

Division of Enterprise Solutions

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March 29, 2013

INVITATION FOR BID (IFB)

Bid #797Q

PSYCHIATRIST

The Office for People With Developmental Disabilities (OPWDD), Capital District Developmental Disabilities Services Office (DDSO), is soliciting bids for a Psychiatrist for individuals with developmental disabilities. Psychiatry clinics are held weekly for 6-8 hours in the community offices in Corinth, Schuylerville, Fort Edward and Niskayuna. The work schedule is 8 hours per week, one day per week; 9:00 am – 5:00pm. Services are to be effective from August 1, 2013 through July 31, 2018.

Each vendor must inform themselves by personal examination of the specifications, locations, and extent of the proposed service and, by such other means as he may select, of the character, nature, quality and extent of work to be performed and the condition under which the contract is to be executed.

If you wish to submit a bid, please complete and return Exhibit A – Bid Proposal.

The following documents may be required upon award:

- Exhibit B – References
- Exhibit C – Confirmation of Compliance with IFB
- Exhibit D – Certification
- Exhibit E – Sole Proprietors
- Procurement Lobbying Packet
- Vendor Responsibility Questionnaire
- ST-220 TD & CA
- Consultant Disclosure
- HIPAA Agreement

All documents must be received by Thursday, April 25, 2013 prior to the bid opening time of 3:00 P.M. Faxed bids will not be accepted. The bid must be contained in a sealed envelope that specifies “Bid Enclosed” and the bid opening date and time.

The public bid opening will be held

3:00 p.m.

Thursday April 25, 2013

Capital District DDSO
Contract Unit - Building 1, 4th Floor
500 Balltown Road
Schenectady, NY 12304

If you choose to not bid at this time, please complete the enclosed Non-Bid Response Form and return it to this office.

All questions should be submitted in writing by Monday, April 8, 2013, citing the particular bid section and paragraph number to the address indicated above. Answers to all questions of a substantive nature will be given to all Prospective Bidders in the form of a formal addendum which will become part of the ensuing contract.

Questions relative to the Bid Package should be directed to me or Joyce Willi at (518) 370-7541.

Sincerely,

A handwritten signature in cursive script that reads "Stacey Relation". The signature is written in black ink and is positioned above the printed name and title.

Stacey Relation
Contract Management Specialist 1

PROCUREMENT LOBBYING PACKET

You MUST complete and submit with your bid, all forms included in this Procurement Lobbying Packet

Table of Contents:

1. Procurement Lobbying Act
2. Termination Provision
3. Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)
4. Offerer Certification of Compliance with State Finance Law §139-k (5)
5. Offerer Disclosure of Prior Non-Responsibility Determinations

**Procurement Lobbying Act:
(Chapter 1 of the Laws of 2005)**

State Finance Law, Section 139-j and 139-k provides that certain communications between OPWDD and its vendors are limited, and in some instances are prohibited, during the procurement process. An individual or entity (or someone acting on their behalf) is restricted in communicating with OPWDD staff where the purpose of the communication is reasonably considered to be an attempt to influence the procurement. This restriction commences at the earliest moment that OPWDD issues its intent to solicit offers and continues through the final award and approval of the procurement by OPWDD and, if applicable, the Office of the State Comptroller. OPWDD is obligated to identify in its solicitation certain staff who may be contacted during the procurement process. Any contacts to OPWDD other than to those individuals so identified by OPWDD, subject to certain specific exclusions, are prohibited. OPWDD employees are also required to obtain and record certain information when they are contacted during this restricted period and any impermissible contacts must be taken into account prior to the award of the procurement contract. Instances of such impermissible contacts must be referred and an investigation will be undertaken to determine whether there was a knowing and willful violation of these requirements. If there is reason to believe that a violation did in fact occur, then the offending vendor must be so notified and afforded an opportunity to be heard prior to a final determination. If such a violation is found to have occurred there can be a finding of non-responsibility for that vendor and two such findings within a four year period may result in a debarment from further governmental procurement contracts.

Further information about these requirements can be found at:

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

Termination Provision

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

**Offerer's Affirmation of Understanding of and
Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)**

Offerer affirms that it understands and agrees to comply with the procedures of the Office for People With Developmental Disabilities (OPWDD) relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Offerer Certification of Compliance with State Finance Law §139-k (5)

Offerer Certification:

I certify that all information provided to the Office for People With Developmental Disabilities (OPWDD) with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Office for People With Developmental Disabilities (OPWDD) with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Signature

Reporting Form
For Business, Individual or NY State Entity reporting a
“Breach of the Security of the System”
Pursuant to the Information Security Breach
and Notification Act (General Business Law §889-aa;
State Technology Law §208)

Name of Business, Individual or State Entity _____

Date of Discovery of Breach: _____

Estimated Number of Affected Individuals: _____

Date of Notification to Affected Individuals: _____

Manner of Notification: [] written notice
 [] electronic notice (email)
 [] telephone notice

Are you requesting substitute notice? [] Yes [] No (If yes, attach justification)

Content of Notification to Affected Individuals: Describe what happened in general terms and what kind of information was involved. Please attach copy of Notice.

Name of Business or Individual Contact Person: _____

Title: _____

Telephone number: _____

Email: _____

Dated: _____

Submitted by: _____

Title: _____

Address: _____

Email: _____

Telephone: _____ Fax: _____

PLEASE SUBMIT THIS FORM TO ALL THREE (3) STATE AGENCIES as follows:

Fax this form to the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) & Consumer Protection Board (CPB):

CSCIC:

Security Breach Notification-
fax: 518-474-9090

CPB:

Security Breach Notification-
fax: 518-474-2474

and also **Fax & Mail** this form to

Attorney General:

Asst. AG in Charge
Bur. of Cons. Frauds
120 Broadway - 3rd Floor
New York, NY 10271
Fax No: 212-416-6003

**NEW YORK STATE
OFFICE FOR PEOPLE WITH
DEVELOPMENTAL DISABILITIES**

INVITATION FOR BID

NON-BID RESPONSE FORM

NAME OF SERVICE/PROJECT: 797Q
BID/PROJECT NUMBER: Psychiatrist
SITE NAME AND ADDRESS: Capital District DDSO

A required activity of the *Invitation For Bid (IFB)* process is the compiling of a Bidders List. Ideally, this list should incorporate not only those proposals submitted, but also feedback from vendors receiving the *IFB* to determine why proposals were not submitted.

If you are not interested in submitting a bid on the enclosed proposal, please provide a brief explanation: _____

PLEASE KEEP MY FIRM ON YOUR BIDDERS LIST.

PLEASE REMOVE MY FIRM FROM YOUR BIDDERS LIST.

Name of Firm: _____

Address: _____

Phone/Fax: _____

Email address: _____

Signature: _____

THIS FORM MAY BE FAXED TO (518) 370-8068 or mailed to:

OPWDD
Contract Management Unit
Bldg. 1, 4th Floor
500 Balltown Road
Schenectady, NY 12304

Please be advised that **no response** may result in removal of your company from our Bidders List.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

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

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

Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument,

providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
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
<http://esd.ny.gov/MWBE/directorySearch.html>

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

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

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

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

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

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

22. COMPLIANCE WITH NEWYORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

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

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

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

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

APPENDIX A: SUPPLEMENT

The parties to the attached contract agree to be bound by the following, which are hereby made part of said contract:

1. The contractor shall not discriminate against any applicant for services for reasons based upon religion or religious belief. The contractor shall not use any monies received from the State to benefit or inhibit a particular religion or religious belief.

2. The relationship of the contractor to the State is that of an independent contractor and the officers and employees of the contractor shall conduct themselves in a manner consistent with such status, shall neither hold themselves out as nor claim to be officers, employees, or agents of the State by reason thereof, and shall not make any claim, demand or application to or for any right of the State, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.

3. The contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons or property, including death, arising out of or related to the services to be rendered by the contractor. It shall indemnify and hold harmless the State and its officers and employees from any and all claims, suits, actions, damages and costs of every nature and description arising out of or related to the services to be rendered by the contractor or the violation by the contractor, its employees, servants, agents, or contractors, of any law, ordinance, rule or regulation in connection therewith.

4. Neither party shall be liable for losses, defaults, or damages under this contract which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this contract, due to or because of acts of God, the public enemy, earthquake, floods, typhoons, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform, provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party shall resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

5. If any term or provision of the contract shall be found to be illegal or unenforceable, then, notwithstanding, the contract shall remain in full force and effect and such term or provision shall be deemed stricken from the contract.

6. The contractor shall comply with all statutory requirements relating to the confidentiality of information obtained during the performance of the contract.

7. The contractor shall certify that payment requests do not duplicate reimbursement of costs and services received from other sources.

8. Upon termination of the contract, there shall be a reconciliation based upon the services provided by the contractor and the payments made by the State. The contractor shall refund to the State any overpayments made by the State pursuant to the contract.

9. Unless otherwise provided, the contract may be amended, modified, renewed, and/or renegotiated by written agreement of the parties which shall become effective upon approval by the Office of the State Comptroller.

10. Unless otherwise provided, the OPWDD may cancel the contract without cause upon serving thirty (30) days' written notice on the contractor. Cancellation by mutual agreement of all parties to the contract will be allowed subject to documentation in writing.

11. No part of the contractor's income or resources shall be used directly or indirectly for the benefit of, or payment to, any State employee for services provided under this contract other than employees whose names are furnished to the OPWDD and no employee so identified shall receive any benefit or payment under this contract without prior written approval by the OPWDD.

12. This contract contains all the terms and conditions agreed upon by the parties and no statement or representation, oral or written, express or implied, shall be deemed to exist or to bind either party or to vary any of the terms and conditions of the contract.

13. Where applicable, the contractor shall maintain eligibility for reimbursement from any program that provides payment for services and shall apply for and obtain all funds available for the program from any public or private source. Upon request, the OPWDD shall assist in establishing the contractor's eligibility for such funds.

14. General conditions relating to Article 15-A of the Executive Law are set forth in the attached Addendum.

15. A determination of vendor non-responsibility may be cause for termination of the contract.

16. Contractor must comply with the provisions of Mental Hygiene Law Section 16.33 and Executive Law Section 845-b, the regulations related to criminal history record checks adopted by OPWDD in connection with the fingerprinting of certain individuals and the policies and procedures of OPWDD in connection therewith. In particular, any individual employed by or affiliated as a volunteer with a provider of services as defined in Section 1.03(5) of the Mental Hygiene Law who has regular and substantial unsupervised or unrestricted physical contact with people receiving services (such contact hereinafter referred to as "consumer contact") and who hereafter submits or who has submitted an application for employment or otherwise becomes or became affiliated with the Contractor on or after April 1, 2005 (such individual hereinafter referred to as "a subject party") shall be required to consent and submit to a criminal history record check. Upon the completion thereof, the contractor shall deny or hold in abeyance employment or volunteer opportunities involving consumer contact to a subject party when directed to do so by OPWDD and in those instances the contractor shall notify the subject party that his or her criminal history record information is the basis for such action taken by the contractor.

17. The Procurement Lobbying Act is applicable to specified non-grant governmental procurements of

annualized value greater than \$15,000 which are initiated after January 1, 2006.

18. Federal False Claims Act (31 USC Sections 3729-3733) and the New York State False Claims Act (State Finance Law Article XIII, Sections 187-194) – contractor is bound by all of the related laws. The law requires that OPWDD provide its contractors with information about the federal False Claims Act, the New York State False Claims Act, and other federal and State laws that play a role in preventing and detecting fraud, waste and abuse in federal health care programs. This information must include the whistleblower protections that are in these laws. OPWDD must also provide its contractors with information about OPWDD's own policies and procedures for detecting and preventing waste, fraud and abuse. You can find detailed descriptions of these laws, their whistleblower protections and OPWDD's policies on the OPWDD website – (www.opwdd.ny.gov). At the home page, select Information for Providers on the left side of the page, then select False Claims Recoveries. You can also visit the New York State Medicaid Inspector General website at www.omig.state.ny.us to obtain information about these laws. A paper copy of the detailed descriptions of the laws and of OPWDD policies and procedures related to waste, fraud and abuse is available from the OPWDD Contract Management Unit, 3rd floor, 44 Holland Ave., Albany NY 12229-0001. As a contractor of OPWDD, you are required to participate in the reviews and audits described in OPWDD's policies, and to abide by these policies with respect to funding for OPWDD services. You are also required to make the information at the OPWDD website address listed above available to all your employees and to all of your contractors involved in performing work under your contract with OPWDD.

19. Both the United States Department of Health and Human Services and the Office of the Medicaid Inspector General (OMIG) can exclude persons and organizations from federal and State healthcare programs. If this contract is funded through the New York State Medicaid program, the following applies:

For contractors

The contractor represents that:

- (1) The United States Secretary of Health and Human Services has not excluded the contractor from participation in a federal health care program (including the Medicaid program) under 42 U.S.C. §§1320a-7 or 1320a-7a, or excluded the contractor from eligibility to provide services under the Social Security Act on a reimbursable basis under 42 U.S.C. §1320c-5;
- (2) The Secretary of Health and Human Services has not directed the New York State Department of Health or any other New York State government agency to exclude the contractor from participation in a federal health care program (including the Medicaid program) under 42 U.S.C. §§1320a-7(d) or 1320a-7a(a);
- (3) The New York State Medicaid Inspector General has not excluded the contractor from participation in the New York Medicaid program under 18 NYCRR Part 515, and
- (4) No federal or State agency has otherwise excluded the contractor from participation in the New York Medicaid program or excluded the contractor from eligibility to provide services under the Social Security Act or the New York Medicaid program on a reimbursable basis.

If, during the term of this contract, the contractor is excluded from participation in a federal health care program or the New York Medicaid program, or is excluded from eligibility to provide services under the Social Security Act or the New York Medicaid program on a reimbursable basis, under the authorities stated above, this contract shall be immediately terminated.

20. On February 12, 2007 the Diesel Emissions Reduction Act took effect as law. Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL"), it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirements of the law apply to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. As a contract vendor, the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and State or regional public authorities. Therefore, the bidder/contractor hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder/contractor.

21 Notices:

- (1). All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (a) via certified or registered United States mail, return receipt requested;
 - (b) by facsimile transmission;
 - (c) by personal delivery;
 - (d) by expedited delivery service; or
 - (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York, Office for People with Developmental Disabilities (OPWDD)

Name: Stacey Relation
Title: Contract Management Specialist 1
Address: OPWDD, 500 Balltown Road, Contract Unit, Bldg. 1, Schenectady, NY 12304
Telephone Number: (518) 370-7541
Facsimile Number: (518) 370-8068
E-Mail Address: capcontr@opwdd.ny.gov

[Contractor Name]

Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

(2). Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

(3). The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

22. Chapter 1 of the Laws of 2012 amends State Finance Law by adding new section 165-A known as the Iran Divestment Act of 2012. This Act became effective on April 12, 2012 and imposes limitations on vendors that do business with the Iranian energy sector. The Act prohibits, with certain exemptions, state contracts and subcontracts with "persons" engaged in investment activities in the energy sector of Iran. For commodities, services, construction, and printing, the Act requires that bids or offers for and renewals or assignments of, contracts include certification with respect to investment activities in Iran. According to the Act, a person engages in investment activities in Iran if the person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran or is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit for a minimum of 45 days to a person for purposes of providing goods or services in the energy sector of Iran. The Act requires that within 120 days after the effective date of the law (eff. April 12, 2012), the Office of General Services (OGS) develop a list of persons who engage in investment activities in Iran. Any person on the list is deemed non-responsive as defined in State Finance Law section 163. The list will be posted on the OGS website. No person on the list shall be utilized as a contractor or a subcontractor. Exemptions may be granted under certain conditions as denoted in Office of the State Comptroller (OSC) bulletin numbered G-252 issued on 3/2/2012 and available on the OSC website.

April 1, 2012

ADDENDUM TO APPENDIX A: SUPPLEMENT

Authority: Article 15-A of the Executive Law and 5 NYCRR parts 140-144- Standard Clauses for All New York State Office for People with Developmental Disabilities (OPWDD) Contracts

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

- A. The Office For People With Developmental Disabilities is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Office For People With Developmental Disabilities (the “OPWDD”), to fully comply and cooperate with the OPWDD in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this procurement, the OPWDD hereby establishes an overall goal of **20%** for Minority and Women-Owned Business Enterprises (“MWBE”) participation, **12%** for Minority-Owned Business Enterprises (“MBE”) participation and **8%** for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.

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

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the OPWDD for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, grading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall submit an EEO policy statement to the OPWDD within seventy two (72) hours after the date of the notice by OPWDD to award the Contract to the Contractor.
 3. If Contractor or Subcontractor does not have an existing EEO policy statement, OPWDD has provided the Contractor or Subcontractor a model statement (see Form 100 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 4. The Contractor’s EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

- c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form 101 - Staffing Plan

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

D. Form 102 - Workforce Employment Utilization Report ("Workforce Report")

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the OPWDD of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

- E. 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.

IV. MWBE Utilization Plan

A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan prior to the execution of the contract.

B. MWBE Utilization Plan (Form MWBE 103).

1. Contractors are required to submit a Utilization Plan on **Form MWBE 103** with their bid or proposal. Complete the following step to prepare the Utilization Plan:
 - a. list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract;
 - b. insert a description of the contract scope of work which the Contractor intends to structure to increase the participation by NYS Certified minority- and women-owned enterprises on the State contract;
 - c. insert the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State contract which the Contractor intends to be performed by a NYS Certified minority- or women-owned business; and
 - d. Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract Award and during the term of the contract must be reported on a revised MWBE Utilization Plan and submitted to the NYS OPWDD MWBE Program Management Unit.
2. The NYS OPWDD MWBE Program Management Unit will review the MWBE Utilization Plan and will issue the Contractor a written notice of acceptance or deficiency within twenty (20) day of its receipt. A notice of deficiency shall include the:
 - a. list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract;
 - b. name of any MWBE which is not acceptable for the purpose of complying with the MWBE participation goals;
 - c. reasons why it is not an acceptable element of the Contract scope of work which the MWBE Program Management Unit has determined can be reasonably structured by the Contractor to increase the likelihood of participation in the Contract by MWBEs; and
 - d. other information which the MWBE Program Management Unit determines to be relevant to the MWBE Utilization Plan.

3. The Contractor shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to NYS OPWDD MWBE Program Management Unit a written remedy in response to the notice of deficiency.
 - a. If the written remedy that is submitted is not timely or is found to be inadequate, the MWBE Program Management Unit shall notify the Contractor and direct the Contractor to submit, within five (5) business days, a request for partial or total waiver of MWBE participation goals on forms provided by NYS OPWDD MWBE Program Management Unit.
 - b. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
 4. NYS OPWDD MWBE Program Management Unit may disqualify a Contractor as being non-responsive under the following circumstances:
 - a. If a Contractor fails to submit a MWBE Utilization Plan;
 - b. If a Contractor fails to submit a written remedy to a notice of deficiency in a MWBE Utilization Plan;
 - c. If a Contractor fails to submit a request for waiver; or
 - d. If the MWBE Program Management Unit determines that the Contractor has failed to document Good Faith Efforts.
- C. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- D. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OPWDD shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

- A. For Waiver Requests Contractor should use Form 104 – Waiver Request.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete the OPWDD shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the OPWDD, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the OPWDD may issue a notice of deficiency to the Contractor. The contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form 105) to the OPWDD by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages - MWBE Participation

- A. Where OPWDD determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the OPWDD liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the OPWDD, Contractor shall pay such liquidated damages to the OPWDD within sixty (60) days after they are assessed by the OPWDD unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the OPWDD.

Effective April 1, 2012

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

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

MWBE

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

- (1) Active and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to MWBE contractor associations.
- (2) Request a list of State-certified MWBEs from OPWDD and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will e made available in sufficient time for review by prospective MWBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by MWBEs and encourage the formation of joint venture and other partnerships among MWBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to MWBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.
- (6) Ensure that progress payments to MWBEs 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 MWBE 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 martial 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, age, disability, or marital status.

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

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

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

Minority Business Enterprise Liaison

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

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

MWBE Contract Goals

__ 12 ____ % Minority Business Enterprise Participation

__ 8 ____ % Women’s Business Enterprise Participation

EEO Contract Goals

__ 10 ____ % Minority Labor Force Participation

__ 10 ____ %Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

**FORM 100 (MWBE UNIT REVISED: 02/2012)
Effective April 1, 2012**

STAFFING PLAN
Submit with Bid or Proposal – Instructions on page 2

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
Offeror's Name:		<input type="checkbox"/> Offeror
Offeror's Address:		<input type="checkbox"/> Subcontractor Subcontractor's name _____

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

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

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
	EMAIL ADDRESS:	
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed with bid or proposal MWBE 101 (Rev 02/12) Effective April 1, 2012

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (MWBE 101) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

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

RACE/ETHNIC IDENTIFICATION

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

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

OTHER CATEGORIES

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

MWBE UTILIZATION PLAN

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

Offeror's Name:

Address:

City, State, Zip Code:

Telephone No.:

Region/Location of Work:

Federal Identification No.:

Project/Contract No.:

MWBE Goals in the Contract: MBE % WBE %

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

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (MWBE 104).

<p>PREPARED BY (Signature): DATE:</p> <p>NAME AND TITLE OF PREPARER (Print or Type): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.</p>	<p>TELEPHONE NO.: _____ EMAIL ADDRESS: _____</p>	
	<p align="center">FOR MWBE USE ONLY</p>	
	<p>REVIEWED BY: _____</p>	<p>DATE: _____</p>
	<p>UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p> <p>Contract No.: _____ Project No. (if applicable): _____</p> <p>Contract Award Date: _____ Estimated Date of Completion: _____</p> <p>Amount Obligated Under the Contract: _____</p> <p>Description of Work: _____</p> <p>NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p> <p>NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p>	
<p>MWBE 103 (Revised 2/12) Effective April 1, 2012</p>		

Psychiatrist

Capital District DDSO Community Offices & Day Programs

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DETAILED SPECIFICATIONS

Capital District DDSO will pay the following fee-for-service to ensure that the following psychiatric services are completed for individuals enrolled in Capital District DDSO community programs or requesting services from the Office for People With Developmental Disabilities (OPWDD). Contracted services are needed for Albany, Fulton, Montgomery, Rensselaer, Saratoga, Schoharie, Schenectady, Warren & Washington Counties. The majority of services are performed at DDSO community offices in Corinth, Schuylerville, Fort Edward and Niskayuna. There are approximately 150 individuals seen for medication management.

Psychiatry clinics in the community are held weekly for 6-8 hours. The work schedule is 8 hours per week, one day per week; 9:00 am – 5:00pm, with a 30 minute un-paid lunch break.

Travel time or mileage to and from assigned work locations will not be reimbursed.

Minimum Requirements: license to practice medicine in New York State and certification in psychiatry by the American Board of Psychiatry and Neurology, or by a foreign board clearly equivalent; and eligibility for full and unconditional participation in the Medicaid and Medicare programs. Psychiatrist must have at minimum two years experience in the care of individuals with developmental disabilities.

The following psychiatry services are reimbursable at an hourly rate for time spent on site, performing work as described below.

- Reviews psychiatric and medical history of persons assigned for treatment.
- Confers with other physicians, direct care staff, treatment team, other service providers, and family to obtain additional or clarifying information about onset, past treatment responses, patient history, and other factors that may contribute to a person's past and current condition.
- Reviews medical records, including the results of prior examinations and psychiatric evaluations, tests, and treatment.
- Evaluates the effects of other medical and psychiatric treatments on an individual's condition.
- Conducts full psychiatric screenings and evaluations of individuals assigned to their care.
- Clarifies information in case history with appropriate individuals.
- Interviews and evaluates persons assigned to their care by conducting a psychiatric and physical examination and recording results.
- Orders other tests to supplement the examination.
- Prepares a case history and summary of findings.
- Makes or confirms diagnosis of an individual's problems.
- Discusses findings of examinations and tests with the individual, his or her caregivers, treatment team members, and other medical and support personnel and prescribes treatment and different approaches to improve the overall health and well-being of that person.
- Formulates a multi-treatment program for the person.

- Prescribes psychiatric treatment, medications, and other treatments to treat psychiatric and other medical and behavioral problems.
- Assesses individuals for admission to specialized treatment programs and facilities.
- Records individual's specific information, diagnosis, prescriptions, treatment methods, and prognosis.
- Participates in and manages the treatment program.
- Administers treatment and prescribes medication to treat illnesses and disorders.
- Meets with other medical staff, treatment team members, other caregivers, and support staff to evaluate the person's response to treatment, determine and prescribe revisions in the person's treatment program, and approve revisions proposed by treatment team.
- Conducts follow-up examinations, psychiatric evaluations, and tests to determine benefits of overall treatment program and specific treatment modalities and revises treatment program in response to findings.
- Reviews appropriateness and effectiveness of medications and prescribes and authorizes the continued use or revision of prescriptions and dosages.
- Records an individual's treatment, response to treatment and medication, observations, and prognosis.
- Evaluates persons assigned to their care for transfer to other programs, outplacement, and discharge.
- Coordinates activities of other disciplines to ensure that treatment provided to the individual conforms to that prescribed by the psychiatric evaluation.
- Approves persons in their care for discharge from programs or into the community.
- Prepares a discharge summary for those persons released from treatment programs or treatment facilities.
- Meets with individuals prior to discharge to discuss condition and makes recommendations and referrals.
- Works with community service providers, family members, and other caregivers to ensure continuity of treatment when the individual is placed in the community or in a residential facility.
- Consults with psychiatrists and other professionals in the community to ensure the long-term maintenance of treatment gains.
- Records treatments and drugs given and an individual's response to treatment.
- Prepares reports of findings.
- Coordinates and supervises the treatment and care of an assigned group of individuals.
- Reviews individual's records to assure that treatment programs are appropriate, within the normal parameters for the diagnosis, and consistent with patient history.
- Assures that patient records are properly maintained.
- Minimum of one yearly comprehensive evaluation per individual with follow up consultations to be done as needed. Written consults must follow each appointment.

Good communication and listening skills are critical for the proper performance of duties and effectiveness of treatment prescribed and conducted by Psychiatrists. Psychiatrists have frequent oral communications with patients to conduct psychiatric evaluations and individual and group therapy; additionally, they must be able to observe and comprehend non-verbal communications to understand and evaluate patient condition and response to treatment.

Psychiatrists have frequent oral communication with caregivers, patients and their families, treatment team members, and other medical, nursing, and support staff to elicit and clarify information, answer questions, explain conditions and treatment methods, coordinate treatment, give orders for patient care, and provide advice. They must explain complex information so that it is easily understood and comprehended by patients and caregivers, who generally have limited or no understanding of medical science and the field of psychiatry.

Psychiatrists have frequent written communications to prepare psychiatric evaluations, record information about patients and their response to treatment, order treatments and prescriptions, and maintain patient records. In addition, written communications include reports about the treatment programs of the unit, facility, or program, presentations of papers about research and treatment, explanations of new developments in psychiatric care and treatment, and dissemination of procedural, policy, and other information affecting unit and facility operations.

Psychiatrists are legally responsible for the accuracy of psychiatric information that they convey and enter in records.

This agreement makes no guarantee for referral(s) and/or provision of a minimum amount of service(s) in the calendar year.

The Contractor is to provide Capital District DDSO with the following prior to beginning service delivery:

- Current immunizations (Hep B, Varicella)
- Proof of Mantoux test, (Annual PPD).

The successful bidder(s) will be required to comply with reporting and documentation as described in Code 14 NYCRR 624 & 633, including, but not limited to, behavior management, individual's rights and incident reporting.

HIPAA - Effective April 2003, the New York State Office for People With Developmental Disabilities ("OPWDD"), as a covered entity under HIPAA (the federal Health Insurance Portability and Accountability Act), is required to have Business Associate Agreements ("BAA") with third parties that provide services on its behalf that involve the use of "protected health information". For OPWDD, protected health information includes all clinical information maintained pursuant to NYS Mental Hygiene Law Section 33.13. BAA paperwork will be provided to you upon award and shall be completed and returned with the signed contract agreement.

Consultant Disclosure Legislation - Effective June 19, 2006, contractors doing business with the State of New York in a "consulting" capacity will be required to file forms disclosing, by employment category, the number of persons employed by them and their subcontractors (if any)

as a consulting firm or an individual consultant; the number of hours worked; and the monetary compensation received from the State of New York for work performed by these employees. Reporting will be required via the utilization of two separate forms – form “A” and form “B”.

In general, however, form A is filed once upon initial contract award and is used to report “planned employment”. Form B is required annually and reports on “actual employment figures” for the preceding state fiscal year. (The New York State fiscal year commences April 1st and concludes March 31st). Consequently, the first form B report will be for the period of April 1, 2011 – March 31, 2012 and will be due on May 15, 2012.

Invoices

Invoices for payment shall be submitted to:

Capital District DDSO
500 Balltown Road
Schenectady, NY 12304
Fax: (518) 370-7566
Email: odhbusof@opwdd.ny.gov

GENERAL STANDARDS

General Considerations

Exhibit A must be completed and returned in order for your bid to be valid. Exhibits B, C, D, E and F, as well as the Procurement Lobbying Packet, Vendor Responsibility Questionnaire, ST-220 CA & TD, Consultant Disclosure Form A & Acknowledgment, HIPAA Agreement and Addendum to Appendix A: Supplement – MWBE Goals may be required upon award.

Full Service

This is a full service contract. Unless otherwise specified, for the purpose of this contract full service shall mean that the Contractor's bid price includes, but is not necessarily limited to: all labor, all material and supplies, all emergency work and special requests; all administrative, reporting or other requirements, all overhead costs and profit. It shall also include all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. Details of service not explicitly stated in these specifications, but necessarily attendant, are deemed to be understood by the Contractor and herein.

Cost Information

Each bidder must submit cost information using the format provided in EXHIBIT A – BID FORM.

Contract Award

Contract will be awarded to the lowest qualified bidder.

References

Bidders must be capable of providing Psychiatry services in accordance with the specifications. Each bidder must supply three (3) references for similar accounts where such services have been provided. EXHIBIT B - REFERENCES is to be used to document these references.

Termination

The contract may be terminated by the Office for People With Developmental Disabilities (OPWDD) upon thirty (30) days written notice specifying the date upon which such termination shall become effective. OPWDD reserves the right to terminate the contract at any time it deems the successful bidder is unable or incapable of performing their duties to the satisfaction of OPWDD.

Bidder Qualifications and / or Performance Standards

1. The Contractor must be able to demonstrate not less than two (2) years experience in Psychiatry services for people with developmental disabilities.
2. Upon written notification to the contractor, the agency has the option to delete sites being serviced. Contract amount will be adjusted accordingly.
3. OPWDD reserves the right to investigate or inspect at any time whether or not the product, qualifications or facilities offered by the bidder meet the requirements set forth in the contract. Contractor shall at all times during the contract term remain responsible and responsive. A bidder must be prepared, if requested by OPWDD, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production, distribution and servicing of the product offered/bid. If OPWDD determines that the conditions and terms of the bid documents or contract are not complied with, or that items or product proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing or facilities are not satisfactory, or that performance is untimely, OPWDD may reject such bid or terminate the contract. Nothing in the foregoing shall mean or imply that it is obligatory upon OPWDD to make an investigation either before or after award of a contract, but should such investigation be made, it in no way relieves the bidder from fulfilling all requirements and conditions of the contract.
4. Each bidder must be able to prove to OPWDD that it has and does successfully and satisfactorily provide services comparable to the requirements set forth within these specifications. Completion of the reference forms included with the bid documents shall serve as initial proof of this experience. OPWDD reserves the right to contact references to obtain additional information. Bidders must supply references from customers for whom they've provided services comparable to the services being bid and the references must contain information regarding the quality of the work performed and the reliability of the vendor. References must be obtained from customers who are not related to or personal friends of the bidder.
5. Bidders who have previously held a comparable contract with OPWDD within the past three (3) years do not need to submit reference forms. They will be evaluated on the basis of the services provided to OPWDD, although OPWDD reserves the right to request other references and additional information.
6. Each bidder is responsible for carefully reviewing the specifications contained in this proposal. OPWDD will make no allowance or concession to a bidder for any alleged misunderstanding or discrepancy because of quantity, character, location, or other conditions.
7. Each bidder must inform himself by personal examination of the specifications, location, and extent of the proposed service and, by such other means as he may select,

of the character, nature, quality, and extent of the work to be performed and the condition under which the contract is to be executed.

8. The Contractor shall possess at no cost to OPWDD the necessary qualifications, permits and licenses required to perform the specified services in compliance with all State, Federal, and local laws and regulations.
9. The Contractor shall have in force during the contract period insurance as follows:

Commercial and professional liability \$1,000,000 combined (bodily injury and property damage) single limit per occurrence, and \$2,000,000 aggregate.

Workers' Compensation and Disability insurance as required by the laws of the State of New York. The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State.

Proof of Workers' Compensation and Disability coverage must be on one of the following forms:

WC & DB: CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Coverage.

Applicants eligible for exemptions must file a new CE-200 **for each and every new or renewed permit, license or contract** issued by a government agency. Each CE-200 will specifically list the issuing government agency and the specific contract requested by the applicant. **CE-200 forms are ONLY valid for the government agency listed on Form CE-200.**

The reason that a business is exempt from workers' compensation and/or disability benefits will be clearly stated on Form CE-200; **or**

WC: C-105.2 Certificate of Workers' Compensation Insurance. The business's insurance carrier will send this form to the government entity upon the business's request. Please note: The State Insurance Fund provides its own version of this form, the U-26.3; **or**

WC: SI-12 Certificate of Workers' Compensation Self-Insurance, or GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance.

Please note: ACORD forms are not acceptable proof of workers' compensation coverage.

DB: DB-120.1, Certificate of Disability Benefits. The business's insurance carrier will send this form to the government entity upon request; **or**

DB: DB-155, Certificate of Disability Benefits Self-Insurance.

Proof of said insurance naming OPWDD as a certificate holder must be submitted with the signed contract.

10. The Contractor shall hold OPWDD harmless against any suit, action, claim, demand, lien, loss, damage, fine, judgment, or decree, also any expense connected with the services performed by any employee of the Contractor. The Contractor shall be liable for any damage to the building or its equipment caused by activities of his employees.
11. It is understood and agreed that the Contractor is acting as an independent contractor and not as an agent or employee of the Agency in the performance of the agreement. The Contractor hereby agrees to assume all responsibility in the performance of the services covered by the agreement and shall be solely responsible and answerable in damages for any claims resulting therefrom and hereby expressly covenants and agrees to indemnify and hold harmless OPWDD and the State of New York from any and all claims, suits, actions, damages, and costs of every nature and description arising out of or relating to the performance of its services covered by the contract.
12. The workmen to be employed shall possess the qualifications, training, licenses, and permits as may be required within the jurisdiction.
13. The CONTRACTOR shall, unless otherwise specified, furnish all necessary materials, equipment, and supplies required and/or so specified to accomplish the work described in this contract.
14. All costs associated with responding to this IFB are entirely the responsibility of the bidder and shall not be reimbursed by OPWDD. No claim will be made against OPWDD for any costs incurred by the bidder for the proposal preparation.
15. All Bidders and bidder employees must be aware of and comply with the requirements of the New York State Public Officers Law, and all other appropriate provisions of New York State law and all resultant codes, rules, and regulations from State laws establishing the standards for business and professional activities of State employees and governing the conduct of employees of firms, associations, and corporations in business with the State. In signing the bid, each bidder guarantees knowledge and full compliance with those provisions for any dealings, transactions, sales, contracts, services, offers, relationships, etc. involving the State and /or State employees. Failure to comply with those provisions may result in disqualification for the bidding process and in other civil or criminal proceedings as required by law.

Reserved Rights

OPWDD reserves the right to:

1. Reject any or all proposals 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 proposal fails to conform to the requirements of the IFB;
5. Investigate qualifications of all bidders and their workmen on other work projects, in order to assess their ability to perform the work required and to evaluate the Contractor(s) personnel and methods of operation to ascertain that it can effectively perform the duties required;
6. Request the dismissal of any contractual employee who violates the safety and security rules and regulations of OPWDD or who in any way may be considered a hindrance to quality consumer care;
7. Use proposal 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;
8. Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information as it becomes available;
9. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent IFB amendments;
10. Change any of the scheduled dates;
11. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
12. Waive any requirements that are not material;
13. Negotiate with the successful bidder within the scope of the IFB in the best interest of the State;
14. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
15. Utilize any and all ideas submitted in the proposals received;
16. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; and,
17. 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 an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

18. Cancel this contract without reason, provided that the Contractor is given at least thirty (30) days notice of its intent to cancel. This provision should not be understood as waiving OPWDD's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.
19. Stop the work covered by this proposal and the contract at any time that it is deemed the successful bidder is unable or incapable of performing the work to their satisfaction. In the event of such stopping, OPWDD shall have the right to arrange for the completion of the work in such a manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety shall be liable to the State of New York for any such cost on account thereof. In the event that OPWDD stops the work as provided thereof, together with the reason thereof, the Contractor shall have ten (10) working days to respond thereto before any such stop order shall become effective.

Contract Terms

1. Unless modified as provided herein, this contract shall begin on August 1, 2013 and end on July 31, 2018. The State shall have the right to terminate this contract early for convenience. The State may only invoke its right to terminate for convenience on July 31, 2014 and on each subsequent anniversary date of the contract (except for the contract expiration date), provided that the State has given written notice to the contractor no later than 30 days prior to the anniversary date. If the contract is not terminated, prices will be adjusted as of August 1, 2014 and on each subsequent anniversary, except for the contract termination date in accordance with the change in the National Consumer Price Index for Wages (CPI-W, unadjusted, US city average, all items index), published by the United States Bureau of Labor Statistics for the preceding twelve (12) month service period ending one hundred twenty (120) days prior to the anniversary date, or a five (5%) percent maximum escalation rate, whichever is less. CPI-W adjustment may result in an increase or decrease in contract amount. In the event that such index should be discontinued or materially altered in method of compilation, the figure to be used on each renewal anniversary shall be the applicable figure taken from the Index in general use, which is most closely comparable to such Consumer Price Index for Wages. The contractor has the sole responsibility to submit invoices at OPWDD approved adjusted rate, after the approved rates are issued by OPWDD.
2. The Contractor is required to complete the entire work or any part thereof as the case may be, to the satisfaction of OPWDD in strict accordance with the specifications.

Confidentiality

1. The bidder shall treat all information, in particular information relating to OPWDD service recipients and providers, obtained by it through its performance under

contract, as confidential information, to the extent that confidential treatment is provided under New York State and Federal law, and shall not use any information so obtained in any manner except as necessary to the proper discharge of its obligations and securement of its rights hereunder. Bidder is responsible for informing its employees of the confidentiality requirements of this agreement.

2. The bidder and OPWDD agree that all communications, until the effective date of the contract, shall be made in confidence, shall be used only for purposes of the contract, and that no information shall be disclosed by the recipient party except as required by Federal or State law. Upon approval of the contract by the OSC, all terms of the contract become available to the public.

General Contract Provisions

1. Subcontracting by the Contractor will not be permitted by OPWDD under the terms of this contract without the prior written consent of the Business Officer.
2. Prevailing Wage – the Contractor agrees to comply with all State and Federal laws and regulations relating to the payment of prevailing wage. If Prevailing Wages apply under Article 8 every contractor and subcontractor shall submit to the department of jurisdiction within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll records (Section 220, subd 3-a New York State Labor Laws).

NOTE: Prevailing wage rates will be determined annually on July 1 of each year and are effective through June 30. Vendors will be responsible to pay the newly determined rates each year. The DOL website contains a location for vendors to enter their specific PRC number to find the correct wage rates for their contracts.

3. The quality of service shall be subject to inspection by OPWDD at any time. Should it be found that quality of the service being performed is not satisfactory, and that the requirements of the specifications are not being met, OPWDD will notify the Contractor of these deficiencies in writing, and it shall be its responsibility to make the necessary corrections within thirty (30) days after receipt of such notice. In the event that the deficiencies have not been corrected within thirty (30) days, OPWDD may terminate the contract and employ a Contractor to make corrections at the original bidder's expense.

Method of Award

1. The award shall be made on the basis of lowest price to a responsible and responsive offerer or, in the case of multiple awards, to the lowest price offerers meeting all terms and conditions.

Late Bids

1. A late bid will be considered if: (1) its arrival at the place designated after the time specified can be shown by documentary or other proofs to be due to mishandling of the Office for People With Developmental Disabilities (OPWDD), and, (2) that absent such mishandling, the bid would have arrived timely. Delays in the Mail or any other means of transmittal, including couriers or agents of the State, other than employees of OPWDD will not suffice to excuse late arrival.
2. A late bid not eligible for consideration will be returned unopened with notification of the reason for its refusal.

Withdrawal of Bid

1. A bid may be withdrawn at any time prior to the time specified for receipt of bid.
2. Not more than five calendar days after the bid opening, a low bidder may request the withdrawal of its bid based on a mistake. The request must be submitted on company letterhead and signed by an authorized company representative. The Contracting Officer may conduct or have conducted on his/her behalf a fact-finding proceeding to develop information concerning the request for withdrawal.
3. A request for withdrawal of a bid shall be allowed if, before any detrimental change of position by the State occurred, the bidder establishes by clear and convincing evidence all of the following:
 - A. An error, verifiable by written evidence, occurred in the computation of the bid;
 - B. Absent the error the bid would have been at least 10 percent higher;
 - C. The bidder would suffer at least a 10 percent loss on the Contract if required to proceed with the Contract at the price set forth in the bid;
 - D. The absence of negligence in the preparation of the bid. For the purposes of this subparagraph, the inaccurate preparation of an estimate for Work required in the Contract Documents may constitute negligence in the preparation of the bid. Such inaccuracies include but are not limited to the following:
 - I. The omission of quantities for labor or materials.
 - II. The use of erroneous quotations from subcontractors or suppliers.
4. If the bidder fails to meet its burden of evidence, the request to withdraw shall be denied. The bidder will also be held responsible for the additional cost of doing the work. The decision of the Contracting Officer shall be final and conclusive.

5. During the pending decision period on a request to withdraw, the Contracting Officer shall continue with the contract award process as if the bid which is the subject of the request had been withdrawn.
6. No bidder who has made a request to withdraw, whether or not granted, shall be permitted to be considered for award of the Contract which was the subject to the request or on a re-bid subsequent to action on the request.

Inquiries

1. All questions should be submitted in writing, citing the particular bid section and paragraph number. Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid. Answers to all questions of a substantive nature will be given to all Prospective Bidders in the form of a formal addendum which will become part of the ensuing contract.

Designated Contact Person(s) For Inquiries:

Any questions or concerns regarding this procurement should be directed to Stacey Relation or Joyce Willi:

Office for People With Developmental Disabilities
Contract Management Unit
500 Balltown Road
Building 1, 4th Floor
Schenectady, NY 12304
Phone: (518) 370-7342
Fax: (518) 370-8068

Tie Bids

In the event of a tie bid, the contract shall be awarded in order by the following means:

1. The award will be made to the vendor who has the most number of years of satisfactory service with OPWDD.
2. If the tie involves a New York State firm and one whose principal place of business is outside the State of New York, preference shall be given to the New York State firm.
3. If the tie bid involves a certified Minority or Woman owned business enterprise (MWBE), the award shall be made to the certified MWBE.
4. If tie bids cannot be determined by the above methods, the award will be made by random selection.

Debriefings to Unsuccessful Bidders

A debriefing to an unsuccessful bidder in an OPWDD solicitation will be made available to individual bidders on a case by case basis. The debriefing process offered to unsuccessful bidders regarding the procurement serves to illuminate the given bidder's shortcomings with respect to their submitted proposal in an effort to educate them to be successful in future bid submissions to OPWDD/State of New York. Please note that all debriefings must be limited exclusively to the individual bidder's proposal. OPWDD may not discuss a bidder's proposal in comparison to another vendor's proposal. This limitation in discussion of the bidder's proposal is mandated by State Finance Law 163 (9)(e), which prohibits the disclosure of the content of competing offers. To make an appointment for a debriefing, please contact the Contract Unit at (518) 370-7342.

Bid Protests:

Bidders wishing to file protest of the awarding of a bid (s) must notify OPWDD in writing of their intent to protest the award within ten (10) business days of their receipt of notice of non-award. The protest should include the following information:

- Identify the name and number of the IFB and the award date.
- Indicate the bidder's interpretation as to why they feel they were denied the award (i.e. summarize the deficiencies identified during the debriefing) and state their justification for the bid protest.
- Bid protests must be mailed to:

Office for People With Developmental Disabilities
Contract Management Unit
Attn: Stacey Relation
Building 1, 4th Floor
500 Balltown Road
Schenectady, NY 12304

Vendor Responsibility Questionnaire

State agencies are required under Article XI, section 163(3)(a)(ii) of New York State Finance Law to ensure that contracts are awarded to responsible vendors. Such requirements include, but are not limited to, the offerer's qualifications, financial stability, and integrity. A responsibility assessment document may be required upon award. It is entitled the "Vendor Responsibility Questionnaire". It is a required submission for all respondents awarded a contract valued over \$100,000.00 as a function of this IFB.

“Online” Vendor Responsibility Questionnaire (in lieu of the paper questionnaire)

Vendors are recommended to file the Vendor Responsibility Questionnaire (VRQ) online via the New York State VendRep System. Online VendRep System enrollment information is available on the New York State Office of the State Comptroller (OSC) website via the “New York State VendRep System Welcome Package” (Updated November 2010) which is available at the following website address:

<http://www.osc.state.ny.us/vendrep/documents/welcomepkg.pdf>

For VendRep System user assistance and support, the OSC Help Desk may be reached at 866-370-4672 or (518) 408-4672 or by e-mail at ciohelpdesk@osc.state.ny.us

Method of Payment

1. Invoices for payment shall be submitted to OPWDD at the end of each month on a company invoice for goods or services satisfactorily furnished during the month. Contract or Purchase Order Number is to be referenced on all invoices. Sales tax should not be included on invoices. New York State Agencies are tax exempt.
2. These invoices will be processed in accordance with established procedures of OPWDD and the Office of the State Comptroller.
3. The State will pay contractor monthly, within thirty (30) days of receipt of the Contractor's billing, the amount which is legitimately earned by the Contractor, and supported by an itemized accounting of reimbursable costs.

Contract Payments

1. Contractor shall provide complete and accurate billing invoices to the New York State Office for People With Developmental Disabilities (OPWDD) “designated payment office” as specified in the Contract or Contract Amendment to receive payment. Billing invoices submitted to OPWDD must contain all information and supporting documentation required by the Contract, the OPWDD, and the N.Y.S. Office of the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the OPWDD Commissioner or his/her designee when, in his/her discretion, extenuating circumstances prevail.

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://www.osc.state.ny.us/epay/index.htm>, by e-mail at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller’s electronic payment procedures, except where the Commissioner/designee has expressly authorized payment by paper check as set forth above.

**Procurement Lobbying Act:
(Chapter 1 of the Laws of 2005)**

State Finance Law, Section 139-j and 139-k provides that certain communications between OPWDD and its vendors are limited, and in some instances are prohibited, during the procurement process. An individual or entity (or someone acting on their behalf) is restricted in communicating with OPWDD staff where the purpose of the communication is reasonably considered to be an attempt to influence the procurement. This restriction commences at the earliest moment that OPWDD issues its intent to solicit offers and continues through the final award and approval of the procurement by OPWDD and, if applicable, the Office of the State Comptroller. OPWDD is obligated to identify in its solicitation certain staff who may be contacted during the procurement process. Any contacts to OPWDD other than to those individuals so identified by OPWDD, subject to certain specific exclusions, are prohibited. OPWDD employees are also required to obtain and record certain information when they are contacted during this restricted period and any impermissible contacts must be taken into account prior to the award of the procurement contract. Instances of such impermissible contacts must be referred and an investigation will be undertaken to determine whether there was a knowing and willful violation of these requirements. If there is reason to believe that a violation did in fact occur, then the offending vendor must be so notified and afforded an opportunity to be heard prior to a final determination. If such a violation is found to have occurred there can be a finding of non-responsibility for that vendor and two such findings within a four year period may result in a debarment from further governmental procurement contracts.

Further information about these requirements can be found at:

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

Termination Provision

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

EXHIBIT A – BID FORM

**Psychiatrist
NYS OPWDD - Capital District DDSO**

AWARD WILL BE MADE ON BASIS OF LOWEST HOURLY RATE

Hourly Rate for scheduled services:

\$ _____

Print Name

Offerer Signature

Title

Address

Phone

Fax

Email

Federal Employer Identification Number

EXHIBIT B - REFERENCES

Bidders must supply three (3) references from customers for whom they've provided services comparable to the services being bid and the references must provide information regarding the quality of the work performed and the reliability of the vendor. References must be obtained from customers who are not related to or personal friends of the bidder. Completion of this reference form shall serve as initial proof of the required experience.

Reference #1: Name and address of reference site.

Name _____

Address _____

Contact Name & Phone _____

Reference #2: Name and address of reference site.

Name _____

Address _____

Contact Name & Phone _____

Reference #3: Name and address of reference site.

Name _____

Address _____

Contact Name & Phone _____

Company Name: _____

Signature & Title: _____

Bidders who have previously held a comparable contract with the DDSO within the past 3 years do not need to submit this reference form. They will be evaluated on the basis of the service provided to the DDSO, although the DDSO reserves the right to request other references and additional information.

EXHIBIT C - CONFIRMATION OF COMPLIANCE WITH IFB

The undersigned confirms that it has read the IFB, understands it, and agrees to be bound by the conditions of the IFB.

Company Name

Authorized Representative

Title

Address

Phone

Federal Employer Identification Number

Number of Years in Business _____

Attach One of the Following:

- Certificate of Incorporation (include amendments and receipt of filing)
- Certificate of Conducting Business as Partners (certified copy)
- Certificate of Conducting Business as a Sole Proprietor (certified copy)
- D/B/A Certificate

Signature

Date

EXHIBIT D – CERTIFICATION

**“NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MacBRIDE FAIR EMPLOYMENT PRINCIPLES”**

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

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

1. have business operations in Northern Ireland Yes No

If yes:

2. shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles. Yes No

CERTIFICATION

The bidder signs below in full knowledge and acceptance of the provision of this Attachment, including the "MacBride Fair Employment Principles", the "Waiver of Immunity Clause", the "Non-collusive bidding certification", and the "Non-discrimination clauses".		
Firm Name		Typed or Printed Name of Bidder
Date	Official Title	Signature

EXHIBIT E- SOLE PROPRIETORS

Complete this form only if your company is a Sole Proprietorship

1. Are you a current employee of the State of New York?

YES or NO

If yes, you must provide authorization from your employing agency to perform "Outside Activities", or submit a written statement from an authorized agency representative indicating that it is not agency policy to require prior authorization.

2. Do you have any day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors?

YES or NO

If yes, you must provide proof of Workers' Compensation Insurance. If you have any questions regarding the requirements of Workers' Compensation, please contact the Workers' Compensation Board at 1-866-298-7830.

Federal Identification Number: _____

Company Name: _____



**NEW YORK STATE OFFICE OF THE STATE COMPTROLLER
SUBSTITUTE FORM W-9:
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION**

TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION.

Part I: Vendor Information

1. Legal Business Name:

2. If you use a DBA, please list below:

3. Entity Type (Check one only):

Sole Proprietor
 Partnership
 Limited Liability Co.
 Business Corporation
 Unincorporated Association/Business
 Federal Government
 State Government
 Public Authority
 Local Government
 School District
 Fire District
 Other _____

Part II: Taxpayer Identification Number (TIN) & Taxpayer Identification Type

1. Enter your TIN here: (*DO NOT USE DASHES*)

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2. Taxpayer Identification Type (check appropriate box):

Employer ID No. (EIN)
 Social Security No. (SSN)
 Individual Taxpayer ID No. (ITIN)
 N/A (Non-United States Business Entity)

Part III: Address

1. Physical Address:

Number, Street, and Apartment or Suite Number

2. Remittance Address:

Number, Street, and Apartment or Suite Number

City, State, and Nine Digit Zip Code or Country

City, State, and Nine Digit Zip Code or Country

Part IV: Exemption from Backup Withholding and Certification

For payees exempt from Backup Withholding, check the box below. Valid explanation required for exemption. See instructions.

Exempt from Backup Withholding

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. Under penalties of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number (TIN).

Sign Here:

Signature

Date

Print Preparer's Name

Phone Number

Email Address

Part V: Contact Information – Individual Authorized to Represent the Vendor

Vendor Contact Person: _____

Title: _____

Contact's Email Address: _____

Phone Number: () _____

DO NOT SUBMIT FORM TO IRS - SUBMIT FORM TO NYS OFFICE OF THE STATE COMPTROLLER

FOR OSC USE ONLY

NYS Office of the State Comptroller Instructions for Completing Substitute W-9

New York State (NYS) must obtain your correct Taxpayer Identification Number (TIN) to report income paid to you or your organization. NYS Office of the State Comptroller uses the Substitute Form W-9 to obtain certification of your TIN in order to ensure accuracy of information contained in its payee/vendor database and to avoid backup withholding.¹ We ask for the information on the Substitute Form W-9 to carry out the Internal Revenue laws of the United States. You are required to give us the information.

Any payee/vendor who wishes to do business with New York State must complete the Substitute Form W-9. Substitute Form W-9 is the only acceptable documentation. We will not accept IRS Form W-9.

Part I: Vendor Information

1. **Legal Business Name:** For individuals, enter the name of the person who will do business with NYS as it appears on the Social Security card or other required Federal tax documents. An organization should enter the name shown on its charter or other legal documents that created the organization. Do not abbreviate names.
2. **DBA (Doing Business As):** Enter your DBA name.
3. **Entity Type:** Mark the Entity Type doing business with New York State.

Part II: Taxpayer Identification Number (TIN) and Taxpayer Identification Type

1. **Taxpayer Identification Number:** Enter your nine-digit Social Security Number, Individual Taxpayer Identification Number (ITIN)² or Employer Identification Number.
2. **Taxpayer Identification Type:** Mark the type of identification number provided.

Part III: Address

1. **Physical Address:** List the location of where your business is physically located.
2. **Remittance Address:** List the location where payments should be delivered.

Part IV: Exemption from Backup Withholding and Certification

Generally, reportable payments made by New York State are subject to Backup Withholding. Exemption from Backup Withholding applies to government and non-United States Business Entities³. Please sign, date, provide the preparer's name, telephone and email address. The preparer should be employed by your organization.

Part V: Contact Information

Please provide the contact information for an executive at your organization. This individual should be a person who makes legal and financial decisions for your organization.

¹ According to IRS Regulations, OSC must withhold 28% of all payments if a payee/vendor fails to provide OSC its certified TIN. The Substitute Form W-9 certifies a payee/vendor's TIN.

² An ITIN is a nine-digit number used by the United States Internal Revenue Service for individuals not eligible to obtain a Social Security Number, but are required to file income taxes. To obtain an ITIN, submit a completed W-7 to the IRS. The IRS will notify you in writing within 4 to 6 weeks about your ITIN status. In order to do business with New York State, **you must submit IRS Form W-8** along with our Substitute Form W-9 showing your ITIN. IRS Form W-8 certifies your foreign status. To obtain IRS Forms W-7 and W-8, call 1-800-829-3676 or visit the IRS website at www.irs.gov.

³ In order to do business with New York State, **you must submit IRS Form W-8** along with our Substitute Form W-9. IRS Form W-8 certifies your foreign status and exempts you from United States information return reporting and backup withholding rules. To obtain IRS Form W-8, call 1-800-829-3676 or visit the IRS website at www.irs.gov.