

ATTACHMENT – MODEL LANGUAGE

1. General Responsibility Language

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by [the Head of State Agency/Authority] or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

2. Suspension of Work (for Non-Responsibility)

The [Head of State Agency/Authority] or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the [Head of State Agency/Authority] or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

3. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate [Agency/Authority] officials or staff, the Contract may be terminated by [Head of State Agency/Authority] or his or her designee at the Contractor's expense where the Contractor is determined by the [Head of State Agency/Authority] or his or her designee to be non-responsible. In such event, the [Head of State Agency/Authority] or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.