# Attachment 15 - General Information for Successful Bidders

## A. Contracting Terms/State Payment

If you are awarded a contract, you will be required to submit certain forms and comply with the following information:

1. Cost of Proposal Preparation:

The Department will not be liable for any costs of work performed in the preparation and production of a proposal, or for any work performed prior to the formal execution of a contract. By submitting a proposal, the bidder agrees not to make any claims for, or have any right to, damages because of any misunderstanding or misrepresentation of the specifications, or because of any misinformation or lack of information. The Proposals shall become the property of the State of New York.

2. Assurances:

The applicant warrants that it has carefully reviewed the needs of the State as described in the RFP, its attachments and other communications related to the RFP and that it has familiarized itself with the specifications and requirements of the RFP and warrants that it can provide such services as represented in applicant's proposal. The applicant agrees that it will perform all of its obligations in the resultant contract in accordance with all applicable federal, State, and local laws, regulations and policies now or hereafter in effect.

The applicant affirms that the terms of the RFP and the attachments do not violate any contracts or agreements to which it is a party, and that its other contractual obligations will not adversely influence its capabilities to perform under the contract.

3. Electronic Files or Data:

If electronic files are to be exchanged as a part of this proposal or as a product of the contract, they must conform to agency policy and guidelines.

4. Conflict of Interest:

Applicants may be requested to provide evidence that the award of the contract from this RFP will not result in a conflict of interest with regard either to other work performed by the contractor, or to potential conflict of interest among specific contractor staff or subcontractors.

5. Ownership of Materials:

All materials developed with funding provided by the State and all proposals, work plans and budget become the property of New York State. All materials produced, either in whole or in part, through funding provided by New York State shall belong exclusively to the Department and to the State of New York. The Department may use any of the materials developed with project funds for any Department or other State purpose.

6. Equal Employment Opportunity:

By submission of its bid, the successful applicant warrants that it is an Equal Opportunity Employer and that it does not discriminate in its employment and business practices on any of the bases provided in

the New York State Human Rights law or any applicable federal laws. In addition, the successful applicant agrees to the assurances contained in the attached Federal Certifications- Attachment 8.

7. Prompt Payment Provisions:

The payment of interest on certain payments due and owed by the State may be made in accordance with the criteria established in Article XI-A of the State Finance Law.

8. Contract Award:

Upon receipt of necessary State approvals an award letter will be issued by the Department to the successful applicant advising them of a contract award. A contract defining all deliverables and the responsibilities of the contractor and the Department will then be developed for signature by both parties and for approval and processing in accordance with State policy and practice.

NOTE: The contract does not become legally binding upon the State of New York until it is executed by the Office of the New York State Comptroller.

Compliance with requirement for workers' compensation and disability benefits insurance coverage: After receipt of contract award letter, each successful applicant must provide the Department with proof of compliance with workers' compensation and disability insurance coverage requirements set forth in Sections 57 and 220(8) of the Workers' Compensation Law.

To comply with the coverage provisions of Section 57 businesses must be legally exempt from obtaining workers' compensation insurance coverage; or obtain such coverage from insurance carriers; or be self-insured or participate in an authorized group self-insurance plan. **All successful bidders must provide one of the following forms to the Department:**

- WC/WB 100 Affidavit for New York entities and any out of state entities with no employees, that New York State workers' compensation and/or disability benefits insurance coverage is not required (affidavit must be notarized and stamped as received by the NYS Workers' Compensation Board (WCB));
- WC/WB 101 Affidavit that an out-of-state or foreign employer working in New York State does not require specific New York State workers' compensation and/or disability benefits insurance coverage (affidavit must be notarized and stamped as received by WCB);
- C-105.2 Certificate of workers' compensation insurance (business' insurance carrier should be able to provide this form to the Department);
- SI-12 Certificate of workers' compensation self-insurance (business contacts the WCB's self-insurance office at 518-402-0247); or
- GSI-105.2 Certificate of participation in workers' compensation group self-insurance (business' group self-insurance administrator should be able to provide this form to the Department).

To comply with the coverage provisions of Section 220(8) businesses may: be legally exempt from obtaining disability insurance coverage; obtain such coverage from insurance carriers; or be self-insured. **All successful bidders must provide one of the following forms to the Department:**

WC/WB-100 (noted above)

- WC/WB-101 (noted above);
- DB-120.1 Certificate of disability benefits insurance;
- DB-820/829 Certificate/Cancellation of insurance (business' insurance carrier should be able to provide these forms to the Department); or
- DB-155 Certificate of disability benefits self-insurance (business contacts the WCB's self-insurance office at 518-402-0247).

Contracts will not be forwarded to the successful bidders until they have provided the Department with proof of compliance with workers' compensation and disability insurance coverage requirements set forth above.

9. Publicity:

Publicity includes, but is not limited to, news conferences, news releases, advertising, brochures, reports, discussions and/or presentations at conferences or meetings. The inclusion of NYSDOL materials, agency name, or other such reference to New York State and/or The Department of Labor in any document or forum is considered publicity. News releases or any other public announcements regarding this project may not be released without prior approval from NYSDOL.

10. Freedom of Information Law and Bidder's Proposals:

The purpose of New York State's Freedom of Information Law (FOIL), which is contained in Public Officers Law Sections 84-90, is to promote the public's right to know the process of governmental decision making and to grant maximum public access to governmental records. Thus, a member of the public may submit a FOIL request for contracts awarded by the State or for the proposals submitted to the State in response to Requests for Proposals. After formal contract award, the proposal of the successful bidder and the proposals of non-successful bidders are subject to disclosure under FOIL. However, pursuant to Section 87(2)(d) of FOIL, a State agency may deny access to those portions of proposals or portions of a successful bidder's contract which "are trade secrets or submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Please note that information which you may claim as proprietary, copyrighted or rights reserved is not necessarily protected from disclosure under FOIL.

If there is information in your proposal which you claim meets the definition set forth in Section 87(2)(d), you must so inform us in a letter accompanying your proposal.

11. Americans with Disabilities Act (ADA):

The successful bidder shall comply with all applicable requirements of the Americans with Disabilities Act (ADA), codified at Title 42 of the United States Code, section 12101 et seq. and associated regulations, including, but not limited to, those located in 28 C.F.R. Part 36. The successful bidder shall comply with all applicable requirements of the New York State Human Rights Law, codified in the Executive Law sections 290 - 301 and applicable regulations implemented pursuant to that law. The successful bidder shall warrant to the Department that the successful bidder is in compliance with both the ADA and its regulations and the New York State Human Rights Law and its regulations.

Any products developed as a result of this RFP must be in a format that can be converted for use by individuals with disabilities to meet the reasonable accommodation standards established by the American with Disabilities Act

12. Compliance with New York State Policy and Law:

All work conducted under this contract must be in compliance with the Department's policies and procedures set forth in New York State Department of Labor's General Terms and Conditions in Attachment 10. In addition, the successful bidder must agree to the terms specified in the document entitled "Standard Clauses for all New York State Contracts," in Attachment 8.

13. Responsibility Determination:

Article 11 of the New York State Finance Law requires that competitive bids be awarded to responsive and responsible bidders. In order to fulfill this requirement, you must complete the "Vendor Responsibility Applicant Questionnaire" (Attachment 2). By signing the bid proposal, you hereby authorize the Department to review any records in its possession concerning your organization including, but not limited to, wage records, unemployment insurance records, public works records, labor standards and safety and health records. Based on the responses you provide, the Department will determine whether you and/or your organization is a responsible applicant. If you are disqualified based on a determination of non-responsibility, you will be notified in writing and may appeal the determination in writing within 10 days to the Commissioner. If you fail to identify a violation and the Department discovers the failure to disclose such violation, your contract may be terminated immediately upon written notice.

14. Contract Modification:

The contract budget can be modified, upon mutual agreement of the parties, during any term by written amendment.

15. Contract Cancellation:

The Department reserves the right to cancel the contract or any part thereof, at any time, upon thirty (30) days written notice. If, in the judgment of the Department, the Contractor fails to perform the work in accordance with the contract, the Department may terminate the contract immediately by written notice for cause. The Department may elect to suspend contract performance or provide a cure period prior to termination.

16. Reservation Clauses

The Department, in order to serve the best interests of the State, reserves the right to:

- Postpone or cancel this RFP upon notification to all applicants.
- Amend the specifications after their release with appropriate notice to all applicants.
- Request applicants to present supplemental information clarifying their proposal, either in writing or in formal presentation.
- Waive or modify minor irregularities in proposals received after prior notification to the bidder.
- To correct any arithmetic errors in any proposal.

- Reject any and all proposals received in response to this RFP.
- Contact applicant's references as a check on qualifications.
- Award the contract to other than the lowest applicant.
- Award contracts to more than one applicant.
- Negotiate with selected applicant prior to contract award.
- Negotiate with the next highest rated applicant if negotiating a contract with the selected applicant(s) cannot be accomplished within an acceptable time frame. (No applicant will have any rights against the Department arising from such negotiations).
- Make any payment contingent upon the submission of specific deliverables.
- Require that all offers are held open for a period of 120 days unless otherwise expressly provided for in writing