



# Office of General Services

## DIVISION OF FINANCIAL ADMINISTRATION

### **ADDENDUM #4**

Invitation for Bid # 2226

Date: November 18, 2019

Subject: Revisions and Clarifications

Title: Window Washing Services at New York State Capital Region Facilities

Bid Due Date: **November 27, 2019 @ 2:00 pm**

Address Bids to: Sean Jones  
Division of Financial Administration  
NYS Office of General Services  
32<sup>nd</sup> Floor, Corning Tower  
Empire State Plaza  
Albany, New York 12242  
IFB# 2226

To prospective proposers: This addendum is being issued to provide revisions to Section 1.3 Key Events and clarifications regarding Prevailing Wage Rates.

#### **Revisions:**

**R1:** Section 1.3 Key Events is hereby deleted in its entirety and replaced with the following:

### **1.3 Key Events**

The Table below outlines the schedule for important action dates.

OGS Issues Invitation for Bid (IFB) for Window Washing	September 20 <sup>th</sup> , 2019
Mandatory Site Visit for Lot 1	October 16 <sup>th</sup> , 2019 @ 9:00 am
Mandatory Site Visit for Lot 2	October 16 <sup>th</sup> , 2019 @ 11:00 am

Mandatory Site Visit for Lot 3	October 17 <sup>th</sup> , 2019 @ 9:00 am
Deadline for Submission of Bidder Questions	October 24 <sup>th</sup> , 2019
OGS Issues Responses to Written Questions (estimated)	November 7 <sup>th</sup> , 2019
Bid Due Date/ Bid Opening Date	<b>November 27<sup>th</sup>, 2019 @ 2:00 pm</b>
Contract Start Date	Upon OSC Approval

**Clarifications:**

**C1:** Appendix G: Prevailing Wage Schedule 2018901192 as originally posted contained wages last updated on 07/01/2018. Prevailing wage schedules are updated on an ongoing basis. An updated schedule dated 07/01/2019 can be found attached to this document.

All other terms and conditions remain unchanged.

\*If submitting a proposal, this Addendum #4 for IFB #2226 must contain an original signature, be dated, attached to, and made a part of your proposal.

Company Name \_\_\_\_\_

Address (include City, State, Zip) \_\_\_\_\_

Bidders Name (please print) \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

OGS Finance

Sean Jones, CMS 1  
32nd Fl. Corning Tower  
ESP  
Albany NY 12242

Schedule Year 2019 through 2020  
Date Requested 10/23/2018  
PRC# 2018901192

Location ESP, Smith Building  
Project ID# IFB 2226  
Occupation Type(s) Window Cleaners

### PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2019 through June 2020. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240



# **General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts**

## **Introduction**

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

## **Responsibilities of the Public Agency**

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer (NOTE: The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city).

A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

The Public Agency must include in the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Bureau's "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureau's PW 200.9 form is provided for this purpose.

## **Hours**

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

## **Wages and Supplements**

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

The Commissioner of Labor makes an annual determination of the prevailing rates, which is in effect from July 1st through June 30th of the following year. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us). [www.labor.ny.gov](http://www.labor.ny.gov).

Upon receiving the original schedule, the Public Agency is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

## **Payrolls and Payroll Records**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, canceled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9, Section 237).

## **Withholding of Payments**

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public Agency that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Public Agency shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

## **Summary of Notice Posting Requirements**

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

## **Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

## **Interest and Penalties**

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

## **Debarment**

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

## **Criminal Sanctions**

Willful violations of the Prevailing Wage Law (Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

## **Discrimination**

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

## **Workers' Compensation**

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

### **Unemployment Insurance**

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.





Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

OGS Finance

Sean Jones, CMS 1  
32nd Fl. Corning Tower  
ESP  
Albany NY 12242

Schedule Year 2019 through 2020  
Date Requested 10/23/2018  
PRC# 2018901192

Location ESP, Smith Building  
Project ID# IFB 2226  
Occupation Type(s) Window Cleaners

### Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this building service contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

### Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Occupation(s): _____	
Approximate Starting Date: _____ / _____ / _____	_____	
Approximate Completion Date: _____ / _____ / _____	_____	

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240





New York State Department of Labor  
Bureau of Public Work  
SOBC – Bldg. 12 – Rm. 130  
Albany, NY 12240  
[www.labor.ny.gov](http://www.labor.ny.gov)

## **IMPORTANT NOTICE**

### **Regarding Article 9 Building Service Contract Schedules**

#### **Contracts with PRC#s assigned on or after 8/1/2010:**

- Building Service rates (Article 9) will be determined annually on July 1. They are in effect through June 30 of the following year. Employers must pay the newly determined rates each year.
- Any corrections or updates to the annual determination will be posted to the [DOL website](#) on the first day of each month. Employers are responsible for checking for updates each month and paying these updated rates retroactive to July 1<sup>st</sup>.
- The DOL web site has a [page](#) where employers can enter their specific PRC number to find the correct wage rates for their contracts.

#### **Contracts with PRC#s assigned PRIOR to 8/1/2010:**

- The rates in contracts with PRC#s assigned prior to 8/1/2010 will remain effective and extensions to these contracts WILL NOT require a new schedule.

**This is a change to our prior notice.**

Article 9 wage schedule information is now available [online](#).

## Introduction to the Prevailing Rate Schedule

### Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

### Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

### Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

### Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: \$16.00 per hour wage rate X 8 hours per day = \$128.00; \$128.00 X 5 paid days off = \$640.00; \$640.00 divided by 2080 hours = \$0.31 per hour. The \$0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); If a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

### Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

**NOTE:** For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor  
Bureau of Public Work  
State Office Campus, Bldg. 12  
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

## Albany County Article 9

### Window Cleaners

11/01/2019

**JOB DESCRIPTION** Window Cleaners

**DISTRICT** 10

#### ENTIRE COUNTIES

Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

#### WAGES

Per hour: 07/01/2019

\$ 14.59

#### IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

#### SUPPLEMENTAL BENEFITS

Per hour: \$ 2.18

#### OVERTIME PAY

See (B, B2) on OVERTIME PAGE

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS R&S

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays

- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays
- ( U ) Four times the hourly rate for Holidays
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)



## Holiday Codes

### PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 )        None
- ( 2 )        Labor Day
- ( 3 )        Memorial Day and Labor Day
- ( 4 )        Memorial Day and July 4th
- ( 5 )        Memorial Day, July 4th, and Labor Day
- ( 6 )        New Year's, Thanksgiving, and Christmas
- ( 7 )        Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 )        Good Friday
- ( 9 )        Lincoln's Birthday
- ( 10 )       Washington's Birthday
- ( 11 )       Columbus Day
- ( 12 )       Election Day
- ( 13 )       Presidential Election Day
- ( 14 )       1/2 Day on Presidential Election Day
- ( 15 )       Veterans Day
- ( 16 )       Day after Thanksgiving
- ( 17 )       July 4th
- ( 18 )       1/2 Day before Christmas
- ( 19 )       1/2 Day before New Years
- ( 20 )       Thanksgiving
- ( 21 )       New Year's Day
- ( 22 )       Christmas
- ( 23 )       Day before Christmas
- ( 24 )       Day before New Year's
- ( 25 )       Presidents' Day
- ( 26 )       Martin Luther King, Jr. Day
- ( 27 )       Memorial Day
- ( 28 )       Easter Sunday





New York State Department of Labor - Bureau of Public Work  
State Office Building Campus  
Building 12 - Room 130  
Albany, New York 12240

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

**A. Public Work Contract to be let by:** (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ( )

Fax: ( )

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University  
Construction Fund

☐ 05 Mental Hygiene  
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,  
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State  
(Describe)

3. SEND REPLY TO ☐ (check if new or change)  
Name and complete address:

Telephone:( )

Fax: ( )

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:

Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐ 1. New Building

☐ 2. Addition to Existing Structure

☐ 3. Heavy and Highway Construction (New and Repair)

☐ 4. New Sewer or Waterline

☐ 5. Other New Construction (Explain)

☐ 6. Other Reconstruction, Maintenance, Repair or Alteration

☐ 7. Demolition

☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐ Construction (Building, Heavy  
Highway/Sewer/Water)

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners,  
Elevator Operators

☐ Moving furniture and  
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

10. Name and Title of Requester

Signature





NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE  
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

**For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322**



Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5530	CFM SERVICE CORPORATION INC		P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	DOL		DENNIS DAN OGBEIDE		P.O BOX 50028 BRONX NY 10458	04/24/2018	04/24/2023
DOL	DOL	*****5067	DENOG PROTECTIVE SECURITY SERVICES INC		P. O BOX 50028 BRONX NY 10458	04/24/2018	04/24/2023
DOL	DOL		JOSEPH KLEINPETER	CFM SERVICE CORPORATIO N INC	P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	NYC		ROBERT SARDINA		C/O TRAFFIC MOVING SYSTEM 66 ALEXANDER STREET YONKERS NY 10701	03/31/2015	03/31/2020
DOL	NYC	*****2049	TRAFFIC MOVING SYSTEMS INC		66 ALEXANDER STREET YONKERS NY 10701	03/31/2015	03/31/2020



# Office of General Services

## DIVISION OF FINANCIAL ADMINISTRATION

### **ADDENDUM #3**

Invitation for Bid # 2226

Date: November 13, 2019

Subject: Revision to Addendum 2

Title: Window Washing Services at New York State Capital Region Facilities

Bid Due Date: November 20, 2019 @ 2:00 pm

Address Bids to: Sean Jones  
Division of Financial Administration  
NYS Office of General Services  
32<sup>nd</sup> Floor, Corning Tower  
Empire State Plaza  
Albany, New York 12242  
IFB# 2226

To prospective proposers: This addendum is being issued to provide a revision to addendum 2.

### **Revisions:**

**R1:** Section 2.2.1.2 – Executive Mansion: had a reference error. The error has been corrected below:

Executive Mansion:

138 Eagle St, Albany, NY 12202

The Executive Mansion is listed on the National Register of Historic Places. The windows do not have the ability to open from the inside and **may not** be attempted. The Contractor shall cover and protect all surrounding surfaces and objects in order to avoid damage by spills. The window frames and door frames shall be completely covered to protect against contact with the cleaning products and avoid damage to the bronze/wood materials. Special care must be taken to avoid damaging exterior brick or interior surfaces. Special care must be taken to insure safety of valuable and historical furnishings. Workers must abide by the work rules and schedules set by the Mansion Staff. An escort is required inside building. The Contractor will be required to contact facility prior to work. This building will require an



additional background check by all contractor employees that will work on this building, which will require vetting by the State Police. Other checks may apply. Please see section 2.5 Staffing Requirements.

\*If submitting a proposal, this Addendum #1 for IFB #2226 must contain an original signature, be dated, attached to, and made a part of your proposal.

Company Name \_\_\_\_\_

Address (include City, State, Zip) \_\_\_\_\_

Bidders Name (please print) \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



# Office of General Services

## DIVISION OF FINANCIAL ADMINISTRATION

### **ADDENDUM #2**

Invitation for Bid # 2226

Date: November 7, 2019

Subject: Clarification, Revisions, and Answers to Vendor Questions

Title: Window Washing Services at New York State Capital Region Facilities

Bid Due Date: November 20, 2019 @ 2:00 pm

Address Bids to: Sean Jones  
Division of Financial Administration  
NYS Office of General Services  
32<sup>nd</sup> Floor, Corning Tower  
Empire State Plaza  
Albany, New York 12242  
IFB# 2226

To prospective proposers: This addendum is being issued to provide clarification, revisions, and answers to questions.

#### **Clarification:**

Section 2.7 – Scheduling of Work states “For each lot/location, work will be scheduled pursuant to OGS’s request. Upon receipt of the service request, the Contractor will submit a work plan (Section 2.7.1 Work Plan) within 7 days.”

To clarify, OGS may request service for every location in a lot or for an individual location in a lot. Therefore, bidders are encouraged to price each location without respect to the other locations of a lot.

#### **Revisions:**

**R1:** Section 1.4 – Minimum Bidder Qualifications is hereby deleted in its entirety and replaced with the following:

#### **1.4 Minimum Bidder Qualifications**

Bidders are advised that the State's intent is to ensure that only responsive, responsible, qualified and reliable contractors enter into a contract to perform the work as defined in this document.

**The State considers the following qualifications to be a pre-requisite in order to be considered as a qualified bidder for the purposes of the solicitation.**

The following minimum requirement **must** be met by each bidder for **all** Lots:

Bidder must have experience window cleaning for a minimum of three consecutive years immediately preceding the issuance of this IFB. During these three years, window cleaning must have been bidder's core business function.

The following minimum requirement **must** also be met by bidders bidding on **Lot 1** and **Lot 1a**:

Bidders bidding on Lot 1 and Lot 1a must have experience cleaning windows of at least 3 buildings listed on the National Register of Historic Places.

The State of New York retains the right to request any additional information pertaining to the Contractor's ability, qualifications, and procedures used to accomplish all work under this contract as it deems necessary to ensure safe and satisfactory work.

**R2:** Section 2.2 – Lot Descriptions is hereby deleted and replaced with the attached.

**R3:** IFB Attachment 2 – Service Specifications is hereby deleted and replaced with the attached.

**R4:** IFB Attachment 1- Bid Proposal Form is hereby deleted and replaced with the attached.

**Questions and Answers:**

- Q1.** The Capital, are we only pricing the first 2 floors in the courtyard outside that can be reached from the roof.
- A1.** Please see revisions 1 through 4
- Q2.** Justice Building, Will D.O.L. allow temporary access from roof to clean the top floor windows outside.
- A2.** Vendors/Contractor will be responsible for obtaining any necessary D.O.L. approvals and for following all codes and regulations.
- Q3.** Justice Building, Can you verify the weight limit on the pavers outside of the building.
- A3.** The granite pavers surrounding the Justice Building have a 100 psf **uniform live load** capacity. Small lifts may be driven on the pavers, but the contractor is responsible for working with the Building Manager to obtain authorization from OGS Design and Construction and OGS Real Property and Facility Management. Plywood sheeting must be used to protect the pavers.
- Q4.** Justice Building, Who will be responsible for opening the windows on the sixth floor for cleaning there has been major issues in the past opening and closing those windows.
- A4.** Contractor will be responsible for opening windows on sixth floor if they choose to perform cleaning that way.
- Q5.** East Parking Garage Walkway, Cleaning and sealing of the anodized aluminum frames and glass has been part of the contract in the past does that work still need to be performed.
- A5.** Yes, please see revisions two through four.
- Q6.** Sheridan Hollow Parking Garage, Will D.O.L. allow temporary access from the roof to reach the outside of the upper floors there is no access with a Boom Lift.
- A6.** Please see A2.

All other terms and conditions remain unchanged.

\*If submitting a proposal, this Addendum #1 for IFB #2226 must contain an original signature, be dated, attached to, and made a part of your proposal.

Company Name\_\_\_\_\_

Address (include City, State, Zip)\_\_\_\_\_

Bidders Name (please print)\_\_\_\_\_

Title\_\_\_\_\_

Signature\_\_\_\_\_

Date\_\_\_\_\_

## 2.2 Lot Descriptions

Window washing services shall be provided at the locations stated in the lots below.

Please see map for reference:

<https://empirestateplaza.ny.gov/system/files/documents/2019/06/PlazaLevelMap.pdf>

### 2.2.1 Lot 1 Historic Buildings

1. New York State Capitol:

State St. and, Washington Ave, Albany, NY 12224

The New York State Capitol is a National Historic Landmark. Frames shall be washed clean of accumulated dirt. Special care must be taken to avoid damaging granite exterior, stained and leaded glass windows or historical finish of interior. **The skylights and stained glass will not be included in this bid.** Belt hooks that are attached to the frames of the Capitol windows **are not** to be used in cleaning the glass. **The exterior capital courtyard windows on floors 3-5 are excluded from this lot.**

2. Executive Mansion:

138 Eagle St, Albany, NY 12202

The Executive Mansion is listed on the National Register of Historic Places. The windows do not have the ability to open from the inside and **may not** be attempted. The Contractor shall cover and protect all surrounding surfaces and objects in order to avoid damage by spills. The window frames and door frames shall be completely covered to protect against contact with the cleaning products and avoid damage to the bronze/wood materials. Special care must be taken to avoid damaging exterior brick or interior surfaces. Special care must be taken to insure safety of valuable and historical furnishings. Workers must abide by the work rules and schedules set by the Mansion Staff. An escort is required inside building. The Contractor will be required to contact facility prior to work. This building will require an additional background check by all contractor employees that will work on this building, which will require vetting by the State Police. Other checks may apply. Please see section **Error! Reference source not found.** Staffing Requirements.

### 2.2.2 Lot 1a Capital Courtyard Third Floor Through Fifth Floor:

**This lot is for washing the exterior of courtyard windows on floor three through five. Belt hooks that are attached to the frames of the Capitol windows are not to be used in cleaning the glass. There is no access for lifts. Scaffolding may be brought into courtyard through window.**

### 2.2.3 Lot 2 Special Consideration Downtown Albany locations

1. Alfred E. Smith State Office Building:

South Swan Street, Albany, NY 12242

The building has no permanent rigs or scaffolding system in place. The windows do open.

2. Robert Abrams Building for Law and Justice

State Street, Albany, NY 12223

The building has an additional annex that partially encircles the Vietnam Memorial, on the Concourse level. This annex must be included in the price for this building. The

weight limit for pavers surrounding the building is 100 pounds per square foot. Pavers must be protected with plywood and possibly dunnage to spread out higher concentrated loads.

Bird prevention spikes have also been installed in certain locations around the windowsills. Contractors will not be responsible for reasonable damage to the spikes.

#### **2.2.4 Lot 3 Downtown Albany Locations**

1. Legislative Office Building (LOB)  
198 State St, Albany, NY 12210  
The windows of the Legislative Office Building have been sealed. The outside windows are accessible by a boom lift, however the weight limit for pavers surrounding the building is 100 pounds per square foot. Pavers must be protected with plywood and possibly dunnage to spread out higher concentrated loads. Contractors are to provide their own lifts.
2. Swan Street State Office Building  
S Mall Arterial, Albany, NY 12210

#### ~~3. Empire State Plaza Main Platform~~

~~a. Madison Avenue Exit~~

~~b. Bus Turnaround~~

~~c. Lancaster St. Exit~~

~~d. The Egg~~

#### ~~3. Empire State Plaza North Pavilion (Café)~~

#### ~~4. Empire State Plaza South Pavilion (Children's place at the Plaza)~~

3. East Parking Garage  
129 Hamilton St, Albany, NY 12207

#### ~~4. East Parking Garage Walkway~~ ~~Cleaning includes cleaning and sealing of anodized aluminum window frames.~~

4. Sheridan Hollow Garage  
Sheridan Avenue, Albany, NY

#### **2.2.5 Lot 3a High Frequency Locations**

##### Empire State Plaza Main Platform

- a. Madison Avenue Exit
- b. Bus Turnaround
- c. Lancaster St. Exit
- d. The Egg
- e. The Egg Interior Glass Wall
- f. Empire State Plaza North Pavilion (Café)

- g. Empire State Plaza South Pavilion (Children's place at the Plaza)
- h. East Parking Garage Walkway **Cleaning Only**
- i. East Parking Garage Walkway **Sealing Only**

Note: Multiple high frequency location may be scheduled for the same day upon OGS approval.



**Revised IFB Attachment 1 per Addendum 1**

**BID PROPOSAL FORM**

**LOT 1**

**HISTORIC BUILDINGS**

**Contractor's Name** \_\_\_\_\_

The above Contractor agrees to clean the windows at the Historical Buildings in accordance with the specifications for the prices bid below. Price shall be represented as a per cleaning service that shall be inclusive of all costs including product, travel, licenses, insurance, administrative, profit and other ancillary costs.

**New York State Capital – Albany, NY**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_ x 3 Cleanings = \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_ x 3 Cleanings = \$ \_\_\_\_\_

I. SUBTOTAL New York State Capital (Item 1 + Item 2) \$ \_\_\_\_\_

**Executive Mansion – Albany, NY**

Item 1 - Window Cleaning Outside \$ \_\_\_\_\_ x 3 Cleanings = \$ \_\_\_\_\_

II. SUBTOTAL Executive Mansion (Item 1) \$ \_\_\_\_\_

**GRAND TOTAL:**

LOT 1 – HISTORICAL BUILDINGS (I. + II.) \$ \_\_\_\_\_

Early payment discounts offered \_\_\_\_\_% / \_\_\_\_ days after receipt of proper invoice

\_\_\_\_\_% / \_\_\_\_ days after receipt of proper invoice

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME / TITLE

**Revised IFB Attachment 1 per Addendum 1**

**BID PROPOSAL FORM**

**LOT 1a**

**CAPITAL COURTYARD FLOORS 3 THROUGH 5 EXTERIOR**

**Contractor's Name**\_\_\_\_\_

***NOTE: This Bid Proposal Form must be completed and signed and submitted with three (3) Originals and one (1) exact copy.***

The above Contractor agrees to clean the windows at the Special Consideration Downtown Albany locations in accordance with the specifications for the prices bid below. Price shall be represented as a per cleaning service that shall be inclusive of all costs including product, installation, travel, licenses, insurance, administrative, profit and other ancillary costs.

**New York State Capital Courtyard Floors 3 through 5 – Albany, NY**

Item 1 - Window Cleaning Outside \$\_\_\_\_\_x 3 Cleanings = \$\_\_\_\_\_

**GRAND TOTAL:**

LOT 1a Capital Courtyard Floors 3 through 5 Exterior \$\_\_\_\_\_

Early payment discounts offered \_\_\_\_\_% / \_\_\_\_ days after receipt of proper invoice

\_\_\_\_\_% / \_\_\_\_ days after receipt of proper invoice

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME / TITLE

**Revised IFB Attachment 1 per Addendum 1**

**BID PROPOSAL FORM**

**LOT 2**

**SPECIAL CONSIDERATION DOWNTOWN ALBANY LOCATIONS**

**Contractor's Name** \_\_\_\_\_

The above Contractor agrees to clean the windows at the Special Consideration Downtown Albany locations in accordance with the specifications for the prices bid below. Price shall be represented as a per cleaning service that shall be inclusive of all costs including product, installation, travel, licenses, insurance, administrative, profit and other ancillary costs.

**Alfred E. Smith State Office Building – Albany, NY**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_ x 3 Cleanings = \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_ x 3 Cleanings = \$ \_\_\_\_\_

I. SUBTOTAL Alfred E. Smith State Office Building (Item 1 + Item 2) \$ \_\_\_\_\_

**Robert Abrams Building for Law and Justice – Albany, NY**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_ x 3 Cleanings = \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_ x 3 Cleanings = \$ \_\_\_\_\_

Item 3 – Cleaning of Annex \$ \_\_\_\_\_ x 3 Cleanings = \$ \_\_\_\_\_

II. SUBTOTAL Robert Abrams Building for Law and Justice \$ \_\_\_\_\_

**GRAND TOTAL:**

LOT 2 – Special Consideration Locations (I. + II.) \$ \_\_\_\_\_

Early payment discounts offered \_\_\_\_\_ % / \_\_\_\_\_ days after receipt of proper invoice

\_\_\_\_\_ % / \_\_\_\_\_ days after receipt of proper invoice

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME / TITLE

**Revised IFB Attachment 1 per Addendum 1**

**BID PROPOSAL FORM**

**LOT 3**

**DOWNTOWN ALBANY LOCATIONS**

**Contractor's Name** \_\_\_\_\_

The above Contractor agrees to clean the windows at the Downtown Albany Locations in accordance with the specifications for the prices bid below. Price shall be represented as a per cleaning service that shall be inclusive of all costs including product, installation, travel, licenses, insurance, administrative, profit and other ancillary costs.

**Legislative Office Building – Albany, NY**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_ x 3 Cleanings = \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_ x 3 Cleanings = \$ \_\_\_\_\_

I. SUBTOTAL Legislative Office Building (Item 1 + Item 2) \$ \_\_\_\_\_

**Swan Street Building – Albany, NY**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_ x 3 Cleanings = \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_ x 3 Cleanings = \$ \_\_\_\_\_

II. SUBTOTAL Swan Street Building (Item 1 + Item 2) \$ \_\_\_\_\_

**East Parking Garage**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_ x 3 Cleanings = \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_ x 3 Cleanings = \$ \_\_\_\_\_

III. SUBTOTAL East Parking Garage (Item 1 + Item 2) \$ \_\_\_\_\_

**Sheridan Hollow Garage**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_ x 3 Cleanings = \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_ x 3 Cleanings = \$ \_\_\_\_\_

IV. SUBTOTAL Sheridan Hollow Garage (Item 1 + Item 2) \$ \_\_\_\_\_

**GRAND TOTAL:**

LOT 3 – Downtown Albany Locations (I.+II.+III.+IV. \$\_\_\_\_\_

Early payment discounts offered \_\_\_\_\_% / \_\_\_\_ days after receipt of proper invoice

\_\_\_\_\_ % / \_\_\_\_ days after receipt of proper invoice

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME / TITLE

**Revised IFB Attachment 1 per Addendum 1**

**BID PROPOSAL FORM**

**LOT 3a**

**HIGH FREQUENCY LOCATIONS**

**Contractor's Name** \_\_\_\_\_

The above Contractor agrees to clean the windows at the Downtown Albany Locations in accordance with the specifications for the prices bid below. Price shall be represented as a per cleaning service that shall be inclusive of all costs including product, installation, travel, licenses, insurance, administrative, profit and other ancillary costs.

**Madison Avenue Exit**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_ x 30 Cleanings = \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_ x 30 Cleanings = \$ \_\_\_\_\_

I. SUBTOTAL Madison Avenue Exit (Item 1 + Item 2) \$ \_\_\_\_\_

**Bus Turnaround**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_ x 30 Cleanings = \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_ x 30 Cleanings = \$ \_\_\_\_\_

II. SUBTOTAL Bus Turnaround (Item 1 + Item 2) \$ \_\_\_\_\_

**Lancaster Street Exit**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_ x 20 Cleanings = \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_ x 20 Cleanings = \$ \_\_\_\_\_

III. SUBTOTAL Lancaster Street Exit (Item 1 + Item 2) \$ \_\_\_\_\_

**The Egg Plaza Level**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_ x 20 Cleanings = \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_ x 20 Cleanings = \$ \_\_\_\_\_

IV. SUBTOTAL The Egg (Item 1 + Item 2) \$ \_\_\_\_\_

### **The Egg Interior Glass Wall**

Item 1 - Window Cleaning Side A \$\_\_\_\_\_x 60 Cleanings = \$\_\_\_\_\_

Item 2 - Window Cleaning Side B \$\_\_\_\_\_x 60 Cleanings = \$\_\_\_\_\_

V. SUBTOTAL Egg Glass Wall (Item 1 + Item 2) \$\_\_\_\_\_

### **Empire State Plaza North Pavilion (Café) – Albany, NY**

Item 1 - Window Cleaning Inside \$\_\_\_\_\_x 30 Cleanings = \$\_\_\_\_\_

Item 2 - Window Cleaning Outside \$\_\_\_\_\_x 30 Cleanings = \$\_\_\_\_\_

VI. SUBTOTAL Empire State Plaza North Pavilion (Café) (Item 1 + Item 2) \$\_\_\_\_\_

### **Empire State Plaza South pavilion children's place at the plaza**

Item 1 - Window Cleaning Inside \$\_\_\_\_\_x 30 Cleanings = \$\_\_\_\_\_

Item 2 - Window Cleaning Outside \$\_\_\_\_\_x 30 Cleanings = \$\_\_\_\_\_

VII. SUBTOTAL Empire State Plaza South (Item 1 + Item 2) \$\_\_\_\_\_

### **East Parking Garage Walkway Cleaning**

Item 1 - Window Cleaning Inside \$\_\_\_\_\_x 30 Cleanings = \$\_\_\_\_\_

Item 2 - Window Cleaning Outside \$\_\_\_\_\_x 30 Cleanings = \$\_\_\_\_\_

VIII. SUBTOTAL East Parking Garage Walkway (Item 1 + Item 2) \$\_\_\_\_\_

### **East Parking Garage Walkway Sealing**

Item 1 – Anodized Aluminum Sealing Inside \$\_\_\_\_\_x 10 Sealings = \$\_\_\_\_\_

Item 2 - Anodized Aluminum Sealing Outside \$\_\_\_\_\_x 10 Sealings = \$\_\_\_\_\_

IX. SUBTOTAL East Parking Garage Walkway Sealing (Item 1 + Item 2) \$\_\_\_\_\_

**GRAND TOTAL:**

LOT 3a – High Frequency Locations (I.+II.+III.+IV.+V.+VI.+VII.+VIII.+IX.) \$\_\_\_\_\_

Early payment discounts offered \_\_\_\_\_% / \_\_\_\_ days after receipt of proper invoice

\_\_\_\_\_ % / \_\_\_\_ days after receipt of proper invoice

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME / TITLE



**Revised per IFB 226 Addendum 1**  
**IFB Attachment 2**  
**FACILITY SPECIFICATIONS**

**Lot 1 Historic Buildings**

	# of Floors with Exterior Windows	Total # of Exterior Windows per Floor	Total # of Exterior Bldg. Windows	Last Year Cleaned	Do the Bldg. Windows Open for Cleaning?	Bldg. equipped with Scaffolding Rig?	Estimated Number of Cleanings for Term	Comments
<b>New York State Capital</b>	6	Varies by floor	440	2007	Yes(see comments)	No	3	Some windows open and some do not. Varies by floor. <b>Includes exterior first and second floor windows of courtyard and interior of all courtyard windows</b>
<b>Executive Mansion</b>	5	Varies by floor	175	Unknown	No	No	3	<b>Exterior windows only.</b>

**Lot 1a Capital Courtyard Floors 3 Through 5**

	# of Floors with Exterior Windows	Total # of Exterior Windows per Floor	Total # of Exterior Bldg. Windows	Last Year Cleaned	Do the Bldg. Windows Open for Cleaning?	Bldg. equipped with Scaffolding Rig?	Estimated Number of Cleanings for Term	Comments
<b>New York State Capital Courtyard Floors 3 - 5</b>	3	3 <sup>rd</sup> – 22 4 <sup>th</sup> – 32 5 <sup>th</sup> - 20	74	10 Plus Years Ago	Some do, not many	No	3	<b>Includes the exterior of courtyard windows floors three through five. Some windows open and some do not. Varies by floor. No access for lifts.</b>

## Lot 2 Special Consideration Downtown Albany locations

	# of Floors with Exterior Windows	Total # of Exterior Windows per Floor	Total # of Exterior Bldg. Windows	Last Year Cleaned	Do the Bldg. Windows Open for Cleaning?	Bldg. equipped with Scaffolding Rig?	Estimated Number of Cleanings for Term	Comments
Alfred E. Smith State Office Building	34	Varies	1244	Unknown	yes	No	3	
Robert Abrams Building for Law and Justice	9	60	904	2007	Yes (see comment)	No	3	The windows on floors 8, 6, & 5 open for cleaning only. 8 has a terrace. All figures include the Annex.

## Lot 3 Downtown Albany Locations

	# of Floors with Exterior Windows	Total # of Exterior Windows per Floor	Total # of Exterior Bldg. Windows	Last Year Cleaned	Do the Bldg. Windows Open for Cleaning?	Bldg. equipped with Scaffolding Rig?	Estimated Number of Cleanings for Term	Comments
Legislative Office Building (LOB)	7		784	2007	No	No	3	
Swan Street State Office Building	5	Floors 1-4:112 Floor 5 <sup>th</sup> : 504	992	2007	No	No	3	Total count includes doorways and transom windows, window count by floor does not.
<del>Madison Avenue Exit</del>			<del>3 Windows 14 Doors</del>	<del>2018</del>	<del>No</del>	<del>No</del>	<del>30</del>	
<del>Bus Turnaround</del>			<del>87 Windows 26 Doors</del>	<del>2018</del>	<del>No</del>	<del>No</del>	<del>30</del>	
<del>Lancaster St. Exit</del>			<del>3 Windows 8 doors</del>	<del>2018</del>	<del>No</del>	<del>No</del>	<del>20</del>	

The Egg			14 Windows 8 Doors	2018	No	No	20	
Empire State Plaza North Pavilion (Café)	1	17	17	2007	No	No	6	
Empire State Plaza South	1	17	17	2007	No	No	6	
Pavilion (Children's place at the Plaza)	1	17	17	2007	No	No	6	
East Parking Garage	5	Varies per Floor	251 plus 16 doors	Unknown	No	No	3	
Sheridan Hollow Garage	8		325 plus 5 doors	Unknown	No	No	3	

## Lot 3a High Frequency Locations

	# of Floors with Exterior Windows	Total # of Exterior Windows per Floor	Total # of Exterior Bldg. Windows	Last Year Cleaned	Do the Bldg. Windows Open for Cleaning?	Bldg. equipped with Scaffolding Rig?	Estimated Number of Cleanings for Term	Comments
Madison Avenue Exit			3 Windows 14 Doors	2018	No	No	30	Multiple high frequency location may be scheduled for the same day upon OGS approval.
Bus Turnaround			87 Windows 26 Doors	2018	No	No	30	Multiple high frequency location may be scheduled for the same day upon OGS approval.
Lancaster St. Exit			3 Windows 8 doors	2018	No	No	20	Multiple high frequency location may be scheduled for the same day upon OGS approval.
The Egg Plaza Level			14 Windows 8 Doors	2018	No	No	20	Multiple high frequency location may be scheduled for the same day upon OGS approval.

The Egg Interior Glass Wall	1				No	No	60	Multiple high frequency location may be scheduled for the same day upon OGS approval.
Empire State Plaza North Pavilion (Café)	1	17	17	2007	No	No	30	Multiple high frequency location may be scheduled for the same day upon OGS approval.
Empire State Plaza South Pavilion (Children's place at the Plaza)	1	17	17	2007	No	No	30	Multiple high frequency location may be scheduled for the same day upon OGS approval.
East Parking Garage Walkway Cleaning	1		907	Unknown	No	No	30	<b>Cleaning Only</b> Multiple high frequency location may be scheduled for the same day upon OGS approval.
East Parking Garage Walkway Sealing of Anodized Aluminum	1		907	Unknown	No	No	10	Sealing only



# Office of General Services

## DIVISION OF FINANCIAL ADMINISTRATION

### **ADDENDUM #1**

Invitation for Bid # 2226

Date: October 31, 2019

Subject: Revisions to Key Events

Title: Window Washing Services at New York State Capital Region Facilities

Bid Due Date: **November 20, 2019 @ 2:00 pm**

Address Bids to: Sean Jones  
Division of Financial Administration  
NYS Office of General Services  
32<sup>nd</sup> Floor, Corning Tower  
Empire State Plaza  
Albany, New York 12242  
IFB# 2226

To prospective proposers: This addendum is being issued to provide revisions to Section 1.4 Key Events

#### **Revisions:**

**R1:** Section 1.4 Key Events is hereby deleted in its entirety and replaced with the following:

### **1.4 Key Events**

The Table below outlines the schedule for important action dates.

OGS Issues Invitation for Bid (IFB) for Window Washing	September 20 <sup>th</sup> , 2019
Mandatory Site Visit for Lot 1	October 16 <sup>th</sup> , 2019 @ 9:00 am
Mandatory Site Visit for Lot 2	October 16 <sup>th</sup> , 2019 @ 11:00 am

Mandatory Site Visit for Lot 3	October 17 <sup>th</sup> , 2019 @ 9:00 am
Deadline for Submission of Bidder Questions	October 24 <sup>th</sup> , 2019
OGS Issues Responses to Written Questions (estimated)	<b>November 7<sup>th</sup>, 2019</b>
Bid Due Date/ Bid Opening Date	<b>November 20<sup>th</sup>, 2019 @ 2:00 pm</b>
Contract Start Date	Upon OSC Approval

All other terms and conditions remain unchanged.

\*If submitting a proposal, this Addendum #1 for IFB #2226 must contain an original signature, be dated, attached to, and made a part of your proposal.

Company Name\_\_\_\_\_

Address (include City, State, Zip)\_\_\_\_\_

Bidders Name (please print)\_\_\_\_\_

Title\_\_\_\_\_

Signature\_\_\_\_\_

Date\_\_\_\_\_



**Office of  
General Services**

**Invitation for Bids (IFB) #2226**

**Solicited by the  
New York State Office of General Services  
for  
Window Washing Services  
at  
New York State  
Capital Region Facilities**

**ISSUE DATE: September 20, 2019**

**BID DUE DATE: November 13, 2019 @ 2:00 pm**

**Primary Designated Contact:**

Sean Jones

Voice: 518-486-5582

E-mail: [Sean.jones@ogs.ny.gov](mailto:Sean.jones@ogs.ny.gov)

**Alternate Designated Contact:**

Seth Stark

Voice: 518-486-2823

E-mail: [seth.stark@ogs.ny.gov](mailto:seth.stark@ogs.ny.gov)

**Alternate Designated Contact:**

Mary Slusarz

Voice: 518-474-5981

E-Mail: [mary.slusarz@ogs.ny.gov](mailto:mary.slusarz@ogs.ny.gov)

## **Table of Contents**

<b>1. INTRODUCTION .....</b>	<b>4</b>
1.1 Overview .....	4
1.2 Designated Contact.....	4
1.3 Key Events .....	5
1.4 Minimum Bidder Qualifications.....	5
1.5 Mandatory Site Visit .....	6
1.5.1 Lot 1 Historic Buildings:.....	6
1.5.2 Lot 2 Special Consideration Downtown Albany Locations.....	7
1.5.3 Lot 3 Downtown Albany Locations.....	7
1.6 Glossary of Terms.....	7
<b>2. SCOPE OF WORK .....</b>	<b>8</b>
2.1 Service Requirements.....	8
2.2 Lot Descriptions .....	8
2.2.1 Lot 1 Historic Buildings.....	9
2.2.2 Lot 2 Special Consideration Downtown Albany locations.....	9
2.2.3 Lot 3 Downtown Albany Locations .....	9
2.3 Facility Operating Hours.....	10
2.4 Equipment .....	10
2.5 Staffing Requirements.....	10
2.6 Safety of Work.....	11
2.7 Scheduling of Work .....	11
2.7.1 Work Plan.....	11
2.8 Acceptance.....	12
2.9 Administrative and Reporting Requirements .....	12
2.10 Background Checks .....	13
2.11 Prevailing Wage Rate Advisory Notice .....	15
2.12 OSHA (Occupational Safety & Health Administration) Training Requirements.....	16
2.13 Green Cleaning Requirements (updated 05/23/11) .....	17
2.14 Warrantees.....	19
<b>3. BID SUBMISSION .....</b>	<b>20</b>
3.1 IFB Questions and Clarifications.....	20
3.2 Bid Format and Content .....	20
3.3 Bid Preparation.....	21
3.4 Packaging of IFB Response.....	21
3.5 Instructions for Bid Submission.....	22
<b>4. ADMINISTRATIVE INFORMATION .....</b>	<b>24</b>
4.1 Issuing Office.....	24
4.2 Method of Award .....	24
4.3 Price .....	24
4.4 Term of Contract .....	24
4.5 Price Adjustment (Escalation / De-escalation).....	24
4.6 Method of Payment .....	25



4.7	Electronic Payment .....	26
4.8	Past Practice .....	26
4.9	Exceptions and Extraneous Terms .....	26
4.10	Dispute Resolution .....	26
4.11	Prime Contractor Responsibilities .....	27
4.12	Inspection of Books .....	27
4.13	Rules of Construction .....	27
4.14	Examination of Contract Documents .....	27
<b>5.</b>	<b>CONTRACT CLAUSES AND REQUIREMENTS .....</b>	<b>29</b>
5.1	Appendix A / Order of Precedence .....	29
5.2	Procurement Lobbying Requirement .....	29
5.3	Tax and Finance Clause .....	29
5.4	Freedom of Information Law / Trade Secrets .....	30
5.5	General Requirements .....	30
5.6	Contract Terms.....	31
5.7	Subcontractors .....	31
5.8	Procurement Rights .....	32
5.9	Extent of Services .....	32
5.10	Debriefings .....	32
5.11	Termination .....	33
5.12	NYS Vendor Responsibility .....	33
5.13	New York State Vendor File Registration .....	34
5.14	Ethics Compliance .....	34
5.15	Indemnification .....	34
5.16	Force Majeure .....	35
5.17	Encouraging Use of New York State Businesses in Contract Performance.....	35
5.18	Sexual Harassment Prevention.....	35
Appendix A.....Standard Clauses for New York State Contracts		
IFB Appendix B.....Required Forms		
IFB Appendix C.....Sample Contract		
IFB Appendix D.....Insurance Requirements		
IFB Appendix E.....MWBE goals		
IFB Appendix F.....SDVOB goals		
IFB Appendix G.....Prevailing Wage Schedule # 2018901192		
IFB Attachment 1.....Bid Form		
IFB Attachment 2.....Service Specifications		
IFB Attachment 3.....Site Security Application		

# **1. Introduction**

---

## **1.1 Overview**

The State of New York, Office of General Services (OGS) owns and operates approximately 20 million square feet of office space. To assist in their daily operations, OGS contracts with firms to provide various services.

The intent of this Invitation to Bid is to enter into potentially three contract(s) to clean windows at New York State Capital Region Facilities for a term of five years. This solicitation includes three lots, each unique in the service or type facility. IFB Attachment 2 Service Specifications summarizes lots, facilities, windows to be cleaned, and frequency.

## **1.2 Designated Contact**

In compliance with the Procurement Lobbying Law, Sean Jones, Contract Management Specialist I, NYS Office of General Services, Division of Financial Administration has been designated as the PRIMARY CONTACT for this procurement and may be reached by email or voice for all inquiries regarding this solicitation.

Sean Jones, Contract Management Specialist I  
NYS Office of General Services  
Financial Administration / Agency Procurement Office  
Corning Tower, 32<sup>nd</sup> Floor, ESP  
Albany, New York 12242  
Voice: 1-518-486-5542  
Email: [sean.jones@ogs.ny.gov](mailto:sean.jones@ogs.ny.gov)

In the event the designated contact is not available; the Alternate Designated Contacts are:

Seth Stark, Contract Management Specialist II  
NYS Office of General Services  
Financial Administration – Agency Procurement Office  
Corning Tower, 32<sup>nd</sup> Floor, ESP  
Albany, New York 12242  
Voice: 1-518-486-2823  
Email: [seth.stark@ogs.ny.gov](mailto:seth.stark@ogs.ny.gov)

Mary Slusarz, Contract Management Specialist III  
NYS Office of General Services  
Financial Administration/ Agency Procurement Office  
Corning Tower, 32<sup>nd</sup> Floor, ESP  
Albany, New York 12242  
Voice: 1-518-474-5981  
Email: [mary.slusarz@ogs.ny.gov](mailto:mary.slusarz@ogs.ny.gov)

For inquiries related specifically to Minority Women-Owned Business Enterprises (MWBE) provisions of this procurement solicitation, the designated contact is:

Alice M. Roberson, Assistant Director  
NYS Office of General Services  
Minority and Women-Owned Business Enterprises  
Corning Tower, 29<sup>th</sup> Floor, ESP  
Albany, NY 12242

Voice: 1-518-408-8678

Email: [alice.roberson@ogs.ny.gov](mailto:alice.roberson@ogs.ny.gov)

For inquires related specifically to Service Disabled Veteran Owned Businesses (SDVOB) provisions of this procurement solicitation, the designated contact is:

Anthony Tomaselli, Assistant Director  
NYS Office of General Services  
Division of Service-Disabled Veterans' Business Development  
Corning Tower, 32<sup>nd</sup> Floor, ESP  
Albany, New York 12242  
Voice: 1-518-474-2015  
Email: [anthony.tomaselli@ogs.ny.gov](mailto:anthony.tomaselli@ogs.ny.gov)

### 1.3 Key Events

The Table below outlines the schedule for important action dates.

OGS Issues Invitation for Bid (IFB) for Window Washing	September 20 <sup>th</sup> , 2019
Mandatory Site Visit for Lot 1	October 16 <sup>th</sup> , 2019 @ 9:00 am
Mandatory Site Visit for Lot 2	October 16 <sup>th</sup> , 2019 @ 11:00 am
Mandatory Site Visit for Lot 3	October 17 <sup>th</sup> , 2019 @ 9:00 am
Deadline for Submission of Bidder Questions	October 24 <sup>th</sup> , 2019
OGS Issues Responses to Written Questions (estimated)	October 31 <sup>st</sup> , 2019
Bid Due Date/ Bid Opening Date	November 13 <sup>th</sup> , 2019 @ 2:00 pm
Contract Start Date	Upon OSC Approval

### 1.4 Minimum Bidder Qualifications

Bidders are advised that the State's intent is to ensure that only responsive, responsible, qualified and reliable contractors enter into a contract to perform the work as defined in this document.

**The State considers the following qualifications to be a pre-requisite in order to be considered as a qualified bidder for the purposes of the solicitation.**

The following minimum requirement **must** be met by each bidder for **all** Lots:

Bidder must have experience window cleaning for a minimum of three consecutive years immediately preceding the issuance of this IFB. During these three years, window cleaning must have been bidder's core business function.

The following minimum requirement **must** also be met by bidders bidding on **Lot 1**:

Bidders bidding on Lot 1 must have experience cleaning windows of at least 3 buildings listed on the National Register of Historic Places.

The State of New York retains the right to request any additional information pertaining to the Contractor's ability, qualifications, and procedures used to accomplish all work under this contract as it deems necessary to ensure safe and satisfactory work.

## 1.5 Mandatory Site Visit

Bidders intending to submit a bid will be required to attend (a) mandatory site visit(s) for each of the lots they will be bidding. Site visits will include an informational meeting and a tour of the building on the dates and times indicated in Section 1.3 Key Events. These are the only dates and times available for inspection. Alternate dates for additional site visits **will not** be available.

Attendees will be required to sign in and provide basic company and contact information. This information will be used to verify attendance and to communicate any changes to the solicitation (addenda). Therefore, it is imperative that the provided information be legible and accurate. **Failure to attend the mandatory site visit will result in rejection of the bid.**

The facilitator of the event will publicly announce the official start time of the site visit, which announcement shall be made no sooner than the time stated in Section 1.3 – Key Events. Prospective bidders arriving after the official start time of the site visit will be precluded from attending the site visit, and therefore unable to submit a responsive bid.

The site visit will provide an opportunity for Bidders to see firsthand any existing equipment, the tasks to be performed and the special needs of the facility. The site visit will also provide an opportunity for Bidders see the layout of the grounds, the operational area, and the condition of the windows. Questions during the site visit will be permitted. It is suggested that the Bidder note the question and ask at the end of the tour.

Verbal answers are **not** official answers. All questions asked at the conference or after the tour must be submitted via email to the designated contact for this solicitation no later than the date and time indicated in Section 1.3 Key Events. Official answers to all questions will be distributed in the form of an addendum via email to all attendees of the mandatory site visit. Only answers provided by addendum are considered official.

In accordance with State Finance Law §139-j(3)(a)(3), this mandatory site visit is covered by the permissible subject matter authorization. A vendor is authorized to speak with representatives other than Designated Contact(s) for the sole purpose of the site visit (to arrange attendance, during the conduct of the visit and to pose questions regarding the site).

**NOTE:** If there are any questions Bidders would like addressed at the site visit, Bidders may submit them in writing, as instructed in Section 3.1 – IFB Questions and Clarifications, to the designated contact prior to the date of the site visit. Questions during the site visit will be permitted, however, only questions submitted in writing and answered via addendum will be considered official.

### 1.5.1 Lot 1 Historic Buildings:

Lot 1 site visit will be held in Albany, NY on Wednesday October 16<sup>th</sup>, 2019 9:00 am. Due to strict security procedures, all bidders **must** pre-register with Sean Jones by email at [sean.jones@ogs.ny.gov](mailto:sean.jones@ogs.ny.gov) no later than 3:30 pm on Wednesday, October 9<sup>th</sup> 2019, in order to be pre-screened for security purposes. Bidder's wishing to register for Lot 1 mandatory site visit must complete/submit IFB Attachment 3 - Site Security Application for each attendee. There will be **no** registration past this time. Bidders who have not preregistered for the site visit **will not** be allowed to participate. If you have not received confirmation from Mr. Jones, you **will not be** permitted to attend this site visit.

Upon registration, the proposer will be given the meeting location details. It is **required** that attendees arrive at the designated meeting place 15 minutes prior to scheduled time **with** photo identification.

### **1.5.2 Lot 2 Special Consideration Downtown Albany Locations**

Lot 2 site visit will be held in Albany, NY on Wednesday October 16th, 2019 11:00 am.

Due to security restrictions, Proposers are strongly encouraged to pre-register with Sean Jones at 518-486-5542 or e-mail to [sean.jones@ogs.ny.gov](mailto:sean.jones@ogs.ny.gov) at least 24 hours in advance. It is recommended that attendees arrive at Concourse Room 130 at least 15 minutes prior to scheduled time with photo identification.

### **1.5.3 Lot 3 Downtown Albany Locations**

Lot 3 site visit will be held in Albany, NY on Thursday October 17<sup>th</sup>, 2019 9:00 am.

Due to security restrictions, Proposers are strongly encouraged to pre-register with Sean Jones at 518-486-5542 or e-mail to [sean.jones@ogs.ny.gov](mailto:sean.jones@ogs.ny.gov) at least 24 hours in advance. It is recommended that attendees arrive at Concourse Room 130 at least 15 minutes prior to scheduled time with photo identification.

## **1.6 Glossary of Terms**

**“Issuing Office”** shall mean the Office of General Services Division of Financial Administration.

**“Contractor”/“Vendor”** shall mean a successful company awarded a contract pursuant to this IFB.

**“Invitation for Bid”** or **“IFB”** shall mean this document.

The **“State”** shall mean The People of the State of New York, which shall also mean the New York State office of General Services.

**“Commissioner”** shall mean the Commissioner of General Services or duly authorized representative.

**“Offeror”** or **“Bidder”** shall mean any person, partnership, firm, corporation or other authorized entity submitting a bid to the State pursuant to this IFB.

**“OGS”** shall mean the New York State Office of General Services.

**“OSC”** shall mean the New York State Office of the State Comptroller.

## 2. Scope of Work

---

### 2.1 Service Requirements

Any resultant contract(s) will be full-service contract(s). The Contractor shall provide all labor, materials, equipment, transportation, license, permits, travel, all other ancillary (administrative, insurance, reporting, overhead, profit, employee training, parking, etc.) costs and equipment necessary for the performance of building window washing. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, is deemed understood by the Contractor as included herein. Contractor and its employees shall meet any required safety codes, rules and regulations by all federal, state, and municipal governments, including those for use of any temporary scaffolding systems.

Please see IFB Attachment 2- Service specifications for anticipated interior/exterior window washing frequency per location.

In the event that the windows are to be replaced in any Facility, it will be left up to the Facility Manager's discretion as to whether or not the windows will be cleaned that year.

Upon approval of the work plan the Facility Manager(s) will make all the necessary arrangements to ensure the window areas are unobstructed; this includes coordinating with tenants for furniture removal if necessary (please see section 2.7 Scheduling of Work). The Contractor shall provide staff, all equipment, materials, and supplies (stepladders, etc.) needed to perform the required services. No State-owned equipment, materials or supplies shall be used to perform window washing services unless otherwise stipulated by the building specifications. **Workmen shall not stand on furniture or windowsills.**

All glass window surfaces shall be cleaned in a way to obtain a uniformly bright surface free of drips, streaks, soap residue, insects and foreign material. Contractor shall protect window frames and surrounding surfaces as appropriate so as not to stain or damage surfaces. All moisture and drippings on the sills and frames shall be removed. All operable windows shall be secured after cleaning.

All window coverings (e.g., venetian blinds, curtains) shall be returned to their original position. If any items are moved away from windows by window washers, they shall be returned to original location. All water and cleaning solution drippings shall be thoroughly removed and wiped dry before returning items to their original locations.

The Contractor shall remove all their equipment, material and supplies from all areas when items are not being used for services. All equipment, materials and supplies must be removed from the premises unless storage areas are granted and previously approved by the Facility Manager.

Contractor will be responsible for rectifying any damage to windows, window coverings, building, occupant's furniture or equipment and immediately report to the Facility Manager. Contractor shall also report any deterioration of windows, sills and frames to the Facility Manager.

All work shall be done in such a manner as to create a safe and unobstructed working environment for occupants of the building. Work shall be done in a manner as to be of little disruption to occupants of the building.

### 2.2 Lot Descriptions

Window washing services shall be provided at the locations stated in the lots below.

Please see map for reference:

<https://empirestateplaza.ny.gov/system/files/documents/2019/06/PlazaLevelMap.pdf>

### 2.2.1 Lot 1 Historic Buildings

1. New York State Capitol:

State St. and, Washington Ave, Albany, NY 12224

The New York State Capitol is a National Historic Landmark. Frames shall be washed clean of accumulated dirt. Special care must be taken to avoid damaging granite exterior, stained and leaded glass windows or historical finish of interior. **The skylights and stained glass will not be included in this bid.** Belt hooks that are attached to the frames of the Capitol windows **are not** to be used in cleaning the glass.

2. Executive Mansion:

138 Eagle St, Albany, NY 12202

The Executive Mansion is listed on the National Register of Historic Places. The windows do not have the ability to open from the inside and **may not** be attempted. The Contractor shall cover and protect all surrounding surfaces and objects in order to avoid damage by spills. The window frames and door frames shall be completely covered to protect against contact with the cleaning products and avoid damage to the bronze/wood materials. Special care must be taken to avoid damaging exterior brick or interior surfaces. Special care must be taken to insure safety of valuable and historical furnishings. Workers must abide by the work rules and schedules set by the Mansion Staff. An escort is required inside building. The Contractor will be required to contact facility prior to work. This building will require an additional background check by all contractor employees that will work on this building, which will require vetting by the State Police. Other checks may apply. Please see section 2.5 Staffing Requirements.

### 2.2.2 Lot 2 Special Consideration Downtown Albany locations

1. Alfred E. Smith State Office Building:

South Swan Street, Albany, NY 12242

The building has no permanent rigs or scaffolding system in place. The windows do open.

2. Robert Abrams Building for Law and Justice

State Street, Albany, NY 12223

The building has an additional annex that partially encircles the Vietnam Memorial, on the Concourse level. This annex must be included in the price for this building. The weight limit for pavers surrounding the building is 100 pounds per square foot. Pavers must be protected with plywood and possibly dunnage to spread out higher concentrated loads.

Bird prevention spikes have also been installed in certain locations around the windowsills. Contractors will not be responsible for reasonable damage to the spikes.

### 2.2.3 Lot 3 Downtown Albany Locations

1. Legislative Office Building (LOB)

198 State St, Albany, NY 12210

The windows of the Legislative Office Building have been sealed. The outside windows are accessible by a boom lift, however the weight limit for pavers surrounding the building is 100 pounds per square foot. Pavers must be protected with plywood and possibly dunnage to spread out higher concentrated loads. Contractors are to provide their own lifts.

2. Swan Street State Office Building  
S Mall Arterial, Albany, NY 12210
3. Empire State Plaza Main Platform
  - a. Madison Avenue Exit
  - b. Bus Turnaround
  - c. Lancaster St. Exit
  - d. The Egg
4. Empire State Plaza North Pavilion (Café)
5. Empire State Plaza South Pavilion (Children's place at the Plaza)
6. East Parking Garage  
129 Hamilton St, Albany, NY 12207
7. East Parking Garage Walkway  
Cleaning includes cleaning and sealing of anodized aluminum window frames.
8. Sheridan Hollow Garage  
Sheridan Avenue, Albany, NY

## 2.3 Facility Operating Hours

The operational hours vary for each Facility. The Contractor is responsible for developing an acceptable schedule with each Facility Manager as to the times work is to be performed.

State Holidays: During the following 10 State holidays, the Contractor is not expected to perform the contract services, unless prior arrangements are made with the Facility Manager.

**NEW YEAR'S DAY**

**MARTIN LUTHER KING, JR.'S BIRTHDAY**

**WASHINGTON'S BIRTHDAY**

**MEMORIAL DAY**

**INDEPENDENCE DAY**

**LABOR DAY**

**COLUMBUS DAY**

**VETERAN'S DAY**

**THANKSGIVING DAY**

**CHRISTMAS DAY**

## 2.4 Equipment

Contractor must furnish all equipment and supplies required to carry out the window washing services specified herein, including required safety equipment. All equipment and supplies used must be in good working order and capable of performing all operations in accordance with specifications. Any damage to the grounds or landscape features caused by the Contractor's equipment shall be repaired at the expense of the Contractor.

## 2.5 Staffing Requirements

All work is required to be performed by trained window washers.

Contractor's employees may be required to sign in and out with the Facility Manager daily. Procedures are to be determined by the individual Facility Managers.



All Contractor's employees must be easily identifiable as a contract employee. In addition, Contractor's employees may be required to have identification badges and if so, are to be worn at all times while on-site to perform contract services.

**FOR LOT 1 ONLY:** IFB Attachment 3 - Site Security Application must be submitted to the facility manager along with work plan. All proposed staff must pass screening conducted by the New York State Police.

## **2.6 Safety of Work**

Contractor shall close off area(s) and post signs indicating the area(s) are closed to pedestrian traffic when working over entrances, traveled walkways or any area where people might cross below workers. Signs must indicate that men are working above. All equipment, apparatus or rope coils on the ground level shall also be marked off with cones and signs warning pedestrian traffic. Contractor shall provide all safety cones and signs.

All set up, rigging, equipment anchoring, window cleaning, etc. must adhere to applicable laws, codes, rules and regulations. The Contractor, prior to providing any services must submit to the Facility Manager or his/her designee, the work plan along with the documentation demonstrating that the codes and regulations are being complied with.

## **2.7 Scheduling of Work**

For each lot/location, work will be scheduled pursuant to OGS's request. Upon receipt of the service request, the Contractor will submit a work plan (Section 2.7.1 Work Plan) within 7 days. Upon the approval of the work plan by the Building Manager, the Contractor will have two weeks to schedule service at a date acceptable to Building Manager.

Prior to the start of any service request, at the discretion of the Building Manager, the Contractor shall be available for an initial job meeting, which shall be scheduled once work plan has been approved. This meeting shall include:

- A discussion of the Contractor's work plan.
- A review of all facility use rules.

If any additional scaffolding/lifts are needed at any facility to wash the windows, it shall be the responsibility of the Contractor to provide this equipment. The Contractor must obtain approvals prior to performing work of site plan and for the equipment's proper set-up and operation. Contractor is responsible for providing all safety equipment and any necessary barricades.

The following performance standards must be strictly adhered to during the term of the contract. These standards define expectations, detail cleaning requirements, and provide building information and particulars.

### **2.7.1 Work Plan**

The Contractor shall provide a Work Plan and a written quality control program to ensure the highest quality and safety of work possible. This program shall contain at least the following items:

- 1. Schedule of Work.** The Contractor shall submit to the Facility Manager a schedule of work. The schedule shall be based on milestones, accounting for possible interruptions in the performance of the service due to weather related issues, building events, or any other unpredictable occurrence. The schedule shall be itemized and shall list all the tasks to be performed by each staff and supervisor(s). The Facility Managers will review the schedule and approve or request modifications in order to avoid conflicts with the building's activities.

2. **Staffing Plan.** The Contractor shall submit to the Facility Manager a detailed Staffing Plan. The staffing plan shall contain at minimum: a description of the number of employees to be utilized, man-hours to be worked, etc. The Staffing Plan must contain the name of each staff member and detailed job description, including stand-by staff to make up for potential absences.

**For Lot 1 only:** IFB Attachment 3 - Site Security Application must be completed and submitted to the facility manager along with work plan. All proposed staff must pass screening conducted by the New York State Police.

3. **Cleaning Products List.** The Contractor shall submit to the Facility Manager a Cleaning Product List, in compliance with Section 2.13- Green Cleaning Requirements (updated 05/23/11) Regulations. **MSDS sheets must be provided for all cleaning agents to be used.**
4. **Equipment List.** The Contractor shall submit to the Facility Manager list of equipment, including temporary scaffolding, and safety equipment, to be used in the performance of the service. This should also contain all current applicable licenses required by municipalities to operate rigging and/or scaffolding needed in order to perform the services required.

## 2.8 Acceptance

Work will be accepted by the State and paid for only after all performance standards identified herein have been complied with and accepted by the Facility Manager and only after the window cleaning of the facility is completed in it's entirety. Upon completion of work, a joint inspection will be conducted by the Contractor and Facility Manager. Window cleaning will be accepted only if it meets the following criteria:

1. Each window has been cleaned in its entirety.
2. Each window is entirely free of spots, streaks, rust, stains or other matter.

The work shall be completed in a workmanship manner consistent with industry Standards.

Note: Any windows cleaned, but left with streaks, spots, rust, stains or other matter, shall be considered the same as not being cleaned at all.

## 2.9 Administrative and Reporting Requirements

### 1. **Contract Meetings:**

- a. Contractor will be required to attend a contract "kickoff" meeting to discuss contract administration. This meeting may be held in person or via a conference call at a date and time determined by OGS.
- b. At the discretion of the Building Manager, Contractor will be responsible for attending job meetings, and the cost of such shall be included in the base bid price. Topics may include, but are not limited to:
  - i. Review job progress (milestones), quality of work, and approval and delivery of services.
  - ii. Identify and resolve problems, reset milestones, which impede planned progress.
  - iii. Coordinate the efforts of all concerned so that the service progresses on schedule to on-time completion.

- iv. Maintain a sound working relationship between the Contractor and the Facility Manager, and a mutual understanding of the contract.
- v. Maintain sound working procedures.

## **2. Reporting Requirements:**

Upon request of the Building Manager, the Contractor shall provide an itemized report upon completion of each facility. This report shall include:

- a. Schedule of work - date, time, etc.
- b. Specific information of work
- c. The number of workers utilized and actual hours worked.

## **2.10 Background Checks**

Requirements of this clause apply to the Contractor performing on-site work for OGS for any and all lots. Background checks shall be performed at no additional cost to the State. The cost to the Contractor for performing requirements of this section shall be taken into consideration when the bidder calculates its bid prices in response to this solicitation. Contractor shall be not be entitled to charge separately, or otherwise be reimbursed, for any costs incurred in complying with this background check requirement.

For purposes of this clause, the following definitions apply:

On-Site: "On-site" refers to any State-owned or leased space open to the public or at which State business operations are conducted.

Suitability: "Suitability" refers to identifiable character traits and past conduct that are reasonably sufficient to indicate whether a given individual is likely to be able to perform the requirements of a contract at OGS on-site locations without undue risk to the interests of the State.

Suitability determination: A "suitability determination" is a determination that there are reasonable grounds to believe that an individual will likely be able to perform the contract requirements on-site without undue risk to the interests of the State.

### **Applicability**

Contractors shall perform background checks and make suitability determinations on contractor employees before the individual employees can perform on-site contract services for the Office of General Services.

Contractor shall maintain a continuous list of background checks and suitability determinations noted above and shall provide this list to the Facility Manager prior to the contract commencement date. The list shall be updated and resubmitted to the Facility Manager as changes occur, continually keeping the Facility Manager updated.

The Commissioner of General Services, or his or her designee (the "Commissioner"), on a case-by-case basis, may, either temporarily or permanently, waive the requirements of this clause, in whole or in part, if they determine in writing that background checks and suitability determinations are not necessary at a specific location, or for a specific individual, in order to protect the State's interests.

### **Background Check**

The Contractor is responsible for completing background checks and making suitability determinations on its employees prior to the employees beginning on-site work. Compliance

with the requirement for performing a background check and making a suitability determination shall not be construed as providing a contractor employee clearance to secured areas. Contractors are required to maintain records of background checks and suitability determinations for the term of the contract, and to make them available to the State when requested.

At a minimum, the background check and suitability determination must include an evaluation of:

1. Verification that the individual is not listed on a national watched person database. The following link has information about data available.  
<http://www.treas.gov/offices/enforcement/ofac/sdn/index.html> . The following link has a PDF file of a list of SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS  
<https://www.treasury.gov/ofac/downloads/sdnlist.pdf> ;
2. Criminal History checks to be performed either by using a national database that contains criminal histories and supplement this search by checks of NYS Office of Court Administration (“NYSOCA”) and comparable searches of states where the person has lived, worked, or attended school during the past 5 years; OR by obtaining the record of convictions from NYSOCA directly and from their equivalents from other states where the person might have lived, worked, or attended school during the last 5 years;
3. DMV driving records;
4. Social Security Number trace;
5. Verification of U.S. citizenship or legal resident status; and
6. Residence (past 3 years) (should be requested on employment application to compare against data from DMV license and other searches for verification);

#### Background Check Guidelines

In making a suitability determination, the contractor shall consider the following factors and evaluate them against the work to be performed, the performance location, and the degree of risk to the State:

1. Any loyalty or terrorism issue;
2. Patterns of conduct (e.g., alcohol/drug abuse, financial irresponsibility/major liabilities, dishonesty, unemployability for negligence or misconduct, criminal conduct);
3. Dishonorable military discharge;
4. Felony and misdemeanor offenses; and
5. Employment related misconduct involving dishonesty, criminal or violent behavior.

The Contractor shall evaluate any adverse information about an individual by considering the following factors before making a suitability determination:

1. The nature, extent, and seriousness of the conduct;
2. The circumstances surrounding the conduct;
3. The frequency and recency of the conduct;
4. The individual's age and maturity at the time of the conduct;
5. The presence or absence of rehabilitation and other pertinent behavior changes;
6. The potential for pressure, coercion, exploitation, or duress;
7. The likelihood of continuation of the conduct;
8. How, and if, the conduct bears upon potential job responsibilities; and
9. The employee's employment history before and after the conduct.

Each suitability determination should be documented in a narrative. If negative items are mitigated by subsequent passage of time or completion of any relevant programs that are rehabilitative in nature, this rationale should be included in the narrative. A negative suitability determination must be supported by a finding that the adverse information has a direct bearing on the potential job duties or that it is deemed sufficiently serious to bar the employee from a State site.

#### Employee Removal

Whenever a contractor becomes aware that any employee working at an on-site location under an OGS contract becomes an unacceptable risk to the State; the contractor shall immediately remove that employee from the site, notify the Commissioner that such a removal has taken place, and replace them with a qualified substitute immediately. If the approval of the Commissioner was initially required for the removed employee, Commissioner approval is required for the replacement employee.

#### Commissioner Notification

Prior to commencement of on-site contract performance, the contractor shall notify the Commissioner that the background checks and suitability determinations required by this clause have been completed for affected individuals.

## **2.11 Prevailing Wage Rate Advisory Notice**

DOL Article 9 - Prevailing Rate Case Number PRC# 2018901192 has been assigned to the project.

The NYS Department of Labor has determined that the prevailing wage title applicable to this contract is for Window Cleaners.

**Contractors are reminded that the payment of prevailing wages and supplements is a requirement of ALL contracts for public works.** Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation

Contractors are reminded that the payment of prevailing wages and supplements is a requirement of ALL contracts for public works. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts. **NOTE: ALL PUBLIC WORKS CONTRACTS, REGARDLESS OF DOLLAR VALUE, REQUIRE THE PAYMENT OF PREVAILING WAGES AND SUPPLEMENTS.**

Contractors are required to supply each of their subcontractors with copies of the prevailing rate schedule and to obtain an affidavit acknowledging receipt and agreeing to pay required wages before entering into a subcontract. Contractors are responsible for assuring that their subcontractors pay prevailing wages and supplements. **NOTE: CONTRACTORS ARE FURTHER REQUIRED TO POST THE PREVAILING WAGE RATES AT THE WORK SITE ON BULLETIN BOARDS PROVIDED BY THE FACILITY MANAGER AND INFORM EMPLOYEES OF THE POSTING. FACILITY MANAGERS WILL ENFORCE THIS PROVISION.**

Contractors are advised that the Office of General Services may make random inquiries of employees of both prime and subcontractors as to the rate of wages being paid and may request certified copies of one or more weekly payrolls of a contractor or any subcontractor to verify proper payment of wages.

Any discrepancy found in information supplied will be reported to the Department of Labor for investigation.

## **2.12 OSHA (Occupational Safety & Health Administration) Training Requirements**

### **OGS Facility Manager's Obligations**

Prior to beginning contract work/work assignment, the OGS Facility Manager or Designee shall inform or make available the Contractor/Contractor's representative(s) of the known specific hazard(s) and chemical(s) they may encounter while performing their contract obligations. For example; testing of materials may be performed, or previous reports may be available to inform on the location of Asbestos Containing Materials, lead or other environmental concerns if present, and any site-specific work practices that may be necessary to conduct work safely and in compliance with federal or state standards and OGS procedures such as those involving Lockout/Tagout and electrical procedures.

The Contractor/Contractor's Representative(s) shall also be provided with information about the use and provisions for Personal Protective Equipment required for the work. **Contractor/Contractor's Representative shall provide a signed acknowledgement to the OGS Facility Manager or OGS Designee that they were provided with this information.**

### **Contractor / Contract Employee Obligations**

General Contract Obligations:

These requirements only apply to on-site work at a State property.

Prior to or upon first reporting to the work location for assignment, the Contractor/Contractor employee(s) and employees of Sub-Contractors must present to the OGS Facility Manager or OGS Designee proof of completion of the OSHA required training for the following, topic areas including but not limited to:

1. OSHA 10-hour training for work in construction or related assignments
2. Hazard Communication,

### 3. Personal Protective Equipment.

For environmental health and safety emergencies, an emergency contact must be provided for the facility manager or designee to contact prior to any work commencing. Any changes to this contact, including name and or contact information must be communicated to the OGS Designee immediately.

#### **Specific Field-of-Work Requirements**

In circumstances where specific OSHA or NYS Department of Labor regulated work is required, the Contractor/Contract Employee(s) shall have all pertinent and up-to-date certifications beyond the “awareness” level as required by regulations for the specific work. On-site employee will be trained to do the work, supervised by higher knowledge/training, as required by OSHA/DOL regulations.

It is the Contractor’s responsibility to provide the OGS Facility Manager or OGS Designee with all employee updates and/or renewals for the above general contract obligations and specific field of work requirements specified training.

The Contractor must coordinate with OGS to be informed of the site’s Emergency Action Plan.

**Note:** Contractor’s/Contractor’s Employee(s) and employees of Sub-Contractors failure to provide such documentation to the OGS Facility Manager or OGS Designee upon or prior to employee reporting to their initial work assignment may result in OGS rejecting the employee(s) until that documentation is provided.

## **2.13 Green Cleaning Requirements (updated 05/23/11)**

#### **Regulations**

- 1) **Executive Order No. 4** -- Establishes a State Green Procurement and Agency Sustainability Program, which directs state agencies, public authorities and public benefit corporations to green their procurements and to implement sustainability initiatives. The following link has all the information regarding NYS Executive Order 4 and NYS Green Cleaning Guidelines: <https://greencleaning.ny.gov/Policies.asp>. All the information and guidelines should be used as reference in the performance of the services herein.
- 2) **New York’s Green Cleaning Law** - OGS issued Guidelines for all schools in New York State in **2010** and provides a website for use by institutions and the general public with a wealth of free information and tools to promote adoption of effective green cleaning practices, leading to healthier indoor environments. OGS has developed a list of selected cleaning and maintenance products for schools and state agencies/public authorities to purchase and use. Click here for NY Green Cleaning website:

[https://greencleaning.ny.gov/Docs/GreenGuidelinesfinal\\_2010.pdf](https://greencleaning.ny.gov/Docs/GreenGuidelinesfinal_2010.pdf)

#### **Green Cleaning Requirements**

Contractor must be familiar with, implement, and maintain the cleaning of the buildings in conformance with New York’s Green Cleaning Law, whereby the procurement and use of cleaning products must have properties that minimize potential impacts to human health and the environment and must work effectively. The List of Approved Products is available for the following Product Categories for green cleaning:

- 1) Cleaning Products:
  - General Purpose Cleaners

- Glass Cleaners

Contractor must select products in the above product categories from the OGS List of Approved Cleaning Products. See link for product information: <https://greencleaning.ny.gov/Product/Default.aspx>

Contractor is required to train their employees in a comprehensive “green cleaning” program. See link for Online Training Program <https://greencleaning.ny.gov/Training/login.aspx>

The use of sustainable cleaning products and materials based upon national standards such as Leadership in Energy and Environmental Design (LEED), Green Globe 21, Green Seal, etc., Glass cleaners that meet Green Seal GS-37 Certification are required for use on this contract. Use of products claiming equivalence but not Green Seal Certified may be used with documentation of other independent third party verification to show compliance with Green Seal Standards. Certification of Green seal compliance shall be given to facility manager prior to commencement of work. Documentation that the cleaning products will not harm granite or brick will be submitted as part of the proposal.

### **General Requirements**

- 1) Other cleaning chemicals **not** covered by the above product categories on the OGS List of Approved Cleaning Products must be Green Seal or EcoLogo certified. See Green Seal and/or EcoLogo web sites for information on specific product categories.
- 2) OGS recognizes that certain circumstances (e.g. blood spills) and locations (e.g. food service, swimming pool areas, nursing offices, health centers, and child day care centers) may require special cleaning or sanitation practices that are prescribed by existing laws, regulations or professional guidance. New York’s Green Cleaning Law does not supersede or change existing health, labor, education and environmental regulations and professional guidance related to cleaning and sanitation practices, and disposal of hazardous chemicals.
- 3) Paper Products
  - Paper Towels – products must meet one of the following three options:
    - Green Seal GS-09 certification or Environmental Choice CCD-086 certification,
    - Contain a minimum of 40% post-consumer recycled content,
    - Chlorine Free Products Association certification.
- 4) The least aggressive, safest product that is effective for the cleaning task should be used. Contractor must maximize the use of environmentally preferable products and services. All products are subject to approval by the Facility Manager. Any changes in product use by the Contractor (from the original proposed product lists) must be reviewed and cleared by the Facility Manager.
- 5) As part of the proposal submittal in response to this IFB, the contractor should submit a detailed plan for meeting the above Sustainable Cleaning/Green Cleaning Requirements. The plan should include, where appropriate, “green” products, equipment and methodologies for application and use within the Facility.



## **2.14 Warrantees**

Contractor warrants that the services acquired under this Contract will be provided in a professional and workmanlike manner in accordance with industry standards.

All workmanship provided under this contract shall be warranted for a minimum of one year. Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties, such additional or more advantageous warranty shall apply. All warranties contained in this Contract shall survive the termination of this Contract.

### 3. Bid Submission

---

#### 3.1 IFB Questions and Clarifications

There will be an opportunity for submission of questions and/or requests for clarification. Questions and/or clarifications must be submitted via email to the Designated Contact:

Sean Jones, Contract Management Specialist I  
OGS Division of Financial Administration  
ESP, Corning Tower, 32<sup>nd</sup> Floor  
Albany, NY 12242  
Phone: 1-518-486-5542  
E-mail: [Sean.Jones@ogs.ny.gov](mailto:Sean.Jones@ogs.ny.gov)

All questions must cite the particular page, section, and paragraph number, where applicable. Please submit questions as early as possible following receipt of the IFB. The final deadline for submission of any questions/clarifications regarding this IFB is listed in Section 1.3– Key Events. Questions received after the deadline may not be answered. OGS will issue an addendum with all Questions and Responses to Questions on or about the date listed in Section 1.3 – Key Events and also via email to the Primary Contact Person for all vendors that have attended the mandatory site visits. Vendors that attended the mandatory site visit will also receive any additional updates regarding this IFB, as necessary.

#### 3.2 Bid Format and Content

In order for the State to evaluate bids fairly and completely, bidders **are strongly encouraged** follow the format set forth herein and must provide all of the information requested. All items requested in this Submission section should be provided and addressed as clearly as possible. Failure to conform to the stated requirements may necessitate rejection of the bid.

Bidders may be requested to provide clarification based on the State's evaluation procedure. Any clarification will be considered a formal part of the Bidder's original proposal. If further clarification is needed during the evaluation period, OGS will contact the Bidder.

Note: OGS reserves the right to request any additional information deemed necessary to ensure that the Proposer is able to fulfill the requirements of the contract.

1. Cover Letter: The cover letter should confirm that the bidder understands all the terms and conditions contained in this IFB and will comply with all the provisions of this IFB. Further, that should the contract be awarded to your company, you would be prepared to begin services on the date indicated in Section 1.3– Key Events. The cover letter should also include the full contact information of the Bidders Representative that OGS shall contact regarding the bid. A bidder representative authorized to make contractual obligations must sign the cover letter. Please also include a staffing plan, including the use of any subcontractors.
2. Minimum Qualifications: Bidders must submit references that can attest to bidder's ability to meet the minimum qualifications as set forth in Section 1.4.
3. Pricing: Bidders shall submit a completed Bid Proposal Form (Attachment 1). Each lot bid must be complete with no lines omitted. Bidder shall not provide alternative pricing or deviate from the Cost Proposal Form. Alternative pricing methodologies will not be considered and may result in the rejection of the bid.
4. Administrative Submission:
  - a. All required completed forms from IFB Appendix B.

- b. Attachment 4 Bid Submission Checklist
- c. **MWBE.** This procurement includes MWBE participation goals of which all bidders must comply. See IFB Appendix E of this solicitation for specific details pertaining to this procurement opportunity. The New York State Contract System includes an MWBE Directory that can be utilized to find certified MWBE businesses to meet this requirement.  
(<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687>)
- d. **SDVOB.** This procurement includes SDVOB participation goals off which all bidders must comply. See IFB Appendix F of this solicitation for specific details pertaining to this procurement opportunity. A directory of certified SDVOBs may be found at <https://online.ogs.ny.gov/SDVOB/search>
- e. Signed bid addenda (if any)
- f. Important Notes:
  - i. Insurance – Proposers are reminded of the insurance requirements as described in IFB Appendix D. The selected Proposer will be required to provide all necessary documentation upon notification of selection.
  - ii. Vendor Responsibility - Proposers are reminded of the requirement as described in Section 5.12 and are requested to complete the online questionnaire located on the OSC VendRep System website prior to bid submission. If the vendor has previously certified responsibility online, it shall ensure that the VRQ was recertified in the last 6 months.
  - iii. Document Consistency - An award will only be made to the entity which has submitted the bid. All submitted documents must be consistent with official name of the bidding entity, FEIN and NYS Vendor ID number, if available.

Note: OGS reserves the right to request any additional information deemed necessary to ensure that the bidder is able to fulfill the requirements of the contract. This includes asking for additional references for whom work, as specified herein, has been performed and who can verify the quality of workmanship.

### 3.3 Bid Preparation

All bids must be completed in ink or machine produced. Bids submitted handwritten in pencil will be disqualified.

### 3.4 Packaging of IFB Response

Please submit:

- Three originals and one exact copy of the Bid Proposal Form (Attachment-1)
- Three originals and one exact copy of: The Cover Letter; Minimum Qualifications information;
- Three originals and one exact copy of the Administrative Submission

**Please provide one digital record on a Thumb Drive containing the above submission items.** If there are any differences between the paper submission and the electronic submission, the paper submission shall take precedence.

Originals contain a unique wet signature for each of the signed and notarized pages. Exact copies can be photocopied and do not require a unique wet signature.

All proposal documents must be submitted by mail, hand delivery, overnight carrier or certified mail in a package showing the following information on the outside:

- Bidder's complete name and address
- Solicitation Number: IFB #2226
- Bid Due Date and Time: (as in Section 1.3 - Key Events)
- Bid for: Window Washing Services at New York State Capital Region Facilities

Failure to complete all information on the proposal envelope and / or packages may necessitate the premature opening of the proposal and may compromise confidentiality.

### 3.5 Instructions for Bid Submission

Note: These instructions supersede the generic instructions posted on the OGS website bid calendar.

Only those Bidders who furnish all required information and meet the mandatory requirements will be considered. Submit all required bid documents including signed bid addenda if any, to the NYS Office of General Services - Division of Financial Administration at the following address:

NYS Office of General Services  
Division of Financial Administration – Agency Procurement Office  
32<sup>nd</sup> Floor, Corning Tower, Empire State Plaza  
Albany, NY 12242

Attn: Sean Jones  
IFB #2226

#### **E-MAIL OR FAX BID SUBMISSIONS ARE NOT ACCEPTABLE AND WILL NOT BE CONSIDERED.**

The State of New York will not be held liable for any cost incurred by the Bidder for work performed in the preparation and production of a bid or for any work performed prior to the formal execution and approval of a contract.

Bids must be received in the above office on or before 2:00 PM on the date indicated in Section 1.3- Key Events. Bidders assume all risks for timely, properly submitted deliveries. Proposers mailing their bid must allow sufficient mail delivery time to ensure receipt of their bid at the specified location no later than the specified date and time.

The received time of bids will be determined by the clock at the above noted location.

**Any Bid received at the designated location after the established time will be considered a Late Bid. A Late Bid may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Bid may be accepted in the Commissioner's sole discretion where (i) no timely Bids meeting the requirements of the Solicitation are received, or (ii) the Bidder has demonstrated to the satisfaction of the Commissioner that the Late Bid was caused solely by factors outside the control of the Bidder. However, in no event will the Commissioner be under any obligation to accept a Late Bid.**

**The basis for any determination to accept a Late Bid shall be documented in the procurement record.**

Bids must remain open and valid for 180 days from the due date, unless the time for awarding the contract is extended by mutual consent of NYS OGS and the Bidder. A bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 180 day period until either tentative award of the contract(s) by issuing Office is made or withdrawal of the bid in writing by Bidder. Tentative award of the contract(s) shall consist of written notice to that effect by the issuing Office to the successful Bidder. This IFB remains the property of the State at all times, and all responses to this IFB, once delivered, become the property of the State.

#### **Important Building Access Procedures for Delivered Bids:**

Building Access procedures are in effect at the Corning Tower. Photo identification is required. All visitors must register for building access, for delivering bids. **Vendors are encouraged to pre-register by contacting the OGS Finance Office at 518-474-5981 at least 24 hours prior to arrival.** Pre-registered visitors are to report to the visitor desk located at the Concourse level of the Corning Tower. Upon presentation of appropriate photo identification, the visitor will be allowed access to the building.

Upon arrival at the visitor desk, visitors that have not pre-registered will be directed to a designated phone to call the OGS Finance Office. The Finance Office will then enter the visitor's information into the building access system. Access will not be allowed until the system has been updated. Visitors are encouraged to pre-register to ensure timely access to the building. Vendors who intend to deliver bids or conduct business with OGS should allow extra time to comply with these procedures. These procedures may change or be modified at any time.

Visitor parking information can be viewed at the following OGS web site:

<http://www.ogs.ny.gov/BU/BA/Parking/Visitor>

## 4. Administrative Information

---

### 4.1 Issuing Office

This IFB is being released by the New York State Office of General Services Division of Financial Administration on behalf of the OGS Real Property Management.

### 4.2 Method of Award

OGS intends to award one contract per lot to the lowest responsive and responsible bidder. Should a bidder be awarded more than one lot, a single contract will be awarded including respective lots. The lowest bidder shall be determined by the Grand Total Lot as represented on Bid Proposal Form (Attachment 1).

Upon determination of the lowest responsive and responsible bid, a contract will be sent to the successful bidder for signature and shall be returned to the Issuing Office for all necessary State approvals. Upon final approval, a completely executed contract will be delivered to the Contractor.

**The Grand Total lot amount of the successful bidder shall be used to establish the total contract value. The established total contract value shall not be exceeded.**

### 4.3 Price

The prices bid shall be inclusive of all costs including travel, training, licenses, insurance, administrative, labor, materials, equipment, profit and other ancillary costs. Bidders must submit pricing using Bid Proposal Form (Attachment 1). Any alterations, qualifiers, etc. may result in rejection.

Each building in each lot will be priced in two items:

**Item 1:** Shall be the price for window cleaning inside

**Item 2:** Shall be the price for window cleaning outside

**Robert Abrams Building for Law and Justice only:**

**Item 3:** Shall be the price for window cleaning inside and outside of the annex

**Note: This contract will be awarded by lot. Bidders shall not tie pricing of one lot to another. Each lot shall be priced as if a solicitation was let for each lot.**

### 4.4 Term of Contract

This contract(s) will commence on OSC approval and will be in effect for five years.

### 4.5 Price Adjustment (Escalation / De-escalation)

The Contractors' submitted prices may be adjusted upon request throughout the contract term as described below.

The rates bid would be adjusted (increased or decreased) dependent upon fluctuations in the Prevailing Wage Rate Schedule as issued by NYS Department of Labor (See IFB Appendix G - Prevailing Wage Rates Schedule PRC# 2018901192). These adjustments may occur each time the Prevailing Wage Rate Schedule changes (if requested). Increases may only be requested after final contract approval.

The information below describes the parameters for which each of these adjustments will be determined.

The price adjustments to this contract will be based solely on the percentage difference in the most current Prevailing Wage Rate plus Supplemental Benefit (as identified below) and the immediate precedent rate, as the prevailing Wage Rate Schedule changes.

It shall be understood and agreed that for the purpose of establishing the total dollar amount used to determine the percentage difference and subsequent adjustment, the full time straight time rate plus supplemental benefits from the Prevailing Wage Rate Schedule shall be used.

The below excerpt from the Prevailing Wage Rate Schedule shall be used to illustrate the line items used

to calculate total price to compare for adjustments.

**WAGES**

Per hour worked

07/01/2018     **\$14.59**

**SUPPLEMENTAL BENEFITS**

Per hour worked

07/01/2018     **\$2.18**

Therefore, **\$16.77 /hr.** (\$14.59 + \$2.18) shall be the 'base' rate. Labor portion price adjustments will be calculated each time the Prevailing Wage Rate Schedule changes (if requested) using the same 'line items' to determine the percentage change.

**Example:** If the Prevailing Wage Rate Schedule changes on 7/1/20 and the new total of these line items is \$17.09.

\$17.09 minus \$16.77 = \$0.32

\$0.32 divided by \$16.01 = .019 (1.9%)

Therefore, the contract would be adjusted with an increase of 1.9%.

The Contractor has the sole responsibility to request, in writing, a rate adjustment. This request must be received at the below address within three months of the adjustment in the Prevailing Wage month. As long as the request is submitted and received within the required time frame, the adjustment will be processed as described above. Once approved, the Contractor will be notified in writing. Contractor shall not submit revised invoices until such notification, at which point an invoice may be submitted for any retroactive difference owed.

**Requests must be sent to:**

NYS Office of General Services

Financial Administration, Agency Procurement Office

Corning Tower, 32<sup>nd</sup> Floor, Empire State Plaza,

Albany, New York 12242.

Should a Contractor fail to submit their request, to the proper location, within three months of the applicable rate change date, Contractor shall be deemed to have waived their right to any increase in price, but the State shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

## **4.6 Method of Payment**

Invoices will be processed in accordance with established procedures of the Office of General Services and the Office of the State Comptroller (OSC) and payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law.

Each company invoice **must** be itemized and include the following information: Name of NYS agency being billed; Contract ID number; Purchase Order number; Vendor name; Company FEIN; Vendor ID number; a unique invoice number; date(s) of service(s), the specific deliverable(s) worked on; a detailed description of services performed; and \$ amount requested in accordance with contract or PO rates.

Invoices without the above stated information will be returned to Contractor to be completed as required in the paragraph above. **Payment will not be issued and will not be due and owing until a corrected invoice is received and approved by OGS.**

All Invoices are to be submitted for payment to:

**Office of General Services**

**C/O BSC / Accounts Payable**

**1220 Washington Ave., Bldg. 5, 5<sup>th</sup> Fl**

**Albany, New York 12226**

Or email: [Accountspayable@ogs.ny.gov](mailto:Accountspayable@ogs.ny.gov)

## 4.7 Electronic Payment

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and 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 Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptrollers website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by phone 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 has expressly authorized payment by paper check as set forth above.

Please note that in conjunction with New York State's implementation of a Statewide financial system, the Office of the State Comptroller requires all vendors doing business with New York State agencies to complete a substitute W-9 form. Vendors registering for electronic payment can complete the W-9 form when they register. Vendors already registered for electronic payment are requested to go to the above website and complete the Substitute W-9 form and submit following the instructions provided.

## 4.8 Past Practice

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of this Agreement shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived. No waiver of any breach of the Agreement at any time in the past shall constitute a waiver of subsequent breach.

## 4.9 Exceptions and Extraneous Terms

The Issuing Office will consider all requests to waive any solicitation requirement. The Term "solicitation requirement" as used herein shall include any and all terms and conditions included in the solicitation documents. Bidders should be aware that failure to obtain a waiver of any proposal requirement in advance of bid submission, and/or inclusion of extraneous terms in the form of exceptions, assumptions, qualifiers, ranges, modifications, etc. with bid submission, may result in rejection of Bidder's proposal and disqualification from the bidding process.

Bidders wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the 'Questions Due Date' as identified in Section 1.3- Key Events. The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either with the 'Answers to Questions' as identified in Key Events (if the response results in a change to the IFB), or directly to the requesting vendor.

## 4.10 Dispute Resolution

It is the policy of the Office of General Services' Financial Administration to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to proposal solicitations, contract awards, and contract administration. OGS Financial Administration encourages vendors to seek resolution of disputes informally, through consultation with OGS Financial Administration staff, prior to commencing a formal dispute process. All such matters will be accorded full, impartial and timely consideration. A copy of the OGS Financial Administration Dispute Resolution Procedures for Vendors may be obtained by contacting the designated contact person identified in the solicitation.

During the term of the contract, if either party notifies the other of a dispute or dissatisfaction, the other party will make a good faith effort to solve or settle dispute amicably, including meeting with the other party to diligently attempt to reach a satisfactory result. In the event of a dispute, the parties will continue to fulfill their obligations hereunder during the dispute resolution process. The parties agree to proceed in good faith to avoid disputes, and resolve disputes that cannot be avoided at the lowest level possible. If party



representatives are unable to resolve the dispute or reach a satisfactory result within twenty days of written notice of a dispute, the dispute will be referred to successive higher levels of each organization for final decision.

#### **4.11 Prime Contractor Responsibilities**

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the IFB, and the contract resulting from the IFB. No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this IFB or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or subcontractor(s) who carry out any of the provisions of any contract resulting from this IFB.

#### **4.12 Inspection of Books**

It is expressly understood and agreed that the Office of General Services and the New York State Comptroller shall have the right to inspect and audit the Contractor's records covered under this Agreement, in accordance with his statutory responsibility to examine the books and accounts of every Agency. The New York State Comptroller requires, and the Contractor agrees to, the retention of all material that is pertinent to an audit of the operations under any contract resulting from this IFB for a full six-year period.

#### **4.13 Rules of Construction**

Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this IFB refer to this IFB.

#### **4.14 Examination of Contract Documents**

1. Each Proposer is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.
2. Each Proposer shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the State as an excuse for any failure or omission on the part of the Proposer to fulfill every detail of all the requirements of the documents governing the work. The Proposer, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such proposer might have fully informed itself prior to bidding.
3. Any Proposer in doubt as to the true meaning of any part of the specification or the proposed contract documents shall submit to Sean Jones, Division of Financial Administration, 32nd Floor, Corning Tower Building, Empire State Plaza, Albany, New York 12242 e-mail: [Sean.Jones@ogs.ny.gov](mailto:Sean.Jones@ogs.ny.gov) a written request for an interpretation thereof. If a major change is involved to which all proposers must be informed, such request for interpretation shall be delivered, in writing, no later than the question due date listed in Section 1.3- Key Events. Any interpretation of the proposed documents will be made only by an addendum duly issued. A copy of such addendum will be e-mailed to proposers who have registered Intent to Submit a Proposal.
4. Any addendum issued prior to the proposal due date must be acknowledged by signature, dated and be submitted as part of the Administrative Proposal. In awarding a contract, any addenda will become a part thereof.

5. Any verbal information obtained from, or statements made by, representatives of the Commissioner of General Services at the time of examination of the documents, pre-bid conference, or site visit shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, to all Proposers shall become a part of the contract.

## **5. Contract Clauses and Requirements**

---

### **5.1 Appendix A / Order of Precedence**

Appendix A — Standard Clauses for New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

1. Appendix A (dated January 2014)
2. Contract Service Agreement
3. OGS Invitation For Bid Number #2226 including any Addenda
4. Selected Contractor's Bid including Bid Proposal Form (Attachment 1)

### **5.2 Procurement Lobbying Requirement**

Pursuant to State Finance Law §139-j and §139-k, this Solicitation includes and imposes certain restrictions on communications between OGS and a Vendor during the procurement process. A Vendor is restricted from making contacts from the earliest posting, on a governmental entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified on the first page and in Section 2.1. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Vendor pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Vendor is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: <http://www.ogs.ny.gov/acpl/>

### **5.3 Tax and Finance Clause**

TAX LAW § 5-A:

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

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

Contractor certification forms and instructions for completing the forms are attached to this IFB. Form ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s) a new Form ST-220-TD must be filed with DTF.

Form ST-220-CA must be filed with the bid and submitted to the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with bid

submission). Failure to make either of these filings may render a Bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Vendors may call DTF at **1-800-698--2909** for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.nystax.gov>

## 5.4 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each bid will be held in confidence and details of any bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's bid contains any such trade secrets or other confidential or proprietary information, **you must submit a request to except such information from disclosure**. Such request must be in writing, must state the reasons why the information should be excepted from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a bid from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

## 5.5 General Requirements

- The Bidder agrees to adhere to all State and Federal laws and regulations in connection with the contract.
- The Bidder agrees to notify the Office of General Services of any changes in the legal status or principal ownership of the firm, forty five (45) days in advance of said change.
- The Bidder agrees that in any contract resulting from this IFB it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
- The Bidder agrees that any contract resulting from this IFB may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Commissioner of General Services.
- For reasons of safety and public policy, in any contract resulting from this IFB, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
- For purposes of any contract resulting from this IFB, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- The Commissioner's interpretation of specifications shall be final and binding upon the Contractor.
- The Commissioner of General Services will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Bidder has based its bid on the more expensive option. Final decision will rest with the Commissioner of General Services.
- **INSPECTION** – For purposes of any contract resulting from this IFB, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, the Commissioner of the Office of General Services may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.

- **STOP WORK ORDER** - The Commissioner of General Services reserves the right to stop the work covered by this IFB and any contract(s) resulting there from at any time that it is deemed the successful Bidder is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, the Office of General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Bidder shall be liable to the State of New York for any such costs on account thereof. In the event that the Office of General Services issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.
- It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
- The Office of General Services reserves the right to reject and bar from the facility any employee hired by the Contractor.

## 5.6 Contract Terms

All provisions and requirements of Appendix A (dated January 2014) Standard Clauses for New York State Contracts, which is attached hereto and forms a part hereof, will be incorporated into any contract resulting from this IFB, and will be binding upon the parties to such contract.

All provisions and requirements, which are attached hereto and form a part hereof, will be incorporated into any contract resulting from this IFB, and will be binding upon the parties to such contract.

It is stipulated and agreed by the parties that the law of the State of New York shall solely and in all respects govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this IFB.

Any contract resulting from this IFB shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the Comptroller of the State of New York.

## 5.7 Subcontractors

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the solicitation and the contract resulting from the solicitation. When bidding, any known / planned use of subcontractors must be disclosed in detail with bid submission. If subcontractors are to be used for base scope services, it shall be understood that the bid price includes the cost of the subcontractor and no additional markups will be allowed. If subcontractors are to be used for Additional Services, they will be subject to the Additional Services clause, and associated markup provision herein. The total of all subcontractor work during the term of the Contract, exclusive of M/WBE subcontracted work as established in the approved utilization plan, shall not exceed 10% of the total contract value.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this IFB or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or subcontractor/subcontractor's employee(s) who carry out any of the provisions of any contract resulting from this IFB.

The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the subcontractors.

The Contractor shall be responsible for informing the subcontractors of all terms, conditions, and requirements of the contract documents.

During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to the Deputy Commissioner of Real Property Management and Facilities or their designee, 39<sup>th</sup> Floor, Corning Tower, Governor Nelson A. Rockefeller Empire State Plaza, 39<sup>th</sup> Floor, Albany, New York 12242, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as the Director may require concerning the proposed subcontractor's ability and qualifications.

## 5.8 Procurement Rights

The State of New York reserves the right to:

1. Reject any and all proposals received in response to this Solicitation.
2. Disqualify a Proposer from receiving the award if the Proposer, or anyone in the Proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Correct Proposers' mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the Proposer.
4. Adjust any Proposer's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Proposer will cause the State to incur additional costs.
5. Utilize any and all ideas submitted in the proposals received.
6. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
7. Begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification.
8. Waive any non-material requirement not met by all Proposers.
9. Not make an award from this Solicitation.
10. Make an award under this Solicitation in whole or in part.
11. Make multiple contract awards pursuant to the Solicitation.
12. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
13. Seek clarifications of proposals.
14. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the IFB.
15. Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available.
16. Waive any requirements that are not material.
17. If two or more bids are found to be substantially equivalent, the Commissioner of OGS, at their sole discretion, will determine award using the pre-established process. For best value procurements, cost will be the determining factor.

Note: The State is not liable for any cost incurred by a Proposer in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

## 5.9 Extent of Services

OGS reserves the right to re-negotiate at its discretion, to reduce the amount of services provided under any contract resulting from this solicitation. This reduction in services shall be effectuated by written amendment to the contract and subject to approval by the Office of the State Comptroller.

## 5.10 Debriefings

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Prior to contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that bidder's proposal or bid. After contract award, OGS shall, upon request, provide a debriefing to any bidder that responded to the IFB, regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder within thirty days of contract approval as posted on the OSC website (web address below).

## 5.11 Termination

### A) Termination

The Office of General Services may, upon thirty (30) days' notice, terminate the contract resulting from this RFP/IFB in the event of the awarded Bidder's failure to comply with any of the proposal's requirements unless the awarded Bidder obtained a waiver of the requirement.

In addition, OGS may also terminate any contract resulting from this RFP/IFB upon ten (10) days' written notice if the Contractor makes any arrangement for the assignment for the benefit of creditors.

Furthermore, OGS shall have the right, in its sole discretion, at any time to terminate a contract resulting from this RFP/IFB, or any unit portion thereof, with or without cause, by giving thirty (30) days' written notice of termination to the Contractor.

### B) Procurement Lobbying Termination

The Office of General Services reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Office of General Services may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

### C) Effect of Termination

Any termination by OGS under this Section shall in no event constitute or be deemed a breach of any contract resulting from this RFP/IFB and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.

## 5.12 NYS Vendor Responsibility

OGS conducts a review of prospective contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter "Questionnaire") is used for non-construction contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website, <https://www.osc.state.ny.us/vendrep/index.htm> or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: [http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm).

In order to assist the State in determining the responsibility of the Bidder prior to Contract Award, the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date. A Bidder's Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.



The Bidder agrees that if it is awarded a Contract the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS 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.

The Commissioner of OGS 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 Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS 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.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

### **5.13 New York State Vendor File Registration**

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the Contractor Information page included in **RFP Appendix B** of this solicitation.

If the Bidder is not currently registered in the Vendor File and is recommended for award, OGS shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. The Office of General Services will initiate the vendor registration process for all Bidders recommended for Contract Award. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: [www.osc.state.ny.us/vendors/index.htm](http://www.osc.state.ny.us/vendors/index.htm)

**Form to be completed** [http://www.osc.state.ny.us/vendor\\_management/](http://www.osc.state.ny.us/vendor_management/)

### **5.14 Ethics Compliance**

All bidders/contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing any contract resulting from this IFB, the Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

### **5.15 Indemnification**

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of any contract resulting from this solicitation and shall be solely responsible and



liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this Agreement and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this solicitation, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, subcontractors or employees, or the failure by the Contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed.

## **5.16 Force Majeure**

Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation 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 solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, 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 will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

## **5.17 Encouraging Use of New York State Businesses in Contract Performance**

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

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

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

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

## **5.18 Sexual Harassment Prevention**

Pursuant to N.Y. State Finance Law § 139-l, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law § 201-g.

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>.

Pursuant to N.Y. State Finance Law § 139-I, any bid by a corporate bidder containing the certification required above shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the bidder.

If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification. After review and consideration of such statement, OGS may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

The certification required above can be found on IFB Appendix B – NYS Required Certifications, which Bidder must submit with its bid.

## **APPENDIX A**

# **STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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

## **TABLE OF CONTENTS**

	<b>Page</b>
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7

## **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 (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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](mailto: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](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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 NEW YORK 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.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:  
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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

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

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

## **Solicitation**

### Appendix B – Required Forms

## Required Forms – Table of Contents

---

The following required forms are to be submitted with the proposer's proposal. The forms include:

- ☐ Contractor Information Page
- ☐ Corporate Acknowledgement (must be notarized)
- ☐ Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j (3) and §139-j (6) (b)
- ☐ Offerer Disclosure of Prior Non-Responsibility Determinations
- ☐ Offerer's Certification of Compliance with State Finance Law §139-k(5)
- ☐ NYS Required Certifications
  - Nondiscrimination In Employment In Northern Ireland Macbride Fair Employment Principles
  - Non-Collusive Bidding Certification
  - Diesel Emission Reduction Act
  - Executive Order No 177 Certification
  - State Finance Law § 139-I Certification
  - Small Business Certifications
- ☐ ST-220 -TD Taxation & Finance Contractor Certification  
(Submitted directly to Taxation & Finance)
- ☐ ST-220 -CA Taxation and Finance Covered Agency Certification
- ☐ EEO 100- Equal Employment Opportunity Staffing Plan
- ☐ MWBE 100- MWBE Utilization Plan
- ☐ SDVOB Utilization Plan

## Contractor Information

### Solicitation Number

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b).

Authorized Signature		Date	
Print Name		Title	
Company Name			
Federal ID Number		NYS Vendor ID Number	
Address			
City	State	Zip	County
Telephone Number	Ext	Toll Free Telephone	Ext
Fax Number	Toll Free Fax Number		
Email of Designated Contact			

Please identify if any of the following apply:

New York State Small Business as defined in Executive Law Section 310(20) and as detailed in the "New York State Required Certifications" included in Appendix B herein.	Yes	No
New York State Certified Minority Owned Business	Yes	No
New York State Certified Woman Owned Business	Yes	No
New York State Certified Service-Disabled Veteran-Owned Business	Yes	No
Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State?	Yes	No
Will New York State Businesses be used in the performance of this contract?	Yes	No
If yes, identify New York State Business(es) that will be used; (Attach identifying information).		
Does your proposal meet all the requirements of this solicitation?	Yes	No

**INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
: SS.:  
COUNTY OF \_\_\_\_\_ }

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that \_he resides at

\_\_\_\_\_,  
Town of \_\_\_\_\_,  
County of \_\_\_\_\_,  
State of \_\_\_\_\_; and further that:

**[Check One]**

☐ **If an individual):** \_he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ **If a corporation):** \_he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ **If a partnership):** \_he is the \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ **If a limited liability company):** \_he is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that \_he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

\_\_\_\_\_  
**Notary Public**  
**Registration No.** \_\_\_\_\_  
**State of:** \_\_\_\_\_

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

---

New York State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b).			
Authorized Signature		Date	
Print Name		Title	
Company Name			
Address			
City	State	Zip	

## **Offerer Disclosure of Prior Non-Responsibility Determinations**

---

### **Background:**

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

### **Instructions:**

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

## Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract			
Address			
City	State	Zip	
Person Submitting this Form	Title	Date	Contract Procurement Number

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?	No	Yes
<i>If yes, please answer questions 2-4 before proceeding to question 5. If no, please go to question 5.</i>		
2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j	No	Yes
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?	No	Yes
4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.		
Governmental Entity		Date of Finding of Non-responsibility
Basis of Finding of Non-Responsibility (Add additional pages as necessary)		
5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?	No	Yes
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 Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature



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

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

Offerer Certification:			
<i>I certify that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.</i>			
Authorized Signature		Date	
Print Name		Title	
Company Name			
Address			
City	State	Zip	

## Procurement Lobbying Termination

The Office of General Services 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 of General Services may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

## Nondiscrimination In Employment In Northern Ireland Macbride Fair Employment Principles

1. have business operations in Northern Ireland No Yes , **and if yes:**
2. shall take lawful steps in good faith to conduct any business operations 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 compliance with such principles. No Yes

set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy duty vehicles, as defined in the Law, to be used under this contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

### **Executive Order No. 177 Certification**

---

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

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

Generally, the Human Rights Law applies to:

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

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

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

### **State Finance Law § 139-I Certification**

---

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

If the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification.

### **Small Business Certifications**

---

#### **State Finance Law § 163(1)(j) (Authorizes Award of Quantitative Factor Credit for Small Business Status in Evaluation for Best Value Contracts)**

For purposes of New York State Finance Law § 163(1)(j), the contractor certifies that it:

\_\_\_ **IS NOT** a Small Business as defined in New York State Executive Law § 310(20).

\_\_\_ **IS** a Small Business as defined in New York State Executive Law § 310(20).

"Small Business" is defined under New York State Executive Law § 310(20) as a business that:

- A. has a significant business presence in New York demonstrated through one of the following:
  - 1. pays taxes in New York State, or
  - 2. purchases New York State products or materials, or
  - 3. has any payroll in New York State
- B. is independently owned and operated;
- C. is not dominant in its field; and,
- D. employs less than 300 persons.

**State Finance Law § 163(6) (Authorizes Discretionary Purchases of Commodities or Services from Small Business Concerns)**

For purposes of New York State Finance Law § 163(6), the contractor certifies that it:

\_\_\_ **IS NOT** a Small Business Concern or Small Business as defined in New York State Finance Law § 160(8).

\_\_\_ **IS** a Small Business Concern or Small Business as defined in New York State Finance Law § 160(8).

"Small Business Concern" or "Small Business" is defined under New York State Finance Law § 160(8) as a business that:

- A. is resident in New York State;
- B. is independently owned and operated;
- C. is not dominant in its field; and
- D. employs 100 or less persons.

**By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Certifications document and that all information provided is complete, true and accurate.**

Authorized Signature		Date	
Print Name		Title	
Company Name			
D/B/A – Doing Business As (if applicable)			
Address			
City	State	Zip	

## NYS Department of Taxation and Finance - FORMS

CONTRACTOR CERTIFICATION (ST-220-TD 12/11)  
CONTRACTOR CERTIFICATION TO COVERED AGENCY  
(ST-220-CA 12/11)

**Contractor Certification**(Pursuant to Tax Law Section 5-a, as amended,  
effective April 26, 2006)**ST-220-TD**

(4/15)

**For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).**

Contractor name				
Contractor's principal place of business		City	State	ZIP code
Contractor's mailing address (if different than above)		City	State	ZIP code
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)		Contractor's telephone number (      )	
Covered agency or state agency	Contract number or description		Covered agency telephone number (      )	
Covered agency address	City	State	ZIP code	
Is the estimated contract value over the full term of the contract (but not including renewals) more than \$100,000? Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown at this time <input type="checkbox"/>				

**General information**

Tax Law section 5-a, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file Form ST-220-CA, *Contractor Certification to Covered Agency*, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and *Individual, Corporation, Partnership, or LLC Acknowledgement* on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and Tax Law section 5-a, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*. See *Need help?* for more information on how to obtain this publication.

**Note:** Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT  
DATA ENTRY SECTION  
W A HARRIMAN CAMPUS  
ALBANY NY 12227-0826**

**Privacy notification**

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

**Need help?**Visit our Web site at **[www.tax.ny.gov](http://www.tax.ny.gov)**

- get information and manage your taxes online
- check for new online services and features

**Telephone assistance****Sales Tax** Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

**Text Telephone (TTY) Hotline** (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

**Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_  
(name) (title)  
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

**Complete Sections 1, 2, and 3 below. Make only one entry in each section.**

**Section 1 – Contractor registration status**

- ☐ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253, and is listed on Schedule A of this certification.
- ☐ The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

**Section 2 – Affiliate registration status**

- ☐ The contractor does not have any affiliates.
- ☐ To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- ☐ To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

**Section 3 – Subcontractor registration status**

- ☐ The contractor does not have any subcontractors.
- ☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- ☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(sign before a notary public)

\_\_\_\_\_  
(title)

**Schedule A – Listing of each entity (contractor, affiliate, or subcontractor) exceeding \$300,000 cumulative sales threshold**

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the \$300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to contractor	B Name	C Address	D Federal ID number	E Sales tax ID number	F Registration in progress

- Column A – Enter **C** in column A if the contractor; **A** if an affiliate of the contractor; or **S** if a subcontractor.
- Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner’s given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.
- Column C – Address - Enter the street address of the entity’s principal place of business. Do not enter a PO box.
- Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.
- Column E – Sales tax ID number - Enter only if different from federal EIN in column D.
- Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.



**Individual, Corporation, Partnership, or LLC Acknowledgment**

STATE OF                    }  
                              :                   SS.:  
COUNTY OF                }

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that  
\_ he resides at \_\_\_\_\_,  
Town of \_\_\_\_\_,  
County of \_\_\_\_\_,  
State of \_\_\_\_\_; and further that:

*(Mark an X in the appropriate box and complete the accompanying statement.)*

- ☐ (If an individual): \_he executed the foregoing instrument in his/her name and on his/her own behalf.
- ☐ (If a corporation): \_he is the \_\_\_\_\_  
of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- ☐ (If a partnership): \_he is a \_\_\_\_\_  
of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- ☐ (If a limited liability company): \_he is a duly authorized member of \_\_\_\_\_  
LLC, the limited liability company described in said instrument; that \_he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public

Registration No. \_\_\_\_\_

**Contractor Certification to Covered Agency**

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

**ST-220-CA**

(12/11)

**For information, consult Publication 223, Questions and Answers Concerning Tax Law Section 5-a (see Need Help? on back).**

Contractor name				For covered agency use only Contract number or description		
Contractor's principal place of business		City	State			ZIP code
Contractor's mailing address (if different than above)						Estimated contract value over the full term of contract (but not including renewals)
Contractor's federal employer identification number (EIN)			Contractor's sales tax ID number (if different from contractor's EIN)			
Contractor's telephone number		Covered agency name				\$
Covered agency address					Covered agency telephone number	

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_  
(name) (title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with \_\_\_\_\_  
(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(sign before a notary public)

\_\_\_\_\_  
(title)

## Instructions

### General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See *Need help?* for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

**Note:** Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

### When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

**Individual, Corporation, Partnership, or LLC Acknowledgment**

STATE OF \_\_\_\_\_ }  
: SS.:  
COUNTY OF \_\_\_\_\_ }

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that \_\_\_\_\_ he resides at \_\_\_\_\_, Town of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_; and further that:

[Mark an **X** in the appropriate box and complete the accompanying statement.]

- ☐ (If an individual): \_\_\_\_\_ he executed the foregoing instrument in his/her name and on his/her own behalf.
- ☐ (If a corporation): \_\_\_\_\_ he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_\_\_\_\_ he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_\_\_\_\_ he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- ☐ (If a partnership): \_\_\_\_\_ he is a \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, \_\_\_\_\_ he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_\_\_\_\_ he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- ☐ (If a limited liability company): \_\_\_\_\_ he is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that \_\_\_\_\_ he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_\_\_\_\_ he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Registration No.

**Privacy notification**

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

**Need help?**



Visit our Web site at **[www.tax.ny.gov](http://www.tax.ny.gov)**

- get information and manage your taxes online
- check for new online services and features



**Telephone assistance**

**Sales Tax** Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

**Text Telephone (TTY) Hotline** (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



**Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.



## EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

**General instructions:** Contact the Designated Contact(s) for the solicitation if you have any questions. **All Offerors** must complete an EEO Staffing Plan (EEO 100) 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 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 total work force, the Offeror shall complete this form for the contractor's total work force. Subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor must complete this form upon request of OGS.

### 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 if the work force being reported is just for the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading "Work force by Gender."
6. Break down the total work force by race/ethnic background and enter under the heading "Work force by Race/Ethnic Identification." 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 report, 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.

**AMERICAN INDIAN OR ALASKAN NATIVE (Not of Hispanic Origin)** - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.



## EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

**SUBMIT WITH BID OR PROPOSAL** or within a reasonable time thereafter as requested by OGS, but prior to Contract Award.

<b>Solicitation No.:</b>	<b>Reporting Entity:</b> <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Report includes Contractor's <input type="checkbox"/> Contractor's work force to be utilized on this contract <input type="checkbox"/> Contractor's total work force <input type="checkbox"/> Subcontractor's work force to be utilized on this contract <input type="checkbox"/> Subcontractor's total work force
<b>Contractor/Subcontractor's Name:</b>		
<b>Contractor/Subcontractor's Address:</b>		
<b>FEIN:</b>		

Enter the total number of employees for each classification:

EEO Job Category	Total Work Force	Work force by Gender		Work force by Race/Ethnic Identification													
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		American Indian or Alaskan Native (M) (F)		Veteran (M) (F)		(M)	(F)
Executive/Senior level Officials & Managers																	
First/Mid-level officials & Managers																	
Professionals																	
Technicians																	
Sales Workers																	
Administrative Support Workers																	
Craft Workers																	
Operatives																	
Laborers and Helpers																	
Service Workers																	
Totals																	

<b>PREPARED BY (Signature):</b>	<b>TELEPHONE NO.:</b>	<b>DATE:</b>
	<b>EMAIL ADDRESS:</b>	
<b>NAME AND TITLE OF PREPARER (Print or Type):</b>		



**Office of  
General Services**

**Office of Minority and Women-Owned  
Business Enterprises**

## **Commodities and Services**

Submit Completed Plan with your bid To:

NYS Office of General Services  
Financial Administration – Agency Procurement Office  
Corning Tower, 32nd Floor, ESP  
Albany, New York 12242

### **Instructions for Submitting the MWBE Utilization Plan for Commodities and Services (Form MWBE 100)**

Where required in the Solicitation and/or Contract, submit the completed Plan with your bid package on the stated date and time to:

NYS Office of General Services  
Financial Administration – Agency Procurement Office  
Corning Tower, 32nd Floor, ESP  
Albany, New York 12242  
Phone: 518-474-5981

Failure to submit the Plan or obtain a waiver could result in non-award of the Contract.

- **The Plan must contain a detailed description of the supplies and/or services to be provided by each MWBE subcontractor/supplier.**
  - **Complete all items on the form with the exception of the sections marked “For OGS MWBE Use Only.”**
  - **List New York State certified MBE/WBE firms only.** Only MBE/WBE firms certified by Empire State Development’s Division of Minority and Women’s Business Development can be used to meet MWBE Goals. Non-certified firms, or firms that are pending certification, cannot be used toward goal attainment until they are NYS certified.
  - **All listed subcontractors/suppliers will be contacted and verified by OGS.**
  - Bidders/Contractors may attach additional sheets if necessary.
2. To identify New York State certified MWBEs, access Empire State Development’s MWBE directory at: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp> For additional information regarding this directory, please call The Empire State Development Corporation at (212) 803-2414 (Downstate) or (518) 292-5250 (Upstate). Additionally, you may contact the OGS MWBE office designated contacts at (518) 486-9284 which will, upon request, provide you with a listing of certified MBE/WBE firms.
  3. Pursuant to 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Actions that do not constitute good faith efforts by Contractors to solicit NYS Certified MWBEs to participate in the Contract include, but are not limited to, the following:
    - (1) Self-performance of tasks on a project.
    - (2) Not engaging an MWBE because it did not submit the lowest quote for work or materials.
  4. OGS will review the submitted Plan and advise Bidder/Contractor of OGS’s acceptance or deficiency within twenty (20) days of its receipt. Bidder/Contractor shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify Bidder/Contractor and direct Bidder/Contractor to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal. The approved Plan will be posted on the OGS website within ten (10) days of Contract Award. Any changes to the Plan must be approved by OGS.



Office of  
General Services

Office of Minority and Women-Owned  
Business Enterprises

## Commodities and Services

Submit Completed Plan with your bid To:

NYS Office of General Services  
Financial Administration – Agency Procurement Office  
Corning Tower, 32nd Floor, ESP  
Albany, New York 12242

# MWBE UTILIZATION PLAN

☐ Initial Plan ☐ Revised plan Contract/Solicitation # \_\_\_\_\_

**INSTRUCTIONS:** This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS Certified Minority and Women-owned Business Enterprises (MWBE) under the contract. By submission of this Plan, the Bidder/Contractor commits to good faith efforts in the utilization of MWBE subcontractors and suppliers as required by the MBE/WBE goals contained in the Solicitation/Contract. Making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward MWBE utilization. Attach additional sheets if necessary.

### BIDDER/CONTRACTOR INFORMATION

#### MWBE Goals In Contract

Bidder/Contractor Name:

NYS Vendor ID:

MBE %

Bidder/Contractor Address (Street, City, State and Zip Code):

WBE %

Bidder/Contractor Telephone Number:

Contract Work Location/Region:

Contract Description/Title:

### CONTRACTOR INFORMATION

Prepared by (Signature):

Name and Title of Preparer:

Telephone Number:

Date:

Email Address:

### IF UNABLE TO MEET THE MBE AND WBE GOALS SET FORTH IN THE SOLICITATION/CONTRACT BIDDER/CONTRACTOR MUST SUBMIT A REQUEST FOR WAIVER (FORM BDC 333)

MWBE Subcontractor/Supplier Name:

MWBE Certification: ☐ MBE ☐ WBE (If firm is dual certified please select one only)

Please identify the person you contacted:

Federal Identification No.:

Telephone No.:

Address:

Email Address:

Detailed Description of work to be provided by subcontractor/supplier:

Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ \_\_\_\_\_ or \_\_\_\_\_%

MWBE Subcontractor/Supplier Name:

MWBE Certification: ☐ MBE ☐ WBE (If firm is dual certified please select one only)

Please identify the person you contacted:

Federal Identification No.:

Telephone No.:

Address:

Email Address:

Detailed Description of work to be provided by subcontractor/supplier:

Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ \_\_\_\_\_ or \_\_\_\_\_%

### FOR OGS MWBE USE ONLY

OGS MWBE Authorized Signature:

☐ Accepted

☐ Accepted as Noted

☐ Notice of Deficiency

NAME (Please Print):

MBE %/\$ \_\_\_\_\_

WBE %/\$ \_\_\_\_\_

Date Received:

Date Processed:

Comments:

**NYS CERTIFIED MWBE SUBCONTRACTOR/SUPPLIER INFORMATION:** The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/FrontEnd/SupplierSearchPublic.asp?TN=ny&XID=2528>

**Note:** All listed Subcontractors/Suppliers will be contacted and verified by OGS.



# ADDITIONAL SHEET

<b>Bidder/Contractor Name:</b>	<b>Contract/Solicitation #</b> _____
--------------------------------	--------------------------------------

<b>MWBE Subcontractor/Supplier Name:</b>	<b>MWBE Certification:</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <b>(If firm is dual certified please select one only)</b>		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			

  

<b>MWBE Subcontractor/Supplier Name:</b>	<b>MWBE Certification:</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <b>(If firm is dual certified please select one only)</b>		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			

  

<b>MWBE Subcontractor/Supplier Name:</b>	<b>MWBE Certification:</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <b>(If firm is dual certified please select one only)</b>		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			

  

<b>MWBE Subcontractor/Supplier Name:</b>	<b>MWBE Certification:</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <b>(If firm is dual certified please select one only)</b>		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			





## SDVOB UTILIZATION PLAN

☐ Initial Plan    ☐ Revised plan    Contract/Solicitation # \_\_\_\_\_

**INSTRUCTIONS:** This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS **Certified** Service-Disabled Veteran-Owned Business (SDVOB) under the contract. By submission of this Plan, the Bidder/Contractor commits to making good faith efforts in the utilization of SDVOB subcontractors and suppliers as required by the SDVOB goals contained in the Solicitation/Contract. Making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward SDVOB utilization. Attach additional sheets if necessary.

### BIDDER/CONTRACTOR INFORMATION

### SDVOB Goals In Contract

Bidder/Contractor Name:	NYS Vendor ID:	%
Bidder/Contractor Address (Street, City, State and Zip Code):		
Bidder/Contractor Telephone Number:	Contract Work Location/Region:	
Contract Description/Title:		

### CONTRACTOR INFORMATION

Prepared by (Signature):	Name and Title of Preparer:	Telephone Number:	Date:
Email Address:			

***If unable to meet the SDVOB goals set forth in the solicitation/contract, bidder/contractor must submit a request for waiver on the SDVOB Waiver Form.***

SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%			

SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%			

### FOR OGS USE ONLY

OGS Authorized Signature:	<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted as Noted	<input type="checkbox"/> Notice of Deficiency
NAME (Please Print):	SDVOB %/\$ _____	Date Received:	Date Processed:
Comments:			

**NYS CERTIFIED SDVOB SUBCONTRACTOR/SUPPLIER INFORMATION:** The directory of New York State Certified SDVOBs can be viewed at: <https://online.ogs.ny.gov/SDVOB/search>

**Note:** All listed Subcontractors/Suppliers will be contacted and verified by OGS.

# ADDITIONAL SHEET

<b>Bidder/Contractor Name:</b>	<b>Contract/Solicitation #</b> _____
--------------------------------	--------------------------------------

<b>SDVOB Subcontractor/Supplier Name:</b>			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			
<b>SDVOB Subcontractor/Supplier Name:</b>			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			
<b>SDVOB Subcontractor/Supplier Name:</b>			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			
<b>SDVOB Subcontractor/Supplier Name:</b>			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			

# **Appendix C**

## **Sample Contract**

### **Solicitation No. 2226**

**STATE OF NEW YORK  
OFFICE OF GENERAL SERVICES**

**AGREEMENT FOR  
Window Washing Services**

**at**

**New York State  
Capital Region Facilities**

**WITH**

**(CONTRACTOR)**

**CONTRACT #OGS1-C00XXXX-1140000**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the People of the State of New York, acting by and through the Commissioner of General Services, whose office is in the Corning Tower Building, at the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242 (hereinafter "Commissioner", "OGS" or "State"), and (Company Name), (hereinafter "Contractor"), with an office at \_\_\_\_\_.

**W I T N E S S E T H:**

**WHEREAS**, the OGS is responsible for New York State Capital Region Facilities (hereinafter the "State Office Buildings") and in fulfilling its responsibility deems it necessary to obtain Window Washing Services at said facilities therefore, and

**WHEREAS**, OGS has determined after having solicited proposals from proposers willing to supply these services, that the Contractor submitted the proposal affording the State the lowest price for such services for Lot \_ and that the Contractor possesses the necessary capacity, experience and expertise for provision of Window Washing Services, and that Contractor is ready, willing and able to perform such services on the terms hereinafter set forth.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

**1. CONSIDERATION**

OGS shall pay the Contractor for all Window Washing Services fees and other fees and expenses in accordance with the amounts and rates put forth in the Contractor's proposal attached hereto as Appendix "C", which Appendix C is hereby incorporated by reference and made a part hereof as fully as if set forth as length herein. This contract will be established with

a not to exceed value of \$\_\_\_\_\_. Services performed beyond this amount will not be compensated.

## **2. TERM**

This Agreement shall commence upon OSC approval and will be in effect for five (5) years unless sooner terminated as herein specified.

## **3. SERVICES**

The Contractor agrees to perform this Agreement and to furnish the services, labor and materials required in connection therewith in accordance with all the specifications, conditions, covenants and representations contained in the Invitation for Bids No. 2226, which is annexed as Appendix "B" hereto, and the Contractor's bid, annexed as Appendix "C" hereto, except as such Appendices B and C have been revised by the terms hereof. Appendix B is hereby incorporated by reference and made a part hereof with the same force and effect as if set forth at length herein.

## **4. TERMINATION**

This Agreement may be terminated in accordance with the termination provisions set forth in the solicitation attached hereto as Appendix B hereof.

### **A) Termination**

The Office of General Services may, upon thirty (30) days' notice, terminate the contract resulting from this IFB in the event of the awarded Bidder's failure to comply with any of the proposal's requirements unless the awarded Bidder obtained a waiver of the requirement.

In addition, OGS may also terminate any contract resulting from this IFB upon ten (10) days written notice if the Contractor makes any arrangement for the assignment for the benefit of creditors.

Furthermore, OGS shall have the right, in its sole discretion, at any time to terminate a contract resulting from this IFB, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor.

### **B) Procurement Lobbying Termination**

The Office of General Services reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Office of General Services may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

### **C) Effect of Termination**

Any termination by OGS under this Section shall in no event constitute or be deemed a breach of any contract resulting from this IFB and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.

## **5. RECORDS**

The Contractor will maintain accurate records and accounts of services performed and monies expended under this Agreement. Such records will be maintained for six (6) years following the close of the State fiscal year to which they pertain and will be made available to representatives of OGS or the New York State Comptroller, as may be necessary for auditing purposes, upon request.

## **6. TAXES**

The Contractor will be responsible for all applicable Federal, State and Local taxes and all FICA contributions.

## **7. INDEPENDENT CONTRACTOR**

It is understood and agreed that the legal status of the Contractor, its subcontractors, agents, officers and employees is that of an independent contractor and in no manner shall they be deemed employees or agents of the State of New York and, therefore, are not entitled to any of the benefits associated with such employment or designation.

## **8. APPENDIX A**

Appendix A, Standard Clauses for New York State Contracts, attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein.

## **9. ASSIGNMENT**

Contractor agrees that it will not assign this Agreement, or any interest therein without the prior written consent of the Commissioner of General Services.

## **10. LAW**

This Agreement shall be governed by the laws of the State of New York.

## **11. CONDITIONS PRECEDENT**

This Agreement shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the State Comptroller.

## **12. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto.

## **13. EXECUTORY CLAUSE**

This Agreement shall be deemed executory only to the extent of money available to the State for performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for purposes thereof.

#### **14. INCONSISTENCIES**

In the event of any discrepancy, disagreement or ambiguity between this contract agreement and Appendix B "Solicitation" and/or Appendix C "Bid", or between any Appendices, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

1. Appendix A
2. This Contract Agreement
3. Appendix B – Solicitation #2226 including Addenda
4. Appendix C – Contractor's Bid

The parties understand and agree that any and all deviations or exceptions taken by Contractor to the State's Invitation to Bid are hereby withdrawn except only to the extent that such exceptions or deviations have been explicitly incorporated into this contract agreement.

#### **15. FORCE MAJEURE**

Neither party hereto will be liable for losses, defaults, or damages under this Agreement 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 Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, 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 will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

#### **16. ASSIGNMENT BY STATE**

The State agrees not to assign this Agreement without prior notice to and reasonable consent of the Contractor provided, however, that this Agreement may be assigned without such consent to another agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the pertinent functions of OGS as an agency are transferred to a successor agency or subdivision of the State.

#### **17. NOTICES**

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Agreement shall be in writing and shall be validly given when mailed by registered or certified mail, overnight carrier or hand delivered, (i) if to the State, addressed to the State at its address set forth above, and (ii) if to Contractor, addressed to Contractor at its address set forth above. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Agreement by giving fifteen (15) days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purposes of this Agreement.

#### **18. CAPTIONS**

The captions contained in this Agreement are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

## **19. SEVERABILITY**

In the event that any one or more of the provisions of this Agreement shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this Agreement, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Agreement.

## **20. INFORMATION SECURITY BREACH**

In accordance with the Information and Security Breach Notification Act (ISBNA) (Chapter 442 of the Laws of 2005, as amended by Chapter 491 of the Laws of 2005), a Contractor with OGS shall be responsible for all applicable provisions of the ISBNA and the following terms herein with respect to any private information (as defined in the ISBNA) received by or on behalf of OGS under this Agreement.

- Contractor shall supply OGS with a copy of its notification policy, which shall be modified to be in compliance with this provision, as well as OGS's notification policy.
- Contractor must encrypt any database fields and backup tapes that contain private data elements, as set forth in the ISBNA.
- Contractor must ensure that private data elements are encrypted in transit to / from their systems.
- In general, contractor must ensure that private data elements are not displayed to users on computer screens or in printed reports; however, specific users who are authorized to view the private data elements and who have been properly authenticated may view/receive such data.
- Contractor must monitor for breaches of security to any of its systems that store or process private data owned by OGS.
- Contractor shall take all steps as set forth in ISBNA to ensure private information shall not be released without authorization from OGS.
- In the event a security breach occurs as defined by ISBNA Contractor shall immediately notify OGS and commence an investigation in cooperation with OGS to determine the scope of the breach.
- Contractor shall also take immediate and necessary steps needed to restore the information security system to prevent further breaches.
- Contractor shall immediately notify OGS following the discovery that OGS's system security has been breached.
- Unless the Contractor is otherwise instructed, Contractor is to first seek consultation and receive authorization from OGS prior to notifying the individuals whose personal identity information was compromised by the breach of security, the State Division of Homeland Security and Emergency Services Enterprise Information Security Office, the



Department of State Division of Consumer Protection, the Attorney General's Office or any consuming reporting agencies of a breach of the information security system or concerning any determination to delay notification for law enforcement investigations.

- Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.
- This policy and procedure shall not impair the ability of the Attorney General to bring an action against the Contractor to enforce all provisions of the ISBNA or limit the Contractor's liability for any violations of the ISBNA.

## **21. CONTRACTOR RESPONSIBILITY**

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS 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.

The Commissioner of OGS 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 Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS 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.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

**CONTRACT NO. C00XXXX**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**Agency Certification**

"In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

**(Company Name)**

**THE PEOPLE OF THE STATE OF NEW YORK**

By: \_\_\_\_\_  
Name:  
Title:  
Federal I.D. No.:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**APPROVED AS TO FORM**

Attorney General

**APPROVED**

State Comptroller

## **INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }

: SS.:

COUNTY OF \_\_\_\_\_ }

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_, before me personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that \_he resides at \_\_\_\_\_, Town of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_; and further that:

**[Check One]**

(☐ **If an individual**): \_he executed the foregoing instrument in his/her name and on his/her own behalf.

(☐ **If a corporation**): \_he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(☐ **If a partnership**): \_he is the \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

(☐ **If a limited liability company**): \_he is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that \_he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

\_\_\_\_\_  
**Notary Public**

**Registration No.** \_\_\_\_\_

**State of:** \_\_\_\_\_

# Sample Contract

## Appendix A

### STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

[Text not included at this time because it is included  
elsewhere in the solicitation. Will be added when contract  
is finalized]

# **Sample Contract**

## **Appendix B**

### **Invitation for Bid 2226**

SAMPLE

# **Sample Contract**

## **Appendix C**

### **Contractor's Bid**

SAMPLE

## Appendix D – Insurance Requirements

## Insurance Requirements

The Bidder shall be required to procure, at its sole cost and expense, all insurance required by this Attachment.

The Bidder shall be required to provide proof of compliance with the requirements of this Attachment, as follows:

- Proof of all insurance required by Section B below shall be provided in accordance with the provisions hereof;
- After award, the Contractor shall be required to provide proof of all insurance after renewal or upon request according to the timelines set forth in Section A.13 below.

Contractors shall be required to procure, at their sole cost and expense, and shall maintain in force at all times during the term of any Contract resulting from this Solicitation, policies of insurance as required by this Attachment. All insurance required by this Attachment shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this Attachment should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. OGS may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Bidders and Contractors shall deliver to OGS evidence of the insurance required by this Solicitation and any Contract resulting from this Solicitation in a form satisfactory to OGS. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by OGS does not, and shall not be construed to, relieve Bidders or Contractors of any obligations, responsibilities or liabilities under this Solicitation or any Contract resulting from this Solicitation.

The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract.

**A. General Conditions Applicable to Insurance.** All policies of insurance required by this Solicitation or any Contract resulting from this Solicitation shall comply with the following requirements:

- 1. Coverage Types and Policy Limits.** The types of coverage and policy limits required from Bidders and Contractors are specified in Paragraph B *Insurance Requirements* below.



**2. Policy Forms.** Except as otherwise specifically provided herein, or agreed to in the Contract resulting from this Solicitation, all policies of insurance required by this Attachment shall be written on an occurrence basis.

**3. Certificates of Insurance/Notices.** Bidders and Contractors shall provide OGS with a Certificate or Certificates of Insurance, in a form satisfactory to OGS as detailed below, and pursuant to the timelines set forth in Section B below. Certificates shall reference the Solicitation or award number and shall name **The New York State Office of General Services, Agency Procurement Office, 32<sup>nd</sup> Floor, Corning Tower, Empire State Plaza, Albany, New York 12242** as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to OGS and in accordance with the New York State Insurance Law (e.g., an ACORD certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
- Refer to this Solicitation and/or any Contract Number resulting from this Solicitation;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section of the Certificate or on a submitted endorsement: **Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.**

Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

OGS generally requires Contractors to submit only certificates of insurance and additional insured endorsements, although OGS reserves the right to request other proof of insurance. Contractors should refrain from submitting entire insurance policies, unless specifically requested by OGS. If an entire insurance policy is submitted but not requested, OGS shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by OGS does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation.

**4. Primary Coverage.** All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees shall be excess of and shall not contribute with the Bidder/Contractor's insurance.

**5. Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this Attachment at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.

**6. Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from OGS. Such approval shall not be unreasonably withheld, conditioned or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Bidder/Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.

**7. Subcontractors.** Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Attachment and maintain the same in force during the term of any work performed by that Subcontractor. An Additional Insured Endorsement CG 20 38 04 13 (or the equivalent) evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor and pursuant to the timelines set forth in Section A.13. below, as applicable. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies.

**8. Waiver of Subrogation.** For all liability policies and the workers' compensation insurance required below, the Bidder/Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

**9. Additional Insured.** The Contractor shall cause to be included in each of the liability policies required below, ISO form CG 20 10 11 85 (or a form or forms that provide equivalent coverage, such as the combination of CG 20 10 04 13 and CG 20 37 04 13) and form CA 20 48 10 13 (or a form or forms that provide equivalent coverage), naming as additional insureds:

The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to OGS pursuant to the timelines set forth in Section B below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Attachment had the Contractor obtained such insurance policies.

**10. *Excess/Umbrella Liability Policies.*** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.

**11. *Notice of Cancellation or Non-Renewal.*** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide OGS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.

**12. *Policy Renewal/Expiration*** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation shall be delivered to OGS. If, at any time during the term of any Contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation or any Contract resulting from this Solicitation, or proof thereof is not provided to OGS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by OGS.

**13. *Deadlines for Providing Insurance Documents after Renewal or Upon Request.*** As set forth herein, certain insurance documents must be provided to the OGS Agency Procurement Office contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to OGS as soon as possible but in no event later than the following time periods:

- For certificates of insurance: 5 business days
- For information on self-insurance or self-retention programs: 15 calendar days
- For other requested documentation evidencing coverage: 15 calendar days
- For additional insured and waiver of subrogation endorsements: 30 calendar days

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to OGS, OGS shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

## B. Insurance Requirements

Bidders and Contractors shall obtain and maintain in full force and effect, throughout the term of any Contract resulting from this Solicitation, at their own expense, the following insurance with limits not less than those described below and as required by the terms of any Contract resulting from this Solicitation, or as required by law, whichever is greater:

Insurance Type		Proof of Coverage is Due
<b>Commercial General Liability</b>	\$2,000,000 each occurrence	Upon notification of tentative award and updated in accordance with Contract
General Aggregate	\$2,000,000	
Products – Completed Operations Aggregate	\$2,000,000	
Personal and Advertising Injury	\$1,000,000	
Medical Expenses Limit	\$5,000	
<b>Crime Insurance</b>	\$50,000	
<b>Business Automobile Liability Insurance</b>	\$1,000,000 each occurrence	
<b>Workers' Compensation</b>		
<b>Disability Benefits</b>		

- 1. Commercial General Liability Insurance:** Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage.

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate
- Products – Completed Operations Aggregate
- Personal and Advertising Injury
- Each Occurrence

Coverage shall include, but not be limited to, the following:

- Premises liability arising from operations;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under the Contract;
- Cross liability for additional insureds; and
- Products/completed operations for a term of no less than one (1) year, commencing upon acceptance of the work, as required by the Contract.

- 2. Crime Insurance (Employee Dishonesty):** If performance under this Contract shall require work on State property, the Contractor shall maintain, during the term of the Contract, Crime Insurance on a "loss sustained form" or "loss discovered form," and coverage must include the following:

- The policy must allow for reporting of circumstances or incidents that might give rise to future claims.

- The policy must include an extended reporting period of no less than one year with respect to events which occurred but were not reported during the term of the policy.
- Any warranties required by the Contractor's insurer as a result of the Contract must be disclosed and complied with. Said insurance shall extend coverage to include the principals (all directors, officers, agents and employees) of the Contractor as a result of this Contract.
- The policy shall include coverage for third party fidelity and name "The People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees" as "Loss Payees" for all third party coverage secured. This requirement applies to both primary and excess liability policies, as applicable.
- The policy shall not contain a condition requiring an arrest and conviction.

**3. Business Automobile Liability Insurance:** Such insurance shall cover liability arising out of any automobile used in connection with performance under the Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract on a form provided by OGS. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to OGS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

In the event that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, but the Contractor does hire and/or utilize non-owned automobiles in connection with performance under the Contract, the Contractor must: (i) obtain Business Automobile Liability Insurance as required by this Solicitation or any Contract resulting from this Solicitation, except that such insurance may be limited to liability arising out of hired and/or non-owned automobiles, as applicable; and (ii) attest to the fact that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, on a form provided by OGS. If, however, during the term of the Contract, the Contractor acquires or leases any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this Attachment and provide proof of such coverage to OGS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

#### **4. Workers' Compensation Insurance and Disability Benefits Requirements**

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These

requirements apply to both original contracts and renewals. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid or any contract renewal. A Bidder will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to OGS.** Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to OGS at the time of notification of tentative award, policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

Proof of Compliance with Workers' Compensation Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website ([www.wcb.ny.gov](http://www.wcb.ny.gov));
- Form C-105.2 (9/07), *Certificate of Workers' Compensation Insurance*, sent to OGS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to OGS upon request from the Contractor; or
- Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
- Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website ([www.wcb.ny.gov](http://www.wcb.ny.gov));
- Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to OGS by the Contractor's insurance carrier upon request; or
- Form DB-155, *Certificate of Disability Benefits Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov>. Once on the site, click on the Employers/Businesses tab and then click on Employers' Handbook.

**Contractor acknowledges that failure to obtain and/or keep in effect any or all required insurance on behalf of OGS constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to OGS. Contractor's failure to obtain and/or keep in effect any or all required insurance shall also provide the basis for OGS' immediate termination of any contract resulting from this Solicitation, subject only to a five (5) business day cure period. Any termination by OGS under this section shall in no event constitute or be deemed a breach of any contract resulting from this Solicitation and no liability shall be incurred by or arise**

**against the Office of General Services, its agents and employees therefore for lost profits or any other damages.**

IFB Appendix E  
M/WBE and EEO Requirements



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

## **I. New York State Law**

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

## **II. General Provisions**

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“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 agrees, in addition to any other nondiscrimination provision of the Contract, and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for 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, a finding of non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section, and/or enforcement proceedings as allowed by the Contract and applicable law.

## **III. Equal Employment Opportunity (EEO)**

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the “Work”) except where the Work is for the beneficial use of the Contractor.
  - 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, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.

2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

**B. Form EEO 100 - Staffing Plan**

To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS 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.

**C. Form EEO 101 - Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services")**

1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS 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 Form EEO-101-Commodities and Services must be submitted electronically to OGS at [EEO\\_CentCon@ogs.ny.gov](mailto:EEO_CentCon@ogs.ny.gov) on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.
2. Separate forms shall be completed by Contractor and all subcontractors.
3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

- D.** Contractor shall comply with the provisions of the Human Rights Law and 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. Contract Goals**

- A. OGS hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and/or WBE participation for subcontracting and supplies acquired under the Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. The MWBE Regulations are located at 5 NYCRR §§ 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Minority- and Women-Owned Business Enterprises. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's 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. Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).

## **V. MWBE Utilization Plan**

- A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.
- B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, and the estimated or, if known, actual dollar amounts to be paid to an MWBE. By signing the Utilization Plan, the Bidder acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by New York State 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 OGS.
- C. By entering into the Contract, Bidder/Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. When an MWBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE.
- D. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within 30 days of receipt.
- E. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- F. OGS may disqualify a Bidder's bid/proposal as being non-responsive under the following circumstances:
  - (a) If a Bidder fails to submit an MWBE Utilization Plan;
  - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
  - (c) If a Bidder fails to submit a request for waiver; or
  - (d) If OGS determines that the Bidder has failed to document good faith efforts.

- G. If awarded a Contract, Contractor certifies that it will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause IV-A of this Section.
- H. Bidder/Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

## **VI. Request for Waiver**

- A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts of the OGS Office of Minority- and Women-Owned Business Enterprises for guidance.
- B. In accordance with 5 NYCRR § 142.7, a Bidder/Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause VII below, may submit a request for a partial or total waiver on Form BDC 333, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses V(C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.
- C. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OGS, upon review of the MWBE Utilization Plan and Monthly 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, OGS 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.

## **VII. Required Good Faith Efforts**

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- 1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
- 2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- 3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.

4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

#### **VIII. Monthly MWBE Contractor Compliance Report**

- A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System ("NYSCS") to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.
- B. When a Contractor receives a payment from a State agency, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.
- C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: **"Introduction to the System – Vendor training"** and **"Contract Compliance Reporting - Vendor Training"** to become familiar with the NYSCS. To view the training schedule and to register visit: <https://ny.newnycontracts.com/events.asp>
- D. As soon as possible after the Contract is approved, Contractor should visit <https://ny.newnycontracts.com> and click on **"Account Lookup"** to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary by choosing **"Change Info."** It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through **"Request New User."** When identifying the person responsible, please add **"- MWBE Contact"** after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for **"Contact Us & Support"** then **"Technical Support"** on the NYSCS website.
- E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OGS

MWBE Office, 29<sup>th</sup> Floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.

- F. It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages provisions in clause IX below.

#### **IX. Breach of Contract and Liquidated Damages**

- A. Where OGS determines that the Contractor is not in compliance with the requirements of this Contract, and the Contractor refuses to comply with such requirements, or if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, the Contractor shall be obligated to pay liquidated damages to OGS.
- 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. If OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by OGS, Contractor shall pay such liquidated damages to OGS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

#### **X. Fraud**

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

**ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/mwbe/forms>**

IFB Appendix F  
SDVOB Requirements

## **PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOB”), thereby further integrating such businesses into New York State’s economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

### **I. Contract Goals**

- A. OGS hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/veterans/>. Questions regarding compliance with SDVOB participation goals should be directed to the OGS Designated Contacts. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veterans’ Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss additional methods of maximizing participation by SDVOBs on the Contract.
- B. Contractor must document “good faith efforts” to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

### **II. SDVOB Utilization Plan**

- A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
- B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to OGS.



- C. OGS will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of OGS acceptance or issue a notice of deficiency within 20 days of receipt.
- D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by OGS, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. OGS may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
  - (a) If a Bidder fails to submit an SDVOB Utilization Plan;
  - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
  - (c) If a Bidder fails to submit a request for waiver; or
  - (d) If OGS determines that the Bidder has failed to document good faith efforts.
- F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
- G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

### **III. Request for Waiver**

- A. **Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at OGS for guidance.**
- B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by OGS at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.
- C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OGS, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) 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, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the

notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to the primary designated contact as stipulated on the front cover of this solicitation and within the body of the solicitation itself.

#### **IV. Required Good Faith Efforts**

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified SDVOBs whom OGS determined were capable of fulfilling the SDVOB goals set in the Contract.
- (4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

#### **V. Monthly SDVOB Contractor Compliance Report**

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 available at <https://ogs.ny.gov/veterans/> and should be completed by the Contractor and submitted to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to:

NYS Office of General Services  
Financial Administration – Agency Procurement Office  
Corning Tower, 32nd Floor, ESP  
Albany, New York 12242

Please include the contract number and primary designated contact name with this report.

#### **VI. Breach of Contract and Damages**

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

**ALL FORMS ARE AVAILABLE AT:** <https://ogs.ny.gov/veterans/>

IFB Appendix G  
Prevailing Wage Schedule  
#2018901192



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

OGS Finance

Sean Jones, CMS 1  
32nd Fl. Corning Tower  
ESP  
Albany NY 12242

Schedule Year 2018 through 2019  
Date Requested 10/23/2018  
PRC# 2018901192

Location ESP, Smith Building  
Project ID# IFB 2226  
Occupation Type(s) Window Cleaners

### PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The Schedule is effective from July 2018 through June 2019. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, [www.labor.ny.gov](http://www.labor.ny.gov). Future copies of the annual determination are also available on the Department's website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240



# **General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts**

## **Introduction**

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

## **Responsibilities of the Public Agency**

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer (NOTE: The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city).

A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

The Public Agency must include in the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Bureau's "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureau's PW 200.9 form is provided for this purpose.

## **Hours**

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

## **Wages and Supplements**

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

The Commissioner of Labor makes an annual determination of the prevailing rates, which is in effect from July 1st through June 30th of the following year. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us). [www.labor.ny.gov](http://www.labor.ny.gov).

Upon receiving the original schedule, the Public Agency is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

## **Payrolls and Payroll Records**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, canceled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9, Section 237).

## **Withholding of Payments**

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public Agency that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Public Agency shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

## **Summary of Notice Posting Requirements**

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

## **Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

## **Interest and Penalties**

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

## **Debarment**

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

## **Criminal Sanctions**

Willful violations of the Prevailing Wage Law (Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

## **Discrimination**

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

## **Workers' Compensation**



In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

### **Unemployment Insurance**

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

OGS Finance

Sean Jones, CMS 1  
32nd Fl. Corning Tower  
ESP  
Albany NY 12242

Schedule Year 2018 through 2019  
Date Requested 10/23/2018  
PRC# 2018901192

Location ESP, Smith Building  
Project ID# IFB 2226  
Occupation Type(s) Window Cleaners

### Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this building service contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

### Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Occupation(s): _____	
Approximate Starting Date: _____ / _____ / _____	_____	
Approximate Completion Date: _____ / _____ / _____	_____	

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240





New York State Department of Labor  
Bureau of Public Work  
SOBC – Bldg. 12 – Rm. 130  
Albany, NY 12240  
[www.labor.ny.gov](http://www.labor.ny.gov)

## **IMPORTANT NOTICE**

### **Regarding Article 9 Building Service Contract Schedules**

#### **Contracts with PRC#s assigned on or after 8/1/2010:**

- Building Service rates (Article 9) will be determined annually on July 1. They are in effect through June 30 of the following year. Employers must pay the newly determined rates each year.
- Any corrections or updates to the annual determination will be posted to the [DOL website](#) on the first day of each month. Employers are responsible for checking for updates each month and paying these updated rates retroactive to July 1<sup>st</sup>.
- The DOL web site has a [page](#) where employers can enter their specific PRC number to find the correct wage rates for their contracts.

#### **Contracts with PRC#s assigned PRIOR to 8/1/2010:**

- The rates in contracts with PRC#s assigned prior to 8/1/2010 will remain effective and extensions to these contracts WILL NOT require a new schedule.

**This is a change to our prior notice.**

Article 9 wage schedule information is now available [online](#).

## Introduction to the Prevailing Rate Schedule

### Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

### Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

### Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

### Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: \$16.00 per hour wage rate X 8 hours per day = \$128.00; \$128.00 X 5 paid days off = \$640.00; \$640.00 divided by 2080 hours = \$0.31 per hour. The \$0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); If a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

### Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

**NOTE:** For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor  
Bureau of Public Work  
State Office Campus, Bldg. 12  
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

## Albany County Article 9

### Window Cleaners

11/01/2018

**JOB DESCRIPTION** Window Cleaners

**DISTRICT** 10

#### ENTIRE COUNTIES

Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

#### WAGES

Per hour: 07/01/2018

\$ 14.01

#### IMPORTANT INFORMATION:

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

#### SUPPLEMENTAL BENEFITS

Per hour: \$ 2.00

#### OVERTIME PAY

See (B, B2) on OVERTIME PAGE

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

10-NYS R&S

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays, if worked



- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays, if worked
- ( U ) Four times the hourly rate for Holidays, if worked
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

### PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 )        None
- ( 2 )        Labor Day
- ( 3 )        Memorial Day and Labor Day
- ( 4 )        Memorial Day and July 4th
- ( 5 )        Memorial Day, July 4th, and Labor Day
- ( 6 )        New Year's, Thanksgiving, and Christmas
- ( 7 )        Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 )        Good Friday
- ( 9 )        Lincoln's Birthday
- ( 10 )       Washington's Birthday
- ( 11 )       Columbus Day
- ( 12 )       Election Day
- ( 13 )       Presidential Election Day
- ( 14 )       1/2 Day on Presidential Election Day
- ( 15 )       Veterans Day
- ( 16 )       Day after Thanksgiving
- ( 17 )       July 4th
- ( 18 )       1/2 Day before Christmas
- ( 19 )       1/2 Day before New Years
- ( 20 )       Thanksgiving
- ( 21 )       New Year's Day
- ( 22 )       Christmas
- ( 23 )       Day before Christmas
- ( 24 )       Day before New Year's
- ( 25 )       Presidents' Day
- ( 26 )       Martin Luther King, Jr. Day
- ( 27 )       Memorial Day
- ( 28 )       Easter Sunday





New York State Department of Labor - Bureau of Public Work  
State Office Building Campus  
Building 12 - Room 130  
Albany, New York 12240

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

**A. Public Work Contract to be let by:** (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ( )

Fax: ( )

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University  
Construction Fund

☐ 05 Mental Hygiene  
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,  
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State  
(Describe)

3. SEND REPLY TO ☐ (check if new or change)  
Name and complete address:

Telephone:( )

Fax: ( )

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:

Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐ 1. New Building

☐ 2. Addition to Existing Structure

☐ 3. Heavy and Highway Construction (New and Repair)

☐ 4. New Sewer or Waterline

☐ 5. Other New Construction (Explain)

☐ 6. Other Reconstruction, Maintenance, Repair or Alteration

☐ 7. Demolition

☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐ Construction (Building, Heavy  
Highway/Sewer/Water)

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners,  
Elevator Operators

☐ Moving furniture and  
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

10. Name and Title of Requester

Signature





NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE  
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

**For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322**



**Article 9**

<b>AGENCY</b>	<b>Fiscal Officer</b>	<b>FEIN</b>	<b>EMPLOYER NAME</b>	<b>EMPLOYER DBA NAME</b>	<b>ADDRESS</b>	<b>DEBARMENT START DATE</b>	<b>DEBARMENT END DATE</b>
DOL	DOL	*****5530	CFM SERVICE CORPORATION INC		P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	DOL		JOSEPH KLEINPETER	CFM SERVICE CORPORATIO N INC	P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	NYC		ROBERT SARDINA		C/O TRAFFIC MOVING SYSTEM 66 ALEXANDER STREETYONKERS NY 10701	03/31/2015	03/31/2020
DOL	NYC	*****2049	TRAFFIC MOVING SYSTEMS INC		66 ALEXANDER STREET YONKERS NY 10701	03/31/2015	03/31/2020



**BID PROPOSAL FORM**

**LOT 1**

**HISTORIC BUILDINGS**

NYS Office of General Services  
Financial Administration  
32nd FL - Corning Tower, Empire State Plaza  
Albany, NY 12242

**CONTRACT NO.** \_\_\_\_\_  
(to be completed by agency)

**Contractor's Name** \_\_\_\_\_

***NOTE: This Bid Proposal Form must be completed and signed and submitted with three (3) Originals and one (1) exact copy.***

The above Contractor agrees to clean the windows at the Historical Buildings in accordance with the specifications for the prices bid below. Price shall be represented as a per cleaning service that shall be inclusive of all costs including product, travel, licenses, insurance, administrative, profit and other ancillary costs.

**New York State Capital – Albany, NY**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_

SUBTOTAL New York State Capital \$ \_\_\_\_\_

**Executive Mansion – Albany, NY**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_

SUBTOTAL Executive Mansion \$ \_\_\_\_\_

**GRAND TOTAL:**  
**LOT 1 – HISTORICAL BUILDINGS**

\$ \_\_\_\_\_

Early payment discounts offered \_\_\_\_\_% / \_\_\_\_ days after receipt of proper invoice  
\_\_\_\_\_ % / \_\_\_\_ days after receipt of proper invoice

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME / TITLE

**BID PROPOSAL FORM**

**LOT 2**

**SPECIAL CONSIDERATION DOWNTOWN ALBANY LOCATIONS**

NYS Office of General Services  
Financial Administration  
32nd FL - Corning Tower, Empire State Plaza  
Albany, NY 12242

**CONTRACT NO.** \_\_\_\_\_  
(to be completed by agency)

**Contractor's Name** \_\_\_\_\_

***NOTE: This Bid Proposal Form must be completed and signed and submitted with three (3) Originals and one (1) exact copy.***

The above Contractor agrees to clean the windows at the Special Consideration Downtown Albany locations in accordance with the specifications for the prices bid below. Price shall be represented as a per cleaning service that shall be inclusive of all costs including product, installation, travel, licenses, insurance, administrative, profit and other ancillary costs.

**Alfred E. Smith State Office Building – Albany, NY**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_

**SUBTOTAL Alfred E. Smith State Office Building** \$ \_\_\_\_\_

**Robert Abrams Building for Law and Justice – Albany, NY**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_

Item 3 – Cleaning of Annex \$ \_\_\_\_\_

**SUBTOTAL Robert Abrams Building for Law and Justice** \$ \_\_\_\_\_

**GRAND TOTAL:**

**LOT 2 - SPECIAL CONSIDERATION DOWNTOWN ALBANY**

**LOCATIONS BUILDINGS (SUM OF SUBTOTALS FOR EACH  
BUILDING)**

**\$ \_\_\_\_\_**

Early payment discounts offered \_\_\_\_\_% / \_\_\_\_ days after receipt of proper invoice

\_\_\_\_\_ % / \_\_\_\_ days after receipt of proper invoice

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME / TITLE

**BID PROPOSAL FORM**

**LOT 3**

**DOWNTOWN ALBANY LOCATIONS**

NYS Office of General Services  
Financial Administration  
32nd FL - Corning Tower, Empire State Plaza  
Albany, NY 12242

**CONTRACT NO.** \_\_\_\_\_  
(to be completed by agency)

**Contractor's Name** \_\_\_\_\_

***NOTE: This Bid Proposal Form must be completed and signed and submitted with three (3) Originals and one (1) exact copy.***

The above Contractor agrees to clean the windows at the Downtown Albany Locations in accordance with the specifications for the prices bid below. Price shall be represented as a per cleaning service that shall be inclusive of all costs including product, installation, travel, licenses, insurance, administrative, profit and other ancillary costs.

**Legislative Office Building – Albany, NY**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_

SUBTOTAL Legislative Office Building \$ \_\_\_\_\_

**Swan Street Building – Albany, NY**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_

SUBTOTAL Swan Street Building \$ \_\_\_\_\_

**Madison Ave Exit, Empire State Plaza Main Platform – Albany, NY**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_

SUBTOTAL Madison Ave Exit \$ \_\_\_\_\_

**Bus Turnaround, Empire State Plaza Main Platform – Albany, NY**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_

SUBTOTAL Bus Turnaround \$ \_\_\_\_\_

**Lancaster St. Exit, Empire State Plaza Main Platform – Albany, NY**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_

SUBTOTAL Lancaster St. Exit \$ \_\_\_\_\_

**The Egg, Empire State Plaza Main Platform – Albany, NY**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_

SUBTOTAL The Egg \$ \_\_\_\_\_

**Empire State Plaza North Pavilion (Café) – Albany, NY**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_

SUBTOTAL North Pavilion (Café) \$ \_\_\_\_\_

**Empire State Plaza South Pavilion (Children's Place at the Plaza) – Albany, NY**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_

SUBTOTAL South Pavilion \$ \_\_\_\_\_

**East Parking Garage – Albany, NY**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_

SUBTOTAL East Parking Garage \$ \_\_\_\_\_

**East Parking Garage Walkway – Albany, NY**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_

SUBTOTAL Easting Parking Garage Walkway \$ \_\_\_\_\_

**Sheridan Hollow Garage – Albany, NY**

Item 1 - Window Cleaning Inside \$ \_\_\_\_\_

Item 2 - Window Cleaning Outside \$ \_\_\_\_\_

SUBTOTAL Sheridan Hollow Garage \$ \_\_\_\_\_

**GRAND TOTAL:**

**LOT 3 - DOWNTOWN ALBANY LOCATIONS (SUM OF SUBTOTALS  
FOR EACH BUILDING)**

\$ \_\_\_\_\_

Early payment discounts offered \_\_\_\_\_ % / \_\_\_\_ days after receipt of proper invoice

\_\_\_\_\_ % / \_\_\_\_ days after receipt of proper invoice

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME / TITLE





## ***IFB Attachment 2*** ***FACILITY SPECIFICATIONS***

### **Lot 1 Historic Buildings**

	<b># of Floors with Exterior Windows</b>	<b>Total # of Exterior Windows per Floor</b>	<b>Total # of Exterior Bldg. Windows</b>	<b>Last Year Cleaned</b>	<b>Do the Bldg. Windows Open for Cleaning?</b>	<b>Bldg. equipped with Scaffolding Rig?</b>	<b>Estimated Number of Cleanings for Term</b>	<b>Comments</b>
<b>New York State Capital</b>	6	Varies by floor	440	2007	Yes(see comments)	No	3	Some windows open and some do not. Varies by floor
<b>Executive Mansion</b>	5	Varies by floor	175	Unknown	No	No	3	

### **Lot 2 Special Consideration Downtown Albany locations**

	<b># of Floors with Exterior Windows</b>	<b>Total # of Exterior Windows per Floor</b>	<b>Total # of Exterior Bldg. Windows</b>	<b>Last Year Cleaned</b>	<b>Do the Bldg. Windows Open for Cleaning?</b>	<b>Bldg. equipped with Scaffolding Rig?</b>	<b>Estimated Number of Cleanings for Term</b>	<b>Comments</b>
<b>Alfred E. Smith State Office Building</b>	34	Varies	1244	Unknown	yes	No	3	
<b>Robert Abrams Building for Law and Justice</b>	9	60	904	2007	Yes (see comment)	No	3	The windows on floors 8, 6, & 5 open for cleaning only. 8 has a terrace. All figures include the Annex.

## Lot 3 Downtown Albany Locations

	# of Floors with Exterior Windows	Total # of Exterior Windows per Floor	Total # of Exterior Bldg. Windows	Last Year Cleaned	Do the Bldg. Windows Open for Cleaning?	Bldg. equipped with Scaffolding Rig?	Estimated Number of Cleanings for Term	Comments
<b>Legislative Office Building (LOB)</b>	7		784	2007	No	No	3	
<b>Swan Street State Office Building</b>	5	Floors 1-4:112 Floor 5 <sup>th</sup> : 504	992	2007	No	No	3	Total count includes doorways and transom windows, window count by floor does not.
<b>Madison Avenue Exit</b>			3 Windows 14 Doors	2018	No	No	30	
<b>Bus Turnaround</b>			87 Windows 26 Doors	2018	No	No	30	
<b>Lancaster St. Exit</b>			3 Windows 8 doors	2018	No	No	20	
<b>The Egg</b>			14 Windows 8 Doors	2018	No	No	20	
<b>Empire State Plaza North Pavilion (Café)</b>	1	17	17	2007	No	No	6	
<b>Empire State Plaza South</b>	1	17	17	2007	No	No	6	

<b>Pavilion (Children's place at the Plaza)</b>	1	17	17	2007	No	No	6	
<b>East Parking Garage</b>	5	Varies per Floor	251 plus 16 doors	Unknown	No	No	3	
<b>East Parking Garage Walkway</b>	1		907	Unknown	No	No	6	Cleaning includes cleaning and sealing of anodized aluminum window frames.
<b>Sheridan Hollow Garage</b>	8		325 plus 5 doors	Unknown	No	No	3	

# IFB Attachment 3

## Site Security Application

# NEW YORK STATE POLICE SITE SECURITY CHECK INVESTIGATION

ALL INFORMATION IS KEPT STRICTLY CONFIDENTIAL

The information supplied on this form is to be used by the New York State Police to conduct a site security check investigation. This investigation is conducted on all individuals who seek access to properties owned or occupied by the Governor of the State of New York. All information obtained by this investigation, including Criminal History information, is subject to review by the New York State Police. Note- A felony conviction does not automatically prohibit access. Please be accurate when completing this form because your accuracy will help to expedite the completion of the investigation.

If you are arrested or detained by a Law Enforcement Agency for any reason after you have signed this form or have a case pending in the criminal or traffic court, you are asked to notify the Executive Services Detail at (518) 449-5322 prior to gaining access to properties owned or occupied by the Governor of the State of New York.

PLEASE PRINT OR TYPE ALL INFORMATION

## NAME

LAST	FIRST	MIDDLE
MAIDEN NAME (IF APPLICABLE)	ALIASES	

## ADDRESS

STREET NUMBER AND NAME	CITY	STATE	ZIP CODE	DATES RESIDED
MAILING ADDRESS (IF DIFFERENT FROM ABOVE)			HOME TELEPHONE NUMBER	

## PERSONAL ID INFORMATION

SEX <input type="checkbox"/> M <input type="checkbox"/> F	DATE OF BIRTH	PLACE OF BIRTH (CITY, STATE)			
DRIVER'S LICENSE? <input type="checkbox"/> YES <input type="checkbox"/> NO	ISSUING STATE	CLASS	EXPIRATION DATE	DRIVER LICENSE #	

## EMPLOYER INFORMATION:

PRIVATE COMPANY ☐ Y ☐ N OGS ☐ Y ☐ N

NAME OF OGS DEPARTMENT: \_\_\_\_\_

NAME OF PRIVATE COMPANY: \_\_\_\_\_

## AFFIDAVIT:

I affirm that the above information is true and accurate. I also understand that a State Police Investigator may contact me in the near future to complete the investigation. I agree to this investigation and realize that all information supplied by me will be held in the strictest of confidence.

\_\_\_\_\_  
DATE

20

\_\_\_\_\_  
SIGNATURE OF APPLICANT