



DIVISION OF FINANCIAL ADMINISTRATION

ADDENDUM #1

Request for Proposal # 1794

Date: October 22, 2013

Subject: Questions and Answers

Title: HVAC Equipment, Chillers and Energy Management System
Maintenance and Operation

Bid Due Date: **Thursday October 31, 2013 @ 2 PM**

Address Bids to: Tammy Rock
Division of Financial Administration
NYS Office of General Services
40th Floor, Corning Tower
Empire State Plaza
Albany, New York 12242
RFP# 1794

Questions and Answers:

- 1) Can you please tell me the make (manufacturer) of the Energy Management System? I did not see it on the equipment list.

A) Siemens
- 2) The name of the current Incumbent Contractor

A) Guardian Service Industries Inc.
- 3) The current monthly price?

A) OGS declines to provide this information. We recommend bidders develop their pricing based on the specifications outlined in the RFP.
- 4) During the walkthrough I noticed the electrical switchgear had a inspection date of 2008 please confirm the last inspection date, if it is overdue will it be inspected by the existing contract?

A) The winning bidder/contractor will not be responsible for the switchgear inspections. This inspection will be handled under a separate contract.

5) Please supply the last date of the diesel fuel was cleaned?

A) It is unclear what is intended by this question.

6) The OGS representative mentioned OGS has two mechanics on site. Please explain what their role is, and how if any will it impact our contract as it relates to OT, supplies, and who do the OGS mechanics take direction from?.

A) OGS employs two engineers (not mechanics) at the Duryea facility. They assist in the maintenance and operation of the HVAC equipment, however the winning bidder / contractor will ultimately be responsible for the proper maintenance and operation of the HVAC equipment and other related items as outlined in the RFP. Both OGS engineers and contract engineers will take their direction from the OGS facility manager.

7) Is the new fire alarm system under warrantee if so when will it expire?

A) No

8) Is there a filter schedule available? if so please supply.

A) Filter schedules should be developed by the contractor based on each equipments manufactures recommendations and / or accepted industry standards.

9) Are you permitted furnished the name of the incumbent's contractor, and can you provide the current monthly price for the HVAC O&M services.

A) Please refer to answers #2 and #3

10) Apart from the NY State Wage Determination, is the current contract supported by a Union Agreement. If so, can you provide the name of the union supporting the employee's wages and fringes?

A) The State/OGS does not have any Union agreement related to this contract or RFP.

11) The NY State wage determination supports many job descriptions/classifications. Can you specifically state which wage & fringe benefits apply for this follow-on RFP?

A) Bidders should contact the NYS Department of Labor if uncertain about wage requirements. Please refer to Attachment B Prevailing Wage, Wages and Supplements for contact information.

12) Are on-site personnel required on a 24 hours per day, 7, days per week?

A) Please refer to the RFP section 5.4.8 Staffing

13) Are the operating engineers required to be on-site during the hours of 6:00am thru 10:00pm (Mon – Fri)?

A) Please refer to the RFP section 5.4.8 Staffing

- 14) What is the current compliment of staffing (engineers) @ the OGS facility?
A) Two(2) contracted operating engineers and Two(2) OGS public utility engineers.
- 15) Are the operating engineers employees of the OGS or contractor employees?
A) 2 are and 2 are not
- 16) Would the operating engineers be supervised by the OGS Facility Manager?
A)Yes
- 17) Who bares the cost for the diesel for the emergency generator?
A)OGS
- 18) Section 5.4.8 requires 2 operating engineers with split hours to cover 6:00am – 10:00pm. Is this the current staffing at the site?
A) Yes, unless modified or adjusted at the Facility Manager discretion.
- 19) What is the gross square foot and the number of floors/stories of the facility?
A) Approximately 385,000sq ft. with a total of 7 floors on one side of the building including the basement and 4 on the other, including the basement.
- 20) Reference is made to complete the “consultant contractor form” as part of the bid submittals. Do contractors have to complete this document even though this is not a consultant service contract? Pease advise.
A) Engineering is considered a state consulting service therefore the consultant contractor form would be required. Please see Appendix B, Form B State Consultant Services, Scope of Contract titles.
- 21) If a motor on an air handler were to fail due to age/wear & tear, who would be responsible to
Pay for repair
A) OGS, however Contractor is responsible for supplies and materials to maintain, perform preventative maintenance, and operate all equipment as listed in the RFP. Please refer to section 5.3.5 Materials.
- 22) Who pays for the cost of water treatment chemicals
A)Contractor
- 23) If a coil on an air handler were to need replacement, who would be responsible to pay for labor/material to
replace
A) Please refer to answer #21
- 24) If eddy current test finds that tubes need to be replaced, who is responsible for cost?
A) Please refer to answer #21

25) If repairs are necessary on the emergency generator (beyond routine preventive maintenance), who is responsible for the cost.

A) Please refer to answer #21

26) Section 5.2 states contractor will be responsible for unscheduled repairs. Does this mean contractor would be responsible for the costs involved for replacements and repairs that fall outside the scope of "routine maintenance"?

A) No, contractor would be compensated under the Additional Services provision of the RFP.

27) Is the contractor responsible for any lighting for the building?

A) OGS would be responsible for any lighting supplies however the awarded contractors engineer would be expected to change bulbs, replace ballasts, etc. at the OGS Facility Managers request. Please refer to Section 5.2 Summary of Work.

28) Who would be responsible for the cost of repairs that fall outside the scope of routine maintenance on the chillers?

A) Refer to answer #26

29) Can the State be billed for labor costs when an engineer is called in after hours and/or weekends and holidays?

A) The State would be billed for additional labor cost anytime an engineer is called in after their normal hours.

30) Will the contractor be required to have preventive maintenance contracts in place with sub- contractors for the following systems: Chillers; Generator; BMS; Water treatment

A) The RFP does not "require" the use of subcontractors but it does allow for them it's up to bidder's to explain to the State how we will be receiving the best value.

31) Will contractor be responsible for backflow preventer testing

A) No

32) Will contractor be responsible for any standpipe/sprinkler testing

A) No

33) Will OGS be responsible for the scheduling of tenant space access and removal of office materials from the window induction units and areas necessary to perform maintenance on these units as well as the reheat coils during the Engineer's regularly scheduled hours

A) OGS will be responsible and will work directly with the tenants to ensure access is available.

- 34) Is fuel oil treatment and/or testing part of the scope
- A) No
- 35) Is fuel oil tank testing and maintenance part of the scope
- A) No
- 36) Are emergency main electrical switch gear resets part of the scope or are they considered extra services
- A) Yes, they are considered part of the scope, however, they would only be considered extra (additional) services if the reset was necessary during “off hours”
- 37) Is testing of the emergency generator permitted during the Engineering staff’s regularly scheduled shifts
- A) No testing can be performed during normal working hours which would affect facility equipment or operations.
- 38) Is there any cost to the contractor for the use or implementation of the state’s Facility Max Program? Will the state supply the necessary hardware/software for this program?
- A) The State will provide the cost for the use of Facility Max including software, / hardware (computer) and any necessary training. There will be no cost to the contractor for the use of Facility Max.
- 39) Regarding boiler inspections, please specify which inspections would be needed besides the eddy current inspection
- A) Boiler Inspections should be developed by the contractor based on each equipment manufactures recommendations and / or accepted industry standards.
- 40) Your OGS On-Site Engineer stated that chillers # 2 and 3 “were never right” and they have both been “rebuilt”. What, if any, warranty coverage is in place and how does it affect the awarded contractor’s liability of service with regard to the contract? Is there documentation available to verify that the chillers were completely rebuilt and there are no underlying issues?
- A) Chiller #3 is still under a limited warranty for work that was recently performed. As outlined in the RFP; the awarded contractor will be responsible for the maintenance and operation of the equipment (including chillers). As noted in our response to question 21; If a major piece of equipment was to fail...i.e. chiller, air handler, pump, etc. OGS would pay, however, the awarded contractor will be responsible for supplies and materials to maintain perform preventative maintenance and properly operate all equipment as listed in the RFP. Please refer to section 5.3.5 Materials.

41) The RFP states in 5.4.9 Engineer Minimum Requirements....among other requirements....the operating engineers “Must have a valid COQ-Refrigeration Engineer licensed issued by the FDNY or equivalent.” The Collective bargaining Agreement from Local 30 for the Perry Duryea Building only details “Mechanics” (or otherwise individuals that don’t necessarily have a valid COQ-Refrigeration Engineer License is issues by the FDNY or Equivalent). In my conversations with the IUOE Local 30 they informed me that new rates will be distributed for the “Engineer’s” pay scale/wage.

Question – will the State distribute or ensure all bidders will be incorporating this “Engineer’s” pay scale in their respective proposals?

A) Please refer to answer #10

42) The name of the current Incumbent Contractor

A) Please refer to answer #2

43) The current monthly price?

A) Please refer to answer #3

All other terms and conditions remain unchanged.

If submitting a proposal, this Addendum #1 for RFP #1794 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 _____



NYS OFFICE OF GENERAL SERVICES

Serving New York

Request for Proposals (RFP) 1794

**New York State Office of General Services
For HVAC, Chiller, Energy Management System,
Controls Maintenance and Operations
at the
Perry Duryea Jr. State Office Building
Hauppauge, New York**

Proposal Due Date: October 31, 2013 @ 2:00 pm EST

Issue Date: September 19, 2013

Designated Contact:

Tammy Rock

Voice: 518-474-5981

Fax: 518-486-3651

E-mail: tammy.rock@ogs.ny.gov

Alternate Contact:

Diane Robinson

Same

Same

diane.robinson@ogs.ny.gov

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Appendices

Appendix A: Standard Clauses for New York State Contracts

Appendix B: General Procurement Forms

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Attachments:

Attachment A: Pricing Document

Attachment B: Prevailing Wage Document

Exhibit:

Exhibit 1: Equipment List

1. Introduction

1.1 Overview

The State of New York, Office of General Services (OGS), Real Property Management and Development (RPMD) oversees and operates approximately 17 million square feet of office space throughout New York State. To assist in their daily operations, OGS RPMD contracts with firms to provide various services.

The purpose of this Request for Proposal (RFP) is to provide for the full service maintenance and operation of the entire HVAC System (HVAC equipment, chillers, and energy management system (EMS) and its controls) at the Perry B. Duryea, Jr. State Office Building, Veteran's Highway in Hauppauge, New York 11788.

The Contractor will be responsible for providing dedicated full time on-site Operating Engineers at all times as specified for the purpose of maintaining and operating this equipment.

Contractors are also advised that the intent of this contract and specification is to have the **ENTIRE** HVAC system maintained. The contractor will provide all maintenance and preventive maintenance, equipment, materials and labor.

Part of the preventive maintenance will be setting up and maintaining approved water treatment programs for the hot/chilled and condenser water systems as described herein.

Overall preventive maintenance will be performed by qualified personnel in accordance with recommendations of each component manufacturer's printed maintenance literature. These recommendations, for the scope of service and the frequency of same, shall be adopted to form the basis of interpretation for whether or not work under this contract is being satisfactorily performed.

The Contractor shall determine that the equipment is in good working order, assure all maintenance has been provided and submit a written report to the Facility Manager. The Contractor will be responsible for testing and inspection at intervals, this will enable the detection and prediction of potential equipment failures and identify potential problems and take corrective action to provide a reduction in downtime and equipment failure.

1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Tammy Rock, New York State Office of General Services, Division of Financial Administration has been designated as the PRIMARY contact for this procurement solicitation and may be reached by email, voice or fax for all inquiries regarding this solicitation.

Tammy Rock, Contract Management Specialist
New York State Office of General Services
Financial Administration, 40th Floor
Corning Tower, Empire State Plaza
Albany, New York 12242
Voice: 1-518-474-5981 Fax: 1-518-486-3651
Email: tammy.rock@ogs.ny.gov

In the event the designated contact is not available, the alternate designated contact is:

Diane Robinson, Contract Management Specialist 2
New York State Office of General Services
Financial Administration, 40th Floor
Corning Tower, Empire State Plaza

Albany, New York 12242
Voice: 1-518-474-5981
Fax: 1-518-486-3651
Email: diane.robinson@ogs.ny.gov

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

Anuola Surgick, Compliance Specialist 1
MWBE and Community Relations
NYS Office of General Services
Corning Tower, Empire State Plaza
Albany, NY 12242
Voice: (518)486-6866
Fax: (518) 486-9285
Email: anuola.surgick@ogs.ny.gov

1.3 Minimum Proposer Qualifications

Proposers 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 qualified bidder for purposes of the solicitation.

The following minimum requirements must be met by each bidder:

- a. Bidder must have experience in providing services similar to the scope herein in at least five buildings, and shall provide a list of three (3) buildings currently/recently being serviced by the Bidder, including one (1) building exceeding 200,000 interior gross square feet, which the Bidder has maintained for three (3) consecutive years.

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.

1.4 Key Events

The Table below outlines the tentative schedule for important action dates.

Table 1, Key Events

Action	Date
OGS issues (RFP) #1794	September 19, 2013
Pre-Bid Conference /Site Visit	October 11, 2013 @ 11:00 AM
Proposer questions due to OGS Question Deadline	October 17, 2013
OGS Issues a Response to questions (Estimated)	October 21, 2013
Proposal Due Date to OGS	October 31, 2013 2:00 pm EST
Proposer Presentations (Estimated)	November 11-15, 2013
Vendor Selection (Estimated)	November 20, 2013
Contract Start Date	December 1, 2013

1.5 Pre-Bid Conference/Site Visit

Proposers intending to submit a proposal will be required to attend a mandatory pre-bid conference/site visit, which will include an informational meeting and a tour of the building on the date and time indicated in Section 1.4 Key Events. This is the only date and time available for inspection. Alternate dates for additional site inspections 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 pre-bid conference/site visit will result in rejection of the bid. The facilitator of the event will publicly announce the official start time of the pre-bid conference/site visit, which announcement shall be made no sooner than the time stated in Section 1.4 of Key Events. Prospective bidders arriving after the official start time of the pre-bid conference/site visit will be precluded from attending the pre-bid conference/site visit, and therefore unable to submit a responsive bid.

Due to security restrictions, all Bidders must pre-register with Tammy Rock at (518) 474-5981. You can also e-mail tammy.rock@ogs.ny.gov at least 24 hours in advance. It is recommended that attendees arrive at the building at least thirty minutes prior to scheduled time with photo identification.

In accordance with State Finance Law §139-j(3)(a)(3), this mandatory pre-bid conference/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 pre-bid conference/site visit (to arrange attendance, during the conduct of the visit and to pose questions regarding the site).

The pre-bid conference/site visit will provide an opportunity for Proposers to see firsthand the existing equipment, the tasks to be performed and the special needs of the facility. Questions during the pre-bid conference/site visit will be permitted. It is suggested that the Proposer 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 1.4 Key Events. Official answers to all questions will be distributed in the form of an addendum via email to all attendees of the mandatory pre-bid conference/site visit. Only answers provided by addendum are considered official.

NOTE: If there are any questions Proposers would like addressed at the pre-bid conference/site visit, Proposers should submit them in writing as instructed in Section 2.2 RFP Questions and Clarifications, to the designated contact prior to the date of the conference/site visit. Questions during the pre-bid conference/site visit will be permitted, however, only questions submitted in writing and answered via addendum will be considered official.

2. Proposal Submission

2.1 Proposal Exceptions

The Issuing Office will consider all requests to waive any proposal requirement. However, proposers should be aware that failure to obtain a waiver of any proposal requirement in advance of proposal submission may result in rejection of Proposer's proposal and disqualification from the process.

Proposers 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 1.4 – 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 via addendum (if the response results in a change to the RFP), or directly to the requesting Proposer. Submissions that include any exceptions, qualifiers, include items not accounted for on the bid form, etc., will be rejected.

2.2 RFP Questions and Clarifications

Questions and requests for clarification regarding this RFP shall only be directed to:

Tammy Rock
OGS Division of Financial Administration
40th Floor, Corning Tower, ESP
Albany, NY 12242
Phone: 1-518-474-5981
Fax: 1-518-486-3651
e-mail: tammy.rock@ogs.ny.gov

Questions and requests for clarification are only accepted via e-mail. Official answers to questions will be provided via Addendum utilizing the Bidder Notification System (BNS). The party responsible for the question will not be identified in the public response.

Deadline for submission of questions will be as stated in Section 1.4 - Key Events.

2.3 Proposal Format and Content

In order for the State to evaluate bids fairly and completely, proposers must follow the format set forth herein and must provide all of the information requested. All items identified in the following list must be addressed as concisely as possible in order for a proposal to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the proposal.

1. Cover Letter. The cover letter must confirm that the bidder understands all the terms and conditions contained in this RFP and will comply with all the provisions of this RFP. Further, that should the contract be awarded to your company, you would be prepared to begin services on the date indicated in Section 1.4 – Key Events. The cover letter must include the full contact information of the person(s) NYS OGS shall contact regarding the proposal and must also include the name(s) of principal(s) of the company responsible for this contract, their function, title and number of years of service with company. A proposer representative authorized to make contractual obligations must sign the cover letter. The letter must also state whether or not subcontractors will be used, and the name and address of each proposed subcontractor.
2. Minimum Qualifications. Proposers must submit information to confirm their ability to meet the minimum qualifications to provide the services requested in this RFP as set forth in Section 1.3 – Minimum Proposer Qualifications.
 - a) Proposer shall provide the following reference data for each of the facilities being maintained by the Proposer/Proposer's company and being referenced as meeting the section 1.3 Requirements.

The reference data must include:

- Contract term/duration;
- Building description, including gross interior square footage
- Services performed / responsibilities under the contract
- Building owner/contract client name;
- Client contact person;
- Contact person's title, address, and telephone number.

3. Plan of Operation/Staffing Plan. Any additional engineers and / or mechanics the proposer's deem necessary should be included in their Plan of Operation / Staffing Plan.

a) Operational Plan

- Provide a detailed outline of plans and approach for providing all services required by the Scope of Work section of this RFP. This detail should include specific information containing the following:
 - What are the latest technologies and equipment being utilized by your company that you propose to utilize within this RFP?
 - Detail the firm's capability and plan for responding to emergencies. Your plan of approach to the services described in this RFP.
 - Sample of facility operation / maintenance manual

b) Staffing Plan

- On-Site
 - Provide proposed staffing plan, detailed to include scheduled shifts and hours of the required engineering staff as well as any additional staffing proposed. Plan must also detail how you propose coverage in the event of vacation, sick days, etc.
 - The plan must describe the role of each proposed staff.
 - Provide the names of individuals proposed who will perform maintenance and operating services and a copy of the license(s) held by each individual and a resume or statement of experience for each individual.

c) Subcontractors

- If subcontractors are planned, Role of any proposed subcontractors and detail of the services they will provide.

4. Pricing. Proposer shall submit a completed Attachment 1 - Cost Proposal Form.

5. All other required completed forms from Appendix B.

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.

2.4 Proposal Preparation

All proposals must be completed in ink or machine produced. Proposals submitted handwritten in pencil will be disqualified.

2.5 Packaging of RFP Response

Please submit four (4) originals of Attachment 1 - Cost Proposal Form clearly marked **“Cost Proposal” in a separate sealed envelope** from the technical proposal. No overt statements about costs shall be included in the technical proposal.

Submit a total of four (4) copies of the technical proposal.

Also, submit one (1) original and three (3) copies of all other documents found in Appendix B – Required Forms, as well as any bid addenda.

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

- Proposer’s complete name and address
- Solicitation Number – 1794 (this document)
- Proposal Due Date and Time: (as indicated in Section 1.4 - Key Events)
- Proposal for HVAC, Chiller, Energy Management System, Controls Maintenance and Operations at the Perry B. Duryea Jr. State Office Building

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

2.6 Instructions for Proposal Submission

Note that these instructions supersede the generic instructions posted on the OGS website bid calendar.

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

**OGS Financial Administration, Contract Unit
Empire State Plaza, Corning Tower, 40th Floor
Albany, NY 12242
Attn: Tammy Rock
Bid # 1794**

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 Proposer 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 the date and time indicated in Section 1.4 - Key Events. Proposers assume all risks for timely, properly submitted deliveries.

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

NO CONSIDERATION WILL BE GIVEN TO BIDS RECEIVED AFTER THE STATED DATE AND TIME.

Proposers mailing their proposal must allow sufficient mail delivery time to ensure receipt of their proposal at the specified location no later than the specified date and time. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the proposing entity shall not excuse late Proposal submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late Proposal submissions. Proposers are cautioned that receipt of proposals in the OGS Mailroom is NOT sufficient, and that at least historically, one overnight carrier has been known to deliver its packages to the OGS Mailroom. OGS cannot be responsible for the actions of your chosen carrier.

Proposals must remain open and valid for 365 days from the due date, unless the time for awarding the contract is extended by mutual consent of NYS OGS and the Proposer. A proposer shall continue to remain an effective offer, firm and irrevocable, subsequent to such 365 day period until either tentative award of the contract(s) by issuing Office is made or withdrawal of the proposal in writing by Proposer. Tentative award of the contract(s) shall consist of written notice to that effect by the issuing Office to the successful Proposer. This RFP remains the property of the State at all times, and all responses to this RFP, 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 48 hours prior to the bid opening. 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.state.ny.us/parking/forVisitor/visitor.html>

3. Administrative Information

3.1 Issuing Office

This RFP is being released by the New York State Office of General Services Division of Financial Administration on behalf of Real Property Management and Facilities (RPM&F)

3.2 Method of Award

Award shall be made to the responsive and responsible vendor who has the best value proposal.

Upon determination of the best value proposal, a contract will be delivered to the successful proposer 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 bid amount of the successful proposer shall be used to establish the contract value. The established contract value shall not be exceeded.

3.3 Price

Base Price (Part A) shall be represented as a monthly charge for all services identified herein.

Additional Services (Part B) shall be represented as an hourly rate for contractor labor, and markup percentage to be applied to material costs. This part also includes a bid markup percentage to be applied to any subcontracted additional services. Estimated quantities are used on the bid form for evaluation purposes.

The Bid amounts shall be inclusive of all costs including payment of applicable prevailing wages, as well as travel, training, licenses, insurance, administrative, profit and other ancillary costs.

Bid Proposals must be provided on the attached Attachment A: Pricing Document. Any deviation or change to this document may result in a bid rejection.

3.4 Term of Contract

This contract will commence December 1, 2013 and will remain in effect for five (5) years.

3.5 Price Adjustment (Escalation/De-escalation)

This clause applies to the monthly rate and hourly rate bid. Markup percentages are firm for the contract term.

The Contractor is to submit a bid that will be fixed for one (1) year only. On each anniversary date of the contract, the Contractor will be granted an increase or decrease in their bid, dependent upon fluctuations in the latest published copy of the Consumer Price Index for all items, for the New York-Northern New Jersey-Long Island as published by the U. S. Department of Labor, Bureau of Labor Statistics, Washington, D. C. 20212. Visit their website at www.bls.gov/ro2/home.htm.

The 'base' month for determining adjustments will be the third month prior to the start date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month CPI for each applicable year and will become effective in the anniversary month. For example, if the contract is awarded in September 2006, the 'base' month will be June. If the contract allows for an adjustment after the first year, it would be based on the difference between the June 2006 CPI and the June 2007 CPI and become effective in September 2007. If the contract price is fixed for three years and allows an escalation thereafter, it would be based on the difference between the June 2008 CPI and the June 2009 CPI and become effective September 2009.

The consumer price index is published around the middle of each month for the prior month (i.e. the January figure is not published until mid-February). The Contractor has the sole responsibility to request, in letter form, an adjusted rate and shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease with the request. This request and documentation must be received at the below address within three months of the base month. To ensure timely delivery, certified mail is recommended. As long as the request is submitted and received within the required time frame, the adjustment will be processed using the base month Consumer Price Index. Once approved, the contractor will be notified in writing. Request and documentation must be sent to the OGS Purchasing Unit, Corning Tower, 40th Floor, Empire State Plaza, Albany, New York 12242.

Should contractor fail to submit the request and supporting documentation to the proper location within three months of the applicable base month date, contractor shall be deemed to have waived its 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.

The State of New York retains the right to cancel this contract without reason, provided that the Contractor is given at least sixty (60) days' notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any termination pursuant to this paragraph shall in no case be deemed to be a breach of this Agreement, and the State shall not be liable to Contractor for any damages for lost profits or otherwise because of its right to such a termination.

3.6 Prevailing Wage Rate and Advisory Notice

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.

A copy of the prevailing rate schedule is included in Appendix I – New York State Prevailing Rate Schedule. 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.

3.7 Method of Payment

1. Base Bid Payments

Invoices for payment shall be submitted at the end of each month for services satisfactorily completed during that month, on a Company Invoice or New York State Standard Voucher.

2. Additional Services Payments

Additional services shall be first pre-approved and a letter authorizing the work shall be provided by OGS. When the work is successfully completed and approved by the Facility Manager, Contractor

shall submit an Invoice or a Standard Voucher for payment with the work authorization letter and any supporting documentation as required attached. (See Section 5.7 – Additional Services)

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 invoice **must** be itemized and include the following information: Contract ID number (i.e.: C00XXXX); Company FEIN; Date; Time and location; actual number of hours worked; a detailed description of services performed; and itemized costs for services provided. (Also see Administrative and Reporting Requirements in Section 5.4.7)

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.**

A copy of the Invoice/Voucher must be forwarded to the Facility Manager.

All Invoices or Vouchers are to be submitted for payment to:

The OGS Business Service Center
Accounts Payable -or- accountspayable@ogs.ny.gov
Empire State Plaza Station
P. O. Box 2117
Albany, New York 12220 -0117

3.8 Electronic Payments

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 Comptroller's website at www.osc.state.ny.us/epay/index.htm, by e-mail at 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 new 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.

3.9 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.

3.10 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.

3.11 Examination of Contract Documents

- 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.
- 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.
- Any addendum issued prior to the bid due date must be acknowledged by signature, dated and be submitted on or before the bid due date. In awarding a contract any written addenda will become a part thereof.
- Any verbal information obtained from, or statements made by, representatives of the State at the time of examination of the documents shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, shall become a part of the contract.

3.12 Prime Contractor Responsibilities

The State will contract only with the successful Proposer who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the RFP, and the contract resulting from the RFP.

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

3.13 Glossary of Terms

"Issuing Office" shall mean the Office of General Services Division of Financial Administration.

"Contractor" shall mean a successful company awarded a contract pursuant to this RFP.

"Request for Proposal" or "RFP" 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.

"Offeror", "Bidder" or "Proposer" shall mean any person, partnership, firm, corporation or other authorized entity submitting a bid to the State pursuant to this RFP.

3.14 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 RFP, refer to this RFP.

4. Evaluation and Selection Process

4.1 Proposal Evaluation

Proposals will be evaluated and scored based upon the criteria set forth in this Section. Proposals will be evaluated for best value to the State.

A committee of OGS employees will evaluate each proposal and initially determine whether a proposal is responsive to the requirements of the Solicitation.

The State will request that Proposers submitting responsive proposals provide an oral presentation at the Perry Duryea facility covering the major points of their proposals. The presentations will be given on a date, time and location to be designated by OGS. Information provided during the oral presentation will be considered in the technical scoring. In addition to key corporate personnel being present for the oral presentation, OGS requests the presence of key onsite personnel being proposed for the project(s).

The technical evaluation committee will subsequently evaluate and score each responsive proposal for items a–c listed below. OGS reserves the right to check references.

OGS Division of Financial Administration will evaluate all cost proposals from responsive Proposers. The cost proposal with the lowest total fee encompassing Part A plus Part B of the Cost Proposal will be awarded the maximum possible points, (refer to item d listed below). Each subsequent proposal will receive a proportionate number of points. Each of the cost proposal points will be added to the score from the technical evaluation committee for items a-c.

Scores from each of the Proposers, including items a-d listed below, will be totaled and the Proposer having the highest score will be ranked number one; the Proposer with the second highest total score will be ranked number two and so on.

a. PROPOSER EXPERIENCE (15%)

Each Proposal will be evaluated as to the quality of its relevant experience (including that of its proposed employees) and length of service in both the industry and with the Proposer, demonstrating its ability to perform the required services.

b. PLAN OF OPERATION (50%)

Each Proposal will be evaluated as to the completeness of and the extent to which the operational information meets the goals and requirements of the Solicitation.

c. QUALITY AND COMPLETENESS OF PROPOSAL (5%)

Each Proposal will be evaluated as to the extent to which the proposal satisfies and addresses each requirement of the Solicitation. Consideration will also be given to the overall organization of, and ease of navigation of the submitted proposal.

d. CONTRACT FEE (30%)

The cost to the State will be evaluated in relation to all cost proposals submitted by responsive Proposers.

Proposers are encouraged to include all information that may be deemed pertinent to their proposal. Proposers may be requested to provide clarification based on the State's evaluation procedure. Any clarification will be considered a formal part of the Proposer's original proposal. If further clarification is needed during the evaluation period, OGS will contact the Proposer.

4.2 Notification of Award

After the evaluation, all Proposers will be notified of the name of the selected Proposer. The selected Proposer will be notified that their submitted proposal has been selected and that a contract will be forthcoming for execution. The original proposal, and any additions or deletions to the proposal become part of the contract.

Public announcements or news releases pertaining to any contract resulting from this Solicitation shall not be made without prior approval from the Issuing Office.

5. Scope of Work/Service Requirements

5.1 Details

The equipment to be serviced includes the entire HVAC system (HVAC equipment, chillers, and energy management system (EMS) and its controls). The following items give a general scope of the type of components of the HVAC system to be covered by the contract. However, the contract is not limited to these items.

It is expected that the Contractor will perform all maintenance, inspections, testing and repairs as necessary of the equipment at the Perry Duryea Jr. State Office Building, in accordance with the recommendations for frequency and procedure as per the manufacturer's printed literature. The listing of equipment is attached as Exhibit 1.

The literature compiled by the Contractor is to be developed into booklet form. This along with a maintenance history record of all equipment on all types of maintenance performed must be turned over to the Facility Manager within sixty (60) days after the beginning of the term of contract.

5.2 Summary of Work

1. The Contractor agrees to provide full maintenance and operations services to the State for all the HVAC equipment and its associated controls and energy management system equipment. These services shall include: (1) preventive maintenance, (2) unscheduled service/repairs and other services as required to diagnose, prevent, or repair/replace all malfunctions, breakdowns, or worn out parts in the system and (3) basic carpentry, electrical and plumbing repairs.
2. The Contractor is responsible for verifying the equipment inventory in the first thirty (30) days of the contract. Contractor shall then formulate a preventive maintenance schedule in accordance with manufacturer's printed literature and will indicate to the Office of General Services (OGS) those parts the State will keep available to service the equipment. The recommended parts list shall include quantities of each part to be stocked and recommended reorder levels. All equipment inventories, maintenance schedules, and parts inventories are subject to the approval of the Facility Manager after which a copy will be provided to the Facility Manager.
3. The Contractor will develop and maintain computer generated logs using Facility Max Management Program (see 5.3.7) on the general conditions of all the equipment in the system. Including a computerized PM schedule for all equipment and associated systems and equipment. The log shall include: (1) all schematic drawings for the system equipment, showing changes, additions, or modifications to the original configuration which changes, additions, or modifications have been made or performed by the Contractor since the equipment was originally installed at the building, and (2) all maintenance efforts performed on the system pursuant to this agreement, and (3) regular written notations by the Contractor's onsite personnel which shall specifically document changes in the condition of that equipment as referenced to past operating reports. The log shall remain at the building in the possession of the Office of General Services Facility Manager and shall be updated by the Contractor's representative with each service call. The log and all schematic drawings shall at all times be deemed to be the property of the State.
4. Contractor is expected to service equipment in accordance with the manufacturers printed maintenance literature for each service component. As previously stated, the responsibility for obtaining this literature is the Contractor's.
5. In the event equipment is nonfunctioning, it is the contractors' responsibility to oversee the repairs including obtaining quotes, bids and arranging third party performance if the repairs cannot be performed by contractor staff.

6. Location of the Proposer's office/facility, that will serve this contract, shall be located in proximity, such that the Proposer can respond timely to an emergency, if needed.
7. The Contractor shall provide all equipment and tools required to service the equipment.
8. The Contractor shall be available for service 24 hours per day, 7 days per week, 365 days per year.

5.3 Building Systems/Categories

- 5.3.1 Water Treatment
- 5.3.2 Used Oil and Refrigerant
- 5.3.3 Eddy Current Test
- 5.3.4 Electronic Controls – Energy Management System
- 5.3.5 Materials
- 5.3.6 Emergency Generator
- 5.3.7 All HVAC and related equipment

5.3.1 Water Treatment

The contractor will provide a currently certified and qualified person to perform this task.

- Analyze water in each of the water systems - hot/chilled and condenser systems - and prescribe a water treatment to be approved by the Facility Manager.
- This treatment is required to minimize scale and corrosion of these systems.

It is understood that if the prescribed treatment proves to be inadequate, the Contractor is responsible for modifying the plan accordingly.

Contractor is responsible to provide monthly water treatment analysis reports to the Facility Manager and/or representative.

5.3.2 Used Oil and Refrigerant

Contractor is responsible to remove from the site, at no additional cost to the State, contaminated refrigerant, refrigerant, oil, and/or lubricants. This also includes, but is not limited to debris generated by servicing and/or replacement of defective parts and equipment. Contractor is responsible to adhere to the Federal Clean Air Act legislation for CFC and HCFC refrigerant guidelines and procedures.

5.3.3 Eddy Current Test

a) Contractor shall perform an Eddy Current Test for three chillers and two boilers within the first ninety (90) days of contract and every three (3) years thereafter. The primary objectives of the Eddy Current Test for the condenser and cooler tubes in the chillers are:

- to monitor the existence of damaging mechanism like corrosion, erosion, stress cracking, vibration wear, fatigue, or chemical attacks inside and outside of the tubes;
- to detect existence of inside diameter pitting, tube support wear, stress, corrosion cracks, fatigue cracking, or freeze bulging and cracking;
- to analyze the findings of the test and determine necessary corrective measures to be taken to prevent possible tube failures, which could disable the chiller.

b) Test Procedure – eddy current test shall be performed using the following procedures:

- Heads of the chiller will be removed and replaced by the Contractor. All necessary gaskets will be provided by the Contractor.
- All tubes will be tested by an Eddy Current inspection probe.

- The tubes will be cleaned by the Contractor prior to testing to remove all loose materials, which may restrict passage of inspection probe.
- The inspection system shall be calibrated to such a degree of sensitivity that defects equal to 20% or greater (also calibration in thousandths of an inch) wall loss will be detected.
- Differentiation between damages originating on the outside vs. the inside surfaces of the tube shall be assured by proper selection of frequency of inspection.
- The probe shall be inserted in each tube and the tube inspected as the probe is being withdrawn at a maximum rate of 50 feet per minute.
- The data must be analyzed onsite, as it is taken. The data for each defective tube (i.e.: greater than 20% wall loss) shall be recorded on data sheets, to be incorporated with the final report. Permanent strip chart records shall be generated for each defective tube and shall become the property of the State of New York.
- Staging or metal scaffolding shall be used to permit the operator to insert the inspections probe inside tube bundles whose top most row of tubes is above six (6) feet from the floor. Ladders are unsuitable and dangerous for this work. Staging is to be furnished by the Contractor.

c) Equipment Required for Test - Any of several commercially available Eddy Current systems are acceptable for this work. Systems modified by the Contractor to provide greater sensitivity or additional capabilities are also acceptable. As a minimum, the system employed shall contain:

- The basic Eddy Current instrument.
- A storage oscilloscope, either self-contained or integral with the Eddy Current instrument.
- A strip-chart recorder. Either single channel or multiple channel recorders are satisfactory. They may be self-contained or integral with the Eddy Current instrument.
- Eddy Current probes having a fill-factor of 0.75 or greater.
- Serialized, traceable calibration standards, or the same tube alloy configuration (i.e.: finned, prime-surface, skip finned, etc.), outside diameter and wall thickness of the tubes to be inspected.

The Eddy Current instrument, the oscilloscope and the recorder shall have been calibrated within 12 months prior to the inspection. The Contractor shall have an established calibration procedure and make calibration records available, if requested by OGS.

d) Personnel Required for Test:

All inspection personnel shall be qualified and certified in accordance with the requirements of the American Society for Non-Destructive Testing, SNT-TC-1A. All personnel taking and evaluating data shall be certified to Level II or higher or shall be under the onsite supervision of a Level III certified person. Final data analysis and onsite supervision of all work shall be performed by a person certified to SNT-TC-1A Level III or registered professional engineer.

e) Analysis of Results and Reporting:

- The data for each tube shall be evaluated and recorded on suitable data sheets, as the tubes are inspected, to assure timely corrective action. An approximate percent and thousandths of an inch wall loss shall be determined for each tube inspected and entered in the data sheets, together with the type of damage (i.e.: pitting, wear, external corrosion, etc.) recorded, and the location of the damage along the tube length. This information is considered vital in defining cause and corrective actions.
- Tubes considered potential leakers shall be marked on the unit at the time of inspection to facilitate corrective action.
- At the time of this analysis and data accumulation the State of New York may have the Contractor effect any repairs or replacement of defective tubes.

- A final report shall be submitted, in duplicate, within 15 days of the completion of the inspection. The report shall include, as a minimum:
- An introductory statement, identifying the serial number of the unit inspected, date of inspection, location and any other pertinent background data.
- A numerical, tabulated summary of the inspection results and a written summary descriptive of the results.
- A plot of the results, on a tube sheet layout drawing or sketch.
- Typical Eddy Current records (strip-charts), illustrating the type and distribution of damage encountered.
- Detailed descriptions of the tube numbering system, sufficient that any future damage can be easily related to prior inspection results.
- Detailed inspection equipment calibration information such that the results of re-inspections can be correlated with previous inspections. This will include specifying equipment used, calibration tube details, instrument setting, and sensitivities utilized.
- Data sheets for all tubes inspected. Original copies of the strip-chart records for all tubes shall be forwarded with the report, but need not be bound with the reports.
- Recommendations for corrective measures to prevent tube failures.
- A list of those tubes, which may have been replaced. The reports shall be approved by the Level III person or professional engineer who supervised the onsite.

NOTE: Strip charts are required only for tubes where wall loss is estimated to be 20% or greater.

5.3.4 Electronic Controls – Energy Management System

- This Contract calls for, but is not limited to normal calibration and repair and/or replacement (purchase by State) of the controls in accordance with the printed literature.
- Personnel from the Contractor are required to attend quarterly energy strategy meetings with appropriate OGS representatives.
- Contractor's personnel are expected to affect any changes in operation of the control systems to reasonably accommodate new energy strategies developed at these meetings.

5.3.5 Materials

The Contractor is responsible for supplying all materials for the prevention maintenance of all equipment during the performance of this contract.

5.3.6 Emergency Generator

The diesel generator used for emergency power purposes is to be operated, maintained and exercised as per its operating manual under this contract, at no additional cost when testing is required beyond the normal work week hours.

5.3.7 Facility Max Program

The vendor must use the OGS Facility Max Management Program.

5.4 General Service Requirements

Details of service not explicitly stated in this solicitation, but necessarily attendant thereto, is deemed to be understood by the Contractor as included herein. All work shall be performed in accordance with applicable laws, codes, rules, regulations, standards, and manufacturer recommendations, whichever are more restrictive.

Prior authorization by the Facility Manager or his/her designee is required for all work considered as Additional Services. Documentation is required to verify costs. Unauthorized repairs shall be at the Contractor's expense.

Minimum time and scheduling requirements shall be determined by the manufacturer's maintenance and repair recommendations, the latest edition of the Maintenance Engineering Handbook, and available historical data

- 5.4.1 Emergency Service
- 5.4.2 Preventive Maintenance
- 5.4.3 Inspection Procedures
- 5.4.4 Parts and Device Replacement
- 5.4.5 Parts and Device Inventory
- 5.4.6 Drawings and Wiring Diagrams
- 5.4.7 Administrative and Reporting Requirements
- 5.4.8 Staffing

5.4.1 Emergency Service

The Contractor shall provide emergency service on an "as required basis." Emergency service shall be considered calls in addition to the scheduled preventive maintenance calls. All labor, travel costs, will be the responsibility of the Contractor.

Emergency service shall be provided, as needed on a twenty-four (24) hour, seven (7) days a week basis. To ensure the State that the Contractor will respond promptly, the Contractor agrees to provide an emergency telephone service on a twenty-four (24) hour, seven (7) days a week basis. From the time of the call by the State, the Contractor has a maximum of one (1) hour to respond on site and prepared to take corrective action.

NOTE: Every activity performed under this contract is designed to minimize the incidence of emergency situations.

5.4.2 Preventative Maintenance

The Contractor shall have in his possession the manufacturer's specified maintenance and repair procedures and complete parts list for all equipment to be maintained and produce same when requested.

It will be the Contractor's responsibility to obtain specific literature for each piece of equipment and to develop equipment specific forms that detail the preventive maintenance. These forms and schedules are subject to approval by OGS Real Property Management and must be submitted within two (2) months after commencement of contract. Once initial approval is obtained, these forms shall be filled out as work is performed including but not limited to emergency repair service work, and shall be submitted to the Facility Manager as a permanent record.

It is required that the Contractor will perform all maintenance and inspections on the equipment in accordance with the recommendations for frequency and procedure according to applicable laws, codes and standards including but not limited to manufacturers recommendations.

It is the intent of these specifications to provide all maintenance complete in every respect. The Contractor understands that details of service not explicitly stated in these specifications, but are necessarily attendant thereto, are included herein.

The Contractor shall be compensated as Additional Services for repairs or replacements necessitated by proven negligence or misuse by persons other than the Contractor. In addition, Contractor shall be

compensated as Additional Services for service and parts required as a result of acts of God or for modifications or alterations to the system(s). Such repairs or replacements shall be paid for at the time and materials rate bid. No such repairs shall be made unless authorized in writing by the Division of Real Property Management. The State retains the right to accomplish such repairs and/or replacements or modifications by other means, such as competitive bidding, if deemed in the best interest of the State.

The Contractor is responsible for notifying the Facility Manager of the existence or development of any defects in, or repairs required to, any systems included in this scope of work. The Commissioner reserves the right to make the final determination concerning the responsibility for such defects, corrections, or repairs.

5.4.3 Inspection Procedures

All systems shall be checked as required, but no less frequent than twice per year. The Contractor is responsible for providing all equipment and materials necessary to inspect and test each system(s) accordingly.

5.4.4 Parts and Device Replacement

All parts, components, and devices of the system(s) described in this solicitation are included. If worn or not in proper working order parts or devices should be repaired or replaced with new parts, component, or devices.

The Contractor shall have at his disposal the original manufacturer's specified maintenance and repair procedures and produce same when requested.

5.4.5 Parts and Device Inventory

The Contractor shall have at his disposal sufficient replacement parts and devices to satisfactorily maintain each system described herein in order to prevent periods of inoperability of any equipment or system. The Contractor will be expected to maintain an inventory of the appropriate size, type, model, etc., of parts and devices.

Special Provisions:

- The Contractor agrees that as a condition precedent to the award of any contract for the furnishing of materials in an amount exceeding FIVE HUNDRED DOLLARS from a single supplier to be incorporated in or expended in performance of the work of this contract, written bids shall be obtained, detailing the cost and quality of the materials supplied.
- It is understood that there may be some equipment turnover during the term of this contract with old equipment removed and/or new equipment added operation and maintenance for any reasonable substituted or added equipment shall be included and performed at the then current monthly rates. Any repairs required for new equipment will be performed at the then current additional services rates. It is understood that maintenance of new equipment will begin only after expiration of any applicable warranty periods.

5.4.6 Drawings and Wiring Diagrams

Prospective Contractors are advised that the Office of General Services does have in its possession some wiring diagrams or drawings of the system outlined herein.

During the course of this contract, the Contractor is required to make the set of wiring diagrams and drawings for all systems covered by this contract complete and shall update the drawings as any systems are added to the contract. Drawings and diagrams are to be in compliance with accepted drafting standards.

Such drawings and wiring diagrams shall be made within six (6) months of contract start and two (2) complete sets shall be turned over to the State, one copy for the Facility Manager and one copy for the

Division of Program Support and Administration. All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of system.

At the expiration of the contract, the Contractor shall again furnish to the State two (2) sets of all drawings representing the then current "as modified" conditions of all of the equipment which is covered by the contract.

Contractor may contact the Facility Manager to examine the wiring diagrams currently available. It is the Contractors responsibility to ascertain what equipment does not have wiring diagrams and to complete same as outlined above.

5.4.7 Administrative and Reporting Requirements

Contract Meetings:

- The Contractor will be responsible for the completion of a variety of administrative and reporting requirements, and the cost of it shall be included in the base bid price.
- Upon award of the contract and prior to the start of any work, the Contractor shall be available for an initial job meeting with the Facility Manager. This meeting shall include:

Contractor's submission of a schedule of work to be reviewed and approved by the Facility Manager.

Review of all Facility use rules.

Introduction of each respective organization, chain of command, etc.

Unless otherwise directed, there shall be periodic job meetings for the following purposes:

- Review job progress, quality of work, and approval and delivery of materials.
- Identify and resolve problems, which impede planned progress.
- Coordinate the efforts of all concerned so that the contract progresses on schedule to on-time completion.
- Maintain a sound working relationship between the Contractor and the Facility Manager, and a mutual understanding of the contract.
- Maintain sound working procedures.

Report Requirements:

- Unless otherwise directed, the Contractor shall provide an updated monthly report, which shall be attached to each invoice. This report shall detail all work completed during the invoice period and shall compare scheduled work versus actual work completed.

The above work schedule report shall include:

- Schedule of when work is done - date, time, etc.
- Specific information of what work was done.
- The number of workers utilized and hours worked.

All forms shall be made in duplicate and given to the Facility Manager. The Facility Manager will then forward one copy to the OGS Real Property Management Division of Program Support and Administration.

5.4.8 Staffing

It is the contractors' responsibility that all personnel shall have any and all required training, certifications, credentials, etc. required for the work being performed. OGS engineers will assist in the operation and maintenance however, the contractor will ultimately be responsible.

The Contractor shall provide two (2) full time dedicated Operating Engineers. A minimum of one engineer must be present during the core operational hours of Monday – Friday 6 AM through 10 PM. As outlined in Section 2.3 contractors will provide a proposed staffing plan, to include scheduled shifts and hours of the required engineering staff as well as any additional staffing proposed. Plan must also detail how you propose coverage in the event of vacation, sick days, and after hour events.

These Operating Engineers will be responsible for all operational duties as directed by the Facility Manager. These duties may include, but are not limited to such things as starting and stopping system equipment, monitoring gauges or alarms, and reporting changes in operating conditions to the Facility Manager and, if necessary, taking appropriate action to react to these conditions. There may be a need for coverage after the 10 PM shift. The Facility Manager shall have the discretion to manage and adjust the shift times to provide this coverage. The Facility Manager shall have the right to change shift coverage, as necessary depending on the seasonal needs. (e.g. cooling and heating seasons.)

Any emergency responses are to be handled by the same Operating Engineers as outlined above.

5.4.9 Engineer Minimum Requirements

- Must be able to clearly read and, write and speak the English language.
- Must have a valid driver's license.
- Must have extensive experience in the operation of computerized building management.
- Must have at least 5 years experience as an engineer in a government operated similar sized facility.
- Must have at least 5 years experience in the operation and maintenance of High Pressure Steam Stations.
- Must have at least 3 years experience in general plumbing and electrical work.
- Must have a valid COQ-Refrigeration Engineer licensed issued by the FDNY or equivalent.
- Must have a valid S-12 City Wide Sprinkler Systems issued by the FDNY or equivalent.
- Must have a valid S-13 City wide Standpipe System issued by the FDNY or equivalent.
- Must report to the Building Manager

5.4.10 Background Checks

Background Checks for Contractors Performing Services in OGS Owned/Managed Facilities

a. **Requirements** of this clause apply to the successful awardee(s) of the contract that will be performing on-site work for OGS under the contract.

b. **Definitions.**

For purposes of this clause, the following definitions apply:

- I. **On-Site:** "On-site" refers to any State-owned or leased space open to the public or at which State business operations are conducted.
- II. **Suitability:** "Suitability" refers to identifiable character traits and past conduct which are reasonably sufficient to indicate whether a given individual is likely or not 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.
- III. **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.

c. **Applicability.**

- I. 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.
- II. The Commissioner of General Services, or his 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.

d. Background Check.

- I. The Contractor is responsible, at its own expense, for completing background checks and making suitability determinations on its employees prior to the employee 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.
- II. At a minimum, the background check and suitability determination must include an evaluation of:
 1. Law enforcement checks (Federal, State, and Local for the past 5 years)(including DMV driving records, if the position includes driving responsibilities);
 2. Credit report;
 3. Social Security Number trace;
 4. Verification of U.S. citizenship or legal resident status;
 5. Employment history (past 5 years);
 6. Education history (highest degree verified);
 7. References;
 8. Residence (past 3 years);
 9. Military service discharge notice; and
 10. Professional license and certification if applicable.

e. Background Check Guidelines.

- I. 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., alcoholism/drug addiction, financial irresponsibility/major liabilities, dishonesty, unemployability for negligence or misconduct, criminal conduct);
 3. Dishonorable military discharge;
 4. Felony and misdemeanor offenses;
 5. Drug manufacturing/trafficking/sale;
 6. Major honesty issue (e.g., extortion, armed robbery, embezzlement, perjury);
 7. Criminal sexual misconduct;
 8. Serious violent behavior (e.g., rape, aggravated assault, arson, child abuse, manslaughter);
 9. Illegal use of firearms/explosives; and
 10. Employment related misconduct involving dishonesty, criminal or violent behavior.

- II. 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.

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.

5.5 Security Procedures

The Awarded Contractor's staff must carry appropriate ID credentials to make them identifiable as a Contractor employee. This procedure is required for all in-house and field staff. Additionally, some locations may have specific agency security policies which must be followed. All In-house staff, working in a state facility, will be required to have a valid NYS Drivers license. The State may also require in-house staff to submit to additional background checks. In the event that the State deems an employee not acceptable, that employee may be denied access. In such circumstance, the contractor is required to provide an acceptable substitute staff.

5.5.1 Uniforms and Security Badges

1. All Contractor employees must be provided with company uniforms containing an identifiable company logo. The uniform requirement will at a minimum be an identifiable shirt or smock and must be worn at all times while on premises performing duties.
2. OGS ID badges will be strictly required and must be prominently displayed at all times by all employees performing work on State premises. OGS will provide the ID badges to the Contractor at a cost of \$10.00 per employee. If a replacement badge is needed for one which is lost there is a \$20.00 replacement cost. These badges are obtained from the Department of Motor Vehicles system for all employees with a driver license or non driver ID. Employees who do not have either a New York State Driver's license or non driver ID will be required to obtain one in order to process the ID. Note – There is a process for obtaining ID Badges, which will be discussed at the initial job meeting upon award.

5.6 OSHA (Occupational Safety & Health Administration) - Training Requirements

5.6.1 OGS Facility Manager's Obligations

Prior to beginning contract work/work assignment, the OGS Facility Manager shall inform 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; they shall be informed of the location of Asbestos Containing Materials, if present, and any site specific work practices such as those involving Lockout/Tagout procedures. The Contractor/Contractor's Representative(s) shall also be provided with information about the use of Personal Protective Equipment required for the work and where to get the

specific items. Contractor/Contractor's Representative shall provide a signed acknowledgement to the OGS Facility Manager that they were provided with this information.

5.6.2 Contractor / Contract Employee Obligations

a. General Contract Obligations:

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 proof of completion of the OSHA required training, OSHA 10 - General Industry and registered by DOL.

b. Specific Field-of-Work Requirements:

In circumstances where specific OSHA regulated work is required, for example but not limited to: Asbestos work; Lockout/Tagout procedures operating scissor lift; or work which involves entering a "confined space", the Contractor/Contract Employee(s) shall have all pertinent and up-to-date certifications beyond the "awareness" level as required by OSHA for the specific work, any cost of above certifications to be reimbursed by OGS.

c. It is the Contractor's responsibility to provide the OGS Facility Manager with all employee updates and/or renewals for the specified training.

Note: Contractor's/Contractor's Employee(s) and employees of Sub-Contractors failure to provide such documentation to the OGS Facility Manager upon or prior to employee reporting to their initial work assignment shall result in the OGS Facility Manager rejecting the employee(s).

5.7 Additional Services

Additional Services (repairs, upgrades, any work performed by subcontractors other than for base scope services, etc.) shall only be performed when pre-approved in writing by the facility manager or his designee, and shall be compensated at the Time and Materials rates bid, provided, however, that any subcontractor work shall be reimbursed at actual cost with the Prime Contractor markup thereon being limited to markup percent over the actual cost as bid. Further, in no case shall the amounts paid to all subcontractors (exclusive of any M/WBE subcontracted work as established in the approved utilization plan) during the Contract term exceed fifteen percent (15%) of the total contract amount. The following process shall apply: The contractor shall prepare a quote for the facility manager. For Additional Service work performed by Contractor's on-site staff, the quote must detail the scope of services, whether any subcontractors will be used, proposed timeline for completion, number of hours times hourly rate bid, materials times % markup bid, and any other information or options that the state should consider. If subcontractors are to be used, the process detailed in the Subcontractors clause (See Section 6.8) herein must be followed.

The State retains the right to accomplish such repairs and/or replacements or modifications by other means, such as competitive bidding, if deemed in the best interest of the State. Upon approval, a letter authorizing the work will be issued. A copy of the authorization letter must accompany the invoice for any Additional Services. Prior authorization by the Facility Manager or his/her designee is required for all work considered as Additional Services. Documentation is required to verify costs. Unauthorized repairs shall be at the Contractor's expense.

6. Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated December 2012, 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
2. Contract
3. OGS RFP Number 1794 including any appendices and or addenda
4. Selected Contractor's Bid

6.1 Procurement Lobbying Requirement

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between NYSOGS and an Offerer/Proposer during the procurement process. An Offerer/Proposer is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by NYSOGS 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 of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Proposer 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 Offerer/Proposer is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

6.2 Contractor Insurance Requirements

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall file with The People of the State of New York, Office of General Services (hereinafter referred to as "OGS"), Certificates of Insurance (hereinafter referred to as "Certificates"), evidencing compliance with all requirements contained in this Section. Such Certificates shall be of a form and substance acceptable to OGS.

Certificate acceptance and/or approval by OGS does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State and acceptable to OGS; shall be primary and non-contributing to any insurance or self insurance maintained by OGS; shall be endorsed to provide written notice be given to OGS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to Office of General Services, Purchasing Unit, Corning Tower, 40th Floor, Empire State Plaza, Albany, New York 12242 and shall name The People of the State of New York, its officers, agents, and employees as additional insureds there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 10 11 85**). The additional insured requirement does not apply to Workers Compensation, Disability or Professional Liability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by OGS. Such approval shall not be unreasonably withheld.

The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to OGS and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. 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 period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply to OGS updated replacement Certificates of Insurance, and amendatory endorsements.

The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

- a) Commercial General Liability Insurance with a limit of not less than \$5,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 1. If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.
- b) Comprehensive Business Automobile Liability Insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
- c) If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substance, the Contractor shall maintain in full force and effect throughout the term hereof, pollution legal liability insurance with limits of not less than \$5,000,000, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against OGS arising from Contractors work.
 1. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.
 2. If the Contract includes disposal of materials from the job site, the Contractor must furnish to OGS, evidence of pollution legal liability insurance in the amount of \$2,000,000 maintained by the disposal site operator for losses arising from the disposal site accepting waste under this Contract.
- i) If autos are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.

- d) If providing professional services, the Contractor shall maintain, or if subcontracting professional services, shall certify that Subcontractor maintain, errors and omissions liability insurance with a limit of not less than \$5,000,000 per loss.
1. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract and, if the project involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, it may not exclude bodily injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring, or laboratory analyses.
 2. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.
- e) Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against OGS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against OGS or (ii) any other form of permission for the release of OGS.
- f) WORKERS' COMPENSATION / DISABILITY INSURANCE:

Workers' Compensation, Employer's Liability, and Disability Benefits meeting all New York State statutory requirements are required. If coverage is obtained from an insurance company through an insurance policy, the policy shall provide coverage for all states of operation that apply to the performance of the contract. In addition, if employees will be working on, near or over navigable waters, coverage provided under the US Longshore and Harbor Workers' Compensation Act must be included. Also, if the contract is for temporary services, or involves renting equipment with operators, the Alternate Employer Endorsement, WC 00 03 01A, must be included on the policy naming the People of the State of New York as the alternate employer.

PROOF of COMPLIANCE WITH WORKERS' COMPENSATION COVERAGE REQUIREMENTS:

ACORD forms are **NOT** acceptable proof of workers' compensation coverage.

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, contractors shall:

- A) Be legally exempt from obtaining workers' compensation insurance coverage;
or
- B) Obtain such coverage from insurance carriers;
or
- C) Be a Board-approved self-insured employer or participate in an authorized self-insurance plan.

Contractors seeking to enter into contracts with the State of New York **shall provide one of the following forms to the Office of General Services** at the time of bid submission or shortly after the opening of bids:

- A) **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.state.ny.us);
or
- B) **Certificate of Workers' Compensation Insurance:**

1) **Form C-105.2 (9/07)** if coverage is provided by the contractor's insurance carrier, **contractor must request its carrier** to send this form to the New York State Office of General Services;

or

2) **Form U-26.3** if coverage is provided by the State Insurance Fund, contractor must request that the State Insurance Fund send this form to the New York State Office of General Services;

or

C) *Certificate of Workers' Compensation Self-Insurance - Form SI-12*, available from the New York State Workers' Compensation Board's Self-Insurance Office;

or

D) *Certificate of Participation in Workers' Compensation Group Self-Insurance Form GSI-105.2*, available from the contractor's Group Self-Insurance Administrator.

PROOF of COMPLIANCE WITH DISABILITY BENEFITS COVERAGE REQUIREMENTS:

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, contractors shall:

A) Be legally exempt from obtaining disability benefits coverage;

or

B) Obtain such coverage from insurance carriers;

or

C) Be a Board-approved self-insured employer.

Contractors seeking to enter into contracts with the State of New York **shall provide one of the following forms to the Office of General Services** at the time of bid submission or shortly after the opening of bids:

A) **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.state.ny.us);

or

B) **Form DB-120.1**, *Certificate of Disability Benefits Insurance*. Contractor must request its business insurance carrier to send this form to the New York State Office of General Services;

or

C) **Form DB-155**, *Certificate of Disability Benefits Self-Insurance*. The Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

All forms must name the New York State Office of General Services – Empire State Plaza, 40th Floor Corning Tower, Albany NY 12242, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

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's immediate termination of any

contract resulting from this RFP, 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, their agents and employees therefore for lost profits or any other damages.

6.3 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 RFP. 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 Proposer non-responsive and non-responsible. Proposers 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>

6.4 M/WBE & EEO Requirements

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A, OGS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises and the employment of minority group members and women in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program. The

recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establishes goals for maximum feasible participation of New York State Certified minority and women-owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, OGS hereby establishes an overall goal of **20%** for MWBE participation, **15%** for Minority-Owned Business Enterprises (“MBE”) participation and **5%** for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). A contractor (“Contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that OGS may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>.

For guidance on how OGS will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and OGS may withhold payment from the Contractor as liquidated damages.

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.

By submitting a bid or proposal, a bidder on the Contract (“Bidder”) agrees to submit the following documents and information as evidence of compliance with the foregoing:

- A. Bidders are required to submit a MWBE Utilization Plan on Form #MWBE 100 with the bid or proposal. The Utilization Plan shall list the MWBEs the Contractor intends to use to perform the State contract and a description of the Contract scope of work that the Contractor intends to structure to meet the goals on the State contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State Contract that the Contractor intends to be performed by a NYS Certified minority or woman-owned business. Any modifications or changes to the agreed participation by NYS Certified MWBEs set forth in the Utilization Plan submitted with the bid or proposal, after the Contract award and during the term of the Contract, must be reported on a revised MWBE Utilization Plan and submitted to OGS.
- B. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS’ acceptance or issue a notice of deficiency within 20 days of receipt.
- C. 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, 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.
- D. OGS may disqualify a Bidder as being non-responsive under the following circumstances:
 - a) If a Bidder fails to submit a 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.

Contractors 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.

Contractors are required to submit a Contractor's Monthly MWBE Contractor Compliance & Payment Report on Form MWBE 102 to OGS by the 10th day of the month during the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid a staffing plan on Form EEO 100 identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to OGS, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

ALL FORMS ARE AVAILABLE AT: <http://www.ogs.ny.gov/MWBE/Forms.asp>

6.5 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.

6.6 General Requirements

- The Proposer agrees to adhere to all State and Federal laws and regulations in connection with the contract.
- The Proposer 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 Proposer agrees that in any contract resulting from this RFP it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
- It shall be mutually agreed that the Contractor has included cost to remedy all deficient items in their proposal and they will be responsible for satisfactory functioning of the equipment without extra compensation. The Contractor may at their option provide with their bid, a detailed explanation of work intended to be performed under this clause.
- The Proposer agrees that any contract resulting from this RFP may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of OGS.
- For reasons of safety and public policy, in any contract resulting from this RFP, 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 RFP, 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. It is understood that travel expenses will not be allowed.
- The Office of General Services interpretation of specifications shall be final and binding upon the Contractor.
- The Commissioner of General Services will make no allowance or concession to the Proposer 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 Proposer 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 RFP 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 reserve the right to stop the work covered by this RFP and any contract(s) resulting there from at any time that it is deemed the successful Proposer 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 Proposer 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. Provided, however, that if an emergency situation exists, as reasonably determined by the Office of General Services then the stop work order shall be effective immediately.

- 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.

6.7 Contract Terms

All provisions and requirements of Appendix A 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 RFP, 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 RFP, 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 RFP.

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

6.8 Subcontractors

The State will contract only with the successful Proposer 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 proposing, any known planned use of subcontractor(s) 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, except in the case of an approved joint venture or 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 RFP 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 RFP.

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 including, but not limited to the General Conditions and Requirements.

During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to the Office of General Services, Real Property Management, Empire State Plaza, 39th Floor Corning Tower, Albany NY 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 NY SOGS may require concerning the proposed subcontractor's ability and qualifications.

In the event that subcontractors must be used during the term of this contract for Additional Services work, the following guidelines shall apply.

- A. The Contractor shall procure goods and services using commercially reasonable and prudent practices to obtain the most favorable price and terms. The Contractor will make his/her best efforts and shall document same to obtain written proposals or bids from at least three (3) responsible service providers before selecting the best price and terms. Prior OGS approval is required for all Additional Services. The following conditions apply to competitive bidding for subcontracted additional services:
- 1) Each bid will be solicited in a form and manner conducive to uniformity in all bids. The Contractor will maintain documentation of the solicitation and results.
 - 2) If the Contractor desires to accept other than the lowest bidder, or where competitive bids are not possible, adequate justification must be provided to the State for required prior approval.
 - 3) The OGS shall be free to accept or reject any proposal/subcontract submitted for State's approval, and Contractor shall provide OGS with copies of all documentation OGS may request in relation to such approval rights.

6.9 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. If two or more offers are found to be substantially equivalent, the Commissioner of OGS, at his sole discretion, will determine award using established criteria.

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.

6.10 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.

6.11 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 or RFP, 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).

<http://www1.osc.state.ny.us/transparency/contracts/contractsearch.cfm>

6.12 Termination

Termination

NYSOGS may, upon thirty (30) days notice, terminate the contract resulting from this RFP in the event of the awarded Proposer's failure to comply with any of the proposal's requirements unless the awarded Proposer obtained a waiver of the requirement.

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

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

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

Procurement Lobbying Termination

NYSOGS 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, NYSOGS may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

6.13 NYS Vendor Responsibility Questionnaire For-Profit Business Entity (hereinafter the "questionnaire")

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,

http://www.osc.state.ny.us./vendrep/vendor_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.

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.

6.14 Ethics Compliance

All proposers 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 the Contract, 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.

6.15 Extension of Use

Any contract resulting from the solicitation may be extended to additional State Agencies upon mutual agreement between the requesting agency, OGS, and the contractor, and subject to applicable approvals. OGS reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

6.16 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 RFP 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 RFP, 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 RFP. Such indemnity shall not be limited to the insurance coverage herein prescribed.

6.17 Attachments, Appendices and Exhibits

The Proposer's attention is directed to the attachments and appendices attached hereto and hereby incorporated by reference and made part hereto as fully as if it were set forth at length herein. They are part of this solicitation and will be part of the subsequent contract. The proposer is responsible for adhering to all requirements of the appendices and exhibits.

6.18 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.

6.19 Iran Divestment Act

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/reggs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should OGS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OGS 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 OGS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OGS 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.

6.20 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.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

any State approved sums due and owing for work done upon the project.

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

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

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

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

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

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

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

22. COMPLIANCE WITH 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.

Appendix B

General Procurement Forms

Request for Proposal (RFP) for the New York State Office of General Services

Request for Proposal No. 1794

Required Forms

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;
- Offerer Disclosure of Prior Non-Responsibility Determinations;
- Offerer's Certification of Compliance with State Finance Law §139-k(5)
- ST-220 -TD Taxation & finance Contractor Certification (**Submitted directly to Taxation & Finance**)
- ST-220 -CA Taxation and Finance Covered Agency Certification;
- MacBride Principles;
- Non/Collusive Bidding Certification;
- Consultant Contractor Forms

Contractor Information

SOLICITATION NUMBER 1794

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 I.D. Number)

(NYS Vendor I.D. Number)

(Address)

(City, State, Zip)

(County)

_____ Ext. _____
(Telephone Number)

_____ Ext. _____
(Toll Free Phone)

(Fax Number)

(Toll Free Fax Number)

(E-mail)

Questions:

- 1. New York State Small Business Circle One: Yes No
- 2. New York State Certified Minority Owned Business Circle One: Yes No
- 3. New York State Certified Woman Owned Business Circle One: Yes No
- 4. Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State? Circle One: Yes No
- 5. Will New York State Businesses be used in the performance of this contract? Circle One: Yes No
- 6. If yes, identify New York State Business(es) that will be used; (Attach identifying information).
- 7. Does your proposal meet all the requirements of this solicitation? Circle One: Yes No

BIDDER/OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Pursuant to Procurement Lobbying Law (SFL §139-j)

A. 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?
If yes, please answer the following question:

_____ YES _____ NO

B. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

_____ YES _____ NO

C. If yes, was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?
If yes, please provide details regarding the finding of non-responsibility:

_____ YES _____ NO

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility:
(add additional pages if necessary)

D. Has any 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?
If yes, please provide details:

_____ YES _____ NO

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:
(add additional pages if necessary)

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.

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).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

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:

Name and Title of Person Submitting this Form:

Contract Procurement Number: _____

Date: _____

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

No _ _ Yes _ _

If yes, please answer the next questions:

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

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? (Please circle):

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)

**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 certify that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: ____ _

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

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.

New York State Department of Taxation and Finance

Contractor Certification (ST-220-TD)
Contractor Certification to Covered Agency (ST-220-CA)



New York State Department of Taxation and Finance

Contractor Certification

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

For information, consult Publication 223, *Question 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)

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

Contract number or description

Estimated contract value over the full term of the contract
(but not including renewals) \$

Covered agency address

Covered agency telephone number

General information

Section 5-a of the Tax Law, 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 a Form ST-220-CA, 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.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*, available at www.nystax.gov. Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

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**

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 Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need Help?

Internet access: www.nystax.gov
(for information, forms, and publications)



Fax-on-demand forms: 1 800 748-3676



Telephone assistance is available from
8:00 A.M. to 5:00 P.M. (eastern time),
Monday through Friday.

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 462-8100

From areas outside the U.S. and outside Canada: (518) 485-6800

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110



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, please call 1 800 972-1233.

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.

Make only one entry in each section below.

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 sections 1134 and 1253 of the Tax Law, 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 sections 1134 and 1253 of the Tax Law. 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 sections 1134 and 1253 of the Tax Law. 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)

ST-220-CA

(6/06)



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

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

For information, consult Publication 223, *Question 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 T-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. This publication is available on our Web site, by fax, or by mail. (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.

If you have questions, please call our information center at 1 800 698-2931.

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).

Bidder is required to sign both sections on this page

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

**NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable:

1. Have business operations in Northern Ireland,

Yes No

If yes:

2. Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes No

(Contractor's Signature)

(Name of Business)

NON-COLLUSIVE BIDDING 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 to the best of his knowledge and belief) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; an) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Contractor's Signature)

(Name of Business)

EMPLOYEE INFORMATION TO BE REPORTED BY CERTAIN CONSULTANT CONTRACTORS

Instructions for Completing Form A and B

Form A and Form B should be completed for contracts for consulting services in accordance with the following

Form A - Contractor's Planned Employment (to be completed and submitted with bid/quote)

- **Employment Category:** enter the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the planned employees to provide services under the contract.

(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

- **Number of Employees:** enter the total number of employees in the employment category to be employed to provide services under the contract including part time employees and employees of subcontractors.
- **Number of hours:** enter the total number of hours to be worked by the employees in the employment category.
- **Amount Payable under the Contract:** enter the total amount payable by the State to the State contractor under the contract, for work by the employees in the employment category.

Form B – Contractor's Annual Employment Report. (to be completed by May 1st of each year for each consultant contract in effect at any time between the preceding April 1st through March 31st fiscal year and submitted to the Department of Civil Service, Office of the State Comptroller and Office of General Services)

- **Scope of Contract:** choose a general classification of the single category that best fits the predominate nature of the services provided under the contract.
- **Employment Category:** enter the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract.

(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

- **Number of Employees:** enter the total number of employees in the employment category employed to provide services under the contract during the report period, including part time employees and employees of subcontractors.
- **Number of hours:** enter the total number of hours worked during the report period by the employees in the employment category.
- **Amount Payable under the Contract:** enter the total amount paid by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the report period.

Appendix C

Sample Contract

Solicitation No. 1794

SAMPLE

**STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
AGREEMENT FOR
(HVAC)**

**AT THE PERRY DURYEYEA STATE OFFICE BLDG.
IN HAUPPAUGE, NY**

**WITH
(CONTRACTOR)**

CONTRACT # C00XXXX

THIS AGREEMENT, made this ____ day of _____, 2013 by and between the People of the State of New York, acting by and through the Commissioner of General Services, whose office is on the 41st Floor, Corning Tower Building, 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 _____.

WITNESSETH:

WHEREAS, the OGS is responsible for the HVAC at the (Perry Duryeya State Office Building located at Veterans Highway, Hauppauge, NY (hereinafter the "State Office Building") and in fulfilling its responsibility deems it necessary to obtain HVAC operation and maintenance service 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 best value for such services and that the Contractor possesses the necessary capacity, experience and expertise for provision of HVAC 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 (HVAC) 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.

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 Request for Proposals No. 1794, which is annexed as Appendix "B" hereto, and the Contractor's proposal, 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 solicitation 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 solicitation upon ten (10) days written notice if the Contractor makes any arrangement or assignment for the benefit of the creditors.

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

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.

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.

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 "Proposal", or between any Appendices, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

- (i) Appendix A
- (ii) This contract agreement
- (iii) Appendix B – Solicitation #1794 including Addenda
- (iv) Appendix C – Contractor's Proposal

The parties understand and agree that any and all deviations or exceptions taken by Contractor to the State's Request for Proposal 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. IRAN DIVESTMENT ACT

By entering into this Contract, Contractor certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. 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 the Contract will be required to certify that it is not on the Prohibited Entities List before OGS may approve a request for Assignment of Contract.

During the term of the Contract, should OGS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OGS 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 OGS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OGS reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

21. 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 Office of Cyber Security and Critical Infrastructure Coordination, the State Consumer Protection Board, 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.

22. MWBE/EEO

I. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor 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. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State Certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. OGS hereby establishes an overall goal of 20% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 5% for Women-

Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).

- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html> . Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- C. Pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to OGS for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
 - 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - 2. The Contractor shall certify and affirm 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.

3. The Contractor's EEO policy statement shall include the following language:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
- b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 3 and Paragraph "E" of this Section II, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form EEO 100 - Staffing Plan. To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their contract.

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

(One of the following 2 paragraphs will be included in the final contract)

*Contractor agrees it is responsible for updating and providing notice to the OGS of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

*Contractor and OGS agree that Contractor is unable to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce and that the information provided on the previously submitted Staffing Plan is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

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

IV. MWBE Utilization Plan

- A. Contractor certifies that it has submitted a MWBE Utilization Plan to OGS and will follow such Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- B. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

- A. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form (BDC 333) documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

- B. If the OGS, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the 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.

VI. Monthly MWBE Contractor Compliance Report

Contractor is required to submit a Monthly MWBE Contractor Compliance Report (Form MWBE 102) to OGS by the 10th day of the month during the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages - MWBE Participation

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

23. 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: _____ By: _____
Name: Name:
Title: Title:
Federal I.D. No.: Date:
Date:

APPROVED AS TO FORM
Eric Schneiderman
Attorney General

APPROVED
Thomas P. DiNapoli
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

Attachment A

Pricing Document

Attachment A: Pricing Document

_____ agrees to provide all necessary maintenance, inspections, tests and annual operation in accordance with the specifications in this proposal, for the equipment located at the Perry Duryea Jr. State Office Building, Veteran's Highway, in Hauppauge, New York for the price bid below:

PART A:

Base Bid:

Full Maintenance and Operation Services

Per Month \$ _____ X 12 = \$ _____

PART B:

Additional Services:

Labor: Estimated 300 Hours X Hourly Rate of

\$ _____ = \$ _____

Materials:

Material: Estimated \$10,000 plus mark up of _____% = \$ _____

(e.g. \$10,000.00 x 8% = \$800.00 + \$10,000.00 = \$10,800.00)

Subcontracted Additional Services:

Labor: Estimated \$15,000 plus mark up of _____% = \$ _____

Total Annual Bid \$ _____

DATE

SIGNATURE

Attachment B

Prevailing Wage

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract **MUST** obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule **MUST** be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: 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 Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30R).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from 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.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting 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. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.state.ny.us.

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 annual determination is available on the NYSDOL website www.labor.state.ny.us.

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. 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.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

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, cancelled 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. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

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 8, Section 220-a of the Labor Law.

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 Laws, Article 8, Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. 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.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

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 project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting 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 Department of Jurisdiction (Contracting 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 project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers' 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.

Every employer subject to the NYS 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.

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

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 or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, 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 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, 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 8, Section 220-e(a)).

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 8, Section 220-e(b)).

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 8, Section 220-e(c)).

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 8, Section 220-e(d)).

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.

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concerns with regard to inclusion of this information on payrolls if another identifier will suffice.

For these reasons, *the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.*

NOTE: This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

Construction Industry Fair Play Act

Required Posting For Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.state.ny.us .



New York State Department of Labor
Required Notice under Article 25-B of the Labor Law

**ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:
YOU ARE COVERED BY THE
CONSTRUCTION INDUSTRY FAIR PLAY ACT**

The law says that you are an employee unless:

- You are free from direction and control in performing your job AND
 - You perform work that is not part of the usual work done by the business that hired you AND
 - You have an independently established business
- Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

**IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS
INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.**

Employee rights. If you are an employee:

- You are entitled to state and federal worker protections such as
 - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
 - workers' compensation benefits for on-the-job injuries
 - payment for wages earned, minimum wage, and overtime (under certain conditions)
 - prevailing wages on public work projects
 - the provisions of the National Labor Relations Act and
 - a safe work environment
- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor:

- You must pay all taxes required by New York State and Federal Law.

Penalties for paying off-the-books or improperly treating employees as independent contractors:

- **Civil Penalty** First Offense: up to \$2,500 per employee.
 Subsequent Offense(s): up to \$5,000 per employee.
- **Criminal Penalty** First Offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing Public Work for up to one year.
 Subsequent Offense(s): Misdemeanor - up to 60 days in jail, up to a \$50,000 fine and debarment from performing Public Work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

IA 999 (09/10)

WORKER NOTIFICATION

(Labor Law §220, paragraph a of subdivision 3-a)

Effective February 24, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.state.ny.us or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.



New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Chapter 629 of
the Labor Laws
of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:
www.labor.ny.gov

If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 775-3568	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

OSHA 10-hour Construction Safety and Health Course – S1537-A

Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

NOTE: The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.

Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:

www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

www.rit.edu/~outreach/course.php3?CourseID=54

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

<https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~GROUP~AOTCON~10~>

Atlantic OSHA Training Center

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: mailto:japs@buffalo.edu

(716) 829-2125

http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingleton@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_oshacfm

3. List of trainers and training schedules for OSHA outreach training at:

www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of \$250,000.00 or more must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$3 million in Bronx, Kings, New York, Queens and Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.
- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.
- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.
- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.
- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

Regarding Use of Form PW30R

“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

To use the ‘4 Day / 10 Hour Work Schedule’:

There **MUST** be a *Dispensation of Hours (PW30)* in place on the project

AND

You **MUST** register your intent to work 4 / 10 hour days, by completing the PW30R Form.

REMEMBER...

The ‘4 Day / 10 Hour Work Schedule’ applies **ONLY** to Job Classifications and Counties listed on the PW30R Form.

Do not write in any additional Classifications or Counties.

(Please note : For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

Instructions for Completing Form PW30R

“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

Before completing Form PW30R check to be sure ...

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown, NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
 - Go to pages 2 and 3 of the form
 - Place a checkmark in the box to the right of the Job Classification you are choosing
 - Mark all Job Classifications that apply

Do not write in any additional Classifications or Counties.

Requestor Information:

- Enter the name of the person submitting the registration, their title with the company, and the date the registration is filled out

Return Completed Form:

- **Mail** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 **-OR-**
- **Fax** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870



New York State Department of Labor
Bureau of Public Work
 W. Averell Harriman State Office Campus
 Building 12 - Room 130
 Albany, New York 12240
 Phone - (518) 457-5589 Fax - (518) 485-1870

Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing Form PW30R check to be sure ...
 There is a *Dispensation of Hours* in place on the project.
 The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
 The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

When completed ...
 Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240
 -or-
 Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: _____ FEIN: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Phone Number _____ Fax Number: _____ Email Address: _____
 Contact Person: _____
 Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____
 Exact Location of Project: _____ County: _____
 (If you are Subcontractor)
 Prime Contractor Name: _____
 Job Classification(s) to Work 4/10 Schedule: (Choose all that apply on Job Classification Checklist - Pages 2 & 3)
 *** Do not write in any additional Classifications or Counties***

Requestor Information

Name: _____
 Title: _____ Date : _____

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Applicable Counties	Check Box
Carpenter - Building	1042	Clinton, Essex, Franklin	<input type="checkbox"/>
Carpenter - Building	370	Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie	<input type="checkbox"/>
Carpenter - Building	370Z2	Hamilton, Warren, Washington	<input type="checkbox"/>
Carpenter - Building	370Z3	Saratoga	<input type="checkbox"/>
Carpenter - Heavy&Highway	370Saratoga	Saratoga	<input type="checkbox"/>
Carpenter - Heavy&Highway	370/1042H/H	Clinton, Essex, Franklin, Hamilton	<input type="checkbox"/>
Carpenter - Heavy&Highway	370H/H	Albany, Fulton, Montgomery, Rensselaer, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Carpenter - Building	85	Livingston, Monroe, Ontario, Wayne, Wyoming	<input type="checkbox"/>
Carpenter - Building	281B	Cayuga, Seneca, Yates	<input type="checkbox"/>
Carpenter - Heavy/Highway	281HH	Cayuga, Seneca, Yates	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	280	Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	9	Erie, Cattaraugus	<input type="checkbox"/>
Carpenter - Heavy&Highway	66h	Allegany, Chautauqua, Cattaraugus	<input type="checkbox"/>
Carpenter - Building	66	Allegany, Chautauqua, Cattaraugus	<input type="checkbox"/>
Carpenter - Building	277 CST	Cortland, Schuyler, Tompkins	<input type="checkbox"/>
Carpenter - Building	277 JLS	Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Carpenter - Building	277 omh	Herkimer, Madison, Oneida	<input type="checkbox"/>
Carpenter - Building	277 On	Onondaga	<input type="checkbox"/>
Carpenter - Building	277 Os	Oswego	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h CST	Cortland, Schuyler, Tompkins	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h JLS	Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h On	Onondaga	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	277CDO	Chenango, Delaware, Otsego	<input type="checkbox"/>
Carpenter - Heavy/Highway	277oneidah	Herkimer, Madison, Oneida	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h Os	Oswego	<input type="checkbox"/>
Electrician	25m	Nassau, Suffolk	<input type="checkbox"/>
Electrician	43	Cayuga, Chenango, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tompkins, Wayne	<input type="checkbox"/>
Electrician	840Teledata and 840 Z1	Cayuga, Onondaga, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Applicable Counties	Check Box
Electrician	86	Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, Wyoming	<input type="checkbox"/>
Electrician	910	Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Electrician Lineman	1049Line/Gas	Nassau, Suffolk	<input type="checkbox"/>
Electrician Lineman	1249a	Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates	<input type="checkbox"/>
Elevator Constructor	138	Columbia, Delaware, Dutchess, Greene, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester	<input type="checkbox"/>
Elevator Constructor	14	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Elevator Constructor	27	Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates	<input type="checkbox"/>
Elevator Constructor	35	Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Elevator Constructor	62.1	Broome, Cayuga, Chenango, Cortland, Delaware, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>
Glazier	660	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Glazier	660r	<u>Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming</u>	<input type="checkbox"/>
Glazier	677.1	Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates	<input type="checkbox"/>
Glazier	667.Z-2	Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego	<input type="checkbox"/>
Glazier	677z3	Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins	<input type="checkbox"/>
Glazier	667r.2	Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego	<input type="checkbox"/>
Insulator - Heat & Frost	30-Syracuse	Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Applicable Counties	Check Box
Laborers - Residential Deconstruction, Demolition	601	Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Essex, Franklin, Genesee, Jefferson, Lewis, Livingston, Monroe, Onondaga, Ontario, Orleans, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Wayne, Wyoming, Yates	<input type="checkbox"/>
Laborer - Building	621b	Allegany, Cattaraugus, Chautauqua	<input type="checkbox"/>
Laborer - Residential	621r	Allegany, Cattaraugus, Chautauqua	<input type="checkbox"/>
Mason - Building/Heavy&Highway	780	Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk	<input type="checkbox"/>
Operating Engineer - Heavy& Highway	832H	Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates	<input type="checkbox"/>
Operating Engineer - Heavy/Highway	137H/H	Putnam, Westchester	<input type="checkbox"/>
Painter	178 B	Broome, Chenango, Tioga	<input type="checkbox"/>
Painter	178 E	Chemung, Schuyler, Steuben	<input type="checkbox"/>
Painter	178 O	Delaware, Otsego	<input type="checkbox"/>
Painter	31	Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca	<input type="checkbox"/>
Painter	38.O	Oswego	<input type="checkbox"/>
Painter	4-Buf,Nia,Olean	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Niagara, Orleans, Steuben, Wyoming	<input type="checkbox"/>
Painter	4-Jamestown	Cattaraugus, Chautauqua	<input type="checkbox"/>
Painter	150	Livingston, Monroe, Ontario, Wayne, Yates	<input type="checkbox"/>
Sheetmetal Worker	46	Livingston, Monroe, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	294h/h	Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Teamster - Heavy&Highway	317a.hh	Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	693.H/H	Broome, Chenango, Delaware, Otsego, Tioga	<input type="checkbox"/>
Teamster - Building/Heavy&Highway	456	Putnam, Westchester	<input type="checkbox"/>

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

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

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

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.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.state.ny.us) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2

Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

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

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	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4904
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

Suffolk County General Construction

Asbestos Worker

09/01/2013

JOB DESCRIPTION Asbestos Worker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:

07/01/2013

Asbestos Worker \$40.95
Removal & Abatement Only*

NOTE: *On Mechanical Systems that are NOT to be SCRAPPED.

SUPPLEMENTAL BENEFITS

Per Hour:

Asbestos Worker \$8.25
Removal & Abatement Only

OVERTIME PAY

See (B, B2, *E, J) on OVERTIME PAGE

Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8) on HOLIDAY PAGE

REGISTERED APPRENTICES

Apprentice Removal & Abatement Only:

1000 hour terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
78%	80%	83%	89%

SUPPLEMENTAL BENEFIT

Per Hour:

Apprentice Removal & Abatement \$8.25

4-12a - Removal Only

Boilermaker

09/01/2013

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per Hour:

07/01/2013

Boilermaker \$ 47.98
Repairs & Renovations \$ 47.98

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2013

Boilermaker 33% of hourly
Repairs & Renovations Wage Paid
+ \$22.25

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY

OVERTIME PAY
 See (D, O) on OVERTIME PAGE
 HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE
 NOTE: *Employee must work in pay week to receive Holiday Pay.
 **Boilermaker gets 4 times the hourly wage rate for working on Labor Day.
 ***Repairs & Renovation see (B,E,Q) on HOLIDAY PAGE

HOLIDAY

REGISTERED APPRENTICES

*REGISTERED APPRENTICES

(1/2) Year Terms at the following percentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

Apprentice(s) 07/01/2013
 33% of Hourly
 Wage Paid plus
 amount below

1st	2nd	3rd	4th	5th	6th	7th	8th
\$17.41	\$18.10	\$18.79	\$19.48	\$20.17	\$20.86	\$21.55	\$22.25

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

Carpenter

09/01/2013

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, SlateHill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.
 Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.
 Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour: 07/01/2013

Core Drilling:

Driller	\$ 35.46 Plus \$2.40*
Assistant Driller	\$ 28.89 Plus \$2.40*

*Additional to be added to Wages or Benefits

Note: Hazardous Waste Pay Differential:

For Level C, an additional 10% above wage rate per hour
 For Level B, an additional 10% above wage rate per hour
 For Level A, an additional 10% above wage rate per hour
 Note: When required to work on water: an additional \$ 0.50 per hour.

* May be allocated between wages and benefits.

SUPPLEMENTAL BENEFITS

Per hour paid:

Driller	\$ 17.52
Asst. driller	17.52

OVERTIME PAY

OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY

HOLIDAY:
 Paid: See (5,6) on HOLIDAY PAGE.
 Overtime: * See (5,6) on HOLIDAY PAGE.
 ** See (8,10,11,13) on HOLIDAY PAGE.

Assistant: One (1) year increments at the following percentage of Assistant wages. This is not an apprenticeship for Driller.

1st Year 70%	2nd Year 80%	3rd Year 90%	4th Year 100%	9-1536-CoreDriller
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Carpenter

09/01/2013

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour: 07/01/2013

Timberman \$ 44.03Plus
 \$2.40*

*Additional to be added to Wages or Benefits

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2013
 \$ 40.62

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.
 Paid: for 1st & 2nd yr. See (5,6,11,13,16,18,19,25)
 Apprentices
 Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour is Percentage of Journeymans Wage.

(1) year terms:	1st 40%	2nd 50%	3rd 65%	4th 80%
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Supplemental benefits per hour:

Apprentices \$ 25.14 9-1536

Carpenter

09/01/2013

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2013

Building

Millwright \$ 46.19 Plus an
 additional \$ 2.40*

* May be allocated between wages and benefits

SUPPLEMENTAL BENEFITS

Per hour paid:

Millwright \$ 48.12

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19)* on HOLIDAY PAGE.

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

* must show up to work

REGISTERED APPRENTICES

Wages per hour is Percentage of Journeyworkers wage:

(1) year terms:

1st.	2nd.	3rd.	4th.
55%	65%	75%	95%

Supplemental benefits per hour paid:

(1) year terms:

1st.	2nd.	3rd.	4th.
\$31.12	\$34.32	\$38.64	\$43.95

9-740.1

Carpenter

09/01/2013

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour: 07/01/2013

Marine Construction:

Marine Diver \$ 58.95 Plus \$2.40*
 M.D.Tender 42.10 Plus \$2.40*

NOTE:(*Additional to be added to wages or benefit)

SUPPLEMENTAL BENEFITS

Per Hour Paid:

Journeyman \$ 42.37

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE
 Overtime: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

9-1456MC

Carpenter

09/01/2013

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2013

Carpet/Resilient
Floor Coverer \$ 45.34 Plus
\$2.40*

*Additional to be Added to Wages or Benefits

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS

Per hour paid:

Floor Coverer \$ 38.58

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19)on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour is Percentage of Journeyworkers Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices \$ 25.83

9-2287

Carpenter

09/01/2013

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2013

Piledriver \$ 46.74 Plus \$2.40*

Dockbuilder \$ 46.74 Plus \$2.40*

Note>(*Additional to be added to wages or benefit)

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker \$ 42.45

OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19)on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour is Percentage of Journeyworkers Wage

(1)year terms:

1st.	2nd.	3rd.	4th.
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices \$ 27.77

9-1456

Carpenter - Building / Heavy&Highway

09/01/2013

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Suffolk

PARTIAL COUNTIES

Nassau: Work performed "North of Southern State Parkway and East of Seaford Creek"

WAGES

Per Hour:

07/01/2013

Carpenter (Building) \$46.47

Carpenter (Heavy Highway) \$46.47

SUPPLEMENTAL BENEFITS

Per Hour:

Both Carpenter Categories \$28.81

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

One(1) Year Terms at the following:

Per Hour:

1st	2nd	3rd	4th
\$18.14	\$23.98	\$27.88	\$31.78

Supplemental Benefits

Per Hour:

All Terms: \$17.50

4-Reg.Council Nass/Suff

Electrician

09/01/2013

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

07/01/2013

Electrician Pump & Tank \$40.05

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician
 Pump & Tank 65.25%
 of *Wage
 Paid

*Wage Paid includes any and all Premiums

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

1 Year Terms at the Following:

Per Hour:

1st Term \$14.02
 2nd Term \$16.02
 3rd Term \$18.02
 4th Term \$20.03
 5th Term \$26.03
 6th Term \$30.04

SUPPLEMENTAL BENEFITS

Per Hour:

All Terms 65.25%
 of *Wage
 Paid

*Wage Paid includes any and all Premiums

4-25 Pump & Tank

Electrician

09/01/2013

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

	07/01/2013	04/26/2014
Electrician/Wireman	\$48.45	\$49.20
HVAC Controls	\$48.45	\$49.20
Fire Alarms	\$48.45	\$49.20

SUPPLEMENTAL BENEFITS

Per Hour:

	07/01/2013	04/26/2014
Electrician/Wireman (all categories)	16.0% of Hourly Wage Paid + \$23.01	16.0% of Hourly Wage Paid + \$22.14

NOTE: "Hourly Wage Paid" shall include any and all premium[s]

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

One(1) Year Terms at the following Percentage of Journeyman(s) Wage:

Apprentices with start dates PRIOR TO 10/02/2010:

4th 5th 6th
 50% 60% 70%

Apprentices with start dates AFTER 10/02/2010:
 1st 2nd 3rd 4th 5th 6th
 35% 40% 45% 55% 65% 75%

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2013	04/26/2014	07/01/2013	04/26/2014
	Start Date Prior to 10/02/2010		Start Date After 10/02/2010	
1st Term	0% of Hourly Wage Paid + \$0.00		3% of Hourly Wage Paid + \$2.38 \$2.56	
2nd Term	0% of Hourly Wage Paid + \$0.00		8% of Hourly Wage Paid + \$4.20 \$3.88	
3rd Term	0% of Hourly Wage Paid + \$0.00		9% of Hourly Wage Paid + \$5.07 \$4.70	
4th Term	16% of Hourly Wage Paid + \$11.50 \$11.07		10% of Hourly Wage Paid + \$7.12 \$6.66	
5th Term	16% of Hourly Wage Paid + \$13.80 \$13.28		13% of Hourly Wage Paid + \$10.71 \$10.16	
6th Term	16% of Hourly Wage Paid + \$16.11 \$15.50		14% of Hourly Wage Paid + \$17.05 \$16.40	

"Hourly Wage Paid Shall Include Any and All Premiums"
 "Second Amount Starts 04/26/2014"

4-25

Electrician

09/01/2013

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2013

Telephone &
 Intergrated Tele-
 Data Sytems
 Electrician
 \$ 36.18

This rate classification applies to ALL Voice, Data & Video work.: Excluding Fire Alarm Systems and Energy Managment Systems (HVAC Controls), in those cases the regular Electrician rate applies. To ensure proper use of this rate please call Nassau Offices at (516)228-3915 or Suffolk Offices at (631)687-4882.

SUPPLEMENTAL BENEFITS

Per Hour:

Tela-data
 Electrician
 16% of Hourly
 Wage Paid + \$16.15

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay
OVERTIME PAY

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (2, 17, 20, 21) on HOLIDAY PAGE

Electrician

09/01/2013

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2013 03/30/2014

Tree Trimmer/
Line Clearance Specialist \$29.36 \$30.09

NOTE: This Rate Applies For Electrical Line Clearance and Long Island Rail Road Right of Way(s) ONLY.
All other Tree Trim/Removal see "Laborers/Heavy Highway Group# 3"

SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS

Per Hour:

Tree Trimmer/
Line Clearance Specialist \$13.62 \$14.39

OVERTIME PAY

See (B, E, *K, P) on OVERTIME PAGE

*K: Plus the Holiday Pay

HOLIDAY

Paid: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE

4-1049/Tree

Electrician

09/01/2013

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2013

Electrician
Electrical Maintenance \$39.95

"PLEASE NOTE"

Applicable to "EXISTING ELECTRICAL SYSTEMS" including, but not limited to TRAFFIC SIGNALS & STREET LIGHTING. Not used for add-ons.

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, with one-half (1/2) hour allowed for a lunch period.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician 12% of Hourly
Wage Paid + \$15.78

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

One(1) Year Term(s) at the following Percentage
of Journeyman(s) Wage:

1st 2nd 3rd 4th 5th
40% 50% 60% 70% 80%

Supplemental Benefits Per Hour:

	07/01/2013
1st Term	12% of Hourly Wage + \$ 9.91
2nd Term	12% of Hourly Wage + \$10.80
3rd Term	12% of Hourly Wage + \$11.71
4th Term	12% of Hourly Wage + \$12.60
5th Term	12% of Hourly Wage + 13.49

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

4-25m

Electrician Lineman

09/01/2013

JOB DESCRIPTION Electrician Lineman

DISTRICT 4

ENTIRE COUNTIES

Nassau, Queens, Suffolk

WAGES

For Utility Distribution & Transmission Line Construction:

Per Hour:	07/01/2013	03/30/2014
Lineman/Splicer	\$ 48.31	\$49.52
Material Man	\$ 42.03	\$43.08
Heavy Equip. Operator	\$ 38.65	\$39.62
Groundman	\$ 28.99	\$29.71
Flagman	\$ 21.74	\$22.28

For Natural Gasline Construction:

Per Hour:

Journeyman U.G.Mech. \$ 40.24

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2013

Utility Distribution & Transmission Line Construction:

All Classifications 23% of Hourly
Wage Paid +
\$13.89

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

Natural Gasline Construction:

Per Hour:

Journeyman U.G.Mech. \$ 20.02

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

OVERTIME for Natural Gas Mechanic:(B,G,P)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 16, 23, 25, 26) on HOLIDAY PAGE

Same as Above for natural Gas Mechanic.

REGISTERED APPRENTICES

1000 hour Terms at the following Percentage of Journeyman's Wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFIT:

07/01/2013

All Terms

23% of Hourly
Wage Paid +
\$13.89

Natural Gas Mechanic:

\$20.02

4-1049 Line/Gas

Elevator Constructor

09/01/2013

JOB DESCRIPTION Elevator Constructor

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per hour:

07/01/2013

Elevator Constructor

\$57.01

Modernization &
Service/Repair

\$45.14

SUPPLEMENTAL BENEFITS

Per Hour:

**PERCENTAGES BASED ON YEARS OF EMPLOYMENT AS FOLLOWS BELOW:

4%-Up to 5 years

6%-6th year to 15 years

8%-15 years or more

07/01/2013

Elevator Constructor

\$28.03
plus**% of
wage per hour

Modernization &
Service/Repair

\$27.88
plus**% of
wage per hour

OVERTIME PAY

Constructor. See (D, O) on OVERTIME PAGE.

Modern./Service See (B, H) on OVERTIME PAGE.

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

BASED ON PERCENTAGE OF JOURNEYMANS WAGE IN THE CLASSIFICATION WORKED
 EITHER ELEVATOR CONSTRUCTOR OR MODERNIZATION, SERVICE/REPAIR

1 YEAR TERMS

1st Term	2nd Term	3rd Term	4th Term
50%	55%	65%	75%

SUPPLEMENTAL BENEFITS

07/01/2013

Elevator Constructor

1st Term	\$24.05
2nd Term	\$24.45
3rd Term	\$25.24
4th Term	\$26.04

Modernization & Service/Repair

1st Term	\$23.97
2nd Term	\$24.37
3rd Term	\$25.14
4th Term	\$25.92

4-1

Glazier

09/01/2013

DISTRICT 9

JOB DESCRIPTION Glazier

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per hour:	07/01/2013	11/01/2013	05/01/2014 Additional
Glazier	\$ 50.00 Additional \$.10 per hour for all regular hours worked	\$ 50.50 Additional \$.10 per hour for all regular hours worked	\$ 1.50***
*Scaffolding	\$ 50.00 Additional \$1.10 per hour for all regular hours worked	\$ 50.50 Additional \$1.10 per hour for all regular hours worked	\$ 1.50***

*Includes swing scaffold, mechanical equipment, scissors jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

Repair & Maintenance:

**Glazier	\$ 26.50	\$ 26.50	\$ 26.60
	Additional \$.10 per hour for all regular hours worked		

**Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$100,000.00.

***To be allocated.

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2013	11/01/2013	05/01/2014
Journeyworker...	\$ 25.34	\$ 25.69	\$ 25.69
Repair & Maintenance: Glazier**	\$ 15.64	\$ 15.64	\$ 16.14

OVERTIME PAY

OVERTIME: Premium is applied to the respective base wage only.
 See (C*,D* E2, O) on OVERTIME PAGE.

* If an optional 8th hour is required to complete the entire project, the same shall be paid at the regular rate of pay. If a 9th hour is worked, then both hours or more (8th & 9th or more) will be paid at double time rate of pay.

** For Repair & Maintenance see (B,F, P) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE

The Following are paid holidays for the Repair & Maintenance Class:

New Years day, Presidents day, Memorial day, Independents day, Labor day, Thanksgiving day, Day after Thanksgiving, and Christmas day.

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

	07/01/2013	11/01/2013
1st term	\$ 16.95	\$ 16.95
2nd term	\$ 24.99	\$ 25.29
3rd term	\$ 30.00	\$ 30.35
4th term	\$ 40.05	\$ 40.45

Supplemental Benefits:

(Per hour worked)

	07/01/2013	11/01/2013
1st term	\$ 12.07	\$ 12.07
2nd term	\$ 17.28	\$ 17.46
3rd term	\$ 17.28	\$ 19.10
4th term	\$ 22.12	\$ 22.40

9-1281 (DC9 NYC)

Insulator - Heat & Frost

09/01/2013

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2013	12/31/2013
Insulators	\$63.38 Plus	Additional
Heat & Frost	\$ 2.00*	\$ 2.00* to be Added

*Additional may be allocated
 between Wages & Supplements

SUPPLEMENTAL BENEFITS

Per Hour:

Insulators	\$27.69
Heat & Frost	

OVERTIME PAY

See (A, D, O, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:	07/01/2013	12/31/2013

Apprentice Insulator(s) Additional
 \$ 2.00* to be
 Added

1 year terms at the following wage rate.

	1st	2nd	3rd	4th
	\$25.35	\$38.04	\$44.37	\$50.70

plus \$ 2.00* to all terms
 (* Additional may be allocated between wages & benefits)

Supplemental Benefits per hour:

Apprentice Insulator(s)				
	1st	2nd	3rd	4th
	\$11.08	\$16.61	\$19.39	\$22.15

4-12

Ironworker

09/01/2013

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES

Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES

Per hour:	07/01/2013	07/01/2014
Reinforcing & Metal Lathing	\$ 50.73	Additional \$ 2.00*

*To be allocated at a future date

SUPPLEMENTAL BENEFITS

Per hour paid:

Reinforcing & Metal Lathing	\$ 31.08
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OVERTIME PAY

See (B, B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 13, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

Wages Per Hour:

Apprentices Registered BEFORE 6/29/2011

1st term	2nd term	3rd term
\$ 28.11	\$ 32.71	\$ 37.77

Apprentices Registered ON or AFTER 6/29/2011

\$ 17.71	\$ 22.81	\$ 27.91
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SUPPLEMENTAL BENIFITS

Per Hour:

Apprentices Registered BEFORE 6/29/2011

1st term	2nd term	3rd term
\$ 23.02	\$ 24.67	\$ 25.82

Apprentices Registered On or AFTER 6/29/2011

\$ 20.08 \$ 20.08 \$ 20.08

4-46Reinf

Ironworker

09/01/2013

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2013

Ornamental \$ 41.00
 Chain Link Fence \$ 41.00
 Guide Rail Installation \$ 41.00

SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2013

Journeyworker: \$40.07

OVERTIME PAY

OVERTIME: See (A*,D1,E**,Q,V) on OVERTIME PAGE.

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two (2) hours on any regular work day (8th & 9th hours of work) and double time shall be paid for all work thereafter.

**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st term represents first 1-4 months, thereafter (1/2) year terms at the following percentage of Journeyman's wage.

APPRENTICES:Employed Prior to 8/01/2008					
1st	2nd	3rd	4th	5th	6th
60%	65%	70%	80%	85%	95%
APPRENTICES:Employed After 8/01/2008					
1st	2nd	3rd	4th	5th	6th
50%	50%	55%	60%	70%	80%

Supplemental Benefits per hour paid:

07/01/2013

APPRENTICES:	
1st Term	\$ 31.75
2nd Term	31.75
3rd Term	32.58
4th Term	33.41
5th Term	35.08
6th Term	36.74

4-580-Or

Ironworker

09/01/2013

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour: 07/01/2013

IRONWORKER:

Ironworker Rigger \$ 51.75

Ironworker Stone
 Derrickman \$ 51.75

SUPPLEMENTAL BENEFITS

Ironworker: \$ 37.28

OVERTIME PAY

See (*A, D1, **E, Q, V) on OVERTIME PAGE

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two hours on any regular work day (the eighth (8th) and ninth (9) hours of work) and double time shall be paid for all work thereafter.

**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 10, *24, 25) on HOLIDAY PAGE

*Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES

Wage per hour:

(1/2) year terms at the following hourly wage rate:

	1st	2nd	3rd	4th	5th	6th
	\$23.75	23.75	34.35	38.40	42.45	42.45
07/01/2013						
An additional	\$ 1.50*	\$ 1.50*	\$ 2.10*	\$ 2.40*	\$ 2.70*	\$ 2.70*

* May be allocated between wages and benefits.

Supplemental benefits

Per hour paid:

Registered Apprentice	
1st term	\$ 19.27
2nd term	\$ 19.27
All others	\$ 28.15

9-197D/R

Ironworker

09/01/2013

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

PER HOUR:

	07/01/2013	01/01/2014
Ironworker:		
Structural	\$46.75	*additional
Bridges		\$2.45/Hr
Machinery		

*To be allocated to Wages or Benefits.

SUPPLEMENTAL BENEFITS

PER HOUR:

Journeyman \$62.95

OVERTIME PAY

See (B*,E**,Q,V) on OVERTIME PAGE.

* Time and one-half shall be paid for all work in excess of (8) eight hours at the end of a work day to a maximum of two hours on any regular work day (the ninth (9th) and tenth (10th) hours of work)and double time shall be paid for all work thereafter.

** Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES
 WAGES PER HOUR:

6 month terms at the following rate:

1st Term	\$24.48	*additional \$2.45/Hr for all Terms
2nd Term	\$25.08	
3rd - 6th Term	\$25.68	

*To be allocated to Wages or Benefits

Supplemental Benefits
 PER HOUR:

ALL TERMS \$44.64

4-40/361-Str

Laborer - Building

09/01/2013

DISTRICT 4

JOB DESCRIPTION Laborer - Building

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

WAGES

Per Hour: 07/01/2013

Building Laborer \$35.65

Asbestos Abatement Workers \$35.10
 (Re-Roofing Removal see Roofer)

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2013

Building Laborer \$26.16

Asbestos Abatement Worker \$15.10

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

See also (H) for Fire Watch on OVERTIME PAGE

Asbestos Worker See (B, H)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 25) on HOLIDAY PAGE

Asbestos Worker see (5,6,8 &28)

REGISTERED APPRENTICES

Regular Hours Work Terms

TERM #1	1 hr to 1000hrs
TERM #2	1001hrs to 2000hrs
TERM #3	2001hrs to 3000hrs
TERM #4	3001hrs to 4000hrs

Wages per hour:

APPRENTICES

Building Laborer

1st Term	\$16.60
2nd Term	\$19.45
3rd Term	\$22.85

4th Term	\$27.12
Benefits per hour	
Building Laborer	
1st Term	\$16.77
2nd Term	\$18.87
3rd Term	\$19.64
4th Term	\$19.64

4-66

Laborer - Heavy&Highway

09/01/2013

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Laborer (Heavy/Highway):

GROUP # 1: Asphalt Rakers, Concrete Curb Formsetters.

GROUP # 2: Asphalt Shovelers, Roller Boys and Tampers.

GROUP # 3: Basic Laborer, Power Tool(Jackhammer), Landscape Construction, Traffic Control Personnel(flaggers)

WAGES PER HOUR:

07/01/2013

GROUP # 1

Total Wage Paid

\$43.47

"Base Wage"

\$38.55

GROUP # 2

Total Wage Paid

\$42.36

"Base Wage"

\$37.44

GROUP # 3

Total Wage Paid

\$38.97

"Base Wage"

\$34.05

NOTE: "Base Wage" for Premium/Overtime calculation Only.

\$4.92 is difference between "Base" and "Total"

SUPPLEMENTAL BENEFITS

Per Hour:

ALL GROUPS

\$ 25.51

After Forty (40)paid

Hours in a work Week

OVERTIME PAY

\$ 15.52

OVERTIME PAY

OVERTIME PAY

See (B, E2, F) on OVERTIME PAGE

NOTES: Premium/Overtime Pay to be calculated on "Base Wage" only"

Example Group# 3: \$34.05 X Time and One Half = 51.08+\$4.92 = \$56.00

Premium Pay of 30% of base wage for all Straight time hours on all New York State, D.O.T. and other Government Mandated Off-Shift Work.

Hazardous Material Work add an Additional 10% of base wage

HOLIDAY

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES

2000 hour(s) Terms at the following Percentage of the Journeyman's Wage:

1st 0-1999/Hrs

80%

2nd 2000-3999/Hrs

90%

Supplemental Benefits per hour:

All APPRENTICES \$25.51

After Forty(40) paid hours
in a work Week \$15.52

4-1298

Mason

09/01/2013

JOB DESCRIPTION Mason

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2013

Brick/Blocklayer \$53.71

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer \$23.08

OVERTIME PAY

See (A, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(800 hour) Terms at the following Percentage of Journeyworkers Wage:

1st	2nd	3rd	4th	5th
50%	60%	70%	80%	90%

Supplemental Benefits per hour:

All Apprentices \$ 14.90

4-1Brk

Mason - Building

09/01/2013

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2013

Building:
Tile Finisher \$ 40.09

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 18.25* plus \$7.57

* This portion of benefits subject to the same premium as overtime wages

OVERTIME PAY

See (A, E, *Q) on OVERTIME PAGE

* APPLIES TO WORK ON SATURDAYS BEYOND 10 HOURS

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88-tf

Mason - Building

09/01/2013

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2013

Building-Marble Restoration:

Marble, Stone & Terrazzo Polisher, etc \$ 38.01

SUPPLEMENTAL BENEFITS

Per Hour Paid:

Journeyworker:

Building-Marble Restoration:

Marble, Stone & Polisher \$ 21.92

OVERTIME PAY

See (A, E, Q, V) on OVERTIME PAGE

ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES

WAGES per hour:

(900 hour)terms at the following wages:

	1st 0-900	2nd 901-1800	3rd 1801-2700	4th over 2700
07/01/2013	\$ 26.57	\$ 30.37	\$ 34.15	\$ 37.96

Supplemental Benefits Per Hour:

\$ 20.05	\$ 20.67	\$ 21.30	\$ 21.92
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9-7/24-MP

Mason - Building

09/01/2013

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2013

Building:

Tile Setters \$ 50.90

SUPPLEMENTAL BENEFITS

Journeyworker:

Per Hour:

Tile Setters \$ 21.25* plus \$ 7.71

* This portion of benefit is subject to the same premium as shown for overtime.

OVERTIME PAY

See (A, *E, Q) on OVERTIME PAGE

* Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

Tile Setters:

(750 hr) terms at the following wage rate:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	
	\$26.25	\$29.23	\$33.24	\$35.01	\$37.85	\$39.30	\$45.08	\$50.35	\$50.85

Supplemental Benefits per hour:

1st term	\$ 13.10* plus \$0.52	6th term	\$ 15.60* plus \$4.95
2nd term	\$ 14.10* plus \$0.54	7th term	\$ 17.75* plus \$5.01
3rd term	\$ 14.10* plus \$0.54	8th term	\$ 20.02* plus \$5.45
4th term	\$ 16.00* plus \$0.86	9th term	\$ 21.25* plus \$7.71
5th term	\$ 17.10* plus \$0.91		

* This portion of the benefit is subject to same premium as overtime.

9-7/52

Mason - Building

09/01/2013

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Building:

Per Hour: 07/01/2013

Mosaic & Terrazzo Mechanic	\$ 45.73 plus \$ 2.50*
Mosaic & Terrazzo Finisher	\$ 44.16 plus \$ 2.45*

*May be allocated between wages and benefits

SUPPLEMENTAL BENEFITS

Journeyworker:

Mechanic	\$ 19.40* plus \$10.25
Finisher	\$ 19.40* plus \$10.25

* This portion of benefit subject to same premium as wages.

OVERTIME PAY

See (A, *E, Q) on OVERTIME PAGE

Double the rate after 10 hours on Saturday

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

(750 Hour) terms at the following wage rate.

07/01/2013

1st	2nd	3rd	4th	5th	6th	7th	8th
1-750	751-1500	1500-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000
\$22.74	\$25.11	\$27.41	\$29.68	\$31.98	\$34.25	\$38.81	\$43.38

Supplemental benefits per worked.
 (750 hour) terms as shown above.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th
\$9.70*	\$10.67*	\$11.64*	\$12.61*	\$13.58*	\$14.55*	\$16.49*	\$18.43*	\$19.40*
+5.13	+5.64	+6.15	+6.66	+7.18	+7.69	+8.71	+9.74	+10.25

*This portion of benefits subject to same premium as overtime wages.

9-7/3

Mason - Building

09/01/2013

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2013

Marble, Stone, etc.
 Finishers \$ 19.95 plus \$1.00

SUPPLEMENTAL BENEFITS

Journeyworker:
 Per Hour:

Marble, Stone, etc
 Finisher \$ 11.06

OVERTIME PAY

See (A, E, Q, V) on OVERTIME PAGE
 Double hourly rate after 7 hours on Saturday

HOLIDAY

Paid: See (*5, 6, 11, 15) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES per hour:
 (750 hour)terms at the
 following wages: 07/01/2013

1st term 0-750	\$ 14.32 plus \$.50*
2nd term 750-1500	15.14 plus \$.56*
3rd term 1501-2250	15.94 plus \$.60*
4th term 2251-3000	16.77 plus \$.66*
5th term 3001-3750	17.99 plus \$.70*
6th term 3751-4500	19.62 plus \$.76*

* May be allocated between wages and benefits

Supplemental Benefits:
 Per hour paid

1st term	\$ 10.79
2nd term	10.80
3rd term	10.81
4th term	10.82
5th term	10.83
6th term	10.86

9-7/24M-MF

Mason - Building / Heavy&Highway

09/01/2013

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour: 07/01/2013

Marble-Finisher \$ 43.72

SUPPLEMENTAL BENEFITS

Journeyworker:
per hour paid

Marble- Finisher \$ 27.51

OVERTIME PAY

See (A, *E, Q, V) on OVERTIME PAGE

HOLIDAY

Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

* Work beyond 7 hours on a Saturday shall be paid at double the rate.

** When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Building / Heavy&Highway

09/01/2013

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2013	07/01/2014
Cement Mason	\$ 45.63	Additional \$1.00*

* To be allocated to Wages or Benefits.

**** IMPORTANT NOTICE ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday. Any make-up day must be paid at the premium rate.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason \$ 32.37

OVERTIME PAY

See (*B1, E2, **Q, ***V) on OVERTIME PAGE

* Applies to 9th and 10th hours on Saturday

** "Holidays" only for Building Construction

*** Additional \$10.18 to be added to all Time and a Half hours paid

HOLIDAY

Building Construction - See (5, 6 & 25) on HOLIDAY PAGE

Heavy Highway Construction - See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following Percentage of Journeyworkers Wage.

1st Term	50%
2nd Term	60%
3rd Term	70%

Supplement Benefits per hour paid:

1st Term	\$ 22.11
2nd Term	24.16
3rd Term	26.21

4-780

Mason - Building / Heavy&Highway

09/01/2013

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

WAGES

NOTE: Shall include but not limited to Precast concrete slabs (London Walks)
 Marble and Granite pavers 2'x 2' or larger.

Per Hour:

	07/01/2013	07/01/2014
Stone Setter	\$58.69 plus \$1.00*	Additional \$1.50 to be Added*
Stone Tender	\$40.51 plus \$1.00*	

*Additional Amounts to be added to Wages and or Benefits.

SUPPLEMENTAL BENEFITS

Per Hour:

Stone Setter	\$ 27.48
Stone Tender	\$ 17.53

OVERTIME PAY

See (*C, **E, Q) on OVERTIME PAGE

* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.

** The first nine (9) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

HOLIDAY

Paid: See (*18) on HOLIDAY PAGE
 Overtime: See (5, 6, 10) on HOLIDAY PAGE

Paid: *Must work First 1/2.

REGISTERED APPRENTICES

Per Hour:

Stone Setter(800 hour) terms at the following Percentage of
 Stone Setters wage rate per hour:

1st	2nd	3rd	4th	5th	6th
50%	60%	70%	80%	90%	100%

Supplemental Benefits:

All Apprentices \$17.69

4-1Stn

Mason - Heavy&Highway

09/01/2013

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:

	07/01/2013	07/01/2014
Pointer, Caulkers & Cleaners	\$46.72 plus \$1.35*	Additional \$1.80 to be Added*

*Additional Amounts to be added to Wages and or Benefits

SUPPLEMENTAL BENEFITS

Per Hour:

Pointer, Cleaners & Caulkers	\$ 23.61
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OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms at the following wage rates.

07/01/2013				07/01/2014
1st	2nd	3rd	4th	Additional
\$25.00	\$27.25	\$32.23	\$38.66	\$ 1.80 to be Added*

Additional \$ 1.35* to be added 7/01/2013

*Additional Amount(s) to be added to Wages and or Benefits

Apprentices Supplemental Benefits:
 (per hour paid)

\$3.64	\$8.59	\$11.34	\$11.34
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4-1PCC

Operating Engineer - Building

09/01/2013

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 4

ENTIRE COUNTIES
 Nassau, Suffolk

WAGES

BUILDING CATEGORIES:

CLASS "AA "CRANES:

Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver.

CLASS "A":

Asphalt Spreader, Backhoe Crawler/Hydraulic Excavator(360 upto & over 150,000lbs),Boiler, Boring Machine, Cherry Picker(over 70 tons), Concrete Pump, Gradall, Grader, Hoist, Loading Machine(10 yds. or more), Milling Machine, Power Winch-Stone Setting/Structural Steel & Truck Mounted, Powerhouse, Road Paver, Scoop-Carryall-Scraper in Tandem, Steam Shovel, Sideboom Tractor, Stone Spreader(selfpropelled), Tank Work, Tower Crane Engineer.

CLASS "B":

Backhoe(other than 360), Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker(under 70 Tons), Conveyor-Multi, Dinkey Locomotive, Fork Lift, Hoist(2 Drum), Loading Machine & Front Loader, Mulch Machine(Machine Fed), Power Winches(Not Included in Class "A"), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scaper, Skid Loader/Skid Steer, Maintenance Man on Tower Crane,Trenching Machine, Vermeer Cutter, Work Boat.

CLASS "C":

Curb Machine(asphalt & Concrete), Maintenance Engineer(Small Equip. & Well Point), Field Mechanic, Milling Machine(Small), Pulvi Mixer, Pumps(all), Roller(dirt), Ridge Cutter, Vac-All, Jet Pump, Shotblaster, Interior Hoist, Concrete Finish Machine, ConcreteSpreader, Conveyer, Curing Machine, Hoist(one drum).

CLASS "D":

Concrete Breaker, Concrete Saw/Cutter, Fork Life or Walk Behind (power operated), Generator, Hydra Hammer, Compactors(mechanical or hand operated), Pin Puller, Portable Heaters, Power Booms, Power Buggies, Pump(double action diaphragm).

CLASS "E":

Batching Plant, Generator, Grinder, Mixer, Mulching Machine, Oiler, Pump(gypsum), Pump(single action diaphragm), Stump Chipper, Track Tamper, Tractor(caterpillar or wheel), Vibrator, Deckhand on Workboat.

07/01/2013

Class "AA"	\$ 66.92
Cranes: Boom length over 100 feet add \$ 1.00 per hour	
"" 150 ""	\$ 1.50 ""
"" 250 ""	\$ 2.00 ""
"" 350 ""	\$ 3.00 ""

Class "A" \$ 55.85*

*Add \$3.50 for Hazardous Waste Work

Class "B" \$ 53.06*

*Add \$2.50 for Hazardous Waste Work

Class "C" \$ 51.20*

*Add \$1.50 for Hazardous Waste Work

Class "D" \$ 47.44*

*Add \$1.00 for Hazardous Waste Work

Class "E" \$ 45.56

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2013

ALL CLASSES \$ 30.45

NOTE: Overtime Rate \$ 22.85

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 15, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

"NOTE" Employee must be Employed day before
 and day after Holiday to receive Holiday Pay.

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

1st Term \$ 20.84
 2nd Term 21.67
 3rd Term 22.33

Supplemental Benefits per hour:

APPRENTICES \$ 15.89

Note:

OVERTIME AMOUNT \$ 5.85

4-138

Operating Engineer - Building / Heavy&Highway

09/01/2013

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2013

Well Driller \$ 33.98

Well Driller
 Helper \$ 29.76

Hazardous Waste Differential
 Added to Hourly Wage:

Level A \$ 3.00
 Level B 2.00
 Level C 1.00

Monitoring Well Work
 Add to Hourly Wage:

Level A \$ 3.00
 Level B 2.00

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2013

Well Driller & Helper \$ 10% of straight time rate plus \$ 10.79

(NOTE) Additional \$3.42 for Premium Time

OVERTIME PAY
See (B, E, G, P) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 16, 23) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES
Apprentices at 12 Month Terms

Wages Per Hour: 07/01/2013

1st Term \$20.84
2nd Term \$21.67
3rd Term \$22.33

SUPPLEMENTAL BENEFITS
Per Hour:

1st Term 10% of Wage + \$5.10
2nd Term 10% Of Wage + \$5.60
3rd Term 10% Of Wage + \$6.60

BENEFITS AT PREMIUM TIME
Per Hour:

1st Term 10% of Wage + \$5.85
2nd Term 10% of Wage + \$6.60
3rd Term 10% of Wage + \$8.10

4-138well

Operating Engineer - Heavy&Highway

09/01/2013

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
HEAVY/HIGHWAY CATEGORIES:

CLASS "AA" CRANES:
Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane, Pile Driver.

CLASS "A":
Asphalt Spreader, Backhoe Crawler/Hydraulic Excavator(360 up to & over 150,000lbs), Barrier Machine, Cherrypicker(over 70 tons), Concrete Pump, Grader, Gradall, Hoist, Loading Machine(bucket 10 yds. or more), Laser Screed, Milling Machine(Large), Power Winch-Stone Setting/Structural Steel or Truck Mounted, Powerhouse, Road Paver, Scoop-Carryall-Scaper in Tandem, Side Boom Tractor, Stone Spreader(self propelled), Striping Machine(long line/truck mounted), Tree Grapple, Tank Work, Track Alignment Machine.

CLASS "B":
Backhoe(other than 360), Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker(under 70 tons), Conveyor-Multi, Post Hole-Auger, Fork Lift, Hoist(2 drum), Loading Machine & Front Loader, Mulch Machine(machine fed), Power Winches(all others not included in class A), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scrapper, Skid Loader/Skid Steer, Maintenance Man on Tower Crane, Trenching Machine, Vermeer Cutter, Work Boat.

CLASS "C":

Boiler(Thermoplastic), Curb Machine(Asphalt & Concrete), Maintenance Engineer(Small Equip. & Well Point), Field Mechanic, Milling Machine(Small), Pulvi-Mixer, Pumps(Hydraulic & 4in or over), Roller(Dirt), Vac-All, Jet Pump, Compressor(Structural Steel & 2 or more Batteries), Concrete Finish Machine, Concrete Spreader, Conveyor, Curing Machine, Fireman, Hoist (One Drum), Ridge Cutter, Shot Blaster, Welding Machine(Structural Steel & Pile Work).

CLASS "D":

Compressor(Pile, Crane, Stone Setting), Concrete Saw Cutter/ Breaker, Work Lift(Walk Behind, Power Operated), Generator(Pile Work), Hydra Hammer, Hand Operated Compactor, Pin Puller, Portable Heater, Powered Broom/Buggy/Grinder, Pump(Single Action-1 to 3 Inches/Gypsum/Double Action Diaphragm), Welding Machine, Robotic Units, Hand Line Striper.

CLASS "E":

Batching Plant(On Job Site), Compressor, Generator, Grinder, Mixer, Mulching Machine(Hand Feed), Oiler, Pumps(Single action up to 3 In.), Root Cutter, Stump Chipper, Oiler on Tower Crane, Trenching Machine(Hand, walk behind), Track Tamper, Tractor, Vibrator, Deckhand on Work Boat.

07/01/2013

Class "AA" \$66.26

Cranes: Boom Length over 100 feet add \$ 1.00 per hour

" " " 150 " " \$ 1.50 " "

" " " 250 " " \$ 2.00 " "

" " " 350 " " \$ 3.00 " "

Class "A" \$58.79*

*Add \$3.50 for Hazardous Waste Work.

Class "B" \$55.02*

*Add \$2.50 for Hazardous Waste Work.

Class "C" \$53.11*

*Add \$1.50 for Hazardous Waste Work

Class "D" \$49.25*

*Add \$1.00 for Hazardous Waste Work

Class "E" \$47.37

"NOTE": ADD 30% to straight time hrly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED off-shift work.

SUPPLEMENTAL BENEFITS

Per Hour:

ALL CLASSES \$30.07

Note: OVERTIME AMOUNT \$22.85

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 7, 8) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 8) on HOLIDAY PAGE

"Note" Employee must be employed day before and day after a holiday to receive holiday pay.

REGISTERED APPRENTICES

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

1st Term \$20.84

2nd Term \$21.67

3rd Term \$22.33

SUPPLEMENTAL:

APPRENTICES \$15.89

Note:
OVERTIME AMOUNT \$ 5.85

4-138

Operating Engineer - Heavy&Highway

09/01/2013

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Party Chief - One who directs a survey party

Instrument Man - One who runs the instrument and assists Party Chief

Rodman - One who holds the rod and in general, assists the survey party

Categories cover GPS & Under Ground Surveying

Per Hour: 07/01/2013

Heavy Highway/Building

Party Chief	\$ 60.40
Instrument Man	46.02
Rodman	39.46

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Highway/Building \$ 30.62

Premium*:
Heavy Highway/Building \$ 42.74

Premium**:
Heavy Highway/Building \$ 54.84

* Applies to instances where 1-1/2 regular rate are paid

**Applies to instances where 2 times the rate are paid.

OVERTIME PAY

See (B, *E, Q) on OVERTIME PAGE

* Doubletime paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 8, 11, 12, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 15, 25) on HOLIDAY PAGE

4-15D-N/S co.

Operating Engineer - Marine Construction

09/01/2013

JOB DESCRIPTION Operating Engineer - Marine Construction

DISTRICT 4

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per Hour:

DREDGING OPERATIONS 07/01/2013

CLASS A

Operator, Leverman, \$ 32.89
Lead Dredgeman

CLASS A1

Dozer,Front Loader
Operator To conform to Operating Engineer
Prevailing Wage in locality where work
is being performed including benefits.

CLASS B

Spider/Spill Barge Operator, \$ 28.49

Tug Operator(over1000hp),
OperatorII, Fill Placer,
Derrick Operator, Engineer,
Chief Mate, Electrician,
Chief Welder,
Maintenance Engineer

Certified Welder, \$ 26.84
Boat Operator(licensed)

CLASS C \$ 26.14
Drag Barge Operator,
Steward, Mate,
Assistant Fill Placer,

Welder (please add)\$ 0.06

Boat Operator \$ 25.29

CLASS D \$ 21.09
Shoreman, Deckhand,
Rodman, Scowman, Cook,
Messman, Porter/Janitor

Oiler(please add)\$ 0.09

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B 07/01/2013
\$ 8.45 plus 7%
of straight time
wage overtime hours
add \$ 0.63

All Class C \$ 8.10 plus 8%
of straight time
wage overtime hours
add \$ 0.48

All Class D \$ 7.85 plus 8%
of straight time
wage overtime hours
add \$ 0.33

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

Operating Engineer - Trenchless Pipe Rehab

09/01/2013

JOB DESCRIPTION Operating Engineer - Trenchless Pipe Rehab

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

IMPORTANT NOTE: This Category & Classifications are now located in
Operating Engineers/Heavy Highway & Laborers/ Heavy Highway.

Per Hour:

07/01/2012
(SEE)

Robotic Unit Operator	Operator(class D)
Technician/Boiler, Generator	Operator(classes C&D)
AM Liner/Hydra Seal	Laborer(Grp#3)
Hobas Pipe, Polyethylene Pipe or Pull and Inflate Liner	Laborer(Grp#3)

OVERTIME PAY
HOLIDAY

4-138TrchPREh

Painter

09/01/2013

JOB DESCRIPTION Painter

DISTRICT 9

ENTIRE COUNTIES

Putnam, Suffolk, Westchester

PARTIAL COUNTIES

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd.to St.Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAven, Harbour Acres.

WAGES

Per hour:	07/01/2013	05/01/2014
Drywall Taper	\$ 41.75	\$ 41.75

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2013
Journeyman	\$ 20.97

OVERTIME PAY

See (A, H) on OVERTIME PAGE

For Journeyman: Deduct \$4.25 from wage rate BEFORE calculating overtime pay.

For Apprentices: Deduct \$ 2.44 from 2nd term wage rate, and \$ 3.25 from 3rd term wage rate BEFORE calculating overtime pay.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (4, 5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages(per Hour)	07/01/2013	01/01/2014	06/25/2014
1500 hour terms at the following wage rate:			
1st term	\$ 17.73	\$ 17.93	\$ 18.13
2nd term	\$ 26.39	\$ 26.89	\$ 27.19
3rd term	\$ 35.46	\$ 35.86	\$ 36.26

Supplemental Benefits per hour:

One year term (1500 hours)at the following dollar amount.

1st year	\$ 10.25
2nd year	\$ 16.43
3rd year	\$ 19.25

9-NYDCT9-DWT

Painter

09/01/2013

JOB DESCRIPTION Painter

DISTRICT 9

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2013	05/01/2014
Brush	\$ 41.85	\$ 43.85
Abatement/Removal of lead based or lead containing paint on materials to be repainted.	\$ 41.85	\$ 43.85
Spray & Scaffold	\$ 44.85	\$ 46.85
Fire Escape	\$ 44.85	\$ 46.85
Decorator	\$ 44.85	\$ 46.85
Paperhanger/Wall Coverer	\$ 39.10	\$ 41.18

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2013	05/01/2014
Paperhanger	\$ 29.33	\$ 29.33
All others	\$ 20.97	\$ 20.97
Premium*	\$ 23.47*	\$ 23.47*

*Applies only to "All others" category, not paperhanger journeyman.

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Indentured after 5/31/93 (1) year terms at the following wage rate.
 (per hour)

	07/01/2013	05/01/2014
Appr 1st term...	\$ 15.85	\$ 16.65
Appr 2nd term...	\$ 20.76	\$ 21.76
Appr 3rd term...	\$ 25.14	\$ 26.34
Appr 4th term...	\$ 33.52	\$ 35.12
Supplemental benefits:		
(per Hour worked)		
Appr 1st term...	\$ 10.23	\$ 10.23
Appr 2nd term...	\$ 12.92	\$ 12.92
Appr 3rd term...	\$ 15.20	\$ 15.20
Appr 4th term...	\$ 19.70	\$ 19.70

9-NYDC9-B/S

Painter - Bridge & Structural Steel

09/01/2013

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 9

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour Worked:	07/01/2013	10/1/2013
STEEL: Bridge Painting	\$52.13	\$53.13

Power Tool/Spray is an additional \$6.00 per hour above hourly rate, whether straight time or overtime

Note: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SUPPLEMENTAL BENEFITS

Per Hour Worked:	07/01/2013	10/1/2013
Journeyworker	\$27.05*	\$27.55*
Hourly Rate after 40 hours from May 1st to Nov. 15th	\$6.75 only	\$6.75 only
Hourly Rate after 50 hours from Nov. 16th to April 30th	\$6.75 only	\$6.75 only

*For the period of May 1st to November 15th:
 This rate shall be paid up to maximum of forty (40) hours worked per week. For all hours exceeding 40, the hourly rate shall drop to the hourly rate shown above by date.
 EXCEPT for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

*For the period of November 16th to April 30th:
 This rate shall be paid up to a maximum of fifty (50) hours worked per week. For all hours exceeding 50, the hourly rate shall drop to the hourly rate shown above by date.

OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(Wage per hour Worked):

Apprentices: (1) year terms	07/01/2013	10/01/2013
1st 90 days	\$20.85	\$21.25
1st year after 90 days	\$20.85	\$21.25
2nd year	\$31.28	\$31.88
3rd year	\$41.70	\$42.50

Supplemental Benefits per hour worked:	07/01/2013	10/01/2013
1st 90 days	\$ 8.45	\$ 8.65
1st year after 90 days	\$ 8.70	\$ 8.90
2nd year	\$19.15	\$19.45
3rd year	\$23.10	\$23.50

9-DC-9/806/155-BrSS

Painter - Line Striping

09/01/2013

JOB DESCRIPTION Painter - Line Striping

DISTRICT 9

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2013
Striping-Machine Operator*	\$ 27.11
Linerman Thermoplastic	\$ 32.37

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2013
Journeyworker:	

Striping-Machine operator \$ 14.18
 Linerman Thermoplastic \$ 14.55

OVERTIME PAY

See (B, B2, E, E2, P, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE
 Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

9-8A/28A-LS

Painter - Metal Polisher

09/01/2013

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 9

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

07/01/2013

Metal Polisher \$ 27.15
 Metal Polisher** \$ 28.24
 Metal Polisher*** \$ 30.65

**Note: Applies on New Construction & complete renovation

*** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2013

Journeyworker:

All classification \$ 13.61

OVERTIME PAY

See (B, E, Q, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
 Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

1st	2nd	3rd
\$11.00	\$12.50	\$15.50

Supplemental benefits:

Per hour paid:

1st	2nd	3rd
\$ 9.94	\$10.31	\$10.51

9-8A/28A-MP

Plasterer

09/01/2013

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES

Kings, Nassau, Queens, Suffolk

PARTIAL COUNTIES

New York: Includes work in all Islands in New York City, except Manhattan.

WAGES

Per hour:

07/01/2013

Building:

Plasterer/Traditional \$ 35.53

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyworker \$ 21.80

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 13, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:

(per hour)

(1) year terms at the following % Journeyworkers wage rate.

First year:	1st 6 months	2nd 6 months
	40%	45%
Second year:	1st 6 months	2nd 6 months
	55%	60%
Third year:	1st 6 months	2nd 6 months
	70%	75%

Supplemental Benefits:

(per hour paid):

(1) year term broken down into six month periods:

1st year:

1st six months	\$ 8.37
2nd six months	9.35
3rd six months	11.35
4th six months	12.33
5th six months	14.33
6th six months	15.33

9-530-Z1

Plumber

09/01/2013

JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

07/01/2013

Plumber
MAINTENANCE ONLY \$ 29.46

(NOTE)

Maintenance: Correction of problem(s)with the existing fixture or group of fixtures, preventive repairs or servicing of said fixtures

SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber
MAINTENANCE ONLY \$11.25

OVERTIME PAY

OVERTIME PAY

See (B, J) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

HOLIDAY

4-200 Maintance

Plumber

09/01/2013

JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2013

Plumber/
 PUMP & TANK \$ 43.24

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber \$ 23.06

OVERTIME PAY

See (B, Q, *V) on OVERTIME PAGE
 (V) For Sundays & Holidays if Worked Only

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

One(1) Year Terms at the Following
 Percentage of Journeymans wage:

1st Term	30%
2nd Term	40%
3rd Term	50%
4th Term	60%
5th Term	70%
6th Term	85%

Supplemental Benefits Per Hour:

1st Term	\$11.38
2nd Term	\$12.01
3rd Term	\$12.79
4th Term	\$13.16
5th Term	\$16.36
6th Term	\$19.65

4-200 Pump & Tank

Plumber

09/01/2013

JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2013 11/01/2013 05/01/2014

Plumber \$48.48 \$48.48 \$48.48

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber \$31.90 \$32.90 \$34.90

OVERTIME PAY

See (A, E, Q, *V) on OVERTIME PAGE
 CODE "V" is only for SUNDAYS and HOLIDAYS WORKED

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

One(1) Year Terms at the following percentage of Plumbers Rate:

1st Term	2nd Term	3rd Term	4th Term	5th Term
30%	40%	50%	60%	70%

Supplemental Benefits per hour:

07/01/13	11/01/13	05/01/14
----------	----------	----------

1st Term	\$18.19	\$19.19	\$21.32
2nd Term	\$20.57	\$21.57	\$23.10
3rd Term	\$21.94	\$22.94	\$24.44
4th Term	\$23.46	\$24.46	\$25.96
5th Term	\$25.06	\$26.06	\$27.56

4-200

Roofer

09/01/2013

JOB DESCRIPTION Roofer

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Rate Per Hour 07/01/2013

ROOFER/Waterproofeer

Total Wage \$ 42.50
 to be Paid

"Base" Wage \$ 38.50**

SUPPLEMENTAL BENEFITS

Per Hour:

ROOFER/Waterproofeer \$ 24.69

OVERTIME PAY

Per Hour:

NEW ROOF SEE (B,E,Q)

RE-ROOF SEE (B,E,E2,Q)

NOTE:** Overtime Pay to be calculated on "BASE" Wage then add \$4.00.
 (Example: \$38.50 x time and one half = \$57.75 + \$4.00 = \$61.75)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) Year terms at the following Wage Rates of Roofers/Waterproofers.

1st	2nd	3rd	4th
\$15.40	\$19.25	\$29.65	\$34.00

Supplemental Benefits per hour:

07/01/2013

1st Term	\$ 6.92
2nd Term	\$ 8.65
3rd Term	\$ 17.00
4th Term	\$ 19.43

4-154

Sheetmetal Worker

09/01/2013

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2013 08/01/2013

Sheetmetal Worker \$50.60 \$49.41

Temporary Operation or Maintenance of Fans \$40.48 \$39.53

SUPPLEMENTAL BENEFITS

Per Hour:

Sheetmetal Worker \$40.46 \$41.65

Maintenance Worker \$40.46 \$41.65

OVERTIME PAY

See (A, E, E2, Q, V) on OVERTIME PAGE
 For Maintenance See Codes B,E, Q & V

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

	07/01/2013	08/01/2013
Per Hour:Wages		
Six(6) Month Terms As Follows:		
1st Term	\$14.35	\$14.35
2nd Term	\$17.72	\$17.72
3rd Term	\$22.12	\$22.12
4th Term	\$24.89	\$24.89
5th Term	\$26.24	\$26.24
6th Term	\$28.45	\$28.45
7th Term	\$34.53	\$34.53
8th Term	\$37.23	\$37.23
9th Term	\$40.34	\$40.34

Per Hour: Supplemental Benefits

1st Term	\$ 6.05	\$ 6.15
2nd Term	\$15.35	\$15.77
3rd Term	\$22.06	\$22.60
4th Term	\$23.86	\$24.46
5th Term	\$25.49	\$26.25
6th Term	\$27.59	\$28.30
7th Term	\$31.15	\$31.98
8th Term	\$32.32	\$33.22
9th Term	\$33.49	\$34.44

4-28

Sheetmetal Worker

09/01/2013

DISTRICT 4

JOB DESCRIPTION Sheetmetal Worker

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour: 07/01/2013

Sign Erector \$43.30

*NOTE: Overhead Highway Signs and Structurally Supported Signs
 (See IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2013

Sign Erector \$41.44

OVERTIME PAY

See (A, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 12, 16, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

6 month Terms at the following percentage of
 Sign Erectors wage rate:

1st Term	35%	2nd Term	40%
3rd Term	45%	4th Term	50%

5th Term	55%	6th Term	60%
7th Term	65%	8th Term	70%
9th Term	75%	10th Term	80%

SUPPLEMENTAL BENEFITS

Per Hour:

1st Term	\$13.20	2nd Term	\$14.69
3rd Term	16.19	4th Term	17.69
5th Term	23.27	6th Term	24.89
7th Term	27.17	8th Term	28.80
9th Term	30.47	10th Term	30.47

4-137-SE

Steamfitter

09/01/2013

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2013 01/01/2014

Steam/Sprinkler Fitter	\$57.81	*Additional \$1.25/Hr
Temporary Heat & AC	\$44.19	*Additional \$1.25/Hr

*Additional to be allocated to either Wages or benefits.

NOTE: Add 30% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS

Per Hour:

Steam/Sprinkler Fitter	\$45.71
Temporary Heat & AC	\$37.36

OVERTIME PAY

See (C, *D, O, V) on OVERTIME PAGE

(*D) ON ALL HVAC AND MECHANICAL CONTRACTS THAT DO NOT EXCEED \$15,000,000.00 and ON ALL FIRE PROTECTION/SPRINKLER CONTRACTS THAT DO NOT EXCEED \$ 1,500,00.00

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

1 year Terms at the Following:

WAGES per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$22.76	\$28.44	\$36.95	\$45.46	\$48.30

SUPPLEMENTAL BENEFIT

Per Hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$19.13	\$23.58	\$30.21	\$36.85	\$39.09

4-638A-StmSpFtr

Steamfitter

09/01/2013

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour: 07/01/2013

AC Service/Heat Service \$37.05
Steamfitter Maintenance

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.
Refrigeration Compressor installation up to 5hp (combined).
Air Condition / Heating Compressor installation up to 10hp (combined).

SUPPLEMENTAL BENEFITS

Per Hour

AC Service/Heat Service \$ 9.55
Steamfitter Maintenance

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE

4-638B-StmFtrRef

Survey Crew Consulting

09/01/2013

JOB DESCRIPTION Survey Crew Consulting

DISTRICT 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

Feasibility and preliminary design surveying.

WAGES: (per hour)

	07/01/2013	07/01/2014
Survey Rates:		An additional
Party Chief.....	\$ 33.55	\$ 1.06
Instrument Man..	\$ 29.41	0.94
Rodman.....	\$ 25.54	0.86

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 17.90

OVERTIME PAY

OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.

*Doubletime paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Teamster - Asphalt Delivery

09/01/2013

JOB DESCRIPTION Teamster - Asphalt Delivery

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2013

Heavy Construction Work:

Shall include the supply of Asphalt for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

"TRUCK DRIVER"

Asphalt Delivery \$34.765

Light Construction Work:

Shall include the supply of Asphalt for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots, Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

"TRUCK DRIVER"

Asphalt Delivery \$28.02

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2013

"Heavy Construction Work"

"TRUCK DRIVER"

Asphalt Delivery \$38.9425

"Light Construction Work"

"TRUCK DRIVER"

Asphalt Delivery \$11.65

OVERTIME PAY:

See (B, *B2, E, **I, P, ***R, ****U) on OVERTIME PAGE

(NOTE) PREMIUM PAY of 25% on straight time hours for New York State D.O.T. and or other GOVERNMENTAL MANDATED off shift work.

NOTE: (B,E,P,T&*U) Apply to Heavy Construction.

NOTE: (B2,I,T&*U) Apply to Light Construction.

NOTE: (*U) Only applies after 8 hours worked on holiday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE

NOTE: (*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282

Teamster - Building

09/01/2013

JOB DESCRIPTION Teamster - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2013

Truck Driver (Building Demolition & Debris)

Trailers \$29.37

Straight Jobs \$29.07

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications \$30.34

OVERTIME PAY

See (B, E, S, S1) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 8, 11, 12, 26) on HOLIDAY PAGE

4-282

Teamster - Delivery of Concrete

09/01/2013

JOB DESCRIPTION Teamster - Delivery of Concrete

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2013

Heavy Construction Work:

Shall include the supply of Ready-Mix Concrete for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools & Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

"TRUCK DRIVER"

Concrete Delivery \$36.415

Light Construction Work:

Shall include the supply of Ready-Mix Concrete for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

"TRUCK DRIVER"

Concrete Delivery \$32.785

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2013

"Heavy Construction Work"

Concrete Delivery \$36.225

"Light Construction Work"

Concrete Delivery \$11.625

OVERTIME PAY

NOTE: Heavy Construction:B2,I
Light Construction:B,E,P

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
NOTE: (*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282ns

Teamster - Heavy&Highway

09/01/2013

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2013

Heavy Construction Work:

Shall include the construction, improvement or modification of all or any part of streets, highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants.

Site Excavating
(Chauffeurs) \$34.765

Light Construction Work:

Shall include the construction, improvement and modification of Single & Multi Family Homes, Town Houses, Apartment Buildings, including driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings.

Site Excavating
(Chauffeurs) \$28.02

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2013

Heavy Construction Work

Chauffeurs \$38.9425
Light Construction Work

Chauffers \$11.65

OVERTIME PAY

See (B, *B2, E, **I, P, ***R, ****U) on OVERTIME PAGE

(NOTE) PREMIUM PAY of 25% on straight time hours for NEW YORK STATE D.O.T. and or other GOVERNMENTAL MANDATED off shift work.

NOTE: (B,E,P,T & *U) Apply to Heavy Construction.

NOTE: (B2,I,T & *U) Apply to Light Construction.

NOTE: (*U) Only applies after 8 hours work on holiday

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE *

NOTE:(*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282

Welder

09/01/2013

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2013

Welder (To be paid the same rate of the mechanic performing the work)

OVERTIME PAY

HOLIDAY

1-As Per Trade

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.

- (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
- (A) Time and one half of the hourly rate after 7 hours per day
- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (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
- (B) Time and one half of the hourly rate after 8 hours per day
- (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.
- (E5) Double time after 8 hours on Saturdays
- (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
- (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
- (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

- (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.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

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



**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

Exhibit 1

Equipment List

Perry Duryea State Office Building HVAC Equipment

Asset ID	Areas Affected	Equipment Location
AIR SIDE SYSTEMS		
Air Handler #1	5th floor 4,5,6 North	MER-5 6th Floor
Air Handler #2	1,2,3 Floor North	MER-2 Basement
Air Handler #3	4,5,6, Floors South	MER-4 Sixth Floor
Air Handler #4	1,2,3 Floor South	MER-3 Basement
Air Handler #5	Entire B Building	MER-1 Basement
Air Handler #6	South Lobby	MER-1 Basement
Air Handler #7	North Lobby	MER-2 Basement
Air Handler #8	North Perimeter 1st Floor	MER-2 Basement
Air Handler #9	South Perimeter 1st Floor	MER-3 Basement
Air Handler #10	Entire B Building Perimeter	MER-1 Basement
Air Handler #11	Entire Basement	MER-2 Basement
Air Handler #12	Men's Lockers Rooms	MER-1 Basement
Air Handler #13	Cafeteria	MER-3 Basement
Air Handler #1 Air Dampers	5th floor 4,5,6 North	MER-5 6th Floor
Air Handler #2 Air Dampers	1,2,3 Floor North	MER-2 Basement
Air Handler #3 Air Dampers	4,5,6, Floors South	MER-4 Sixth Floor
Air Handler #4 Air Dampers	1,2,3 Floor South	MER-3 Basement
Air Handler #5 Air Dampers	Entire B Building	MER-1 Basement
Air Handler #6 Air Dampers	South Lobby	MER-1 Basement
Air Handler #7 Air Dampers	North Lobby	MER-2 Basement
Air Handler #8 Air Dampers	North Perimeter 1st Floor	MER-2 Basement
Air Handler #9 Air Dampers	South Perimeter 1st Floor	MER-3 Basement
Air Handler #10 Air Dampers	Entire B Building Perimeter	MER-1 Basement
Air Handler #11 Air Dampers	Entire Basement	MER-2 Basement
Air Handler #12 Air Dampers	Men's Lockers Rooms	MER-1 Basement
Air Handler #13 Air Dampers	Cafeteria	MER-3 Basement
Air Handler #1 Mixing Boxes	5th floor 4,5,6 North	MER-5 6th Floor
Air Handler #2 Mixing Boxes	1,2,3 Floor North	MER-2 Basement
Air Handler #3 Mixing Boxes	4,5,6, Floors South	MER-4 Sixth Floor
Air Handler #4 Mixing Boxes	1,2,3 Floor South	MER-3 Basement
Air Handler #5 Mixing Boxes	Entire B Building	MER-1 Basement
Air Handler #6 Mixing Boxes	South Lobby	MER-1 Basement
Air Handler #7 Mixing Boxes	North Lobby	MER-2 Basement
Air Handler #8 Mixing Boxes	North Perimeter 1st Floor	MER-2 Basement
Air Handler #9 Mixing Boxes	South Perimeter 1st Floor	MER-3 Basement
Air Handler #10 Mixing Boxes	Entire B Building Perimeter	MER-1 Basement
Air Handler #11 Mixing Boxes	Entire Basement	MER-2 Basement
Air Handler #12 Mixing Boxes	Men's Lockers Rooms	MER-1 Basement
Air Handler #13 Mixing Boxes	Cafeteria	MER-3 Basement
MAIN CHILLED WATER PLANT PUMPS		
CWP1 CHILL WATER PUMP DMV	DMV	MER-1 Basement
CWP2 CHILL WATER PUMP DMV	DMV	MER-1 Basement
PDWP1-PRIMARY CHILL WATER PUMP	Entire Building	MER-1 Basement
PCWP2-PRIMARY CHILL WATER PUMP	Entire Building	MER-1 Basement
PCWP3-PRIMARY CHILL WATER PUMP	Entire Building	MER-1 Basement
PCWP4-PRIMARY CHILL WATER PUMP	Entire Building	MER-1 Basement
SCWP1-SECONDARY CHILL WATER PUMP #1	Entire Building	MER-1 Basement
SCWP2-SECONDARY CHILL WATER PUMP #2	Entire Building	MER-1 Basement
SCWP3-SECONDARY CHILL WATER PUMP #3	Entire Building	MER-1 Basement
TSCWP1-TERTIARY SECONDARY CHILL WATER PUMP #1	Entire Building	MER-1 Basement
TSCWP2-TERTIARY SECONDARY CHILL WATER #2	Entire Building	MER-1 Basement
CONDWP1-CONDENSING WATER PUMP #1	Entire Building	MER-1 Basement
CONDWP2-CONDENSING WATER PUMP #2	Entire Building	MER-1 Basement
CONDWP3-CONDENSING WATER PUMP #3	Entire Building	MER-1 Basement
CWP1 CHILL WATER PUMP DMV strainer	Entire Building	MER-1 Basement
CWP2 CHILL WATER PUMP DMV strainer	Entire Building	MER-1 Basement
PDWP1-PRIMARY CHILL WATER PUMP strainer	Entire Building	MER-1 Basement
PCWP2-PRIMARY CHILL WATER PUMP strainer	Entire Building	MER-1 Basement
PCWP3-PRIMARY CHILL WATER PUMP strainer	Entire Building	MER-1 Basement

PCWP4-PRIMARY CHILL WATER PUMP strainer	Entire Building	MER-1 Basement
SCWP1-SECONDARY CHILL WATER PUMP #1 strainer	Entire Building	MER-1 Basement
SCWP2-SECONDARY CHILL WATER PUMP #2 strainer	Entire Building	MER-1 Basement
SCWP3-SECONDARY CHILL WATER PUMP #3 strainer	Entire Building	MER-1 Basement
TSCWP1-TERTIARY SECONDARY CHILL WATER PUMP #1 strainer	Entire Building	MER-1 Basement
TSCWP2-TERTIARY SECONDARY CHILL WATER #2 strainer	Entire Building	MER-1 Basement
CONDWP1-CONDENSING WATER PUMP #1 strainer	Entire Building	MER-1 Basement
CONDWP2-CONDENSING WATER PUMP #2 strainer	Entire Building	MER-1 Basement
CONDWP3-CONDENSING WATER PUMP #3 strainer	Entire Building	MER-1 Basement
CWP1 CHILL WATER PUMP DMV grease	Entire Building	MER-1 Basement
CWP2 CHILL WATER PUMP DMV grease	Entire Building	MER-1 Basement
PDWP1-PRIMARY CHILL WATER PUMP grease	Entire Building	MER-1 Basement
PCWP2-PRIMARY CHILL WATER PUMP grease	Entire Building	MER-1 Basement
PCWP3-PRIMARY CHILL WATER PUMP grease	Entire Building	MER-1 Basement
PCWP4-PRIMARY CHILL WATER PUMP grease	Entire Building	MER-1 Basement
SCWP1-SECONDARY CHILL WATER PUMP #1 grease	Entire Building	MER-1 Basement
SCWP2-SECONDARY CHILL WATER PUMP #2 grease	Entire Building	MER-1 Basement
SCWP3-SECONDARY CHILL WATER PUMP #3 grease	Entire Building	MER-1 Basement
TSCWP1-TERTIARY SECONDARY CHILL WATER PUMP #1 grease	Entire Building	MER-1 Basement
TSCWP2-TERTIARY SECONDARY CHILL WATER #2 grease	Entire Building	MER-1 Basement
CONDWP1-CONDENSING WATER PUMP #1 grease	Entire Building	MER-1 Basement
CONDWP2-CONDENSING WATER PUMP #2 grease	Entire Building	MER-1 Basement
CONDWP3-CONDENSING WATER PUMP #3 grease	Entire Building	MER-1 Basement
RETURN FANS & EXHAUST SYSTEMS		
RETURN AIR #1	5th floor 4,5,6 North	MER-5 6th Floor
RETURN AIR #2	1,2,3 Floor North	MER-2 Basement
RETURN AIR #3	4,5,6, Floors South	MER-4 Sixth Floor
RETURN AIR #4	1,2,3 Floor South	MER-3 Basement
RETURN AIR #5	Entire B Building	MER-1 Basement
RETURN AIR #6	South Lobby	MER-1 Basement
RETURN AIR #7	North Lobby	MER-2 Basement
EF1-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF2-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF3-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF4-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF5-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF6-EXHAUST FAN	Rest Rooms	Penthouse B Building
EF7-EXHAUST FAN	Rest Rooms	Penthouse B Building
EF8-EXHAUST FAN	Rest Rooms	Penthouse B Building
EF9-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF10-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF11-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF12-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF13-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF14-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF15-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF16-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
RETURN AIR #1	5th floor 4,5,6 North	MER-5 6th Floor
RETURN AIR #2	1,2,3 Floor North	MER-2 Basement
RETURN AIR #3	4,5,6, Floors South	MER-4 Sixth Floor
RETURN AIR #4	1,2,3 Floor South	MER-3 Basement
RETURN AIR #5	Entire B Building	MER-1 Basement
RETURN AIR #6	South Lobby	MER-1 Basement
RETURN AIR #7	North Lobby	MER-2 Basement
EF1-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF2-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF3-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF4-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF5-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF6-EXHAUST FAN	Rest Rooms	Penthouse B Building
EF7-EXHAUST FAN	Rest Rooms	Penthouse B Building
EF8-EXHAUST FAN	Rest Rooms	Penthouse B Building
EF9-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF10-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF11-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF12-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF13-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF14-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF15-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF16-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
WATER SIDE SYSTEMS		
COOLING TOWERS		
CT1-CONDENSING WATER TOWER Cell #1	Refrigeration Plant	Roof Level
CT2-CONDENSING WATER TOWER Cell #2	Refrigeration Plant	Roof Level
Cooling Tower # 1 Annual	Refrigeration Plant	Roof Level
Cooling Tower # 2 Annual	Refrigeration Plant	Roof Level
Cooling Tower Grease	Refrigeration Plant	Roof Level

CHILLERS		
YORK CHILLER #1 450 TON	Entire Building	MER-1 Basement
YORK CHILLER #2 450 TON	Entire Building	MER-1 Basement
YORK CHILLER #3 450 TON	Refrigeration Plant	MER-1 Basement
Eddy Current Testing 3 Chillers	Refrigeration Plant	MER-1 Basement
Refrigerant Monitor		MER-1 Basement
HEATING SYSTEMS		
Boiler #1	Entire Building	MER-WEST
Boiler #1 Control System	Entire Building	MER-WEST
Burner Gas Fired Boiler # 1	Entire Building	MER-WEST
Boiler #2	Entire Building	MER-WEST
Boiler #2 Control System	Entire Building	MER-WEST
Burner Gas Fired Boiler # 2	Entire Building	MER-WEST
Boiler #1 Fuel Oil Filter	Entire Building	MER-WEST
Boiler #2 Fuel Oil Filter	Entire Building	MER-WEST
HEAT CIRCULATION PUMP #1	Entire Building	MER-WEST
HEAT CIRCULATION PUMP #2	Entire Building	MER-WEST
BWP-1 BOILER WATER PUMP #1	Entire Building	MER-WEST
BWP-2 BOILER WATER PUMP #2	Entire Building	MER-WEST
HEAT CIRCULATION PUMP #1 Strainer	Entire Building	MER-WEST
HEAT CIRCULATION PUMP #2 Strainer	Entire Building	MER-WEST
BWP-1 BOILER WATER PUMP #1 Strainer	Entire Building	MER-WEST
BWP-2 BOILER WATER PUMP #2 Strainer	Entire Building	MER-WEST
Safely Relief Valves Hot Water Boiler & Hot Water Heater (3)	Entire Building	MER-WEST
Boiler # 1 Internal Inspection	Entire Building	MER-WEST
Boiler # 1 External Inspection	Entire Building	MER-WEST
Boiler # 2 Internal Inspection	Entire Building	MER-WEST
Boiler # 2 External Inspection	Entire Building	MER-WEST
HEAT CIRCULATION PUMP #1 Grease	Entire Building	MER-WEST
HEAT CIRCULATION PUMP #2 Grease	Entire Building	MER-WEST
BWP-1 BOILER WATER PUMP #1 Grease	Entire Building	MER-WEST
BWP-2 BOILER WATER PUMP #2 Grease	Entire Building	MER-WEST
HEATERS		
HV1-HEATER/VENTILATOR	No Longer In Service	No Longer In Service
HV2-HEATER/VENTILATOR	No Longer In Service	No Longer In Service
UNIT HEATERS		
FDUH1-FRONT DOOR UNIT HEATER #1	Main Doors	Lobby
FDUH2-FRONT DOOR UNIT HEATER #2	Main Doors	Lobby
FDUH3-FRONT DOOR UNIT HEATER #3	Main Doors	Lobby
FDUH4-FRONT DOOR UNIT HEATER #4	Main Doors	Lobby
FDUH5-FRONT DOOR UNIT HEATER #5	Main Doors	Lobby
FDUH6-FRONT DOOR UNIT HEATER #6	Main Doors	Lobby
SWUH1-STAIRWELL UNIT HEATER #1	Stair Case	Stair Case
SWUH2-STAIRWELL UNIT HEATER #2	Stair Case	Stair Case
SWUH3-STAIRWELL UNIT HEATER #3	Stair Case	Stair Case
SWUH4-STAIRWELL UNIT HEATER #4	Stair Case	Stair Case
SWUH5-STAIRWELL UNIT HEATER #5	Stair Case	Stair Case
SWUH6-STAIRWELL UNIT HEATER #6	Stair Case	Stair Case
SWUH7-STAIRWELL UNIT HEATER #7	Stair Case	Stair Case
SWUH8-STAIRWELL UNIT HEATER #8	Stair Case	Stair Case
SWUH9-STAIRWELL UNIT HEATER #9	Stair Case	Stair Case
SWUH10-STAIRWELL UNIT HEATER #10	Stair Case	Stair Case
UH1-UNIT HEATER #1	Thru-Out Building	Thru-Out Building
UH2-UNIT HEATER #2	Thru-Out Building	Thru-Out Building
UH3-UNIT HEATER #3	Thru-Out Building	Thru-Out Building
UH4-UNIT HEATER #4	Thru-Out Building	Thru-Out Building
UH5-UNIT HEATER #5	Thru-Out Building	Thru-Out Building
UH6-UNIT HEATER #6	Thru-Out Building	Thru-Out Building
UH7-UNIT HEATER #7	Thru-Out Building	Thru-Out Building
UH8-UNIT HEATER #8	Thru-Out Building	Thru-Out Building
UH9-UNIT HEATER #9	Thru-Out Building	Thru-Out Building
UH10-UNIT HEATER #10	Thru-Out Building	Thru-Out Building
UH11-UNIT HEATER #11	Thru-Out Building	Thru-Out Building
UH12-UNIT HEATER #12	Thru-Out Building	Thru-Out Building
UH13-UNIT HEATER #13	Thru-Out Building	Thru-Out Building
UH14-UNIT HEATER #14	Thru-Out Building	Thru-Out Building
INDUCTION UNITS		
PI 1-30 INDUCTION UNITS	Thru-Out Building	Thru-Out Building
PI 31-60 INDUCTION UNITS	Thru-Out Building	Thru-Out Building
PI 61-90 INDUCTION UNITS	Thru-Out Building	Thru-Out Building
PI 91-120 INDUCTION UNITS	Thru-Out Building	Thru-Out Building
PI 121-150 INDUCTION UNITS	Thru-Out Building	Thru-Out Building

RE Heat Coils		
RH 1-52 REHEAT COILS	Thru-Out Building	Thru-Out Building
RH 53-105 REHEAT COILS	Thru-Out Building	Thru-Out Building
RH 106-158 REHEAT COILS	Thru-Out Building	Thru-Out Building
RH 159-207 REHEAT COILS	Thru-Out Building	Thru-Out Building
RH 141-175 REHEAT COILS	Thru-Out Building	Thru-Out Building
RH 176-207 REHEAT COILS	Thru-Out Building	Thru-Out Building
RH 207-225 REHEAT COILS	Thru-Out Building	Thru-Out Building
COMPRESSED AIR SYSTEMS		
PAC-1 #1 AIR COMPRESSOR	HVAC SYSTEMS	MER-1 Basement
PAC-2 #2 AIR COMPRESSOR	HVAC SYSTEMS	MER-1 Basement
AD-1 AIR DRYER SYSTEM	HVAC SYSTEMS	MER-1 Basement
Compressed Air Tank #1	HVAC SYSTEMS	MER-1 Basement
Compressed Air Tank #2	HVAC SYSTEMS	MER-1 Basement
PLUMBING SYSTEMS		
EP1-EJECTOR PUMP #1	Entire Building	MER-1 Basement
EP2-EJECTOR PUMP #2	Entire Building	MER-1 Basement
DHWH1-DOMESTIC WATER	Entire Building	MER-1 Basement
BACKFLOW PREVENTION DEVICE	Entire Building	MER-1 Basement
BACKFLOW PREVENTION DEVICE	Entire Building	MER-1 Basement
WATER TREATMENT		
Cooling Tower Water Treatment	Entire Building	MER-1 Basement
CHWL CHEMICAL FEED POT	Entire Building	MER-1 Basement
CWL CHEMICAL FEED POT	Entire Building	MER-1 Basement
WWL CHEMICAL FEED POT	Entire Building	MER-1 Basement
MOTORS		
Air Handler #1	5th floor 4,5,6 North	MER-5 6th Floor
Air Handler #2	1,2,3 Floor North	MER-2 Basement
Air Handler #3	4,5,6, Floors South	MER-4 Sixth Floor
Air Handler #4	1,2,3 Floor South	MER-3 Basement
Air Handler #5	Entire B Building	MER-1 Basement
Air Handler #6	South Lobby	MER-1 Basement
Air Handler #7	North Lobby	MER-2 Basement
Air Handler #8	North Perimeter 1st Floor	MER-2 Basement
Air Handler #9	South Perimeter 1st Floor	MER-3 Basement
Air Handler #10	Entire B Building Perimeter	MER-1 Basement
Air Handler #11	Entire Basement	MER-2 Basement
Air Handler #12	Men's Lockers Rooms	MER-1 Basement
Air Handler #13	Cafeteria	MER-3 Basement
RETURN AIR #1	5th floor 4,5,6 North	MER-5 6th Floor
RETURN AIR #2	1,2,3 Floor North	MER-2 Basement
RETURN AIR #3	4,5,6, Floors South	MER-4 Sixth Floor
RETURN AIR #4	1,2,3 Floor South	MER-3 Basement
RETURN AIR #5	Entire B Building	MER-1 Basement
RETURN AIR #6	South Lobby	MER-1 Basement
RETURN AIR #7	North Lobby	MER-2 Basement
EF1-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF2-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF3-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF4-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF5-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF6-EXHAUST FAN	Rest Rooms	Penthouse B Building
EF7-EXHAUST FAN	Rest Rooms	Penthouse B Building
EF8-EXHAUST FAN	Rest Rooms	Penthouse B Building
EF9-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF10-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF11-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF12-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF13-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF14-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF15-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
EF16-EXHAUST FAN	Rest Rooms	Penthouse MER-5 & 6
FDUH1-FRONT DOOR UNIT HEATER #1	Main Doors	Lobby
FDUH2-FRONT DOOR UNIT HEATER #2	Main Doors	Lobby
FDUH3-FRONT DOOR UNIT HEATER #3	Main Doors	Lobby
FDUH4-FRONT DOOR UNIT HEATER #4	Main Doors	Lobby
FDUH5-FRONT DOOR UNIT HEATER #5	Main Doors	Lobby
FDUH6-FRONT DOOR UNIT HEATER #6	Main Doors	Lobby
SWUH1-STAIRWELL UNIT HEATER #1	Stair Case	Stair Case
SWUH2-STAIRWELL UNIT HEATER #2	Stair Case	Stair Case
SWUH3-STAIRWELL UNIT HEATER #3	Stair Case	Stair Case
SWUH4-STAIRWELL UNIT HEATER #4	Stair Case	Stair Case
SWUH5-STAIRWELL UNIT HEATER #5	Stair Case	Stair Case
SWUH6-STAIRWELL UNIT HEATER #6	Stair Case	Stair Case
SWUH7-STAIRWELL UNIT HEATER #7	Stair Case	Stair Case

