIES**.

- **6.1.1.** All hard copy bid materials should be printed on 8.5" x 11" white paper (single sided), be clearly page numbered on the bottom of each page with appropriate header and footer information and presented separately in three-ring binders if necessary, A type size of eleven (11) points or larger should be used;
- **6.1.2.** Where signatures are required, the bids designated as originals should have a handwritten signature and be signed in blue ink;
- **6.1.3.** The NYSDOH discourages overly lengthy bids. Therefore, marketing brochures, user

manuals or other materials, beyond that sufficient to present a complete bid, are not desired. Elaborate artwork or expensive paper is not necessary or desired. In order for the NYSDOH to evaluate bids fairly and completely, bids should follow the format described in this IFB and provide all requested information;

- **6.1.4.** Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation team; and

The complete bid must be received by the NYSDOH, no later than the Deadline for Submission of Bids specified in [Section 1](#) Calendar of Events. Late bids will not be considered.

Bids should be submitted in a clearly labeled package, prepared in accordance with the requirements stated in this IFB. Mark the outside envelope of bid as IFB #18825.

Bids must be submitted by U.S. Mail, by courier/delivery service (e.g., FedEx, UPS, etc.) or by hand as noted below, in a sealed package to:

Department of Health IFB #18825 Dry Ice Pellets

U.S. Mail	Courier / Delivery Service / Hand Delivery
Attention: Robert Miller New York State Department of Health Wadsworth Center Laboratories Empire State Plaza Albany, New York 12237 Telephone: 518-474-2950 Email Address: robert.miller@health.ny.gov	Attention: Robert Miller New York State Department of Health Wadsworth Center Laboratories Empire State Plaza P1 Level – Room B776 Albany, New York 12237 Telephone: 518-474-2950 Email Address: robert.miller@health.ny.gov

NOTE: You should request a receipt containing the time and date received and the signature of the receiver for all hand-deliveries and ask that this information also be written on the package(s).

Submission of bids in a manner other than as described in these instructions (e.g., fax, electronic transmission) will not be accepted.

6.2. No Bid Form

Bidders choosing not to bid are requested to complete the No-Bid Form [Attachment D](#).

7. METHOD OF AWARD

At the discretion of the Department of Health, all bids may be rejected. The Department will award one contract as described in this IFB to the responsible and responsive bidder who offers the lowest total bid price.

In the event of a tie, the determining factor(s) for award, will be:

The tied bidders will be given the opportunity to provide their best and final bid price to the Department, and after evaluation of these revised bids, the award will then be made to the lowest bidder.

A completed final version of [Attachment N](#) (Sample Notice of Contract Award) will accompany the winning bidders letter of award notification and will apply to each subsequent state purchase order placed against the approved contract.

7.1. General Information

At the discretion of the Department of Health, all bids may be rejected. The Department of Health will award the contract to the responsible and responsive bidder who offers the lowest total bid.

Bids that do not meet the minimum qualifications will not be considered for award.

Once a bidder is selected, the Department of Health will issue a contract to the vendor. In order to be considered responsible and responsive, the bid must include all Invitation for Bid (IFB) required documents and meet the minimum qualifications as stated in the IFB.

Bidders may be requested by DOH to clarify the contents of their bids. Other than to provide such information as may be requested by DOH, no Bidder will be allowed to alter its bid after the Deadline for Submission of Proposals listed in [Section 1](#) Calendar of Events.

7.2. Submission Review

DOH will examine all bids that are received in a proper and timely manner. The bid containing the lowest total price offered will be further evaluated to determine if it meets all bid submission requirements, as described in [Section 5](#) (Bid Format and Content) and [Section 6](#) (Bid Submission) for award. That process will be followed until an award is made.

7.3. Award Recommendation

The Evaluation Committee will submit a recommendation for award to the responsible and responsive Bidder with the lowest total bid.

The Department will notify the awarded Bidder and Bidders not awarded. The awarded Bidder will enter into a written Agreement substantially in accordance with the terms outlined and provision of the required service and production as specified in this IFB. The resultant contract shall not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the State Comptroller.

8. ATTACHMENTS

- A [Bidder's Certified Statements](#)
- B [Bid Package Checklist](#)
- C [Bid Form](#)
- D [No-Bid Form](#)
- E [References](#)
- F [Attachment F - Equal Employment Opportunity \(EEO\) Reporting Form #4 & Form #5](#)
- G [Bidder's Disclosure of Prior Non-Responsibility Determination](#)
- H [Encouraging Use of New York Businesses in Contract Performance](#)
- I [Vendor Responsibility Attestation](#)
- J [Vendor Assurance of No Conflict of Interest](#)
- K [Executive Order No. 177 \(EO 177\) Certification](#)
- L [Appendix A Standard Clauses For New York State Contracts](#)
- M [Purchase Orders "Notice to Vendors"](#)
- N [Sample PA Contract Notice of Award](#)

ATTACHMENT A

BIDDER'S CERTIFIED STATEMENTS

To be completed and included in the Administrative Package documents.

IFB # 18825 Dry Ice Pellets
1. Information with regard to the Bidder.
A. Provide the Bidder's name, address, telephone number, and fax number.
Name:
Address:
City, State, ZIP Code:
Telephone Number (including area code):
Fax Number (including area code):
B. Provide the name, address, telephone number, and email address of the Bidder's Primary Contact with DOH with regard to this bid.
Name:
Address:
City, State, ZIP Code:
Telephone Number (including area code):
Email Address:
2. By submitting the bid the Bidder acknowledges and agrees to all of the following: [Please note: alteration of any language contained in this section may render your bid non-responsive.]
The Bidder certifies that it can and will provide and make available, at a minimum, all products or services as described in the IFB if selected for award.
Bidder accepts, without any added conditions, qualifications or exceptions, the contract terms and conditions contained in this IFB including any exhibits and attachments.
The bidder is either registered to do business in NYS, or if formed or incorporated in another jurisdiction than NYS, can provide a Certificate of Good Standing from the applicable jurisdiction or provide an explanation, subject to the sole satisfaction of the Department, if a Certificate of Good Standing is not available, and if selected, the vendor will register to do business in NYS.
Bidder certifies that either there is no conflict of interest or that there are business relationships and /or ownership interests for the organization for the above-named organization that may represent a conflict of interest for the organization as a bidder and attached to this form is a description of how the potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided.
A. The Bidder is (check as applicable):

<input type="checkbox"/> A New York State Certified Minority-Owned Business Enterprise <input type="checkbox"/> A New York State Certified Woman-Owned Business Enterprise <input type="checkbox"/> A New York State Certified Minority and Woman-Owned Business Enterprise (Dual Certified) <input type="checkbox"/> None of the above
B. Provide the name, title, address, telephone number, and email address of the person authorized to receive Notices with regard to the contract entered into as a result of this procurement.
Name:
Title:
Address:
City, State, ZIP Code:
Telephone Number (including area code):
Email Address:
c. Bidder's Taxpayer Identification Number:
d. Bidder's NYS Vendor Identification Number; if not enrolled see Section 5.1.5 for details.
By my signature on this Attachment A, I certify to the statements made above and that I am authorized to bind the Bidder contractually. Furthermore, I certify that all information provided in connection with its proposal is true and accurate.

Typed or Printed Name of Authorized Representative of the Bidder

Title/Position of Authorized Representative of the Bidder

Signature of Authorized Representative of the Bidder

Date

ATTACHMENT B

BID PACKAGE CHECKLIST

Please reference [Section 6](#) Bid Submission for the appropriate format and quantities for each proposal submission.

IFB # 18825 Dry Ice Pellets		
FOR THE BID PACKAGE – In accordance with IFB Section 5.1 . Complete and Sign each required document where specified and return with complete Bid Package.		
IFB §	CRITERIA	INCLUDED
§ 5.1.1	Attachment C - Bid Form	<input type="checkbox"/>
§ 5.1.2	Attachment A - Bidder's Certified Statements	<input type="checkbox"/>
§ 5.1.3	Attachment G - Bidders Disclosure of Prior Non-Responsibility Determinations	<input type="checkbox"/>
§ 5.1.4	Attachment H - Encouraging Use of New York Businesses in Contract Performance	<input type="checkbox"/>
§ 5.1.5	Attachment I - Vendor Responsibility Attestation and Questionnaire	<input type="checkbox"/>
§ 5.1.6	Freedom of Information Law - Bid Redactions (If Applicable)	<input type="checkbox"/>
§ 5.1.7	Attachment J - Vendor Assurance of No Conflict of Interest Or Detrimental Effect	<input type="checkbox"/>
§ 5.1.8	Attachment E - References	<input type="checkbox"/>
§ 5.1.9	Attachment F - Equal Employment Opportunity (EEO) Reporting Form #4 & Form #5	<input type="checkbox"/>
§ 5.1.10	Attachment K – Executive Order No. 177 (EO 177) Certification	<input type="checkbox"/>

ATTACHMENT C

BID FORM

PROCUREMENT TITLE: Dry Ice Pellets

IFB # 18825

Dry Ice Pellets Estimated 122,400 Pounds Per Year. Estimated Total Amount 612,000 Pounds Over 5 Years.	
Item Description	Per Pound Price
Dry Ice Pellets	

Bidder is to provide a Dry Ice Pellet price inclusive of all components, including shipping, handling and freight charges as defined within [Section 3.1](#) Bid Requirements.

There is no guarantee of actual order quantities.

Payment shall be based upon the actual amount ordered and received.

Failure to complete and submit this Bid Form with the Bid will result in disqualification.

Signature of Bidder's Authorized Representative

Date

Printed Name of Signatory: _____

Title: _____

Company Name: _____

Email Address: _____

Telephone Number: _____

ATTACHMENT D

NO-BID FORM

PROCUREMENT TITLE: Dry Ice Pellets

IFB # 18825

Bidders choosing not to bid are requested to complete the portion of the form below:

We do not provide the requested services. Please remove our firm from your mailing list.

We are unable to bid at this time because:

Please retain our firm on your mailing list.

(Firm Name)

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(E-mail Address)

FAILURE TO RESPOND TO BID INVITATIONS MAY RESULT IN YOUR FIRM BEING REMOVED FROM OUR MAILING LIST FOR THIS SERVICE.

ATTACHMENT E

REFERENCES

Submit a total of TWO references as defined in [Section 5.1.8](#) using this form.

IFB # 18825 Dry Ice Pellets	
BIDDER NAME:	
REFERENCE COMPANY #1	
Contact Person:	
Address:	
City, State, Zip:	
Telephone Number:	
Email Address:	
Number of years Bidder provided services to this entity:	
Brief description of the services provided:	
REFERENCE COMPANY #2	
Contact Person:	
Address:	
City, State, Zip:	
Telephone Number:	
Email Address:	
Number of years Bidder provided services to this entity:	
Brief description of the services provided:	

ATTACHMENT F

M/WBE Form #4

New York State Department of Health
M/WBE STAFFING PLAN

For project staff, consultants and/or subcontractors working on this grant complete the following plan. This has no impact on MWBE utilization goals, or the submitted Utilization Plan – Form #1. This is for diversity research purposes.

Bidder/ Contractor Name _____

Address _____

STAFF	Total	Male	Female	Black	Hispanic	Asian/ Pacific Islander	Other
Executive/Senior level Officials							
Managers/Supervisors							
Professionals							
Technicians							
Administrative Support							
Craft/Maintenance Workers							
Laborers and Helpers							
Service Workers							
Totals							

(Name and Title)

(Signature)

Date

ATTACHMENT F

M/WBE Form #5

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

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at

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

Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly. 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.

Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

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

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

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

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

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

Name & Title

Signature & Date

ATTACHMENT G

BIDDER'S DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Procurement Title: Dry Ice Pellets

IFB #: 18825

Bidder Name:

Bidder Address:

Bidder SFS Vendor ID #:

Bidder Federal ID#:

Affirmations & Disclosures related to State Finance Law §§ 139-j & 139-k:

Offerer/Bidder affirms that it understands and agrees to comply with the procedures of the Department of Health relative to permissible contacts (provided below) as required by State Finance Law §139-j (3) and §139-j (6) (b).

Pursuant to State Finance Law §§139-j and 139-k, this *Invitation for Bid or Request for Proposal* includes and imposes certain restrictions on communications between the Department of Health (DOH) and an Offerer during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit *bids/proposals* through final award and approval of the Procurement Contract by the DOH and, if applicable, 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/are identified on the first page of this *Invitation for Bid, Request for Proposal, or other solicitation document*. DOH employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the Office of General Services Website at: <http://ogs.ny.gov/acpl/>

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

No

Yes

If yes, please answer the next questions:

1a. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please Check):

No

Yes

1b. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please Check):

No

Yes

1c. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

2a. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please Check):

No

Yes

2b. If yes, please provide details below.

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

(Add additional pages as necessary)

Offerer/Bidder certifies that all information provided to the Department of Health with respect to State Finance Law §139-k is complete, true and accurate.

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(E-mail Add)

ATTACHMENT H

ENCOURAGING USE OF NEW YORK BUSINESSES IN CONTRACT PERFORMANCE

I. Background

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

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

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

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

II. Required Identifying Information

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

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

YES NO

If yes, identify New York State businesses that will be used and attach identifying information. Information should include at a minimum: verifiable business name, New York address and business contact information.

New York Business Identifying Information Business Name	Business Address	Contact Name	Contact Phone	Contact Email Address

ATTACHMENT I

VENDOR RESPONSIBILITY ATTESTATION

To comply with the Vendor Responsibility Requirements outlined in Section [5.1.5](#) Vendor Responsibility Questionnaire, I hereby certify:

Choose one:

An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.

A hard copy Vendor Responsibility Questionnaire is included with this proposal/bid and is dated within the last six months.

A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

ATTACHMENT J

VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT

The CONTRACTOR offering to provide services pursuant to this Contract, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this contract does not and will not create a conflict of interest with nor position the CONTRACTOR to breach any other contract currently in force with the State of New York.

The CONTRACTOR will disclose 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 contractor, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Respondent or former officers and employees of the Contractor or their Affiliates, in connection with your rendering services enumerated in this Contract. If a conflict does or might exist, please attach a description of how you would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts. If no such conflicts exists, please indicate.

In addition, the Contractor 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 Commission on Public Integrity or its predecessor State entities (collectively, "Commission"). If so, attached a brief description indicating how any matter before the Commission was resolved or whether it remains unresolved. If no such action exists, please indicate that as well.

Furthermore, the CONTRACTOR attests that it will not act in any manner that is detrimental to any State project on which the CONTRACTOR is rendering services. Specifically, the CONTRACTOR attests that:

1. The fulfillment of obligations by the CONTRACTOR, as proposed in the response, does not violate any existing contracts or agreements between the CONTRACTOR and the State;
2. The fulfillment of obligations by the CONTRACTOR, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the CONTRACTOR has with regard to any existing contracts or agreements between the CONTRACTOR and the State;
3. The fulfillment of obligations by the CONTRACTOR, as proposed in the response, does not and will not compromise the CONTRACTOR's ability to carry out its obligations under any existing contracts between the CONTRACTOR and the State;
4. The fulfillment of any other contractual obligations that the CONTRACTOR has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
5. During the negotiation and execution of any contract resulting from this RFP, the CONTRACTOR will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the CONTRACTOR will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the CONTRACTOR, nor any former officer or employee of the CONTRACTOR who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and 77.

8. The CONTRACTOR has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

CONTRACTORS responding to this contract should note that the State recognizes that conflicts may occur in the future because a CONTRACTOR may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name: _____

Title: _____

Signature: _____

Date: _____

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

ATTACHMENT K

Executive Order No. 177

EO 177 Certification

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

- The Certification is to be submitted prior to contract award by all successful bidders on all Covered contracts and contract renewals.

ATTACHMENT L

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

October 2019

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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 \$25,000, 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 § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 Part 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 clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-1 and Public Authorities Law § 2879(3)(n)-(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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 §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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 § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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

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

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

ATTACHMENT M

NOTICE TO VENDORS:

All purchase orders from New York State agencies are exempt from certain federal taxes and New York State and local sales taxes pursuant to Articles 28 and 29 of the New York State Tax Law. All such purchase orders must be accepted in lieu of tax-exempt certificates. Taxes from which the State is exempt shall not be included when submitting invoices.

All invoices or State of New York "Claim for Payment" forms submitted for payment must include the vendor's NYS Vendor Identification Number as a reference to the purchase order number that the invoice or claim is charged against. Failure to include these numbers may delay payment.

The contract established by this purchase order is governed by Appendix A, Standard Clauses for All New York State Contracts, which is incorporated herein and made a part hereof, a copy of which is available upon request or at <http://www.ogs.state.ny.us/procurecounc/pdfdoc/appendixa.pdf>. Vendor signifies its acceptance of the terms and conditions of Appendix A by delivery of the goods or services and/or by the acceptance of payment. In event of a conflict between the purchase order document and any referenced documents contained within the purchase order, the order of precedence shall be as follows:

1. Appendix A,
2. Purchase Order document,
3. Any agency specific standard clauses,
4. Agency solicitation document or specifications,
5. Vendor's offer / proposal.

If a Purchase Order is issued pursuant to a contract previously entered into between the vendor and state agency, the terms and conditions of the contract agreement take precedence and supersede any terms and conditions specified on the Purchase Order.

By accepting this Purchase Order the vendor certifies and affirms its understanding of the New York State Procurement Lobbying Law (State Finance Sections 139-j and 139-k).

New York State is an Equal Opportunity/Affirmative Action Employer.

SHIPPING INSTRUCTIONS:

1. Delivered goods must be identical to samples furnished with proposals.
2. Duplicate invoices with shipping receipts attached must be sent to the "Bill To" address shown on the front of this copy.
3. New York State is not liable for over shipments, which will be returned at the vendor's expense.
4. Unless otherwise specified, all shipments are FOB Destination.

SUMMARY OF PROMPT PAYMENT PROVISIONS

Article 11A of the State Finance Law requires New York State to pay vendors in a manner consistent with accepted business practices. Specifically, the law requires that when vendors are not paid within 30 calendar days (excluding legal holidays) after delivering goods/services and a proper invoice, interest will begin to accrue. Interest will be calculated using the "overpayment rate" set by the Commissioner of Taxation and Finance in Section 1096(e) of the New York State Tax Law. Interest will only be paid when it exceeds \$10 per invoice and when payment is made directly by the State rather than through an intermediary organization, such as Trustee for Certificates of Participation, issued pursuant to Article 5-A of the State Finance Law.

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

ATTACHMENT N

NOTICE OF CONTRACT AWARD
Purchase Agreement
 New York State Department of Health

Contract Number PA37067	Title DRY ICE PELLETS	Commodity Group
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Vendor Information

Contractor Name TBD	Web Address	NYS Vendor ID Number	
Address	City	State	Zip Code

Contract Information

Contract Period TBD	Total Contract Value TBD	Contract Approval Date TBD
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Vendor Contact for Placing NYS Contract Orders

Name	Title	E-Mail
Telephone Number	Alternate Telephone	Fax Number

Vendor Contact for Contract Issues

Name	Title	E-Mail
Telephone Number	Alternate Telephone	Fax Number

DOH Contract Contact Information

Name TBD	Title	E-Mail	
Telephone Number (518)	Fax Number (518)	Alternate E-Mail	
Address Wadsworth Center, Empire State Plaza	City Albany	State NY	Zip Code 12237

Contract Items

Catalog Number	Estimated Quantity ¹	Item Description	Unit of Measure	Per Lb. Price
TBD	612,000	Dry Ice Pellets	Pounds	TBD

¹ Estimated Quantities are based on a 5-year contract term.

DETAILED SPECIFICATIONS

This section describes the requirements of the Dry Ice Pellets to be provided by the selected bidder. The selected bidder must be able to provide all requested product and service throughout the five-year contract term.

NYS DOH reserves the right to change, add or remove delivery locations, days and times of delivery, and the number of bins at each facility throughout the contract.

Product or Service Requirement

Bidder will be required to deliver requested Dry Ice Pellets during normal business hours, to four separate DOH Wadsworth Center facility locations. Contractor must be able to perform the following:

- Dry Ice Pellets must be delivered in bins with the following specifications:
 - Specifically purposed for dry ice storage
 - Have a functioning hinged lid and way to secure the lid
 - Be wheel mounted
 - Have volume of approximately 11 cu. ft./approximate capacity of 600 lbs.
 - Have dimensions approximate to:
 - Outside - L43" x W27.5" x H39.5"(not including wheels)
- Dry Ice Pellets must be weighed and recorded by the Contractor at the time of delivery. DOH Wadsworth will audit delivery weights to ensure accuracy of Contractor's chosen method of recording delivered weights.
- The DOH Wadsworth Center reserves the right to reject any employee of the contractor at any time and require their immediate replacement with staff acceptable to the Wadsworth Center Contract Manager.

Estimated Quantities and Delivery Requirements

Deliveries: Deliveries will be completed on the same day each week/bi-weekly (**every other week**) depending on the delivery site. Delivery day will be determined by mutual agreement. Deliveries will be made between 8:00 AM and 3:30 PM. Estimated usages and delivery location details are indicated in the chart below. Scheduled deliveries that fall on a State Holiday will be required to be delivered the next business day.

DELIVERY LOCATIONS & ACCEPTED DELIVERY TIMES:

Location 1:	Location 2:
Biggs Laboratory Empire State Plaza, P1 South Dock J3 Albany, NY 12237 Deliveries Accepted 8:00 AM to 3:30 PM* <i>*Delivery Vehicles must be checked into facility by 2:45 PM</i> <i>Must place bin on dock for delivery.</i>	David Axelrod Institute 120 New Scotland Avenue Albany, NY 12208 Deliveries Accepted 8:00 AM to 3:30 PM <i>Must place bin on dock for delivery.</i>
Location 3:	Location 4:
Center for Medical Science 150 New Scotland Avenue Albany, NY 12208 Deliveries Accepted 8:00 AM to 3:30 PM <i>Must place bin on dock for delivery.</i>	Griffin Laboratory 5568 State Farm Road Slingerlands, NY 12159 Deliveries Accepted 8:00 AM to 3:30 PM <i>*No Dock Available</i> <u>Must place bin on ground level surface for delivery</u>

ESTIMATED USAGES:

Delivery Location	Facility Name	Estimated Annual Usage lbs.	Estimated Number of Bins
1	Biggs Laboratory	36,000	1/week
2	David Axelrod Institute	36,000	1/week
3	Center for Medical Science	18,000	1/biweekly
4	Griffin Laboratory	18,000	1/biweekly
1,2,3 or 4	Emergency	3,600	6/year
1,2,3 or 4	Special Use and Shutdowns	10,800	18/year
	Estimated Usage Total	122,400	

Emergency Situations, Special Use and Scheduled Power Shutdowns: Upon request, the Contractor will be required to deliver Dry Ice Pellets in up to three, wheel mounted, bins.

Emergency Situations: During such events the Contractor must be able to deliver the requested number of filled bins on wheels within 8 hours and be able to deliver during off hours, including nights, weekends, and holidays. DOH Wadsworth will adjust facility delivery times as deemed necessary.

- **Special Use and Scheduled Power Shutdown:** DOH Wadsworth will notify Contractor a minimum of 7 days prior to special use situations and scheduled shutdowns. Delivery of the requested number of filled bins will be required on a regularly scheduled business day.

DELIVERY SCHEDULE

Scheduled weekly deliveries will be established based on Wadsworth Center Facility needs. Additional requests will be called for as needed.

REQUEST FOR CHANGE

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing prior to effectuation. Such requests are subject to approval by the State Comptroller.

APPENDIX A

The contractor agrees to comply with Appendix A New York State Contract Clauses.

CONTRACT PAYMENTS

Payments cannot be processed by the NYS Department of Health until the contract items have been delivered in satisfactory condition. Payment will be based on an invoice used in the supplier's normal course of business; however, such invoice must contain sufficient data including, but not limited to, Contract No., purchase order number, description of material, quantity, unit and price per unit, as well as NYS Vendor ID.

The awarded contractor shall submit invoices and/or vouchers to the State's designated payment office:
Preferred Method: Email a .pdf copy of your signed voucher to the NYS Business Service Center (BSC) at: AccountsPayable@ogs.ny.gov with a subject field as follows: UNIT ID 3450297 (followed by approved PO# or Contract#)

Alternate Method: Mail vouchers to BSC at the following U.S. postal address:

**NYS DOH Unit ID 3450297
BSC Accounts
Payable Building 5,
5th Floor 1220
Washington Ave
Albany, NY 12226-1900**

Payment for invoices and/or vouchers 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 Comptroller's 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 epayments@osc.state.ny.us or by telephone at 518-474-6019. Contractor acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9 must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State
Comptroller Bureau of Accounting
Operations Warrant & Payment
Control Unit 110 State Street, 9th
Floor
Albany, NY 12236

Payment of such invoices and/or vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9 must be on file with the Office of the State Comptroller.

PRICE ADJUSTMENT

First year pricing will be based upon the bid price submitted in response to this IFB.

Pricing for years 2 through 5 of the contract will be determined by the previous year pricing plus an adjustment of the less of three percent (3%) or the percent change in the Producer Price Index (PPI) for Industrial Gas Manufacturing: Carbon Dioxide (PCU3251203251204) as published by the United States Bureau of Labor Statistics, Washington, D.C., 20212 for the twelve (12) month period ending three (3) calendar months prior to the anniversary date for the preceding twelve-month period.

In no event shall more than one request for a price increase be considered during any single year period. Rate decreases are not capped and will be allowed at any time. Rate increases may not exceed three percent.

Requests for increase during years 2 through 5 must be submitted 60 days prior to the yearly anniversary of the approved contract start date.

No additional charges, including fuel surcharges and hazardous material (HAZMAT) handling charges, etc. will be allowed during the entire contract period.

QUANTITIES

The quantities listed are estimated only and are based upon the quantities required for a five-year period. However, the contract shall be for the amount actually ordered during the contract period. The NYS Department of Health reserves the right to increase or decrease quantities as it deems necessary.

MINIMUM ORDER

There is no minimum.

PURCHASE ORDERS

Purchase are effective and binding upon the contractor's receipt.

NOTICE TO VENDORS

The contractor agrees to comply with New York State Purchase Order's Notice to Vendors (AC-130-S).

TERMINATION

The NYS Department of Health reserves the right to cancel the contract upon 30 day written notice for: (1) Unavailability of Funds; (2) Cause; (3) Convenience. Failure of the contractor to provide the required goods in accordance to the contract, the NYS Department of Health reserves the right to cancel the contract upon 30 day written notice. If the agreement is terminated, the NYS Department of Health shall be liable only for payment of goods received prior to the effective date of termination.

TERMS AND CONDITIONS

The contractor agrees to comply with all specifications of *NYS Department of Health # PA37607 and IFB#18825, Dated October 6, 2021.*

ATTACHMENTS

Notice to Vendors
Appendix A