

DIVISION OF FINANCIAL ADMINISTRATION ADDENDUM No. 1

REQUEST FOR QUOTE No. 2424

<u>Date</u>: October 5, 2020

Subject: Submitted Questions and Official Answers

Title: Doors, Frames, and Hardware at the Shirley A. Chisholm Building

Address Bid Inquiries to: Sonya Stack

Contract Management Specialist 1 NYS Office of General Services

Financial Administration | Agency Procurement Office 32nd Floor, Corning Tower Building, Empire State Plaza,

Albany, NY 12242

518-486-7649, Sonya.Stack@ogs.ny.gov

<u>To Prospective Bidders</u>: This addendum is being issued to provide answers to questions that were submitted during the question period for RFQ #No. 2424, Doors, Frames, and Hardware at the Shirley A. Chisholm Building.

	Questions and Answers		
Q1	The hardware sets almost all call for a "Conventional Mortise Cylinder". Should that be "Conventional Mortise Lock"? If so, why is there a cylindrical lock detailed on page 82 of the RFQ?		
A1	Cylindrical locks must be used for all doors.		
Q2	The hardware sets almost all call for a "Carry Bar C2 Door Silencers". Should that just be "Door Silencers"?		
A2	Yes, it should be "door silencers".		
Q3	The hardware sets for the Justice Center side of the 8 th floor call for an Antique Pewter finish. This is not a finish that is typically available. It may be possible to get some of the hardware (locks, hinges) in that finish as a special order, but all items may not be available. Is there an alternate acceptable finish?		
A3	Yes, OGS will accept hardware sets in oil rubbed bronze or antique brass finishes.		

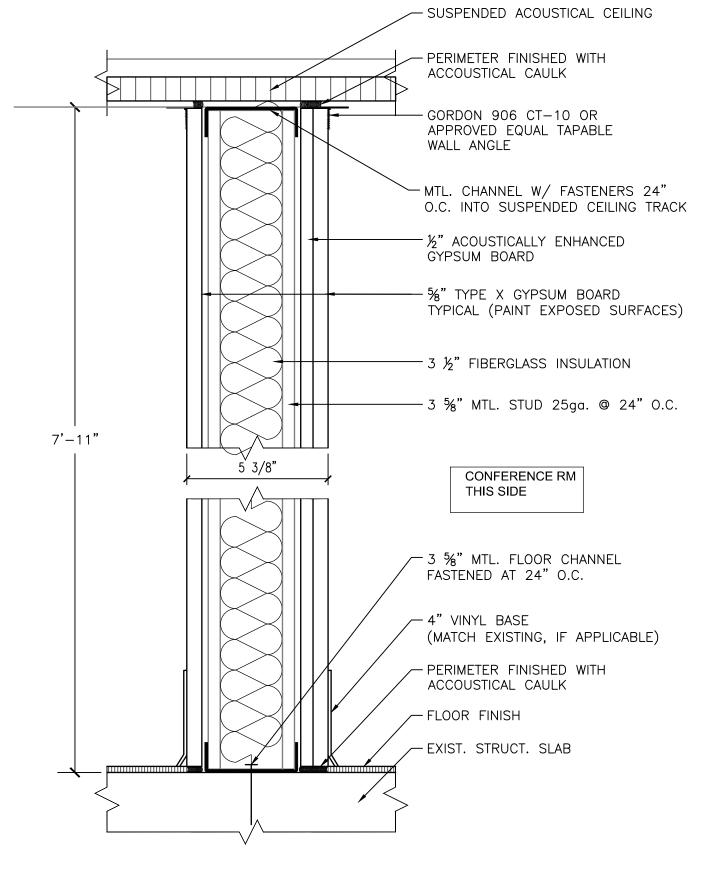
Q4	In Drawing A-102 Project # 199430 it is referred to see Drawing A-602 for type 1 and type 2 wall details but it is not provided in drawing set, please provide drawing A-602, Also Please confirm the height of type 1 and type 2 walls.
A4	Drawing should state A-501. Please refer to the attached Drawing A-501 for wall details.
Q5	In Drawing A-102 Project # 188482 it is referred to see Drawing A-401 for Knee wall detail, but it is not provided in drawing set, please provide drawing A-401
A5	Yes, detail is provided on the attached Drawing 3/A-401.
Q6	In Drawing A-103 Project # 188357 it is referred to see Drawing A-501 for type 1 and type 2 wall detail, but it is not provided in drawing set, please provide drawing A-501, Also Please confirm the height of type 1 and type 2 walls
A6	The height of type 1 and 2 walls is provided in the attached drawing set.

All other terms and conditions remain unchanged.

If submitting a proposal, this Addendum No. 1 for RFQ No. 2424 must contain an original signature, be dated, attached to, and made a part of your proposal.

Company Name		
Address (include City, State, Zip)		
Proposer's Name (please print)	Title	
Signature	Date	

WALL TYPE $\boxed{1}$ STC 40-44 (SECTION)



WALL TYPE 2 STC 45-49 (SECTION)

NEW YORK STATE OF OPPORTUNITY. Office of General Services

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CONSTRUCTION

TITLE:
FLOOR 8 GUT REHAB FOR DOL
(OPTIMIZATION)

SHIRLEY A. CHISHOLM SOB 55 HANSON PLACE BROOKLYN, NY 11217

OFFICE OF GENERAL SERVICES

DRAWING NUMBER:

07/24/2019 FINAL DRAWINGS 06/28/2019 | FIELD CHECK & REVIEW 8/27/2018 | SPACE PLANS DESCRIPTION PROJECT 199430 NUMBER:

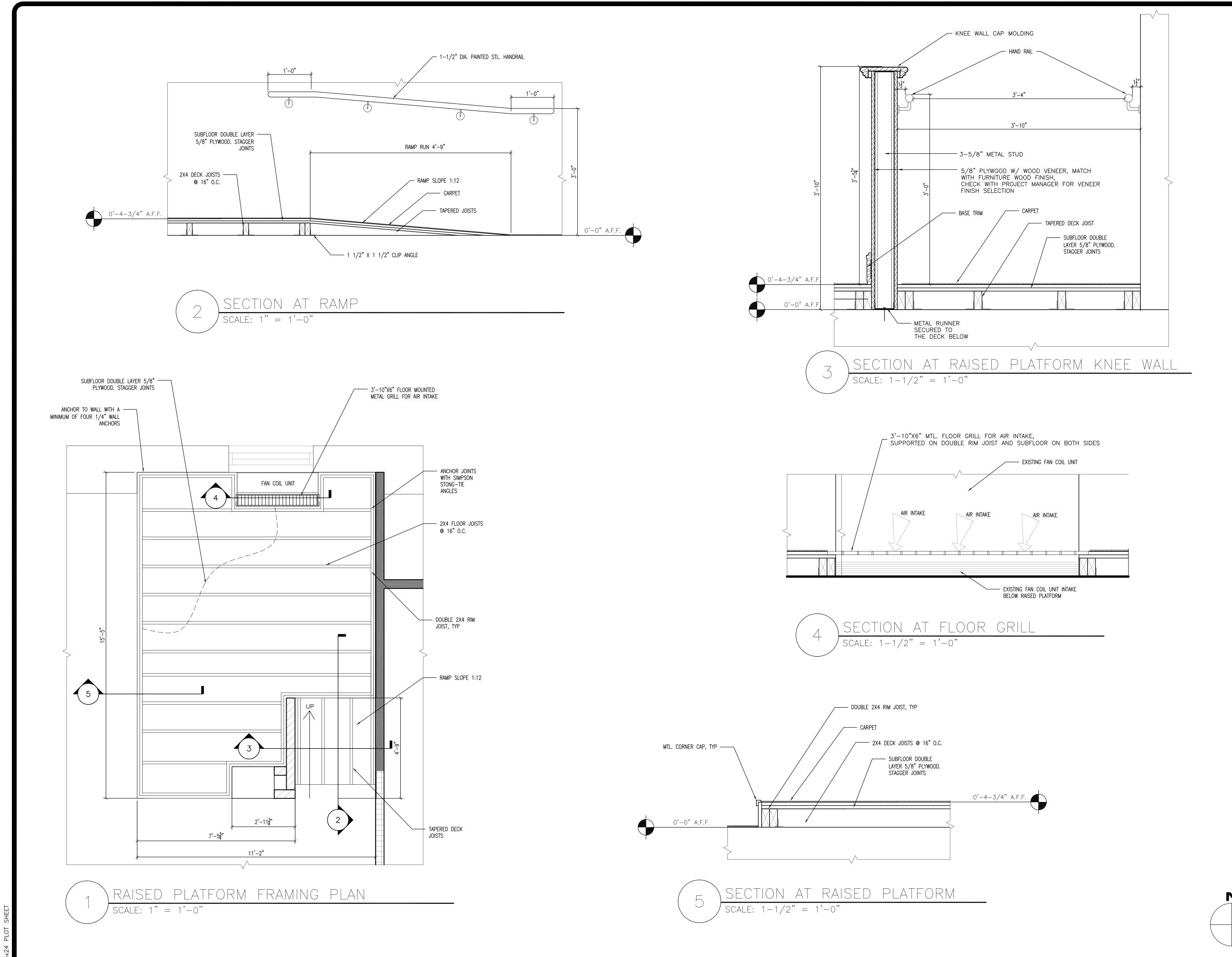
SPACE PLANNER KRYSTYNA M. CARDISH DESIGNER: YSP DRAWN BY: YSP APPROVED BY:

SHEET TITLE:

WALL DETAILS

SHEET NUMBER:

A - 501



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CONSTRUCTION

6TH FLOOR OPTIMIZATION

OCATION:
SHIRLEY A. CHISHOLM

CLIENT:
OFFICE OF GENERAL SERVICES
NYS DIVISION OF TAX APPEALS

55 HANSON PLACE BROOKLYN, NY 11217

DRAWING NUMBER:

03/22/2019 FINAL DRAWINGS
02/19/2019 FIELD CHECK & REVIEW
01/25/2019 REMOVAL DRAWINGS
12/20/2018 SPACE PLANS_REV3
C DATE DESCRIPTION

PROJECT 188482

SPACE PLANNER KRYSTYNA M. CARDISH

DESIGNER: YSP

DESIGNER: YSP

DRAWN BY: -
APPROVED BY: YSP

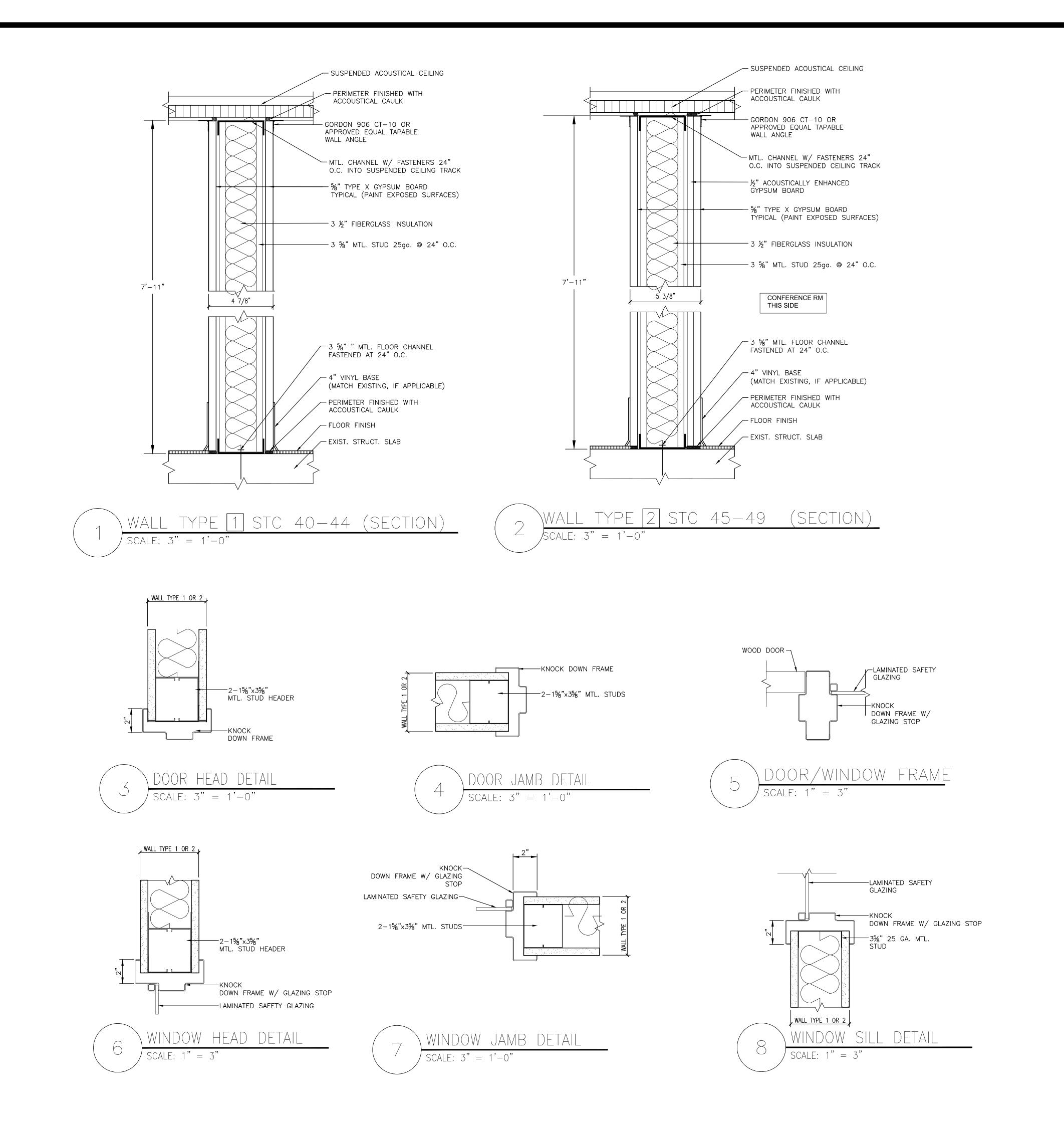
SHEET TITLE:

HEARING ROOM RAISED PLATFORM DETAILS

SHEET NUMBER:

A - 401

V:\StateOfficeBuildings\Downstate\Chisholm\Projects\188482 6FL OGS Optimize\DWGS\188482 ARC



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CONSTRUCTION

8th FLOOR GUT REHAB FOR JUSTICE CENTER

SHIRLEY A. CHISHOLM 55 HANSON PLACE BROOKYLN, NY 11217

CLIENT:
OFFICE OF GENERAL SERVICES

07/16/2019 | REVISION NO. 2 07/01/2019 | REVISION NO. 1 12/17/2018 | FINAL DRAWINGS 11/08/2018 | FIELD CHECK & REVIEW SET 6/29/2018 | SPACE PLANS

DESCRIPTION PROJECT 188357 NUMBER:

SPACE PLANNER KRYSTYNA CARDISH DESIGNER: YSP DRAWN BY: YSP APPROVED BY:

SHEET TITLE:

WALL & DOOR DETAILS

SHEET NUMBER:

A - 501



Request for Quote No. 2424

Solicited by the

New York State Office of General Services

For

Doors, Frames, & Hardware at the Shirley A. Chisholm Building

55 Hanson Place, Brooklyn, NY

Issue Date: September 22, 2020

Bid Due Date: October 14, 2020 @ 2:00 PM

Primary Designated Contact:

Sonya Stack Phone: 518-486-7649

EMAIL: Sonya.Stack@ogs.ny.gov

Alternate Designated Contacts:

Roselyn Harper Phone: 518-486-4904

EMAIL: Roselyn.Harper@ogs.ny.gov

Beth Maus
Phone: 518-486-5743
EMAIL: Beth.Maus@ogs.nv.gov

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Appendix A - Standard Clauses for New York State Contracts

RFQ Appendix B - Required Forms

RFQ Appendix C - Sample Contract

RFQ Appendix D - Insurance Requirements

RFQ Appendix E - MWBE Requirements and EEO Requirements

Attachment 1 - Bid Proposal Form

Attachment 2 – Bid Submission Checklist

Exhibit 1 – Chisholm Door Schedules

1. Introduction

1.1 Overview

The New York State Office of General Services (OGS), through this Request for Quote (RFQ), is seeking fabrication of steel & wood doors, steel frames, and hardware to be delivered to the Shirley A. Chisholm State Office Building as part of an optimization project.

The 13-story OGS-managed facility located at 55 Hanson Place in Brooklyn, NY (Kings County), was constructed in 1914-15 and designed by Trowbridge and Ackerman Architects as a flagship Young Men's Christian Association (YMCA) building. In order to address the need for New York State agency office space in the New York Metro Area, a major reconstruction effort was undertaken in 1987-91 to provide some nearly 300,000 square feet of interior space to house New York State agencies. The New York State Office Building is currently home to 12 New York State agencies and offices including the Attorney General's Office, Department of Human rights, Department of Housing and Community Renewal, Office of Children and Family Services, and the Department of Education.

1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Sonya Stack, Contract Management Specialist 1, NYS 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.

Sonya Stack, Contract Management Specialist I NYS Office of General Services Financial Administration / Agency Procurement Office 32nd Floor, Corning Tower Bldg., Empire State Plaza Albany, New York 12242

Phone: 1-518-486-7649

Email: Sonya.Stack@ogs.ny.gov

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

Roselyn Harper, Contract Management Specialist 2 NYS Office of General Services Financial Administration / Agency Procurement Office 32nd Floor, Corning Tower Bldg., Empire State Plaza

Albany, New York 12242 Phone: 1-518-486-4904

Email: Roselyn.Harper@ogs.ny.gov

Beth Maus, Contract Management Specialist 3 NYS Office of General Services Financial Administration / Agency Procurement Office 32nd Floor, Corning Tower Bldg., Empire State Plaza Albany, New York 12242

Voice: 1-518-486-5743

Email: Beth.Maus@ogs.ny.gov

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

Lori Broadhead, Compliance Specialist I NYS Office of General Services, Minority and Women-Owned Business Enterprises 29th Floor, Corning Tower Bldg., ESP

Albany, NY 12242 Voice: 1-518-486-9284

Email: Lori.Brodhead@ogs.ny.gov

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

Anita Domanico, Compliance Specialist 1 New York State Office of General Services Division of Service-Disabled Veteran's Owned Business Development 32nd Floor, Corning Tower, Empire State Plaza Albany, New York 12242

Albany, New York 12242 Voice: 1-518-474-2015

Email: Anita.Domanico@ogs.ny.gov

1.3 Key Events

The Table below outlines the schedule for important action dates.

Event	Date	Time
OGS Issues Request for Quote (RFQ) #2424	September 22, 2020	
Deadline for Submission of Proposers Questions	September 29, 2020	
OGS Issues Response to Written Questions via addenda (estimated)	October 2, 2020	
Quote Due Date	October 14, 2020	2:00 PM
Contract Start Date	Upon NYS Office of the State Comptroller Approval	

1.4 Minimum Bidder Qualifications

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

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

 Bidder must have been established in the business of fabricating doors, frames, and hardware of a similar scope and scale for a minimum of three years. Bidder must be a New York State Certified Minority/Women Owned Business Enterprises (M/WBE), Service-Disabled Veteran Owned Business (SDVOB), or a New York State Small Business (SBE).

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

1.5 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 RFQ.

"Request for Quote" or "RFQ" shall mean this document.

The "State" shall mean The People of the State of New York, which shall also mean the New York State Office of General Services.

"Commissioner" shall mean the Commissioner of General Services or duly authorized representative.

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

2. Scope of Work

2.1 General Scope

As part of an optimization project at the Shirley A. Chisholm State Office Building, OGS Real Property and Facilities Management is seeking a qualified Contractor to provide doors, frames, and hardware for floors 6, 8, 11, and 12 as described herein. Contractor shall provide product finishes as described in Exhibit 1 – Door Schedules. All products must be pre-approved by the OGS Facility Manager. Additionally, the Contractor must provide a minimum of 25 keys per door. A keying meeting will be held after final contract award.

Please note OGS Real Property and Facilities Management has the right to delete floors as needed.

2.2 Product Sample

OGS may require that the Contractor provide a product sample upon determination of the lowest responsive and responsible Bidder, prior to award of the contract. OGS shall make the sole determination if the sample is an acceptable visual match. The sample material shall be wood stained per color indicated in Exhibit 1- Door Schedules and at least 2" x 4" in size.

2.3 Specifications

Refer to Exhibit 1 – Door Schedules for product details.

Prior to the start of any work required by this contract, the Contractor must provide:

- a. A survey of all openings prior to fabrication.
- b. Submittal drawings and an itemized list of all materials to be used which should be separated by floor (per Exhibit 1 Door Schedules). This information should be provided within two weeks of contract award. All doors, frames, and hardware are to be labeled and coincide with the submittal drawings and Exhibit 1 Door Schedules.
- c. Submittals, fabrications, and delivery must be completed in 6 weeks.

2.4 Work-Site Accessibility

Delivery shall be inside delivery to the appropriate floor/work site.

The awarded Contractor shall provide a health & safety plan in accordance with NY Forward Guidelines (https://forward.ny.gov/) to the NYS OGS Health and Safety Officer for approval prior to being on-site or performing any work under this contract.

A loading dock is available for box trucks only (no tractor trailer access at loading dock). Contractor must provide a forklift or liftgate. Street unloading is recommended.

A freight elevator with access to all floors is available. The size of the freight elevator is 7'6"x 8'6"x7'6" high. The load capacity of the elevator is 4,000 pounds.

2.5 Hours of Operation and Building Access

Normal operating hours for the Shirley A. Chisholm State Office Building are 7:00 am to 5:00 pm, Monday through Friday. Vendors are required to check in with the security guard and present a photo ID.

2.6 Warrantees

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

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

3. Quote Submission

3.1 RFQ Questions and Clarifications

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

Sonya Stack, Contract Management Specialist I OGS Division of Financial Administration / Agency Procurement Office 32nd Floor, Corning Tower Bldg., Empire State Plaza Albany, New York 12242

Phone: 1-518-486-7649

Email: Sonya.Stack@ogs.ny.gov

All questions should cite the specific page, section, and paragraph number, where applicable. Please submit questions as early as possible following receipt of the RFQ. The final deadline for submission of any questions/clarifications regarding this RFQ is stated in Section 1.3 - Key Events. Questions received after the deadline mav not be answered. OGS will post an https://ogs.ny.gov/procurement/bid-opportunities with all questions and responses on or about the date listed in Section 1.3 – Key Events. Any additional addenda will be posted to the same location.

3.2 Bid Format and Content

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

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

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

- Cover Letter: The cover letter should confirm that the Bidder understands all the terms and conditions
 contained in this RFQ and will comply with all the provisions of this RFQ. Further, that should the
 contract be awarded to your company, you would be prepared to begin services on the date indicated
 in Section 1.3 Key Events. The cover letter should also include the full contact information of the
 Bidder's representative that OGS shall contact regarding the bid. A bidder representative authorized
 to make contractual obligations must sign the cover letter.
- 2. <u>Minimum Qualifications</u>: Bidders must submit sufficient information to prove their ability to meet the minimum qualifications as set forth in Section 1.4.
- 3. <u>Pricing</u>: Bidders shall submit a completed Bid Proposal Form (Attachment 1). Each item must be complete with no lines omitted. Bidder shall not provide alternative pricing or deviate from the Bid Proposal Form. Alternative pricing methodologies will not be considered and may result in the rejection of the bid.

1. Administrative Submission.

- All required completed forms from RFQ Appendix B.
- Attachment 2 Bid Submission Checklist should be completed and submitted with bid. Bidders should indicate on the Submission Checklist where each requested item is located in their submission

- Signed bid addenda (if any)
- Important Notes:
 - Insurance Proposers are reminded of the insurance requirements as described in Appendix D. The selected Proposer will be required to provide all necessary documentation upon notification of selection.
 - M/WBE & EEO Requirements Proposers are reminded of the requirements as described in Appendix E.
 - SDVOB Requirements- Proposers are reminded of the requirements as described in Section 5.16.
 - Vendor Responsibility Proposers are reminded of the requirement as described in Section 5.11, and are requested to complete the online questionnaire located on the OSC VendRep System website prior to bid submission. If the vendor has previously certified responsibility online, it shall ensure that the VRQ was recertified in the last 6 months.
 - Document Consistency An award will only be made to the entity which has submitted bid. All submitted documents must be consistent with official name of bidding entity, FEIN and NYS Vendor ID number.

3.3 Bid Preparation

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

3.4 Packaging of RFQ Response

Please submit:

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

Please provide one digital record (CD or Thumb Drive) containing the above submission items. If there are any differences between the paper submission and the electronic submission, the paper submission shall take precedence.

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

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

Bidder's Complete Name and Address

Solicitation Number: RFQ #2424

Bid Due Date and time: October 14, 2020

Title: Fabrication of Doors, Frames and Hardware at SACSOB

Attention: Sonya Stack

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

3.5 Instructions for Bid Submission

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

Only those Bidders who furnish all required information and meet the mandatory requirements will be considered.

<u>Submit all required bid documents including signed bid addenda if any, to the NYS Office of General</u> Services - Division of Financial Administration at the following address:

NYS Office of General Services
Division of Financial Administration / Agency Procurement Office
32nd Floor, Corning Tower, Empire State Plaza
Albany, NY 12242
RFQ #2424
Attn: Sonya Stack

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

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

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

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

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

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

Bids must remain open and valid for 180 days from the due date, unless the time for awarding the contract is extended by mutual consent of NYS OGS and the Bidder. A bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 180 day period until either tentative award of the contract(s) by issuing Office is made or withdrawal of the bid in writing by Bidder. Tentative award of the contract(s) shall consist of written notice to that effect by the issuing Office to the successful Bidder. This RFQ remains the property of the State at all times, and all responses to this RFQ, 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 quotes. **Vendors are encouraged to pre-register by contacting the OGS Finance Office at 518-474-5981 at least 24 hours prior to arrival.** Pre-registered visitors are to report to the visitor desk located at the Concourse level of the Corning Tower. Upon presentation of appropriate photo identification, the visitor will be allowed access to the building.

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

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

https://empirestateplaza.ny.gov/parking

4. Administrative Information

4.1 Issuing Office

This RFQ is being released by the New York State Office of General Services, Division of Financial Administration, on behalf of the OGS Real Estate Center, Real Estate Services.

4.2 Method of Award

OGS intends to make a single award to the lowest responsive and responsible bidder.

Upon determination of the lowest responsive and responsible bidder, OGS may request a product sample. Upon OGS' acceptance of the Bidder's sample, a contract will be sent to the successful responsive and responsible Bidder for signature and shall be returned to the Issuing Office for all necessary State approvals. Upon final approval, a completely executed contract will be delivered to the Contractor.

The bid amount of the successful Bidder shall be used to establish the total contract value. The established total contract value shall not be exceeded.

4.3 Price

Price shall be represented as an all inclusive lump sum per floor in accordance with Exhibit 1. The prices bid shall be inclusive of all costs to fabricate and deliver all doors, frames, hardware, etc. as described, including travel, licenses, insurance, administrative, profit and other ancillary costs. For the purposes of this contract, full service shall mean that the Contractor's bid price includes: all labor, overhead costs and profit. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, are deemed to be understood by the Contractor and included herein.

If the Bidder offers an early payment discount for payments made in less than 30 days after receipt of a proper invoice, please detail the discount by providing, in the appropriate place on Attachment 1 - Bid Proposal Form, the percentage of discount and the specific number of days within which the payment must be made for the discount to apply. If Bidder offers multiple discounts, please provide the details for each discount offered (for example: 2%/15 days; 1%/20 days).

A discount for early payment does not affect bid amounts nor is it considered in making awards, except that a discount may be considered in resolving tie bids.

The Contractor agrees that from the effective date of the contract until contract termination, the rates charged by the Contractor and paid for by NYS OGS will be equal to or lower than any rates provided by the Contractor to other customers for like services.

4.4 Term of Contract

This contract will commence upon OSC approval and be in effect for one year or upon project completion.

4.5 Method of Payment

The Facility Manager will inspect, approve and accept all doors, frames, and hardware upon satisfactory completion of each floor by the Contractor. Once approved and accepted by OGS, an invoice shall be submitted stating all required information as stated below, to the OGS Business Services Center – Accounts Payable Unit for payment.

The invoice 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.

Contractor's invoice <u>must</u> be itemized and include the following information: Name of NYS agency being billed; Contract ID number; Purchase Order number; Vendor name; Company FEIN; Vendor ID number; a unique invoice number; date(s) of service(s), the specific deliverable(s) worked on; a detailed description of services performed including specific location (i.e.: floor); and amount requested in accordance with contract rates.

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

or

All Invoices are to be submitted for payment to:

Office of General Services C/O BSC / Accounts Payable 1220 Washington Ave., Bldg. 5, 5th FI Albany, New York 12226

Accountspayable@ogs.ny.gov

4.6 Electronic Payment

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and the State Comptroller. Payment for invoices submitted by the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Information is available at the following website: http://www.sfs.ny.gov/index.php/vendors, by e-mail at Helpdesk@sfs.ny.gov, or by phone at 518-457-7717. 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.

4.7 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 said right. No waiver of any breach of the Agreement at any time in the past shall constitute a waiver of subsequent breach.

4.8 Exceptions and Extraneous Terms

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

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

4.9 Dispute Resolution

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

During the term of the contract, if either party notifies the other of a dispute or dissatisfaction, the other party will make a good faith effort to solve or settle dispute amicably, including meeting with the other party to diligently attempt to reach a satisfactory result. In the event of a dispute, the parties will continue to fulfill their obligations hereunder during the dispute resolution process. The parties agree to proceed in good faith to avoid disputes and resolve disputes that cannot be avoided at the lowest level possible. If party representatives are unable to resolve the dispute or reach a satisfactory result within twenty days of written notice of a dispute, the dispute will be referred to successive higher levels of each organization for final decision.

4.10 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 shall include the plural 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 RFQ refer to this RFQ.

5. Contract Clauses and Requirements

5.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated October 2019, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

- 1. Appendix A (dated October 2019)
- 2. Contract Service Agreement
- 3. OGS Request for Quote #2424 (This document including all appendices and any addenda)
- 4. Selected Contractor's Bid including Bid Proposal Form (Attachment 1)

5.2 Procurement Lobbying Requirement

Pursuant to State Finance Law §139-j and §139-k, this Solicitation includes and imposes certain restrictions on communications between OGS and a Vendor during the procurement process. A Vendor is restricted from making contacts from the earliest posting, on a governmental entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified on the first page and in Section 4.1. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Vendor pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Vendor is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: http://www.ogs.ny.gov/acpl/

5.3 Tax and Finance Clause

TAX LAW § 5-A:

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

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

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

Form ST-220-CA must be filed with the bid and submitted to the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a Bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

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

5.4 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each bid/proposal will be held in confidence and details of any bid/proposal 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/PROPOSAL 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. THIS CAN BE ACCOMPLISHED BY COMPLETION OF THE APPLICABLE QUESTION ON THE CONTRACTOR INFORMATION PAGE IN APPENDIX B HERETO. REQUESTS FOR EXEMPTION OF THE ENTIRE CONTENTS OF A BID/PROPOSAL FROM DISCLOSURE HAVE GENERALLY NOT BEEN FOUND TO BE MERITORIOUS AND ARE DISCOURAGED. KINDLY LIMIT ANY REQUESTS FOR EXEMPTION OF INFORMATION FROM DISCLOSURE TO BONA FIDE TRADE SECRETS OR SPECIFIC INFORMATION, THE DISCLOSURE OF WHICH WOULD CAUSE A SUBSTANTIAL INJURY TO THE COMPETITIVE POSITION OF YOUR FIRM.

5.5 General Requirements

- The Bidder agrees to adhere to all State and Federal laws and regulations in connection with the contract.
- The Bidder agrees to notify OGS of any changes in the legal status or principal ownership of the firm, 45 days in advance of said change.
- The Bidder agrees that in any contract resulting from this RFQ it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
- The Bidder agrees that any contract resulting from this RFQ 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 RFQ, 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 RFQ, 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.
- OGS interpretation of specifications shall be final and binding upon the Contractor.
- The Commissioner of OGS will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Bidder has based its bid on the more expensive option. Final decision will rest with OGS.
- INSPECTION For purposes of any contract resulting from this RFQ 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, OGS 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 OGS reserves the right to stop the work covered by this RFQ and any contract(s) resulting there from at any time that it is deemed the Contractor is unable or incapable of performing the work to the State's satisfaction. In the event of such stopping, OGS 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 proposal, the Contractor shall be liable to the State of New York for any such costs on account thereof. In the event that OGS issues a stop work order for the work as provided herein, the Contractor shall have ten 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 OGS, then the stop work order shall be effective immediately.
- OGS reserves the right to reject and bar from the facility any employee hired by the Contractor.

5.6 Subcontractors

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the solicitation and the contract resulting from the solicitation. When bidding, any known / planned use of subcontractors must be disclosed in detail with bid submission. If subcontractors are to be used for base scope services, it shall be understood that the bid price includes the cost of the subcontractor and no additional markups will be allowed. The total of all Subcontractor work during the term of the Contract, exclusive of M/WBE and/or SDVOB 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 RFQ 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 RFQ.

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 <u>all</u> terms, conditions, and requirements of the contract documents.

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

5.7 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 Bidder from receiving the award if the Bidder, or anyone in the Bidder's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- 3. Correct Bidders' mathematical errors and waive or modify other minor irregularities in bids received, after prior notification to the Bidder.
- Adjust any Bidder's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Bidder will cause the State to incur additional costs.
- 5. Utilize any and all ideas submitted in the bids received.
- Negotiate with Bidders 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 Bidders.
- 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 bids.
- 14. Disqualify any bidder whose conduct and/or bid fails to conform to the requirements of the RFQ.
- 15. Prior to the bid opening, amend the RFQ specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- 16. Waive any requirements that are not material.
- 17. If two or more bids are found to be substantially equivalent, the Commissioner of OGS, at their sole discretion, will determine award using the pre-established process. For best value procurements, cost will be the determining factor.

18. OGS reserves the right to reject and bar from the facility any employee hired by the Contractor.

Please Note: <u>The State is not liable for any cost incurred by a Bidder in the preparation and production</u> of a bid or for any work performed prior to the issuance of a contract.

5.8 Extent of Services

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

5.9 Debriefings

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by OGS that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the Solicitation.

5.10 Termination

A. Termination

The Office of General Services may, upon thirty (30) days' notice, terminate the contract resulting from this RFQ 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 RFQ upon ten (10) days' written notice if the Contractor makes any arrangement for the assignment for the benefit of creditors.

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

B. Procurement Lobbying Termination

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

C. Effect of Termination

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

5.11 NYS Vendor Responsibility Questionnaire

OGS conducts a review of prospective contractors ("Proposers") to provide reasonable assurances that the Proposer 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 Proposer'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, Proposer agrees to fully and accurately complete the Questionnaire. The Proposer acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Proposer is responsible, and that the State will be relying upon the Proposer's responses to the Questionnaire when making its responsibility determination.

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

OSC provides direct support for the VendRep System through user assistance, documents, online help, and help desk. The OSC Help Desk contact information located http://www.osc.state.ny.us/portal/contactbuss.htm. Proposers opting to complete the paper questionnaire access this form and associated definitions the can via OSC website http://www.osc.state.nv.us/vendrep/forms_vendor.htm .

In order to assist the State in determining the responsibility of the Proposer prior to Contract Award, the Proposer must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date. A Proposer's Questionnaire cannot be viewed by OGS until the Proposer has certified the Questionnaire. It is recommended that all Proposers 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 Proposer agrees that if it is awarded a Contract the following shall apply:

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

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

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

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

5.12 New York State Vendor File Registration

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the

registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the Contractor Information page included in Appendix B of this solicitation.

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

Forms to be completed: https://www.osc.state.ny.us/vendor management/forms.htm

5.13 Ethics Compliance

All bidders/contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing 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.

5.14 Indemnification

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

5.15 Force Majeure

Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable

to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

5.16 Participation Opportunities For New York State Certified Service-Disabled Veteran-Owned Businesses

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of the economic activity such businesses offer, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: https://ogs.ny.gov/veterans/

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

5.17 Encouraging Use of New York State Businesses in Contract Performance

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders 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 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 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 to provide maximum

assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

5.18 OSHA (Occupational Safety & Health Administration) Training Requirements

OGS Facility Manager's Obligations

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

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

Contractor / Contract Employee Obligations

General Contract Obligations:

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

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

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

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

Specific Field-of-Work Requirements

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

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

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

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

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 \$25,000, 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 § 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.** <u>WORKERS' COMPENSATION BENEFITS</u>. 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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-

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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 (2 NYCRR § 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. <u>RECORDS</u>. 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 Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of

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\$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 clause. 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.** <u>CONFLICTING TERMS</u>. 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.** <u>NO ARBITRATION.</u> 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

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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: <u>mwbecertification@esd.ny.gov</u>

 $\underline{https://ny.newnycontracts.com/FrontEnd/VendorSearchPu}$

blic.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.
- **22.** COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.
- 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.

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STANDARD CLAUSES FOR NYS CONTRACTS APPENDIX A

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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. <u>CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.</u>

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012

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

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

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

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Solicitation

Appendix B – Required Forms

Required Forms – Table of Contents

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

Contractor Information

Solicitation Number

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

Authorized Signature			1	Date		
		T:41 =				
Print Name		Title				
Company Name						
Federal ID Number		NYS Vendor ID Number				
Address	l .			-		
City	State		Zip		County	
Telephone Number	Ext	Toll	Free Telephor	ne		Ext
Fax Number		Toll	Free Fax Num	nber		
Email of Designated Contact						

Please identify if any of the following apply:

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

Is your firm making a claim that any portions of its bid should be exempt from release under the Freedom of Information Law, as they constitute trade secrets, or information the disclosure of which would cause a substantial injury to your firm's competitive position? (Please review the clause entitled "Freedom of Information Law / Trade Secrets" of this Solicitation before answering).	Yes	No
If "Yes", please identify the specific portions of your bid for which you are claiming this exemption, and the reasons for such claimed exemption. Attach additional sheets, if necessary		

STATE OF)
		SS.:
COUNTY OF)
On this	day of	, 20 , before me personally came
who executed the	e foregoing instrumer	, to me known and known to me to be the person described in and t and he acknowledged to me that he executed the same.
Notary Public		
Registration No.	<u> </u>	
State of:		

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

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

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

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

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law

§139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

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

Instructions:

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

Offerer Disclosure of Prior Non-Responsibility Determinations

	ss					
City		State		Zip		
Persor	n Submitting this Form	Title		Date	Contract Pro	ocurement Number
1.	Has any Governmental Entity mad regarding the individual or entity se Contract in the previous four years	eking to enter into the		nent	No	Yes
If y	es, please answer questions 2-4	before proceeding to	question	5. If no,	please go to question	5.
2.	Was the basis for the finding of no State Finance Law §139-j	n-responsibility due to	a violation	of	No	Yes
3.	3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?					Yes
4.	If you answered yes to any of the a non-responsibility below.	above questions, pleas	e provide	details re	garding the finding of	
	0					
	Governmental Entity		D	ate of Fin	ding of Non-responsibil	ity
	Basis of Finding of Non-Responsit	oility (Add additional pa	iges as ne	cessary)		_
5.	Has any Governmental Entity or constitution or withheld a Procurement Contract entity due to the intentional provision	other governmental age	ency termi ed individu	nated ual or	No	Yes
6.	If yes, please provide details below	<i>I</i> .				
	Governmental Entity		Da	ate of Ter	mination or Withholding	g of Contract
						- 1
		/A 11 11%	oc ac noco	econ/\		
	Basis of Termination or Withholdin					

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.					
Authorized Signature		Date			
Print Name		Title			
Company Name					
Address					
City	State	Zip			

Procurement Lobbying Termination

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

NYS REQUIRED CERTIFICATIONS

Nondiscrimination In Employment In Northern Ireland Macbride Fair Employment Principles

In accordance with Section 165 of the State Finance Law, 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 No Yes , and if yes:
- 2. shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles.

No Yes

Non-Collusive Bidding Certification

In accordance with Section 139-d of the State Finance Law, by submitting its bid each bidder and each person signing on behalf of any other 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 or her knowledge and belief:

- 1. 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.
- 3. 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.

In the event that the Bidder is unable to certify as stated above, the Bidder shall provide a signed statement which sets forth in detail the reasons why the Bidder is unable to furnish the certificate as required in accordance with State Finance Law § 139-d(1)(b).

Diesel Emission Reduction Act

Pursuant to N.Y. Environmental Conservation Law § 19-0323 (the "Law") it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultralow sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants

that all heavy duty vehicles, as defined in the Law, to be used under this contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

Executive Order No. 177 Certification

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

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

Generally, the Human Rights Law applies to:

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

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

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

Small Business Certifications

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

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

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

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

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

D. employs less than 300 persons.

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

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

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

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

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

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

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

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

NYS Department of Taxation and Finance - FORMS

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



Department of Taxation and Finance

Contractor Certification

ST-220-T

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

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

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

General information

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

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

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

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

Mail completed form to:

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

Privacy notification

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

Need help?



Visit our Web site at www.tax.ny.gov

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

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Telephone assistance

Sales Tax Information Center: (518) 485-2889

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

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

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

	(sign before a notary public) (title)
Sw	vorn to thisday of,20
	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.
	To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
	The contractor does not have any subcontractors.
Se	ction 3 – Subcontractor registration status
	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.
	during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

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

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

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

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

Registration No.

Individual, Corporation, Partnership, or LLC Acknowledgment

individual, corporation, rathership, or LEG Acknowledgment
STATE OF } : SS.:
COUNTY OF }
On the day of in the year 20 , before me personally appeared ,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
_ he resides at ,
Town of ,
County of ,
State of; and further that:
(Mark an X in the appropriate box and complete the accompanying statement.)
☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.
☐ (If a corporation): _he is the
of, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
☐ (If a partnership): _he is a
of, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
☐ (If a limited liability company): _he is a duly authorized member of
LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.
Notary Public



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)

ST-220

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

Contractor name					For covered agency use only
Contractor's principal place of business		City	State	ZIP code	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 identifica	tion number (EIN)	Contractor's sale	s tax ID number (if different fr	rom contractor's EIN)	\$
Contractor's telephone number	Covered agenc	y name			
Covered agency address					Covered agency telephone number
of the above-named contractor, that: (Mark an X in only one box)	that I am author	rized to make th	nis certification on be	half of such co	ntractor, and I further certify
☐ The contractor has filed Form §		•			h this contract and, to the best o
contractor's knowledge, the info	ormation provided	i on the Form ST	-220-1D, is correct and	complete.	
\Box The contractor has previously f	iled Form ST-220	-TD with the Tax	Department in connect	ion with	
			.,	(inse	ert contract number or description)
and, to the best of the contract as of the current date, and thus	•	•	•	•	220-TD, is correct and complete
Sworn to this day of	, 20				
(sign before a n	otary public)			(titi	le)

Instructions

General information

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

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

When to complete this form

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

- i. The procuring entity is a covered agency within the meaning of the statute (see Publication 223, Q&A 5);
- ii. The contractor is a contractor within the meaning of the statute (see Publication 223, Q&A 6); and
- iii. 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).

		Indi	vidual, Co	rporation, Pa	rtnership,	or LLC A	cknowl	edgme	nt		
STATE OF	:	}	SS.:	, , ,	,			3			
On the	_ day of		in the y	year 20, befo	ore me pers	onally appe	eared				,
known to r	ne to be the	oerson w	ho executed	d the foregoing i	instrument,	who, being	duly sw	orn by n	ne did de	epose and	say that
_he resid	es at										
Town of _											
County of											
State of _			$_{-}$; and furthe	er that:							
[Mark an]	\boldsymbol{K} in the appro	priate bo	x and comp	lete the accom	panying sta	tement.]					
☐ (If an i	ndividual): _h	ne execu	ted the foreg	going instrumen	t in his/her	name and c	n his/he	r own b	ehalf.		
☐ (If a co	orporation): _	he is the									
of of Dire purpos	ectors of said ses set forth	corporat	ion, _he is a	_ , the corporat authorized to ex suant to that au d deed of said c	ion describe ecute the fo uthority, _he	ed in said in regoing ins	strumer trument	nt; that, b on beha	alf of the	corporation	on for
☐ (If a pa	artnership): _	he is a _									
partne thereir	ership, _he is	authoriz ursuant t	ed to execute o that author	_, the partnershe the foregoing rity, _he execute partnership.	instrument	on behalf o	f the pai	rtnership	for purp	ooses set	forth
LLC, t on bel the for	he limited liab nalf of the lim	oility com ited liabi	pany descrit lity company	duly authorized bed in said instract for purposes sand on behalf of	rument; tha et forth the	t _he is auth ein; and tha	norized t at, pursu	o execu ant to th	te the fo at autho	regoing in ority, _he e	executed

Privacy notification

Notary Public

Registration No.

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

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

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

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

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

Need help?



Visit our Web site at www.tax.ny.gov

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

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Telephone assistance

Sales Tax Information Center: (518) 485-2889

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

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

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



EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

General instructions: Contact the Designated Contact(s) for the solicitation if you have any questions. **All Offerors** must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's total work force, the Offeror shall complete this form for the contractor's total work force. Subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor must complete this form upon request of OGS.

Instructions for completing:

- 1. Enter the Solicitation Number that this report applies to along with the name and address of the Offeror.
- 2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
- 3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors' total work force.
- 4. Enter the total work force by EEO job category.
- 5. Break down the total work force by gender and enter under the heading "Work force by Gender."
- 6. Break down the total work force by race/ethnic background and enter under the heading "Work force by Race/Ethnic Identification." Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

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

WHITE - (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

BLACK - A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.

HISPANIC - A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

ASIAN & PACIFIC - A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands. **ISLANDER**

AMERICAN INDIAN - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal OR ALASKAN affiliation or community recognition.

NATIVE (Not of Hispanic Origin)



Office of Minority and Women-Owned Businesses & Community Relations

EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

SUBMIT WITH BID OR	PROPO	SAL or	within a re	easonal	ole time t	thereaft	er as re	queste	d by OG	S, but p	rior to	Contrac	t Award.					
Solicitation No.:			-	ing Enti	ty:					Report includes Contractor's								
☐ Contractor ☐ Subcontractor						Contractor's work force to be utilized on this contract												
Contractor/Subcontra	actor's N	Jame.	<u> </u> Suc	Contrac	lOI					- □ c	ontracto	r's total	work forc	k force				
										Subcontractor's work force to be utilized on this ofSubcontractor's total work force						n this co	contract	
Contractor/Subcontra	actor's <i>F</i>	Address) :															
FEIN:																		
Enter the total number of	of employ	ees for	each class	ification	:													
			force by ender				Pac	Work for the selection of the selection with the world with the selection of the selection with the selection of the selectio		ntion								
EEO Job Category	Total	Total	Total				ixac	Je/Lumic	Identifica			Ame	rican					
	Work Force	Male (M)	Female (F)	Wł (M)	nite (F)	Bla (M)	ick (F)	Hisp (M)	anic (F)	As (M)	ian (F)		an or n Native (F)	Veto (M)	eran (F)	(M)	(F)	
Executive/Senior level Officials & Managers												(141)	()					
First/Mid-level officials & Managers																		
Professionals																		
Technicians																		
Sales Workers																		
Administrative Support Workers																		
Craft Workers																		
Operatives																		
Laborers and Helpers																		
Service Workers																		
Totals																		
PREPARED BY (Signatu	ıre):					TELE	PHONE	NO.:								DATE	:	
						EMAI	L ADDR	ESS:										
NAME AND TITLE OF P	REPARE	R (Print	or Tyne):													<u> </u>		

RFQ Appendix C Sample Contract

Solicitation No. 2424

STATE OF NEW YORK OFFICE OF GENERAL SERVICES AGREEMENT FOR

DOORS, FRAMES, AND HARDWARE FOR DOORS AT THE SHIRLEY A. CHISHOLM STATE OFFICE BUILDING IN BROOKLYN, NY

WITH

(CONTRACTOR)

CONTRACT #OGS01-C00XXXX-1140000

					_
THIS AGREEMENT, made this	day of		20 by and bet	ween the People	of ;
the State of New York, acting by and	d through the C	Commissioner	of General Se	rvices, whose off	ice
is in the Corning Tower Building le	ocated at the	Governor Nel	son A. Rocke	feller Empire St	ate
Plaza in Albany, New York 12242 (h	nereinafter "Co	mmissioner",	"OGS" or "Sta	te"), and (Compa	any
Name), (hereinafter "Contractor"), v	vith an office a	at		·	

WITNESSETH:

WHEREAS, NYS OGS is responsible for the optimization project at the Shirley A. Chisholm State Office Building and in fulfilling its responsibility deems it necessary to obtain a qualified Contractor to provide doors, frames and hardware; 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 door, frames and hardware, 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 fees 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 at length herein. This contract will be established with a not to exceed value of \$_______. Services performed beyond this amount will not be compensated.

2. TERM

This Agreement shall commence upon OSC approval and will be in effect for one (1) year.

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 Quote No. 2424, which is annexed as Appendix "B" hereto, and the Contractor's bid, annexed as Appendix "C" hereto, except as such Appendices B and C have been revised by the terms hereof. Appendix B is hereby incorporated by reference and made a part hereof with the same force and effect as if set forth at length herein.

4. TERMINATION

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

A. Termination

The Office of General Services may, upon thirty (30) days' notice, terminate the contract resulting from this RFQ 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 RFQ upon ten (10) days written notice if the Contractor makes any arrangement for the assignment for the benefit of creditors.

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

B. Procurement Lobbying Termination

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

C. Effect of Termination

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

5. RECORDS

The Contractor will maintain accurate records and accounts of services performed and monies expended under this Agreement. Such records will be maintained for six (6) years following the close of the State fiscal year to which they pertain and will be made available to representatives

of OGS or the New York State Comptroller, as may be necessary for auditing purposes, upon request.

6. TAXES

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

7. INDEPENDENT CONTRACTOR

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

8. APPENDIX A

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

9. ASSIGNMENT

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

10. LAW

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

11. CONDITIONS PRECEDENT

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

12. ENTIRE AGREEMENT

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

13. EXECUTORY CLAUSE

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

14. INCONSISTENCIES

In the event of any discrepancy, disagreement or ambiguity between this contract agreement and Appendix B "Solicitation" and/or Appendix C "Bid", or between any Appendices, the documents

shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

- 1. Appendix A
- 2. This Contract Agreement
- 3. Appendix B Solicitation #2424 including Addenda
- 4. Appendix C Contractor's Bid

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

15. FORCE MAJEURE

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

16. ASSIGNMENT BY STATE

The State agrees not to assign this Agreement without prior notice to and reasonable consent of the Contractor provided, however, that this Agreement may be assigned without such consent to another agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the pertinent functions of OGS as an agency are transferred to a successor agency or subdivision of the State.

17. NOTICES

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Agreement shall be in writing and shall be validly given when mailed by registered or certified mail, overnight carrier or hand delivered, (i) if to the State, addressed to the State at its address set forth above, and (ii) if to Contractor, addressed to Contractor at its address set forth above. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Agreement by giving fifteen (15) days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purposes of this Agreement.

18. CAPTIONS

The captions contained in this Agreement are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

19. SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any

effect on the validity of the remainder of this Agreement, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Agreement.

20. 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. OGS01- C00XXXX-1140000

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

APPROVED

Attorney General

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 or
; 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
(If a limited liability company): _he is a duly authorized member of
Notary Public
Registration No State of:

Sample Contract Appendix A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

[Text not included at this time because it is included elsewhere in the solicitation. Will be added when contract is finalized]

Sample Contract Appendix B



Sample Contract Appendix C



RFQ Appendix D – Insurance Requirements

Insurance Requirements

The Bidder shall be required to procure, at its sole cost and expense, all insurance required by this Attachment.

The Bidder shall be required to provide proof of compliance with the requirements of this Attachment, as follows:

- Proof of all insurance required by Section B below shall be provided in accordance with the provisions hereof;
- After award, the Contractor shall be required to provide proof of all insurance after renewal or upon request according to the timelines set forth in Section A.13 below.

Contractors shall be required to procure, at their sole cost and expense, and shall maintain in force at all times during the term of any Contract resulting from this Solicitation, policies of insurance as required by this Attachment. All insurance required by this Attachment shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this Attachment should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. OGS may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Bidders and Contractors shall deliver to OGS evidence of the insurance required by this Solicitation and any Contract resulting from this Solicitation in a form satisfactory to OGS. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by OGS does not, and shall not be construed to, relieve Bidders or Contractors of any obligations, responsibilities or liabilities under this Solicitation or any Contract resulting from this Solicitation.

The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract.

- **A. General Conditions Applicable to Insurance**. All policies of insurance required by this Solicitation or any Contract resulting from this Solicitation shall comply with the following requirements:
 - 1. Coverage Types and Policy Limits. The types of coverage and policy limits required from Bidders and Contractors are specified in Paragraph B *Insurance Requirements* below.

- **2. Policy Forms**. Except as otherwise specifically provided herein, or agreed to in the Contract resulting from this Solicitation, all policies of insurance required by this Attachment shall be written on an occurrence basis.
- 3. Certificates of Insurance/Notices. Bidders and Contractors shall provide OGS with a Certificate or Certificates of Insurance, in a form satisfactory to OGS as detailed below, and pursuant to the timelines set forth in Section B below. Certificates shall reference the Solicitation or award number and shall name The New York State Office of General Services, Agency Procurement Office, 32nd Floor, Corning Tower, Empire State Plaza, Albany, New York 12242 as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to OGS and in accordance with the New York State Insurance Law (e.g., an ACORD certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section of the Certificate or on a submitted endorsement: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

OGS generally requires Contractors to submit only certificates of insurance and additional insured endorsements, although OGS reserves the right to request other proof of insurance. Contractors should refrain from submitting entire insurance policies, unless specifically requested by OGS. If an entire insurance policy is submitted but not requested, OGS shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by OGS does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation.

4. **Primary Coverage.** All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees shall be excess of and shall not contribute with the Bidder/Contractor's insurance.

- 5. Breach for Lack of Proof of Coverage. The failure to comply with the requirements of this Attachment at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.
- 6. **Self-Insured Retention/Deductibles**. Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from OGS. Such approval shall not be unreasonably withheld, conditioned or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Bidder/Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.
- 7. Subcontractors. Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Attachment and maintain the same in force during the term of any work performed by that Subcontractor. An Additional Insured Endorsement CG 20 38 04 13 (or the equivalent) evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor and pursuant to the timelines set forth in Section A.13. below, as applicable. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies.
- 8. Waiver of Subrogation. For all liability policies and the workers' compensation insurance required below, the Bidder/Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.
- **9.** Additional Insured. The Contractor shall cause to be included in each of the liability policies required below coverage for on-going and completed operations naming as additional insureds (via ISO coverage forms CG 20 10 04 13 or CG 20 38 04 13 and CG 20 37 04 13

and form CA 20 48 10 13, or a form or forms that provide equivalent coverage): The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to OGS pursuant to the timelines set forth in Section B below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Attachment had the Contractor obtained such insurance policies.

- 10. Excess/Umbrella Liability Policies. Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.
- 11. Notice of Cancellation or Non-Renewal. Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide OGS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.
- 12. Policy Renewal/Expiration Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation shall be delivered to OGS. If, at any time during the term of any Contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation or any Contract resulting from this Solicitation, or proof thereof is not provided to OGS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by OGS.
- 13. Deadlines for Providing Insurance Documents after Renewal or Upon Request. As set forth herein, certain insurance documents must be provided to the OGS Agency Procurement Office contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to OGS as soon as possible but in no event later than the following time periods:
 - For certificates of insurance: 5 business days
 - For information on self-insurance or self-retention programs: 15 calendar days
 - For other requested documentation evidencing coverage: 15 calendar days
 - For additional insured and waiver of subrogation endorsements: 30 calendar days

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to OGS, OGS shall

extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

B. Insurance Requirements

Bidders and Contractors shall obtain and maintain in full force and effect, throughout the term of any Contract resulting from this Solicitation, at their own expense, the following insurance with limits not less than those described below and as required by the terms of any Contract resulting from this Solicitation, or as required by law, whichever is greater:

Insurance Typ	Proof of Coverage is Due		
Commercial General Liability	Upon notification of		
General Aggregate	\$2,000,000	tentative award and	
Products – Completed Operations Aggregate	\$2,000,000	updated in accordance with Contract	
Personal and Advertising Injury	\$1,000,000		
Business Automobile Liability Insurance			
Workers' Compensation			
Disability Benefits	·		

1. Commercial General Liability Insurance: Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage.

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate
- Products Completed Operations Aggregate
- Personal and Advertising Injury
- Each Occurrence

Coverage shall include, but not be limited to, the following:

- Premises liability arising from operations;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under the Contract;
- Cross liability for additional insureds; and
- Products/completed operations for a term of no less than one (1) year, commencing upon acceptance of the work, as required by the Contract.
- 2. Business Automobile Liability Insurance: Such insurance shall cover liability arising out of automobiles used in connection with performance under the Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract on a form provided by OGS. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to OGS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

3. Workers' Compensation Insurance and Disability Benefits Requirements

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid or any contract renewal. A Bidder will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to OGS. Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to OGS at the time of notification of tentative award, policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

Proof of Compliance with Workers' Compensation Coverage Requirements:

- Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov);
- Form C-105.2 (9/15), Certificate of Workers' Compensation Insurance, sent to OGS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to OGS upon request from the Contractor; or
- Form SI-12, Certificate of Workers' Compensation Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
- Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

 Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov);

- Form DB-120.1, Certificate of Disability Benefits Insurance, sent to OGS by the Contractor's insurance carrier upon request; or
- Form DB-155, Certificate of Disability Benefits Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website, http://www.wcb.ny.gov. Once on the site, click on the Employers/Businesses tab and then click on Employers' Handbook.

Contractor acknowledges that failure to obtain and/or keep in effect any or all required insurance on behalf of OGS constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to OGS. Contractor's failure to obtain and/or keep in effect any or all required insurance shall also provide the basis for OGS' immediate termination of any contract resulting from this Solicitation, subject only to a five (5) business day cure period. Any termination by OGS under this section shall in no event constitute or be deemed a breach of any contract resulting from this Solicitation and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.

RFQ Appendix E – M/WBE and EEO Requirements

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR"), the New York State Office of General Services ("OGS") is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-Owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OGS contracts.

II. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for MWBEs. Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State, or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, suspension or termination of the Contract, and/or such other actions or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.
 - 1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of

services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.

2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

B. Form EEO 100 - Staffing Plan

To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

- C. Form EEO 101 Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services")
 - 1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.
 - 2. Separate forms shall be completed by Contractor and all subcontractors.
 - 3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.
- D. Contractor shall comply with the provisions of the Human Rights Law and all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal and conviction and prior arrest.

IV. Contract Goals

A. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers, or suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed

at: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528.

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

B. Good Faith Efforts

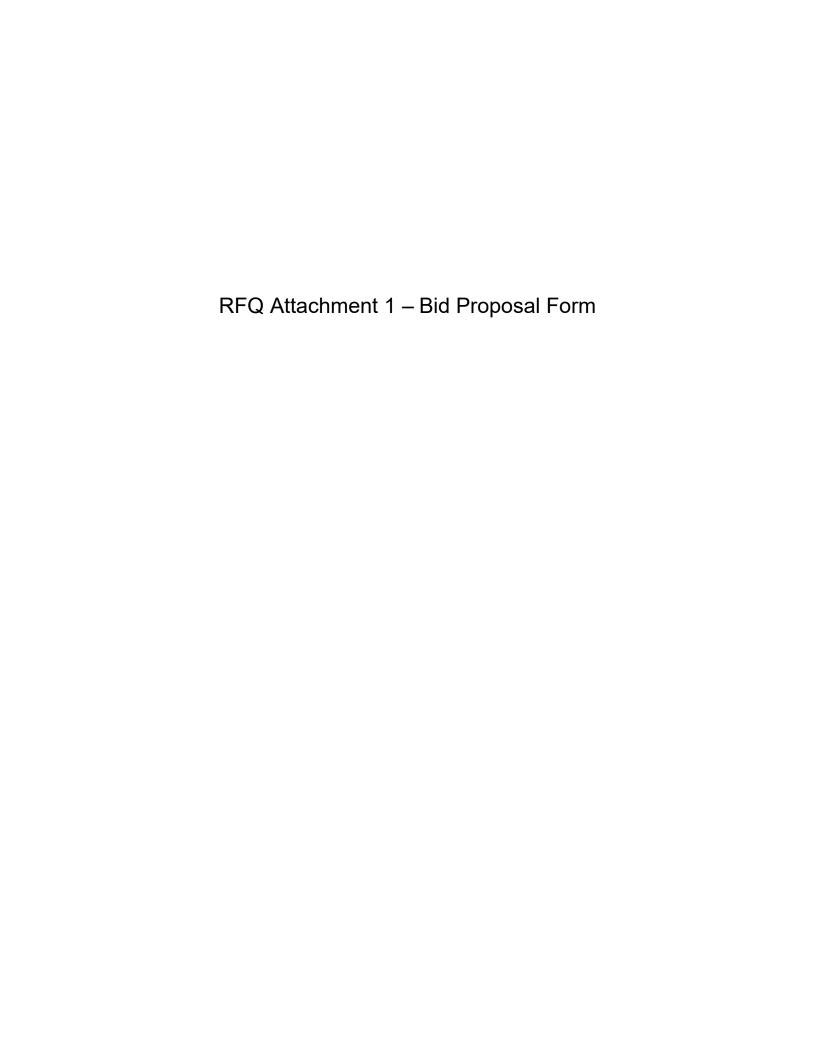
Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:

- 1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
- 2.A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- 3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
- 4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
- 5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
- 6. Other information deemed relevant to the request.

V. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: https://ogs.ny.gov/mwbe/forms



RFQ ATTACHMENT 1 - BID PROPOSAL FORM

NYS Office of General Services Financial Administration 32nd FL - Corning Tower, Empire State Albany, NY 12242	CONTRACT NO(to be completed by age				
Bidder Name:		Date:			
The Bidder listed above agrees to provide a specifications required by this solicitation. Fancillary cost of performing the services as	Furthermore, the Con	tractor's bid is to be inclusive o			
The rates bid by the Contractor shall be equiple clients for like services.	ıal to or lower than aı	ny rates provided by the bidder	to other		
Bidders are required to complete, date, s of the Bid Form.	ign and return thre	e (3) originals and one (1) ex	act copy		
Fabrication of Doors, Fra Hardware, Etc. Per Floor		Total			
Floor 6		\$			
Floor 8		\$ \$			
Floor 11 Floor 12		\$			
Grand Total		\$			
Early payment discounts offered		after receipt of proper invoic after receipt of proper invoic			
PRINT NAME / TITLE	COMPANY				
SIGNATURE	DATE				

RFQ Attachment 2

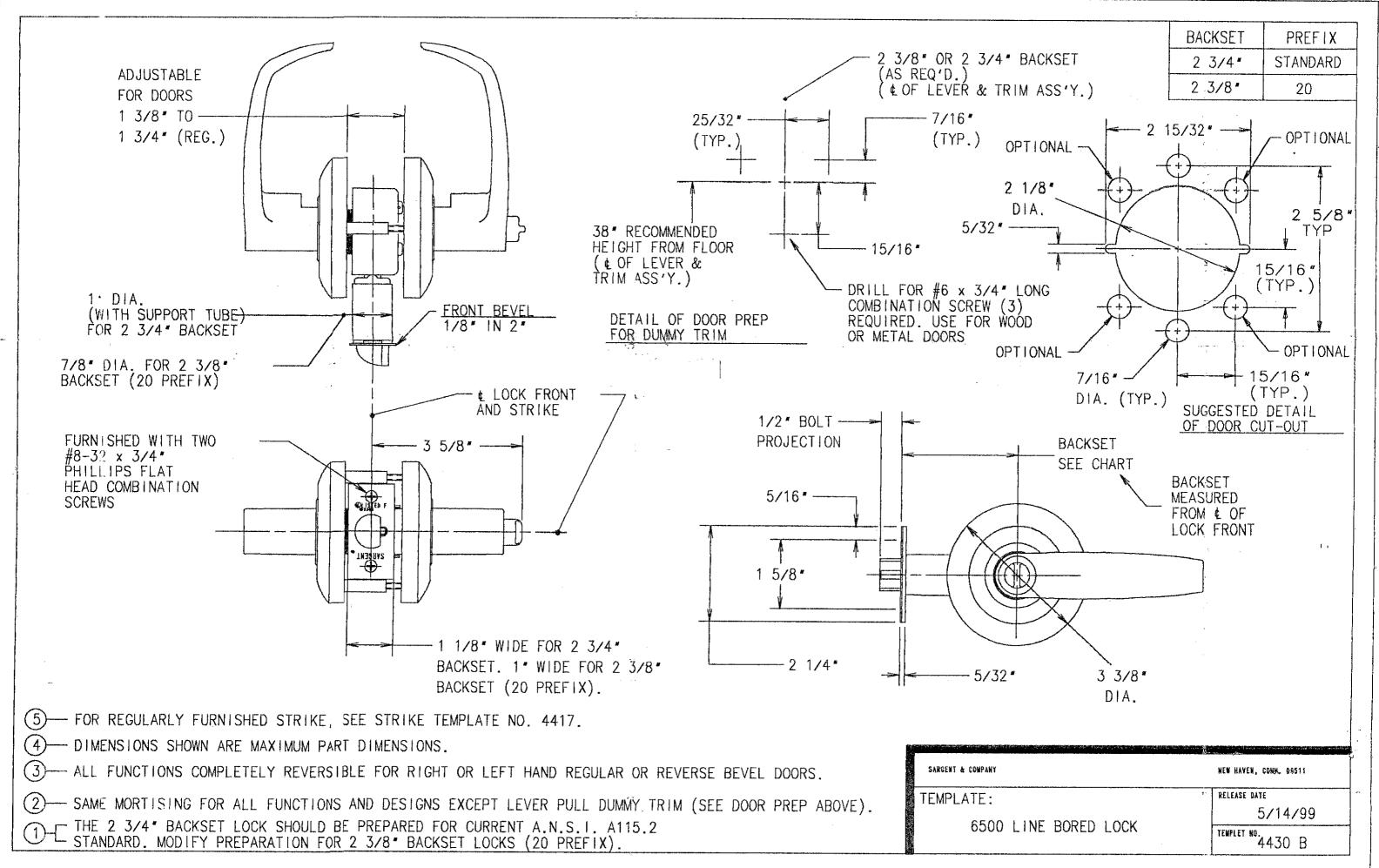
Bid Submission Checklist

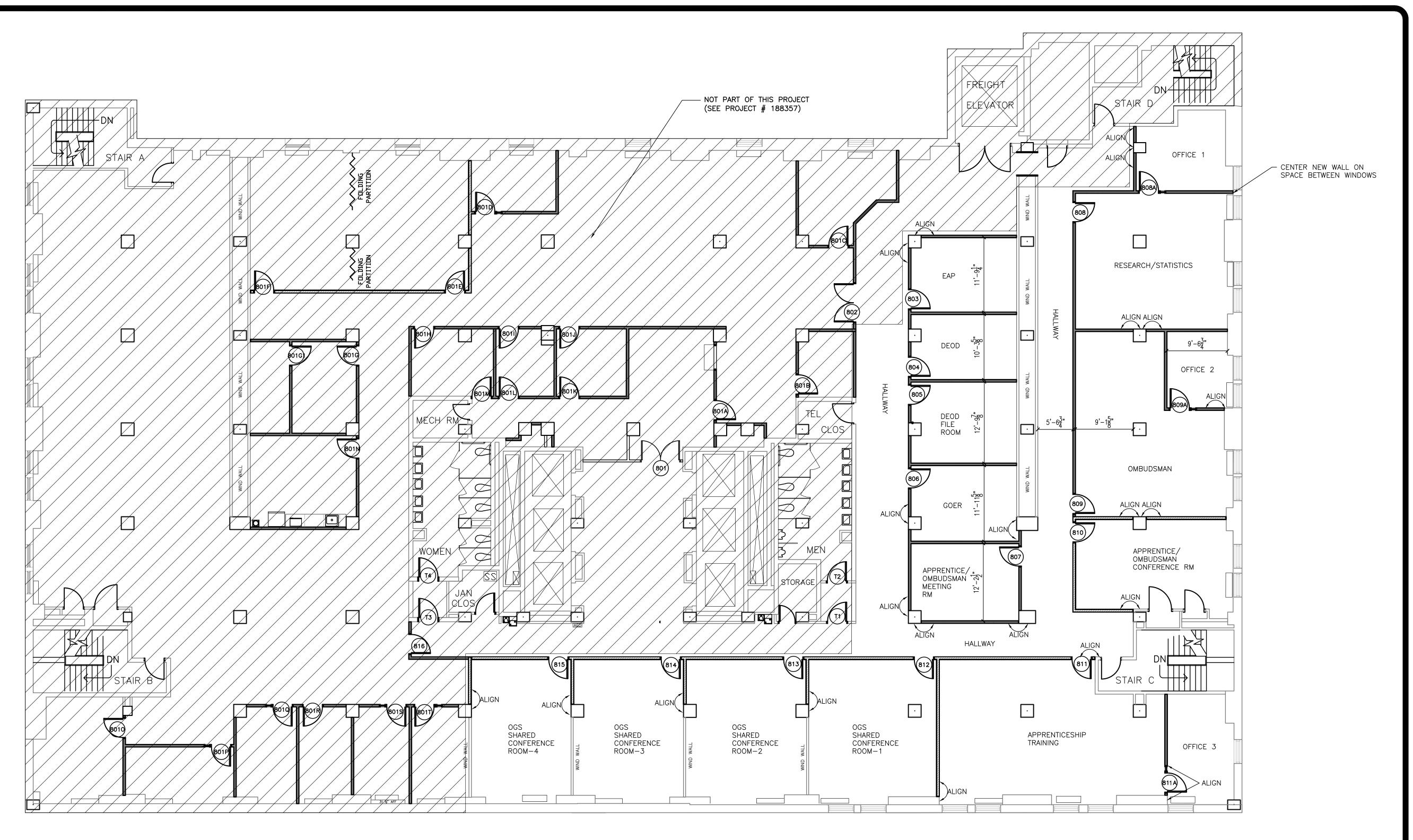
Attachment 2 - Bid Submission Checklist

Section	Checklist Item	Check	Page # in
		Box	Submission
Attachment 1	Bid Proposal Form - 3 Originals and 1 Copy		
Attachment 2	Sample Submission Checklist		
3.2.1	Cover Letter – 3 Originals and 1 Copy		
	Minimum Proposer Qualifications – 3 Originals and 1 Copy		
3.2.2	 Bidder must have been established in the business of fabricating doors, frames, and hardware of a similar scope and scale for a minimum of three years. Bidder must be a New York State Certified Minority/Women Owned Business Enterprises (M/WBE), Service-Disabled Veteran Owned Business (SDVOB), or a New York State Small Business (SBE). 		
3.2	Administrative Proposal – 3 Originals and 1 Copy		
Appendix B	Contractor Information Page		
Appendix B	Corporate Acknowledgement (must be notarized)		
Appendix B	Offerer's Affirmation of Understanding and Agreement with, pursuant to NYS Finance Law §139-j(3) and §139-j (6)(b)		
Appendix B	Offerer Disclosure of Prior Non-Responsibility Determinations		
Appendix B	Offerer's Certification of Compliance with State Finance Law §139-k(5)		
Appendix B	NYS Required Certifications – Nondiscrimination In Employment In Northern Ireland Macbride Fair Employment Principles, Non-Collusive Bidding Certification, Diesel Emission Reduction Act, Executive Order No. 177 Certification, State Finance Law § 139-I Certification, Small Business Certification		

Appendix B							
Appendix B							
Appendix B	EEO 100 – Equal Employment Opportunity Staffing Plan						
3.2	Signed bid addenda (if any)						
3.4							
I certify, with my signature below, that all required information listed above is completed and included in this bid submission. Authorized Signature: Date:							
Print Name and Title:							
Company represented:							
Signee must be the same as on Corporate Acknowledgement Page							

RFQ Exhibit 1 – Chisholm Door Schedule





1 CONSTRUCTION PLAN

SCALE: 1/8" = 1'-0"

WALL LEGEND

EXISTING WALL TO REMAIN

NEW WALL TYPE 1 TO BE INSTALLED, SEE DETAIL ON 1/A-602

NEW WALL TYPE 2 TO BE INSTALLED, SEE DETAIL ON 2/A-602

EXISTING DOOR NOTES:

 REPAIR & PAINT ALL EXISTING TO REMAIN DOORS AND WINDOW FRAMES AS REQUIRED,

GENERAL CONSTRUCTION NOTES:

- 1. REVIEW GENERAL NOTES PRIOR TO COMMENCEMENT OF THE WORK.
- 2. DOOR OPENINGS TO BE LOCATED 4" FROM ADJACENT WALL U.O.N. DOOR OPENINGS IN ALL AREAS, WHICH ARE ADJACENT TO CASEWORK OR OTHER FIXED EQUIPMENTS SHALL BE 4" FROM THE FACE OF CASEWORK OR FIXED EQUIPMENT, U.O.N.
- 3. VERIFY DIMENSIONS SHOWN, NOTIFY DESIGNER OF RECORD OF ANY DISCREPANCY IN DIMENSIONS PRIOR TO PROCEEDING WITH THE WORK IN THAT AREA.
- 4. IN AREAS WHERE PREVIOUS REMOVALS OR EXISTING CONDITIONS HAS CAUSED UNEVENNESS OF THE FLOOR SLAB, PATCH AND LEVEL THE EXISTING SLAB TO MATCH EXISTING ADJACENT SLAB CONSTRUCTION. COORDINATE WITH FINISH PLANS/DETAILS.
- 5. GYPSUM BOARD CONSTRUCTION ADJOINING EXISTING CONSTRUCTION IN THE SAME PLANE SHALL BE FLUSH WITH NO VISIBLE JOINTS, UNLESS OTHERWISE NOTED.
- 6. THE WORK SHALL INCLUDE ALL REMOVALS AND ASSOCIATED PATCHING NOT SPECIFICALLY INDICATED ON DRAWINGS BUT NECESSARY FOR THE COMPLETION OF THE WORK.
- 7. WALLS WHICH ABUT GLAZING MULLIONS SHALL BE CENTERED ON THE MULLION.

WALL DIMENSIONS

1. ALL WALL DIMENSIONS SHOWN ARE FROM STUD TO STUD <u>OR</u> STUD TO FINISH FACE OF EXISTING WALL OR COLUMN, UON

ROOM FINISH SCHEDULE-8TH FLOOR

	1					
	FLOOR	FLOOR	WALL	C	EILING	
ROOM NAME	MATL	MATL	MATL	MATL		NOTES
NOOW NAME	CARPET	ΓΛΙ	сур вр	AC	HEIGHT	NOTES
HALLWAY	X		X	X	7'-11" (+/-)	
EAP	X		X	Χ	7'-11" (+/-)	
DEOD	X		Χ	Χ	7'-11" (+/-)	
DEOD FILE ROOM	X		X	Χ	7'-11" (+/-)	
GOER	X		X	Х	7'-11" (+/-)	
APPRENTICE/ OMBUDSMAN MEETING RM	X		X	X	7'-11" (+/-)	
OFFICE 1	Х		X	Χ	7'-11" (+/-)	
RESEARCH/STATISTICS	X		X	Χ	7'-11" (+/-)	
OFFICE 2	X		Χ	Χ	7'-11" (+/-)	
OMBUDSMAN	X		Χ	X	7'-11" (+/-)	
APPRENTICE/ OMBUDSMAN CONFERENCE RM	X		Χ	X	7'-11" (+/-)	
APPRENTICESHIP TRAINING	X		Χ	X	7'-11" (+/-)	
OFFICE 3	Χ		Χ	Χ	7'-11" (+/-)	
OGS SHARED CONFERENCE RM-1	Χ		Χ	X	7'-11" (+/-)	
OGS SHARED CONFERENCE RM-2	X		Χ	X	7'-11" (+/-)	

OGS SHARED CONFERENCE RM-3

OGS SHARED CONFERENCE RM-4

CARPET, PAINT & LVT:

CARPET:
TANDUS CENTIVA
STYLE: AFTERMATH II

STYLE: AFTERMATH II (03026)
BACKING: FLEXAIRE CUSHION BACKING
COLOR: FLEECE (23508)
SHOULD BE INSTALLED AT A QUARTER TURN.

LVT:
INTERFACE BOUNDARY METALLICS
STYLE: A006
COLOR: A00607 DESERT SHADOW
WALL & CONVECTOR PAINT COLOR:

WALL & CONVECTOR PAINT COLOR: ANCIENT IVORY: OC-133 BENJAMIN MOORE

ABBREVIATIONS:

LVT — LUXURY VINYL TILE

GYP BD — GYPSUM BOARD

AC — ACOUSTICAL CEILING TILES

(SEE SPECIFICATION ON REFLECTED CEILING PLAN)

NEW YORK STATE OF OPPORTUNITY. Office of General Services

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WARNING: THE ALTERATI

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CONSTRUCTION

FLOOR 8 GUT REHAB FOR DOL (OPTIMIZATION)

SHIRLEY A. CHISHOLM SOB
55 HANSON PLACE
BROOKLYN, NY 11217

OFFICE OF GENERAL SERVICES

DRAWING	NUM
5.0	

07/24/2019 FINAL DRAWINGS
06/28/2019 FIELD CHECK & REVIEW
8/27/2018 SPACE PLANS
DATE DESCRIPTION

PROJECT 199430

SPACE PLANNER KRYSTYNA M. CARDISH

DESIGNER: YSP

DESIGNER: YSP

DRAWN BY: -
APPROVED BY: YSP

SHEET TITLE:

TLE:

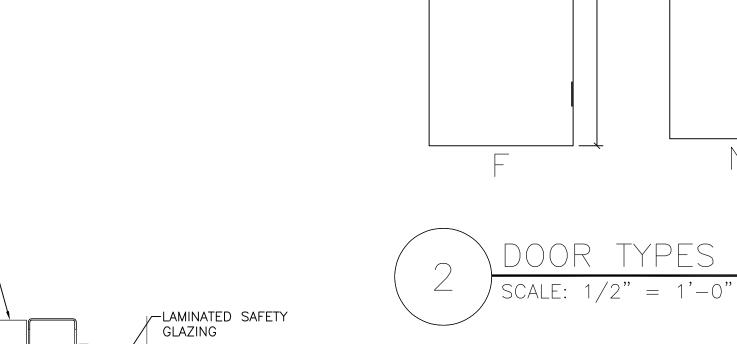
CONSTRUCTION PLAN & ROOM FINISH SCHEDULE

SHEET NUMBER:

A-102

DOOR SCHEDULE ABBREVIATIONS							
DOOR MATERIALS	GLASS TYPE						
WD: WOOD DF: MASONITE ARCHITECTURAL, ASPIRO SERIES, NATURAL BIRCH, NUTMEG EXTG.: EXISTING	LS: $4"X25"X_4^1"$ THICK LAMINATED SAFETY GLASS SIDE LIGHT: $1'-2"X5'-4"X_4^1"$ THICK LAMINATED SAFETY GLASS OR APPROVED EQUAL						
FRAME MATERIALS	HAND TYPE						
KDHM: KNOCK DOWN HOLLOW METAL (16 GAUGE, A60 GALVANNEALED STEEI, HEAVY DUTY STRIKE REINFORCEMENTS DOOR FRAME TO BE PAINTED GRAY AFTER INSTALLATION	LH: LEFT HAND LHR: LEFT HAND REVERSE RH: RIGHT HAND RHR: RIGHT HAND REVERSE						
DOOR TYPES F: FLUSH	ANCHOR TYPES						
NV: NARROW VISION (4x25) FSL: FLUSH WITH SIDELITE	KD: KNOCK DOWN FRAME ANCHOR EWA: EXISTING WALL ANCHOR						

- 3 HEAVY WEIGHT, FULL MORTISE, BALL BEARING, STEEL HINGES
 1 HEAVY DUTY SURFACE DOOR CLOSER FOR BARRIER FREE OPENING FOR 3 HEAVY WEIGHT, FULL MORTISE, BALL BEARING, STEEL HINGES ACCESSIBILITY BY THE PHYSICALLY DISABLED. CLOSURES ARE NON-SIZED W/ SPRING POWER ADJUSTABILITY & PARALLEL ARM W/ CUSH (COMPRESSION) STOP ARM
- 1 LEVER HANDLES & ESCUTCHEONS SET (PAIR, W/ SPINDLE) 1 CONVENTIONAL MORTISE CYLINDER
- 1 CARRY BAR C2 DOOR SILENCERS ELECTRIC STRIKE
- CARD READER
- 3 HEAVY WEIGHT, FULL MORTISE, BALL BEARING, STEEL HINGES 1 LEVER HANDLES & ESCUTCHEONS SET (PAIR, W/ SPINDLE) 1 CONVENTIONAL MORTISE CYLINDER 1 CARRY BAR C2 DOOR SILENCERS 1 OFFICE LOCK SET
- 3 HEAVY WEIGHT, FULL MURTISE, DALL DESIGNATION, STATES 1 LEVER HANDLES & ESCUTCHEONS SET (PAIR, W/ SPINDLE) 3 HEAVY WEIGHT, FULL MORTISE, BALL BEARING, STEEL HINGES 1 CONVENTIONAL MORTISE CYLINDER 1 CARRY BAR C2 DOOR SILENCERS 1 STORE RM LOCK SET



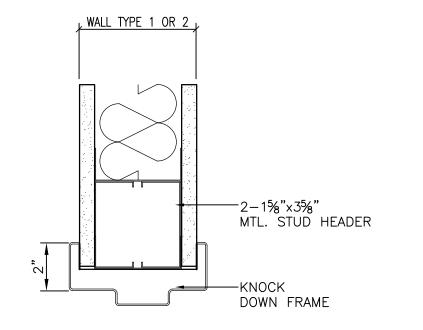
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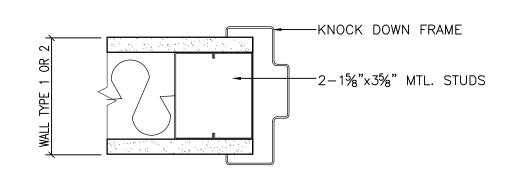
A-601

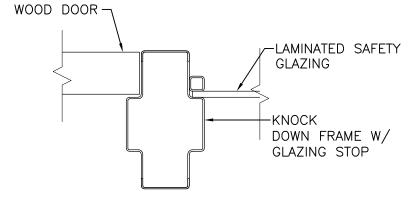
4'-10"

A-601

- VISION PANEL

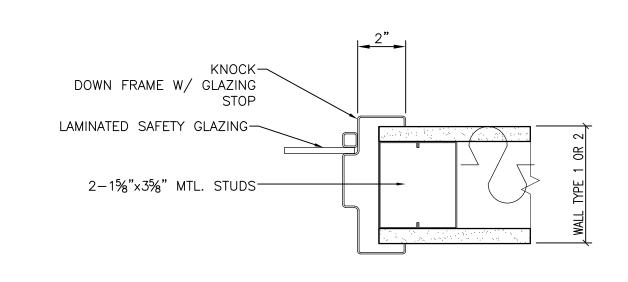


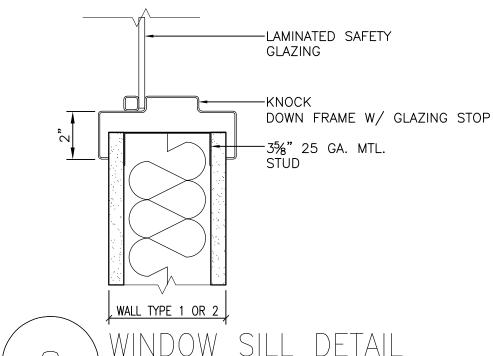


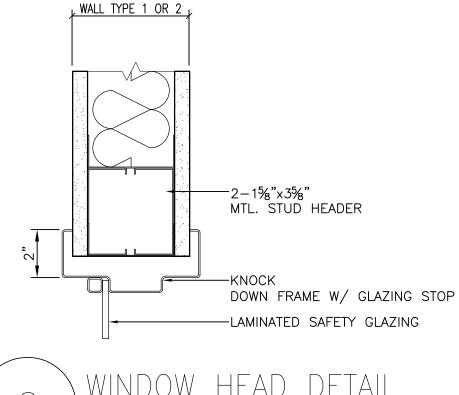


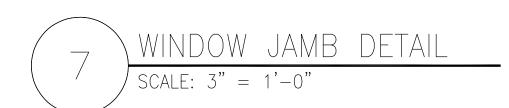


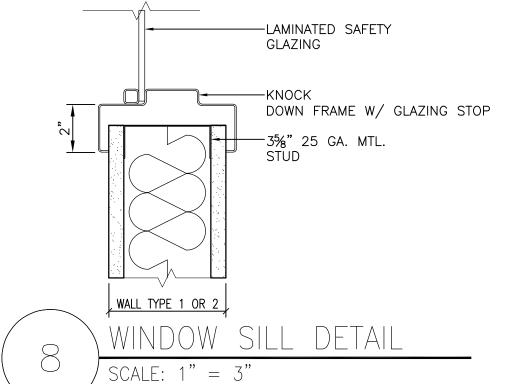














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- SIDE

LIGHT

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CONSTRUCTION

FLOOR 8 GUT REHAB FOR DOL (OPTIMIZATION)

SHIRLEY A. CHISHOLM SOB 55 HANSON PLACE BROOKLYN, NY 11217

OFFICE OF GENERAL SERVICES

DRAWING NUMBER:

07/24/2019 | FINAL DRAWINGS 06/28/2019 | FIELD CHECK & REVIEW 8/27/2018 | SPACE PLANS DATE DESCRIPTION 199430 NUMBER:

KRYSTYNA M. CARDISH SPACE PLANNER DESIGNER: YSP DRAWN BY: APPROVED BY: YSP

SHEET TITLE:

DOOR SCHEDULE & DETAILS

SHEET NUMBER:

A - 601

WALL LEGEND

EXISTING WALL TO REMAIN

7'-11" HIGH NEW WALL TO BE INSTALLED, SEE DETAIL ON 2/A-102

7'-6" HIGH NEW WALL TO BE INSTALLED, SEE DETAIL ON 2/A-102

3'-10" HIGH PARTIAL HT. WALL (KNEE WALL) TO BE INSTALLED, SEE DETAIL ON 3, 4/A-401

CONSTRUCTION NOTES:

- ALL WORK SHALL CONFORM TO THE NEW YORK STATE UNIFORM CODE AND/OR OTHER CODES, REFERENCE STANDARDS, RULES OR REGULATIONS.
- 2. MAINTENANCE OF SAFE CONDITIONS REQUIRED SAFETY ELEMENTS SUCH AS EXITS, EXISTING STRUCTURAL MEMBERS, FIRE PROTECTION DEVICES AND SANITARY SAFEGUARDS SHALL BE MAINTAINED AT ALL TIMES, EXCEPT WHERE THE BUILDING IS NOT OCCUPIED OR WHERE SUCH REQUIRED ELEMENTS ARE BEING ALTERED OR REPAIRED AND ADEQUATE SUBSTITUTE PROVISIONS ARE MADE.
- 3. MEANS OF EGRESS. AN APPROVED PERMANENT OR TEMPORARY MEANS OF EGRESS SHALL BE MAINTAINED.
- 4. ALL ADJACENT AREAS TO WORK AREA ARE TYPE B OCCUPANCY, OCCUPIED.
- 5. DAMAGE CAUSED BY EXECUTION OF THIS WORK TO EXISTING CONSTRUCTION TO REMAIN SHALL BE REPAIRED TO ORIGINAL CONDITION OR REPLACED.
- 6. PATCH AND REPAIR EXISTING WALLS, FLOOR AND CEILING AS NECESSARY, MATCH EXISTING.
- 7. INTERIOR WALL SHALL MEET INTERIOR FINISH REQUIREMENTS PER IBC TABLE 803.11.
- 8. PAINT ALL EXISTING WALL SURFACES & CONVECTOR PAINT COLOR: ANCIENT IVORY: OC-133 BENJAMIN MOORE
- 9. FIELD VERIFY EXISTING DIMENSIONS AND CONDITIONS.

ROOM FINISH SCHEDULE

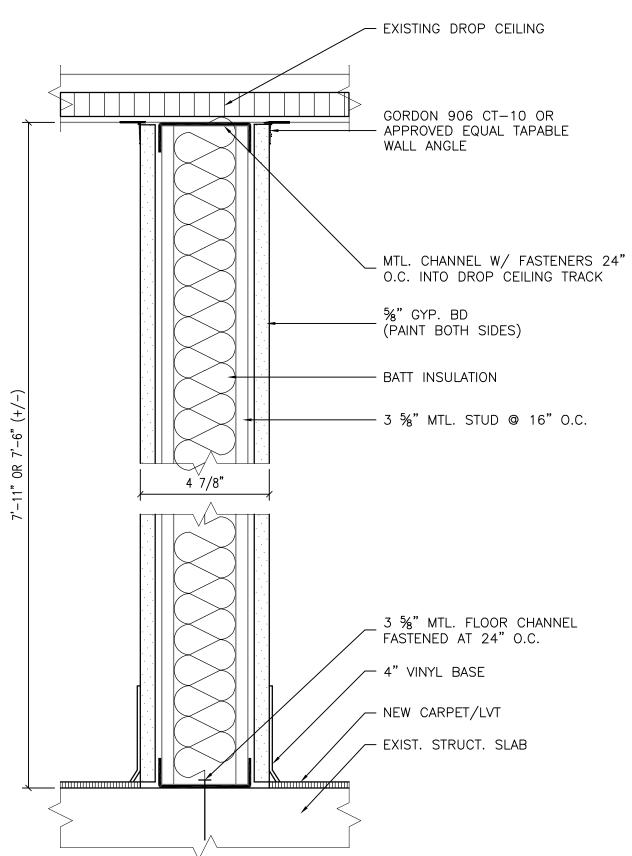
		FLOOR	FLOOR		CE	ILING	
	ROOM NAME	MATL	MATL		MATL		NOTES
		CARPET	LVT	сур во	AC	HEIGHT	NOTES
	HALLWAY	EXISTING		•	•	7'-6"	
	WAITING-1	•		•	•	7'-6"	
	LARGE CONF.	•		•	•	7'-6"	
	ENCLAVE	•		•	•	7'-6"	
	BREAK RM		•	•	•	7'-6"	
	SERVER RM		•	EXTG.	•	7'-6"	
	STORAGE	•		•	•	7'-6"	
	PRIVATE OFFICE-1	•		•	•	7'-6"	
	SECURE FILE RM	•		•	•	7'-11"	
	CONFERENCE -1	•		•	•	7'-11"	
	OPEN OFFICE	•		•	•	7'-11"	
	PRIVATE OFFICE-2	•		•	•	7'-11"	
	CONFERENCE-2	•		•	•	7'-11"	
	HEARING RM	•		•	•	7'-11"	
	SECURE STORAGE	•		•	•	7'-11"	
	CONFERENCE-3	•		•	•	7'-11"	
	WAITING-2	•		•	•	7'-11"	

CARPET, PAINT & LVT:

CARPET:
TANDUS CENTIVA
STYLE: AFTERMATH II (03026)
COLOR: FLEECE (23508)
SHOULD BE INSTALLED AT A QUARTER TURN.

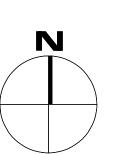
LVT: INTERFACE BOUNDARY METALLICS STYLE: A006 COLOR: A00607 DESERT SHADOW

WALL & CONVECTOR PAINT COLOR:
ANCIENT IVORY: OC-133
BENJAMIN MOORE



2 NEW WALL (SECTION)

SCALE: 3" = 1'-0"



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CONSTRUCTION

6TH FLOOR OPTIMIZATION

LOCATION:
SHIRLEY A. CHISHOLM
55 HANSON PLACE

CLIENT:
OFFICE OF GENERAL SERVICES &
NYS DIVISION OF TAX APPEALS

BROOKLYN, NY 11217

DRAWING NUMBER:

07/23/2019 REV02
07/11/2019 REV01
03/22/2019 FINAL DRAWINGS
02/19/2019 FIELD CHECK & REVIEW
01/25/2019 REMOVAL DRAWINGS
12/20/2018 SPACE PLANS_REV3
MARK DATE DESCRIPTION

PROJECT NUMBER: 188482

SPACE PLANNER KRYSTYNA M. CARDISH
DESIGNER: YSP
DRAWN BY: --

APPROVED BY: YSP
SHEET TITLE:

CONSTRUCTION PLAN, ROOM FINISH SCHEDULE & WALL DETAIL

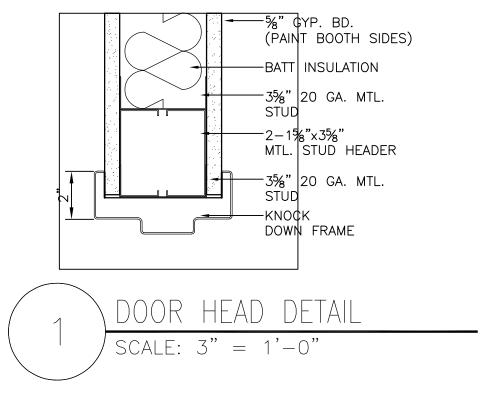
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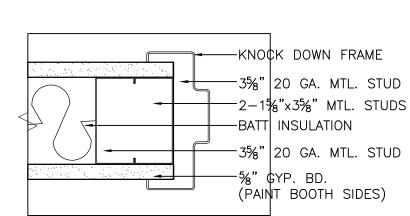
A - 102

3'-4"

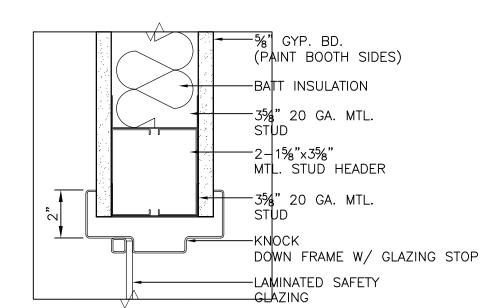
FRAME TYPE

SCALE: 1/2" = 1'-0"

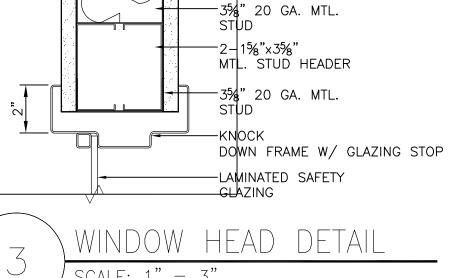






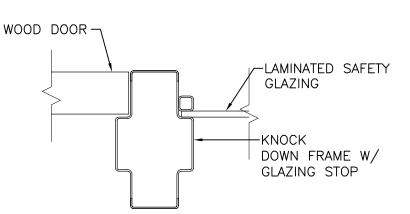


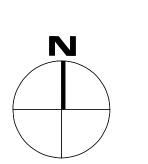
SCALE: 1" = 3"



-LAMINATED SAFETY GLAZING
-KNOCK DOWN FRAME W/ GLAZING STOP -3%" 20 GA. MTL. STUD -BATT INSULATION -%" GYP. BD. (PAINT BOOTH SIDES)

SCALE: 1" = 3"





DOOR SCHEDULE ABBREVIATIONS THE FOLLOWING ABBREVIATIONS FOR USE WITHIN SCHEDULE; INPUT PROPER ABBREVIATIONS FOR DOOR PROPERTIES (EXTENDED DATA TAB) DOOR MATERIALS GLASS TYPE

LS: LAMINATED SAFETY

FRAME MATERIALS HA	
A60 GALVANNEALED STEEI, HEAVY DUTY STRIKE LHF REINFORCEMENTS.	LEFT HAND R: LEFT HAND REVERSE RIGHT HAND R: RIGHT HAND REVERSE

DOOR FINISH: MASONITE ARCHITECTURAL, ASPIRO

DOOR TYPES FLUSH

SERIES, NATURAL BIRCH, NUTMEG

NARROW VISION (4x25) FLUSH WITH SIDELITE LVR: LOUVERS

ANCHOR TYPES

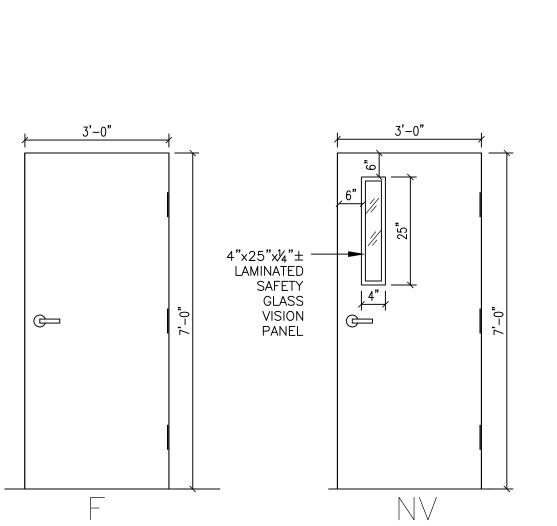
KD: KNOCK DOWN FRAME ANCHOR EXISTING WALL ANCHOR

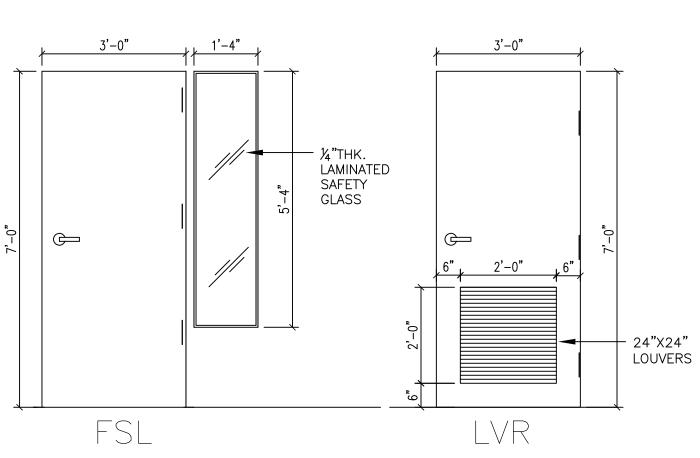
HARDWARE SETS:

- 3 HEAVY WEIGHT, FULL MORTISE, BALL BEARING, STEEL HINGES \perp 1 LEVER HANDLES & ESCUTCHEONS SET (PAIR, W/ SPINDLE)
 - 1 CONVENTIONAL MORTISE CYLINDER
- 1 CARRY BAR C2 DOOR SILENCERS 1 ENTRANCE LOCK SET
- 3 HEAVY WEIGHT, FULL MORTISE, BALL BEARING, STEEL HINGES 3 HEAVY WEIGHT, FULL MURTISE, DALL DEANING, STELL TIMES
 1 HEAVY DUTY SURFACE DOOR CLOSURES FOR BARRIER FREE OPENING FOR ACCESSIBILITY BY THE PHYSICALLY DISABLED. CLOSURES ARE NON-SIZED W/ SPRING POWER ADJUSTABILITY & PARALLEL ARM W/ CUSH (COMPRESSION)
 - 1 LEVER HANDLES & ESCUTCHEONS SET (PAIR, W/ SPINDLE)
 - 1 CONVENTIONAL MORTISE CYLINDER 1 CARRY BAR C2 DOOR SILENCERS
 - ELECTRIC STRIKE CARD READER
- ____ 3 HEAVY WEIGHT, FULL MORTISE, BALL BEARING, STEEL HINGES $\langle 3 \rangle$ 1 LEVER HANDLES & ESCUTCHEONS SET (PAIR, W/ SPINDLE) 1 CONVENTIONAL MORTISE CYLINDER
 - 1 CARRY BAR C2 DOOR SILENCERS ELECTRIC STRIKE CARD READER

1 STORE RM LOCK SET

- 3 HEAVY WEIGHT, FULL MORTISE, BALL BEARING, STEEL HINGES 4 1 LEVER HANDLES & ESCUTCHEONS SET (PAIR, W/ SPINDLE) 1 CONVENTIONAL MORTISE CYLINDER 1 CARRY BAR C2 DOOR SILENCERS 1 OFFICE LOCK SET
- 3 HEAVY WEIGHT, FULL MORTISE, BALL BEARING, STEEL HINGES 1 LEVER HANDLES & ESCUTCHEONS SET (PAIR, W/ SPINDLE) 1 CONVENTIONAL MORTISE CYLINDER 1 CARRY BAR C2 DOOR SILENCERS
- (6) 3 HEAVY WEIGHT, FULL MORTISE, BALL BEARING, STEEL HINGES 1 LEVER HANDLES & ESCUTCHEONS SET (PAIR, W/ SPINDLE) 1 CONVENTIONAL MORTISE CYLINDER 1 CARRY BAR C2 DOOR SILENCERS 1 OFFICE LOCK SET WITH KEYED ALIKE





BATT INSULATION-

DOWN FRAME W/ GLAZING

3%" 20 GA. MTL. STUD—

2-1%"x3%" MTL. STUDS-

35%" 20 GA. MTL. STUD—

(PAINT BOOTH SIDES)

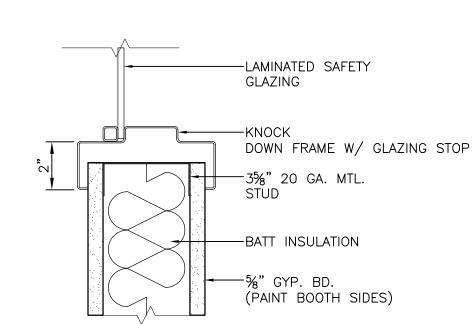
%" GYP. BD.

SCALE: 3'' = 1'-0''

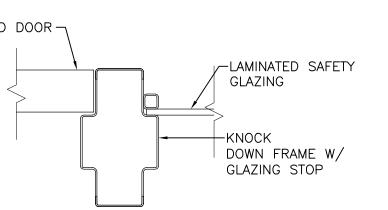
LAMINATED SAFETY GLAZING-



4'-10"







SCALE: 1" = 3"

A - 601

DOOR SCHEDULE &

DOOR TYPES

NEWYORK STATE OF OPPORTUNITY. General Services

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FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE

NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS

CONSTRUCTION

6TH FLOOR

SHIRLEY A. CHISHOLM 55 HANSON PLACE BROOKLYN, NY 11217

OFFICE OF GENERAL SERVICES

NYS DIVISION OF TAX APPEALS

07/23/2019 REV02

07/11/2019 REV01

DATE

PROJECT

NUMBER:

DESIGNER:

DRAWN BY:

APPROVED BY:

SHEET NUMBER:

SHEET TITLE:

SPACE PLANNER

03/22/2019 | FINAL DRAWINGS

02/19/2019 | FIELD CHECK & REVIEW

DESCRIPTION

01/25/2019 | REMOVAL DRAWINGS 12/20/2018 | SPACE PLANS_REV3

188482

KRYSTYNA M. CARDISH

YSP

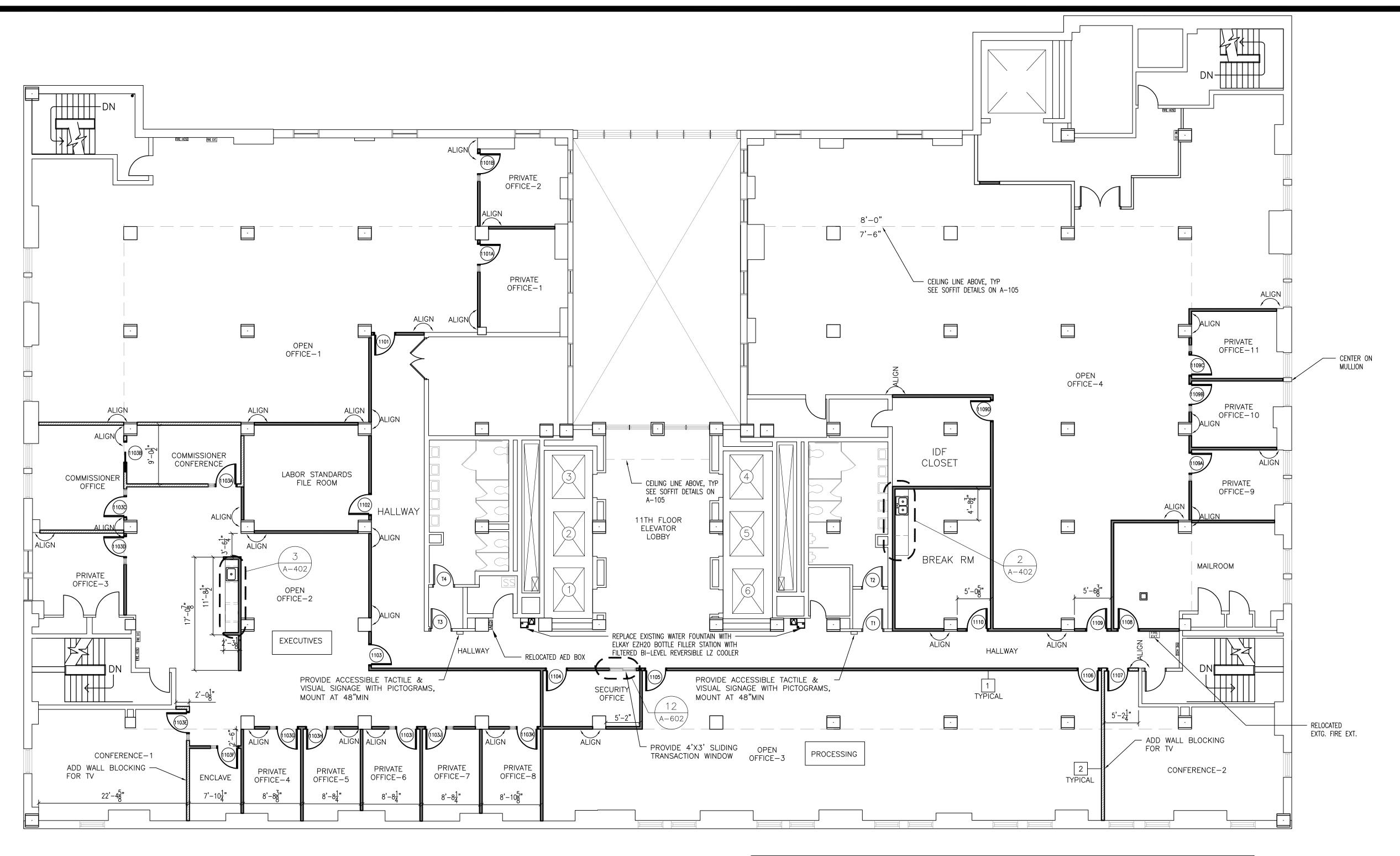
YSP

OPTIMIZATION

LOCATION:

DRAWING NUMBER:

CONSULTANT





11TH FLOOR - CONSTRUCTION PLAN SCALE: 1/8" = 1'-0"

WALL LEGEND

EXISTING WALL TO REMAIN

NEW WALL TYPE 1 TO BE INSTALLED, SEE DETAIL ON 1/A-602

NEW WALL TYPE 2 TO BE INSTALLED, SEE DETAIL ON 2/A-602

WALL TYPE

WALL DIMENSIONS

1. ALL WALL DIMENSIONS SHOWN ARE FROM STUD TO STUD OR STUD TO FINISH FACE OF EXISTING WALL OR

COLUMN.

RESTROOM NOTES:

1. REPAIR, PATCH & PAINT ALL WALLS & FLOORS IN RESTROOMS AREA.

2. REPAIR AND PAINT STALL PARTITIONS AS REQUIRED.

EXISTING DOOR NOTES:

1. REPAIR & PAINT ALL EXISTING TO REMAIN DOORS AND WINDOW FRAMES AS REQUIRED,

GENERAL CONSTRUCTION NOTES:

- 1. REVIEW GENERAL NOTES PRIOR TO COMMENCEMENT OF THE WORK.
- DOOR OPENINGS TO BE LOCATED 4" FROM ADJACENT WALL U.O.N. DOOR OPENINGS IN ALL AREAS, WHICH ARE ADJACENT TO CASEWORK OR OTHER FIXED EQUIPMENTS SHALL BE 4" FROM THE FACE OF CASEWORK OR FIXED EQUIPMENT, U.O.N.
- 3. VERIFY DIMENSIONS SHOWN, NOTIFY DESIGNER OF RECORD OF ANY DISCREPANCY IN DIMENSIONS PRIOR TO PROCEEDING WITH THE WORK IN THAT AREA.
- 4. IN AREAS WHERE PREVIOUS REMOVALS OR EXISTING CONDITIONS HAS CAUSED UNEVENNESS OF THE FLOOR SLAB, PATCH AND LEVEL THE EXISTING SLAB TO MATCH EXISTING ADJACENT SLAB CONSTRUCTION. COORDINATE WITH FINISH PLANS/DETAILS.
- 5. GYPSUM BOARD CONSTRUCTION ADJOINING EXISTING CONSTRUCTION IN THE SAME PLANE SHALL BE FLUSH WITH NO VISIBLE JOINTS, UNLESS OTHERWISE NOTED.
- 6. THE WORK SHALL INCLUDE ALL REMOVALS AND ASSOCIATED PATCHING NOT SPECIFICALLY INDICATED ON DRAWINGS BUT NECESSARY FOR THE COMPLETION OF THE WORK.
- 7. WALLS WHICH ABUT GLAZING MULLIONS SHALL BE CENTERED ON THE MULLION.

	ROOM NAME	MAIL	MAIL	MAIL	MAIL		NOTES	
	TOOM TO MALE	CARPET	IM	GYP BD	AC	HEIGHT	NOTES	<u>(</u>
	ELEV. LOBBY/HALLWAY	Х		Χ	Χ	7'-1" & 7'-6"		9
	OPEN OFFICE-1	X		Χ	Χ	7'-6"		E
	PRIVATE OFFICE-1	Χ		X	X	7'-6"		
	PRIVATE OFFICE-2	Χ		Χ	Χ	8'-0"		
	OPEN OFFICE-2	X		Χ	Χ	7'-6"		1 .
	LABOR STANDARDS FILE RM		X	Χ	X	7'-6"] -
	COMMISSIONER CONFERENCE	X		X	Χ	7'-6"		
	COMMISSIONER OFFICE	X		Χ	Χ	8'-0"		
	PRIVATE OFFICE-3	X		X	X	8'-0"		
	CONFERENCE-1	X		Χ	Χ	8'-0"		7
	ENCLAVE	X		Χ	Χ	8'-0"] /
	PRIVATE OFFICE-4	X		Χ	Χ	8'-0"]
	PRIVATE OFFICE-5	X		Χ	Χ	8'-0"		
	PRIVATE OFFICE-6	X		Χ	Χ	8'-0"] ,
	PRIVATE OFFICE-7	X		Χ	Χ	8'-0"		
	PRIVATE OFFICE-8	X		Χ	Χ	8'-0"] '
	SECURITY OFFICE	Χ		Χ	Х	7'-6"		1
	OPEN OFFICE-3	X		X	X	7'-6" & 8'-0"		
,	CONFERENCE-2	X		X	X	7'-6" & 8'-0"		
	MAILROOM		Х	Χ	Χ	7'-6" & 8'-0"		
	OPEN OFFICE-4	X		X	Χ	7'-6" & 8'-0"		
	PRIVATE OFFICE-9	Χ		Χ	Х	8'-0"		
	i	1		1	1	1		

ROOM FINISH SCHEDULE-11TH FLOOR

CEILING

8'-0"

| FLOOR | FLOOR | WALL

PRIVATE OFFICE-10

PRIVATE OFFICE-11

BREAK RM

IDF CLOSE

MATL | MATL | MATL | MATL |

ARPET PAINT & I \/T.

CARPET:
TANDUS CENTIVA
STYLE: AFTERMATH II (03026)
BACKING: FLEXAIRE CUSHION BACKING
COLOR: FLEECE (23508)
SHOULD BE INSTALLED AT A QUARTER TURN.

LVT:
INTERFACE BOUNDARY METALLICS
STYLE: A006
COLOR: A00607 DESERT SHADOW
WALL & CONVECTOR PAINT COLOR:

ANCIENT IVORY: OC-133
BENJAMIN MOORE

ABBREVIATIONS:

LVT — LUXURY VINYL TILE

GYP BD — GYPSUM BOARD

AC — ACOUSTICAL CEILING TILES

(SEE SPECIFICATION ON REFLECTED CEILING PLAN)

NEW YORK STATE OF OPPORTUNITY. Office of General Services

REAL ESTATE CENTER

WARNIN

CONSULTANT

THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, I.E. ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS 'A' MISDEMEANOR.



CONSTRUCTION

FLOOR 11 & 12

GUT REHAB FOR DOL (OPTIMIZATION)

SHIRLEY A. CHISHOLM SOB
55 HANSON PLACE
BROOKLYN, NY 11217

OFFICE OF GENERAL
SERVICES

DRAWING NUMBER:

07/03/2019 FINAL DRAWINGS
06/03/2019 FIELD CHECK & REVIEW
01/25/2019 REMOVAL DRAWINGS
8/27/2018 SPACE PLANS
DATE DESCRIPTION

CT 188483

PROJECT 188483

SPACE PLANNER KRYSTYNA M. CARDISH

DESIGNER: YSP

DRAWN BY: YSP

APPROVED BY: YSP

11TH FLOOR
CONSTRUCTION PLAN

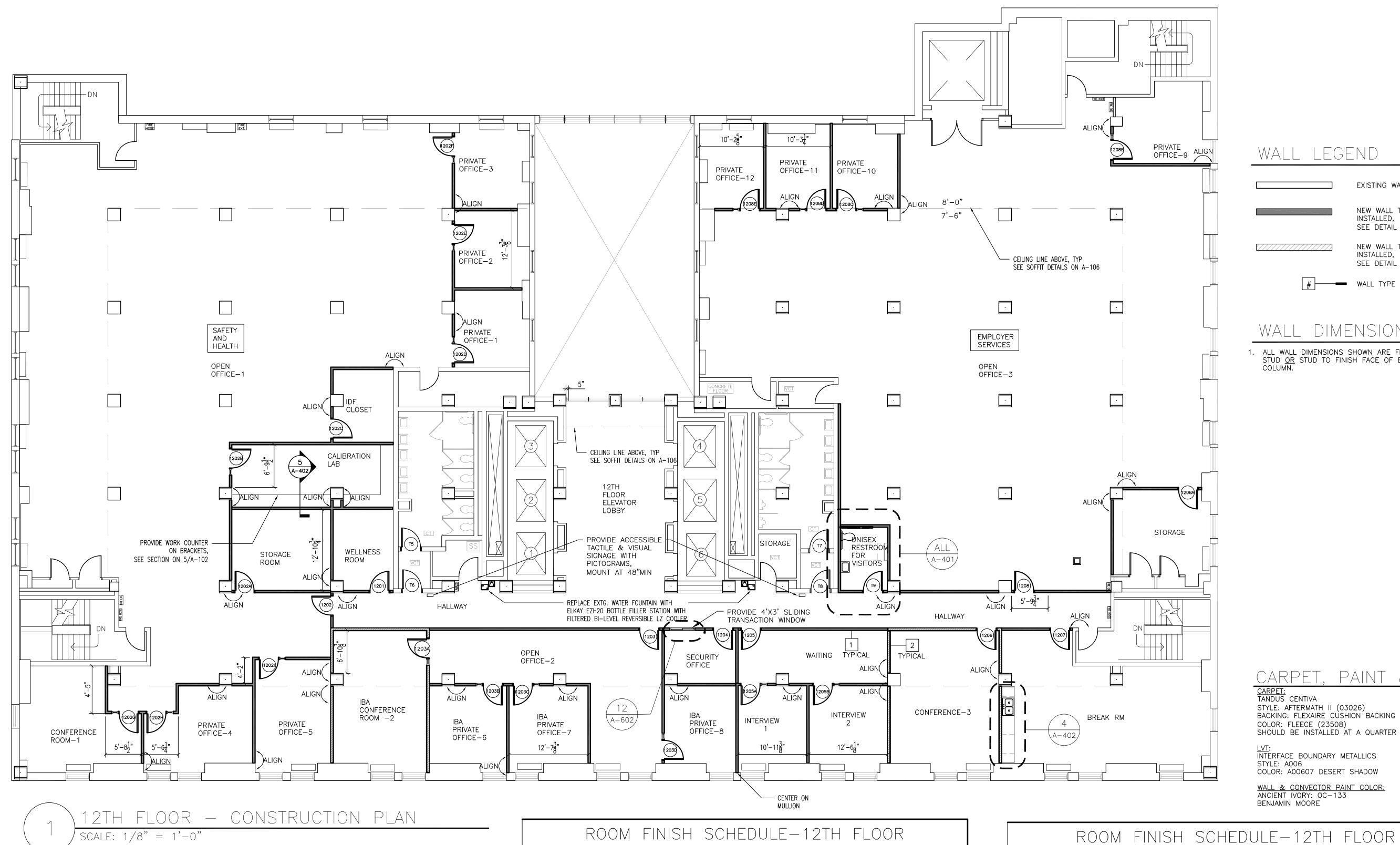
& ROOM FINISH SCHEDULE

SHEET NUMBER:

A-103

StateOfficeBuildings\Downstate\Chisholm

<24 PLOT SHEET



EXISTING WALL TO REMAIN NEW WALL TYPE 1 TO BE

INSTALLED, SEE DETAIL ON 1/A-602 NEW WALL TYPE 2 TO BE

SEE DETAIL ON 2/A-602

──── WALL TYPE

INSTALLED,

1. ALL WALL DIMENSIONS SHOWN ARE FROM STUD TO STUD OR STUD TO FINISH FACE OF EXISTING WALL OR COLUMN.

CARPET. PAINT & LVT:

CARPET: TANDUS CENTIVA STYLE: AFTERMATH II (03026) BACKING: FLEXAIRE CUSHION BACKING COLOR: FLEECE (23508) SHOULD BE INSTALLED AT A QUARTER TURN.

<u>LVT</u>: INTERFACE BOUNDARY METALLICS STYLE: A006 COLOR: A00607 DESERT SHADOW

WALL & CONVECTOR PAINT COLOR: ANCIENT IVORY: OC-133 BENJAMIN MOORE

CEILING

Χ

Χ

Χ

Χ

HEIGHT

8'-0"

7'-6" & 8'-0"

7'-6" & 8'-0"

7'-6" & 8'-0"

7'-6" & 8'-0"

NOTES

07/03/2019 | FINAL DRAWINGS 06/03/2019 | FIELD CHECK & REVIEW 01/25/2019 | REMOVAL DRAWINGS 8/27/2018 | SPACE PLANS DATE PROJECT NUMBER:

DRAWING NUMBER:

188483 SPACE PLANNER KRYSTYNA M. CARDISH DESIGNER: YSP DRAWN BY: YSP

DESCRIPTION

NEW YORK Office of

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AND IS A CLASS 'A' MISDEMEANOR.

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CONSTRUCTION

FLOOR 11 & 12

"SHIRLEY A. CHISHOLM SOB

BROOKLYN, NY 11217

OFFICE OF GENERAL

SERVICES

55 HANSON PLACE

GUT REHAB FOR DOL (OPTIMIZATION)

CONSULTANT

REAL ESTATE CENTER

General Services

APPROVED BY: YSP SHEET TITLE:

12TH FLOOR CONSTRUCTION PLAN & ROOM FINISH SCHEDULE

SHEET NUMBER:

A - 104

GENERAL CONSTRUCTION NOTES:

- 1. REVIEW GENERAL NOTES PRIOR TO COMMENCEMENT OF THE WORK.
- 2. DOOR OPENINGS TO BE LOCATED 4" FROM ADJACENT WALL U.O.N. DOOR OPENINGS IN ALL AREAS, WHICH ARE ADJACENT TO CASEWORK OR OTHER FIXED EQUIPMENTS SHALL BE 4" FROM THE FACE OF CASEWORK OR FIXED EQUIPMENT, U.O.N.
- 3. VERIFY DIMENSIONS SHOWN, NOTIFY DESIGNER OF RECORD OF ANY DISCREPANCY IN DIMENSIONS PRIOR TO PROCEEDING WITH THE WORK IN THAT AREA.
- 4. IN AREAS WHERE PREVIOUS REMOVALS OR EXISTING CONDITIONS HAS CAUSED UNEVENNESS OF THE FLOOR SLAB, PATCH AND LEVEL THE EXISTING SLAB TO MATCH EXISTING ADJACENT SLAB CONSTRUCTION. COORDINATE WITH FINISH PLANS/DETAILS.
- 5. GYPSUM BOARD CONSTRUCTION ADJOINING EXISTING CONSTRUCTION IN THE SAME PLANE SHALL BE FLUSH WITH NO VISIBLE JOINTS, UNLESS
- 6. THE WORK SHALL INCLUDE ALL REMOVALS AND ASSOCIATED PATCHING NOT SPECIFICALLY INDICATED ON DRAWINGS BUT NECESSARY FOR THE COMPLETION OF THE WORK.
- 7. WALLS WHICH ABUT GLAZING MULLIONS SHALL BE CENTERED ON THE MULLION.

		FLOOR	FLOOR	WALL	С	EILING	
	ROOM NAME	MATL	MATL	MATL	MATL		NOTES
		CARPET	LVT	СУР ВО	AC	HEIGHT	NOTES
	ELEV. LOBBY	Х			Χ	7'-1" & 7'-6"	
	HALLWAY	X		X	Χ	7'-6"	
_	WELNESS RM	X	_	X	Χ	7'-6"	
	PRIVATE OFFICE-1	Χ		X	Χ	7'-6" & 8'-0"	
	PRIVATE OFFICE-2	X		X	Χ	8'-0"	
	CONFERENCE-1	X		X	Χ	8'-0"	
	OPEN OFFICE-1	X		X	×	7'-6" & 8'-0"	
∠	STORAGE RM		X	X	Χ	7'-6"	
SAFETY	CALIBRATION RM	Χ		X	Χ	7'-6"	
δ	IDF CLOSET		X	X	Χ	7'-6"	
AND	PRIVATE OFFICE-3	Χ		X	Χ	8'-0"	
₹	PRIVATE OFFICE-4	Χ		X	Χ	7'-6"	
핃	PRIVATE OFFICE-5	X		X	Χ	7'-6"	
HEALTH	OPEN OFFICE-2	X		Χ	Χ	7'-6" & 8'-0"	
뮈	IBA CONFERENCE-2	X		X	Χ	7'-6" & 8'-0"	- -
	IBA PRIVATE OFFICE-6	X		X	Х	8'-0"	
	IBA PRIVATE OFFICE-7	X		X	Χ	8'-0"	
	IBA PRIVATE OFFICE-8	Χ		X	X	8'-0"	

ABBREVIATIONS: LVT - LUXURY VINYL TILE

GYP BD - GYPSUM BOARD AC - ACOUSTICAL CEILING TILES (SEE SPECIFICATION ON REFLECTED CEILING PLAN)

IBA PRIVATE LIBRARY

PRIVATE OFFICE-10 PRIVATE OFFICE-11 PRIVATE OFFICE-12

ROOM NAME

WAITING

INTERVIEW-1

INTERVIEW-2

CONFERENCE-3

BREAK RM

OPEN OFFICE-3

STORAGE

PRIVATE OFFICE-9

1. REPAIR, PATCH & PAINT ALL WALLS & FLOORS IN RESTROOMS AREA.

2. REPAIR AND PAINT STALL PARTITIONS AS REQUIRED.

EXISTING DOOR NOTES:

1. REPAIR & PAINT ALL EXISTING TO REMAIN DOORS AND WINDOW FRAMES AS REQUIRED,

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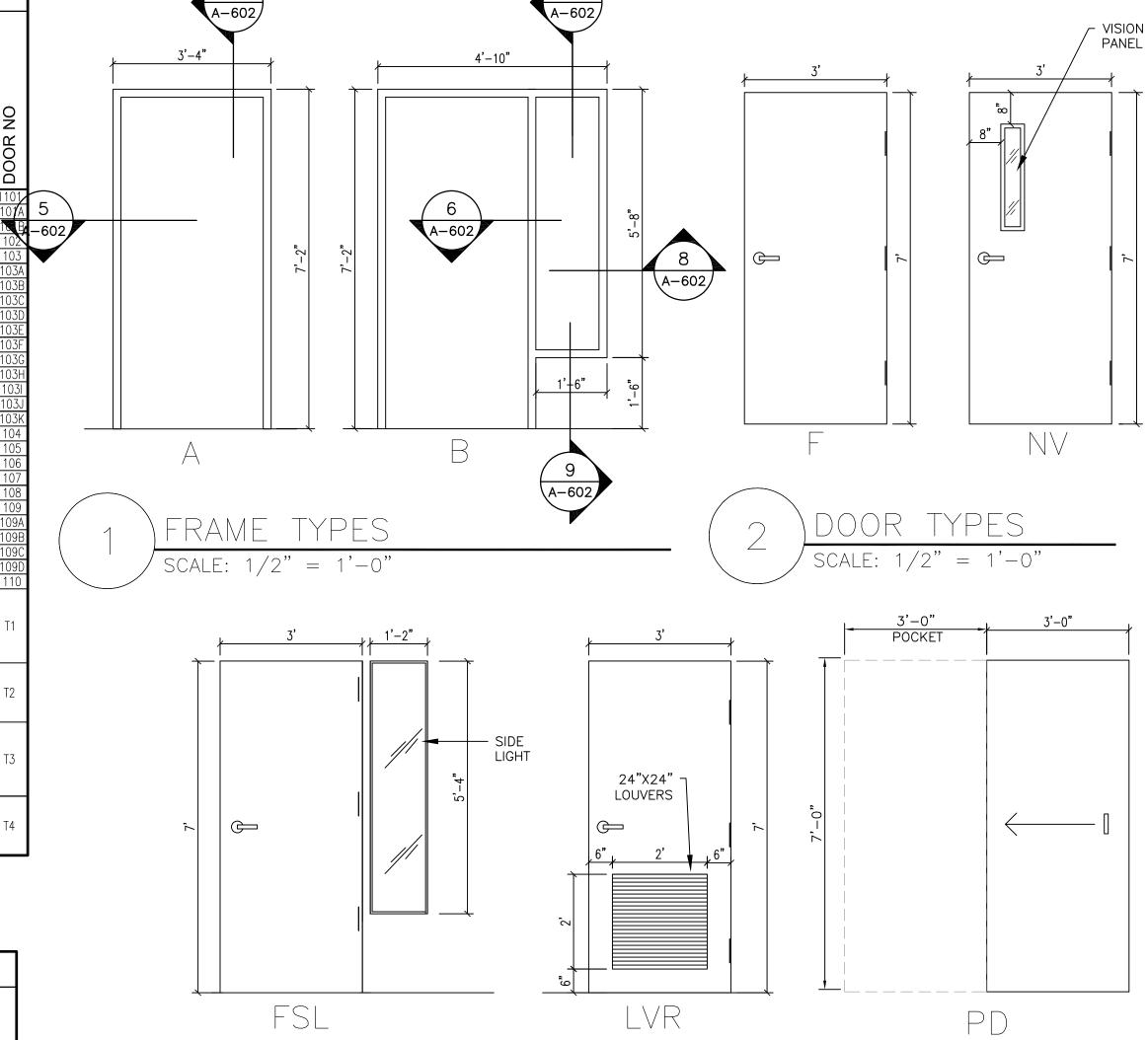
| FLOOR | FLOOR | WALL

Χ

--

MATL | MATL | MATL | MATL

12th FLOOR DOOR SCHEDULE																						
				DOOR						FRAME					DETAILS				HARDWARE			
			LOCATION		SIZ	Ę					1 10	\ivi∟				DETAILS			TIANDWANE			
DOOR NO	Keyside Room Name	TO/FROM	ROOM NAME & NUMBER	WIDTH	HEIGHT	THICKNESS	TYPE	MAIEKIAL		TYPE MATERIAL		FRAME DEPTH	۷ ۵	` _	HEAD	JAMB	SILL	GLASS TYPE FIRE RATING	SET NUMBER	REMARKS	Hand	DOOR NO
1201	HALLWAY	TO TO	WELLNESS ROOM	3'-0"	7'-0"	$\frac{1-3/4}{1-3/4}$	F V	ND DI	F	A KDH	M PRIM		8" KI		-A-602	5/A-602			<u> </u>		RH	1201
1202 1202A	HALLWAY OPEN OFFICE-1	TO TO	OPEN OFFICE-1 STORAGE ROOM	3'-0" 3'-0"	7'-0"	1-3/4		VD DI		A KDH			8" KI		I/A-602 I-A-602	5/A-602 5/A-602		LS	- 6 - 4	PROVIDE CARD READER	RH LH	1202 1202A
1202A	OPEN OFFICE-1	TO	CALIBRATION LAB	3'-0"	7'-0"	$\frac{1-3/4}{1-3/4}$		VD DI	 	B KDH			8" KI	_	1/A-601		9/A-602	15 -	_ 3		LH LH	1202A
1202D	OPEN OFFICE-1	TO	IDF CLOSET	3'-0"	7'-0"	$\frac{1}{1-3/4}$		WD DI	F	A KDH			8" KI	_	-A-602	5/A-602			- 2	PROVIDE CARD READER	RH	1202C
1202D	OPEN OFFICE-1	TO	PRIVATE OFFICE-1	3'-0"	7'-0"	1-3/4"		WD DI	F	B KDH	M PRIM		8" KI		A-602		9/A-602	LS	<u> </u>	PROVIDE SIDELITE	RH	1202D
1202E	OPEN OFFICE-1	TO	PRIVATE OFFICE-2	3'-0"	7'-0"	1-3/4"		WD DI	F	B KDH	141 1 1 21141		8" KI	D 4	1/A-602	5/A-602, 6/A-602	9/A-602	LS -	- 3	PROVIDE SIDELITE	LH	1202E
1202F	OPEN OFFICE-1	FROM	PRIVATE OFFICE-3	3'-0"	7'-0"	1-3/4"	FSL V	WD DI	F	B KDH	M PRIM	ER 5-7/	8" KI	D 4	1/A-602	5/A-602, 6/A-602	9/A-602	LS	- 3	PROVIDE SIDELITE	LHR	1202F
1202G	OPEN OFFICE-1	TO	CONFERENCE ROOM-1	3'-0"	7'-0"	1-3/4"		VD DI	F T	B KDH	M PRIM	ER 5-7/	8" KI	D 4	1/A-602	· · · · · ·	9/A-602	LS -	- 3	PROVIDE SIDELITE	LH	1202G
1202H	OPEN OFFICE-1	TO To	PRIVATE OFFICE-4	3'-0"	<u> 7'-0"</u>	1-3/4"		VD DI	F	B KDH	M PRIM	ER 5-7/	8" KI	D 4	1/A-602	5/A-602, 6/A-602	9/A-602	LS	<u> </u>	PROVIDE SIDELITE	RH	1202H
12021	OPEN OFFICE-1	TO To	PRIVATE OFFICE-5	3'-0"	7′-0″	$\frac{1-3/4}{1-3/4}$		VD DI	F	B KDH			8" KI	D 4	1/A-602		9/A-602	LS	- 3	PROVIDE SIDELITE	RH	12021
1203	HALLWAY	TO TO	OPEN OFFICE-2	3'-0"	/ -0"	$\frac{1-3/4}{24}$		ND DI	-	A KDH			8" KI	D 4	1/A-602	5/A-602		LS	<u> </u>	PROVIDE CARD READER	LH	1203
1203A	OPEN OFFICE-2	TO TO	IBA CONFERENCE RM-2	3'-0"	7'-0"	$\frac{1-3/4}{1-3/4}$		ND DI	-	B KDH	M PRIM	/	8" KI	D 4	1/A-602		9/A-602	<u> </u>	<u> </u>	PROVIDE SIDELITE	RH	1203A
1203B	OPEN OFFICE-2 OPEN OFFICE-2	TO TO	IBA PRIVATE OFFICE-6 IBA PRIVATE OFFICE-7	3'-0"	7'-0" 7'-0"	$\frac{1-3/4}{1-3/4}$		ND DI	-	B KDH	M PRIM		8 KI	D 4	1/A-602	5/A-602, 6/A-602	9/A-602	L2	- 3 - 3	PROVIDE SIDELITE PROVIDE SIDELITE	LH RH	1203B 1203C
1203C 1203D	OPEN OFFICE-2	TO	IBA PRIVATE OFFICE—7 IBA PRIVATE OFFICE—8	3'-0"	7'-0"	1-3/4	FSI V	ND DI	<u> </u>	B KDH	M DRIM	ER 13-7/	8" KI	D 4	1/A-602		9/A-602 9/A-602	LS		PROVIDE SIDELITE PROVIDE SIDELITE	RH	1203D
12030	HALLWAY	TO	SECURITY OFFICE	3'-0"	7'-0"	$\frac{1-3/4}{1-3/4}$	NIV V	WD DI	-	A KDH	M PRIM	ER 5-7/	8" KI	D 4	1/A-602	5/A-602		LS —-	<u> </u>	PROVIDE CARD READER	LH	12030
1205	HALLWAY	TO	WAITING	3'-0"	7'-0"	$\frac{1}{1-3/4}$		WD DI	-	A KDH	M PRIM		8" KI		1/A-602	5/A-602		IS	_ 1	PROVIDE CARD READER	RH	1205
1205A	WAITING	TO	INTERVIEW 1	3'-0"	7'-0"	$\frac{1-3/4}{1-3/4}$		WD DI	F	B KDH			8" KI	_	1/A-602		,	LS -	_ 3	PROVIDE SIDELITE.	RH	1205A
1205B	WAITING	TO	INTERVIEW 2	3'-0"	7'-0"	$\frac{1-3/4}{1-3/4}$	FSI V	WD DI	F	B KDH		FR 6-3/	8" KI	D 4	1/A-602		- · · · · · · · · · · · · · · ·	LS -	- 3	PROVIDE SIDELITE.	RH	1205B
1206	HALLWAY	TO	CONFERENCE-3	3'-0"	7'-0"	1-3/4"	NV V	VD DI	F	A KDH		FR 6-3/	8" KI	D 4	1/A-602	5/A-602		LS -	- 2	PROVIDE CARD READER.	LH	1206
1207	HALLWAY	TO	BREAK ROOM	3'-0"	7'-0"	1-3/4"		WD DI	F	A KDH			8" KI		1/A-602	5/A-602		LS -	- 2	PROVIDE CARD READER	LH	1207
1208	HALLWAY	TO	OPEN OFFICE-3	3'-0"	7'-0"	1-3/4"	NV V		F	A KDH	M PRIM	ER 5-7/	8" KI	_	1/A-602	5/A-602		LS	- 6	PROVIDE CARD READER	LR	1208
1208A	OPEN OFFICE-3	TO	STORAGE	3'-0"	7'-0"	1-3/4"		WD DI	F		M PRIM				-A-602	5/A-602			- 4		LH	1208A
1208B		TO	PRIVATE OFFICE-9				FSL V	WD DI	F			ER 5-7/				5/A-602, 6/A-602	. ,		- 3	PROVIDE SIDELITE	RH	1208B
1208C	OPEN OFFICE-3	TO	PRIVATE OFFICE-10			1-3/4"		WD DI	F			ER 5-7/				5/A-602, 6/A-602			- 3	PROVIDE SIDELITE	LH	1208C
1208D		TO	PRIVATE OFFICE-11			1-3/4"										5/A-602, 6/A-602				PROVIDE SIDELITE	RH	1208D
1208E	OPEN OFFICE-3	TO	PRIVATE OFFICE-12	3'-0"	7'-0"	1-3/4"	FSL V	WD DI	F	B KDH	M PRIM	ER 5-7/	8" KI	D 4	1/A-602	5/A-602, 6/A-602	9/A-602	LS -	_ 3	PROVIDE SIDELITE PROVIDE DOOR OPERATOR &	RH	1208E
T5	VESTBULE	TO	WOMEN'S RM	3'-0"	7'-0"	EXTG.	EX	(TG. PAIN	TED E	EXTG. EXT	G. PAINT	ED EXTO	G. EXT	TG.	EXTG.	EXTG.			EXTG.	ACCESSIBLE AUTOMATIC PUSH PAD ON BOTH SIDES OF DOOR. REPLACE DOOR KNOB WITH LEVER.	EXTG.	T5
Т6	HALLWAY	ТО	VESTIBULE	3'-0"	7'-0"	'EXTG.	EX	(TG. PAIN	TED E	EXTG. EXT	G. PAINT	ED EXTO	6. EXT	TG.	EXTG.	EXTG.			EXTG.	PROVIDE CARD READER, ELECTRIC STRIKE, DOOR OPERATOR & ACCESSIBLE AUTOMATIC PUSH PAD ON BOTH SIDES OF DOOR. REPLACE DOOR KNOB WITH LEVER.	EXTG.	Т6
T7	VESTIBULE	ТО	MEN'S RM	3'-0"	7'-0"	EXTG.	EX	(TG. PAIN	TEDE	EXTG. EXT	G. PAINT	ED EXT	G. EX1	TG.	EXTG.	EXTG.			EXTG.	PROVIDE DOOR OPERATOR & ACCESSIBLE AUTOMATIC PUSH PAD ON BOTH SIDES OF DOOR. REPLACE DOOR KNOB WITH LEVER.	EXTG.	T7
Т8	HALLWAY	ТО	VESTIBULE	3'-0"	7'-0"	'EXTG.	EX	(TG. PAIN	TED E	EXTG. EXT	G. PAINT	ED EXTO	G. EXT	TG.	EXTG.	EXTG.			EXTG.	PROVIDE CARD READER, ELECTRIC STRIKE, DOOR OPERATOR & ACCESSIBLE AUTOMATIC PUSH PAD ON BOTH SIDES OF DOOR. REPLACE DOOR KNOB WITH LEVER TYPE.	EXTG.	Т8
Т9	HALLWAY	ТО	UNISEX RESTROOM	3'-0"	7'-0"	1-3/4"	FV	WD DI	F	A KDH	M PRIM	ER 5-7/	8" KI	D 4	-A-602	5/A-602			- 5	PROVIDE DOOR OPERATOR & ACCESSIBLE AUTOMATIC PUSH PAD ON BOTH SIDES OF DOOR	RH	Т9



HARDWARE SETS:

- 3 HEAVY WEIGHT, FULL MORTISE, BALL BEARING, STEEL HINGES
 1 HEAVY DUTY SURFACE DOOR CLOSER FOR BARRIER FREE OPENING FOR
 ACCESSIBILITY BY THE PHYSICALLY DISABLED. CLOSURES ARE NON-SIZED W/
 SPRING POWER ADJUSTABILITY & PARALLEL ARM W/ CUSH (COMPRESSION)
 STOP ARM
 - 1 LEVER HANDLES & ESCUTCHEONS SET (PAIR, W/ SPINDLE)
 - 1 CONVENTIONAL MORTISE CYLINDER 1 CARRY BAR C2 DOOR SILENCERS
 - ELECTRIC STRIKE CARD READER

1 OFFICE LOCK SET

- 3 HEAVY WEIGHT, FULL MORTISE, BALL BEARING, STEEL HINGES
 1 LEVER HANDLES & ESCUTCHEONS SET (PAIR, W/ SPINDLE)
 1 CONVENTIONAL MORTISE CYLINDER
 1 CARRY BAR C2 DOOR SILENCERS
 ELECTRIC STRIKE
 CARD READER
- 3 HEAVY WEIGHT, FULL MORTISE, BALL BEARING, STEEL HINGES
 1 LEVER HANDLES & ESCUTCHEONS SET (PAIR, W/ SPINDLE)
 1 CONVENTIONAL MORTISE CYLINDER
 1 CARRY BAR C2 DOOR SILENCERS

- 3 HEAVY WEIGHT, FULL MORTISE, BALL BEARING, STEEL HINGES
 1 LEVER HANDLES & ESCUTCHEONS SET (PAIR, W/ SPINDLE)
 1 CONVENTIONAL MORTISE CYLINDER
 1 CARRY BAR C2 DOOR SILENCERS
- 3 HEAVY WEIGHT, FULL MORTISE, BALL BEARING, STEEL HINGES
 1 LEVER HANDLE ON PULL SIDE & STEEL PLATE ON PUSH SIDE
 1 CARRY BAR C2 DOOR SILENCERS
 - 1 BATH PRIVACY LOCK
 1 HANDICAPPED PUSH PAD ON BOTH SIDES OF DOOR @ 48" AFF
 1 DOOR OPERATOR, NABCO GT-710

NOTE: POCKET DOOR TO BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS.

- 3 HEAVY WEIGHT, FULL MORTISE, BALL BEARING, STEEL HINGES
 1 HEAVY DUTY SURFACE DOOR CLOSER FOR BARRIER FREE OPENING
 FOR ACCESSIBILITY BY THE PHYSICALLY DISABLED. CLOSURES ARE
 NON-SIZED W/ SPRING POWER ADJUSTABILITY & PARALLEL ARM
 W/ CUSH (COMPRESSION) STOP ARM
 - 1 LEVER HANDLES & ESCUTCHEONS SET (PAIR, W/ SPINDLE)
 1 CONVENTIONAL MORTISE CYLINDER
 1 CARRY BAR C2 DOOR SILENCERS
 - 1 CARRY BAR C2 DOOR SILENCERS ELECTRIC STRIKE CARD READER

1 STORE RM LOCK SET

1 HANDICAPPED PUSH PAD ON BOTH SIDES OF DOOR @ 48" AFF 1 DOOR OPERATOR, NABCO GT-710

DOOR SCHEDULE ABBREVIATIONS								
DOOR MATERIALS	GLASS TYPE							
WD: WOOD DOOR FINISH: MASONITE ARCHITECTURAL, ASPIRO SERIES, NATURAL BIRCH, NUTMEG EXTG.: EXISTING	LS: 4"X25"X4" THICK LAMINATED SAFETY GLASS SIDE LIGHT: 1'-2"X5'-4"X4" THICK LAMINATED SAFETY GLASS OR							
FRAME MATERIALS	APPROVED EQUAL							
KDHM: KNOCK DOWN HOLLOW METAL (16 GAUGE, A60 GALVANNEALED STEEI, HEAVY DUTY STRIKE REINFORCEMENTS. PAINT DOOR FRAME GRAY AFTER INSTALLATION DOOR TYPES	HAND TYPE LH: LEFT HAND LHR: LEFT HAND REVERSE RH: RIGHT HAND RHR: RIGHT HAND REVERSE							
F: FLUSH	ANCHOR TYPES							
NV: NARROW VISION (4x25) FSL: FLUSH WITH SIDELITE LVR: LOUVERS	KD: KNOCK DOWN FRAME ANCHOR EWA: EXISTING WALL ANCHOR							

NEW YORK OFFICE OF General Services

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WARNIN

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CONSTRUCTION

FLOOR 11 & 12

GUT REHAB FOR DOL (OPTIMIZATION)

LOCATION:
SHIRLEY A. CHISHOLM SOB
55 HANSON PLACE
BROOKLYN, NY 11217

OFFICE OF GENERAL
SERVICES

DRAWING NUMBER:

07/03/2019 FINAL DRAWINGS
06/03/2019 FIELD CHECK & REVIEW
01/25/2019 REMOVAL DRAWINGS
8/27/2018 SPACE PLANS
MARK DATE DESCRIPTION
PROJECT NUMBER: 188483
SPACE PLANNER KRYSTYNA M. CARDISH
DESIGNER: YSP
DRAWN BY: YSP

APPROVED BY:
SHEET TITLE:

DOOR SCHEDULE & DETAILS

YSP

SHEET NUMBER:

A - 601

V:\StateOfficeBuildings\Downstate\Chisholm\Projects\188483 11, 12 FL OGS Optimize for DOL\DWGS\18848



1. REVIEW GENERAL NOTES PRIOR TO COMMENCEMENT OF THE WORK.

- 2. DOOR OPENINGS TO BE LOCATED 4" FROM ADJACENT WALL U.O.N. DOOR OPENINGS IN ALL AREAS, WHICH ARE ADJACENT TO CASEWORK OR OTHER FIXED EQUIPMENTS SHALL BE 4" FROM THE FACE OF CASEWORK OR FIXED EQUIPMENT, U.O.N.
- 3. VERIFY DIMENSIONS SHOWN, NOTIFY DESIGNER OF RECORD OF ANY DISCREPANCY IN DIMENSIONS PRIOR TO PROCEEDING WITH THE WORK IN THAT AREA.
- 4. IN AREAS WHERE PREVIOUS REMOVALS OR EXISTING CONDITIONS HAS CAUSED UNEVENNESS OF THE FLOOR SLAB, PATCH AND LEVEL THE EXISTING SLAB TO MATCH EXISTING ADJACENT SLAB CONSTRUCTION. COORDINATE WITH FINISH PLANS/DETAILS.
- 5. GYPSUM BOARD CONSTRUCTION ADJOINING EXISTING CONSTRUCTION IN THE SAME PLANE SHALL BE FLUSH WITH NO VISIBLE JOINTS, UNLESS OTHERWISE NOTED.
- 6. THE WORK SHALL INCLUDE ALL REMOVALS AND ASSOCIATED PATCHING NOT SPECIFICALLY INDICATED ON DRAWINGS BUT NECESSARY FOR THE COMPLETION OF THE WORK.
- 7. WALLS WHICH ABUT GLAZING MULLIONS SHALL BE CENTERED ON THE MULLION.

STAIR D

1. ALL WALL DIMENSIONS SHOWN ARE FROM STUD TO STUD OR STUD TO FINISH FACE OF EXISTING WALL OR COLUMN, UON

RESTROOM NOTES:

- 1. REPAIR, PATCH & PAINT ALL WALLS & FLOORS IN RESTROOMS AREA.
- 2. REPAIR AND PAINT STALL PARTITIONS AS REQUIRED.
- 3. REPLACE ANY BROKEN OR MISMATCHED FLOOR TILES, REPLACE CAULK, STEAM CLEAN GROUT LINES.
- 4. REPAIR ANY PLUMBING LEAKS ABOVE CEILING.

EXISTING DOOR NOTES:

1. REPAIR & PAINT ALL EXISTING TO REMAIN DOORS AND WINDOW FRAMES AS REQUIRED,

CARPET, PAINT & LVT:

<u>CARPET:</u> TANDUS CENTIVA STYLE: AFTERMATH II (03026)
BACKING: FLEXAIRE CUSHION BACKING COLOR: FLEECE (23508) SHOULD BE INSTALLED AT A QUARTER TURN.

<u>LVT:</u>
INTERFACE BOUNDARY METALLICS STYLE: A006 COLOR: A00607 DESERT SHADOW

• 7-11
• 7'-11"
• 7'-11"
• 7'-11"
• 7'-11"
• 7'-11"
• 7'-11"

•

•

WALL & CONVECTOR PAINT COLOR: ANCIENT IVORY: OC-133 BENJAMIN MOORE

<u>ABBREVIATIONS:</u> LVT — LUXURY VINYL TILE GYP BD — GYPSUM BOARD

AC - ACOUSTICAL CEILING TILES (SEE SPECIFICATION ON REFLECTED CEILING PLAN)

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CONSTRUCTION

8th FLOOR GUT REHAB FOR JUSTICE CENTER

LOCATION:

SHIRLEY A. CHISHOLM 55 HANSON PLACE BROOKYLN, NY 11217

OFFICE OF GENERAL SERVICES

DRAWING NUMBER:

07/16/2019 | REVISION NO. 2 07/01/2019 | REVISION NO. 1 12/17/2018 | FINAL DRAWINGS 11/08/2018 | FIELD CHECK & REVIEW SET 6/29/2018 | SPACE PLANS DATE DESCRIPTION

PROJECT 188357 NUMBER: SPACE PLANNER KRYSTYNA CARDISH

DESIGNER: YSP DRAWN BY: YSP APPROVED BY:

SHEET TITLE:

CONSTRUCTION PLAN & ROOM FINISH SCHEDULE

SHEET NUMBER:

A - 103

NEW WALL TYPE 2 TO BE INSTALLED, SEE

DETAIL ON 2/A-501

DOOR SCHEDULE ABBREVIATIONS							
DOOR MATERIALS WD: WOOD DOOR FINISH: MASONITE ARCHITECTURAL, ASPIRO SERIES, NATURAL BIRCH, NUTMEG FRAME MATERIALS	GLASS TYPE LS: 4"X25"X4" THICK LAMINATED SAFETY GLASS SIDE LIGHT: 1'-2"X5'-4"X4" THICK LAMINATED SAFETY GLASS OR APPROVED EQUAL						
KDHM: KNOCK DOWN HOLLOW METAL (16 GAUGE, A60 GALVANNEALED STEEI, HEAVY DUTY STRIKE REINFORCEMENTS DOOR FRAME TO BE PAINTED GRAY AFTER INSTALLATION DOOR TYPES	HAND TYPE LH: LEFT HAND HID DESCRIPTION LEFT HAND L						
F: FLUSH NV: NARROW VISION (4×25) FSL: FLUSH WITH SIDELITE LVR: LOUVERS	ANCHOR TYPES KD: KNOCK DOWN FRAME ANCHOR						

HARDWARE SETS: ANTIQUE PEWTER (620)

- \langle 1 \rangle 3 HEAVY WEIGHT, FULL MORTISE, BALL BEARING, STEEL HINGES 1 HEAVY DUTY SURFACE DOOR CLOSER FOR BARRIER FREE OPENING FOR ACCESSIBILITY BY THE PHYSICALLY DISABLED. CLOSURES ARE NON-SIZED W/ SPRING POWER ADJUSTABILITY & PARALLEL ARM W/ CUSH (COMPRESSION) STOP ARM
 - 1 LEVER HANDLES & ESCUTCHEONS SET (PAIR, W/ SPINDLE)
 1 CONVENTIONAL MORTISE CYLINDER
 - 1 CARRY BAR C2 DOOR SILENCERS ELECTRIC STRIKE
 - CARD READER
- 3 HEAVY WEIGHT, FULL MORTISE, BALL BEARING, STEEL HINGES $\binom{2}{2}$ 1 LEVER HANDLES & ESCUTCHEONS SET (PAIR, W/ SPINDLE) 1 CONVENTIONAL MORTISE CYLINDER
- 1 CARRY BAR C2 DOOR SILENCERS 1 OFFICE LOCK SET

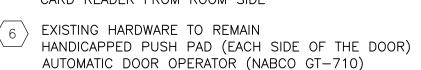
1 STORE RM LOCK SET

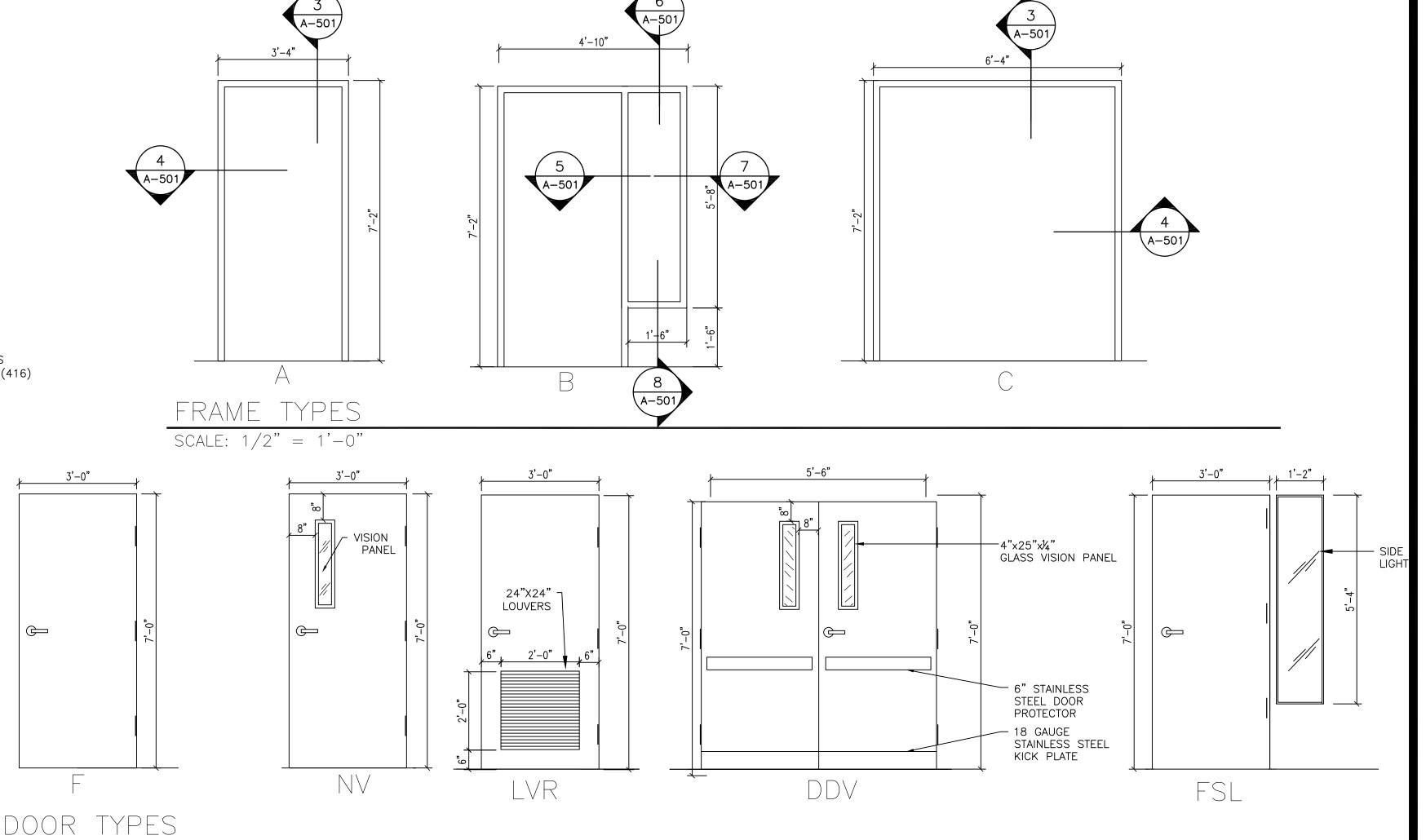
- (KEY IN OUTSIDE LEVER & PUSH BUTTON OR THUMBTURN ON INSIDE)
- 3 HEAVY WEIGHT, FULL MORTISE, BALL BEARING, STEEL HINGES 1 LEVER HANDLES & ESCUTCHEONS SET (PAIR, W/ SPINDLE) 1 CONVENTIONAL MORTISE CYLINDER 1 CARRY BAR C2 DOOR SILENCERS
- 3-EACH HEAVY WEIGHT, FULL MORTISE, BALL BEARING, STEEL HINGES 1-EACH HEAVY DUTY SURFACE DOOR CLOSER FOR BARRIER FREE OPENING FOR ACCESSIBILITY BY THE PHYSICALLY DISABLED. CLOSURES ARE NON-SIZED W/ SPRING POWER ADJUSTABILITY & PARALLEL ARM W/ CUSH (COMPRESSION) STOP ARM
- 1-EACH LEVER HANDLES & ESCUTCHEONS SET (PAIR, W/ SPINDLE) 1-EACH CONVENTIONAL MORTISE CYLINDER
- 1-EACH CARRY BAR C2 DOOR SILENCERS
- ELECTRIC STRIKE
- CARD READER (PROGRAM CARD READER FOR HANDICAPPED PUSH PAD ACCESS) 1 HANDICAPPED PUSH PAD (EACH SIDE OF THE DOOR) AUTOMATIC DOOR OPERATOR (NABCO GT-710)

____ 3 HEAVY WEIGHT, FULL MORTISE, BALL BEARING, STEEL HINGES 5 1 LEVER HANDLES & ESCUTCHEONS SET (PAIR, W/ SPINDLE) (416) 1 CONVENTIONAL MORTISE CYLINDER (352) 1 CARRY BAR C2 DOOR SILENCERS (637)

SCALE: 1/2" = 1'-0"

ELECTRIC STRIKE CARD READER FROM ROOM SIDE





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CONSTRUCTION

8th FLOOR GUT REHAB FOR JUSTICE CENTER

LOCATION:

SHIRLEY A. CHISHOLM 55 HANSON PLACE BROOKYLN, NY 11217

OFFICE OF GENERAL SERVICES

DRAWING NUMBER:									
	07/16/2019	REVISION NO. 2							
	07/01/2019	REVISION NO. 1							
	12/17/2018	FINAL DRAWINGS							
	11/08/2018	FIELD CHECK & REVIEW SET							
	6/29/2018	SPACE PLANS							
MARK	DATE	DESCRIPTION							
PROJECT NUMBER:	18	88357							
SPACE PLANNER	KRYSTYNA CARDISH								

APPROVED BY: SHEET TITLE:

DESIGNER:

DRAWN BY:

DOOR SCHEDULE & DETAILS

YSP

YSP

SHEET NUMBER:

A - 601