



Office of General Services

DIVISION OF FINANCIAL ADMINISTRATION

ADDENDUM #2

Invitation for Bid # 2269

Date: November 21, 2019

Subject: Bid due date change, updated Appendix A, revisions to scope of work, and Questions and Answers

Title: Electrical Distribution Equipment Testing, Maintenance, and Repair at several Albany, NY locations

Bid Due Date: Original Bid Due date: December 5, 2019 @ 2:00 PM
Revised Bid Due date: December 12, 2019 @ 2:00 PM

Address Bids to: Dan Schenkman
Division of Financial Administration
NYS Office of General Services
32nd Floor, Corning Tower
Empire State Plaza
Albany, New York 12242
IFB #2269

Site Visit Attendees (in alphabetical order):

ABB Industrial Solutions
HMT, Inc. (High Voltage Maintenance & Technical Services)
Kasselman Electric
Magna IV Engineering
Matco Electric Corporation
O'Connell Electric Company, Inc.
Power Edge Inc.
Siemens Industry, Inc.

Due Date Change: Section 1.3 Key Events – Bid Due Date/ Bid Opening Date has been changed as follows:

Bids are due on December 12th, 2019 by 2:00 pm.

Notices:

NYS Appendix A – Standard Clauses for New York State Contracts has been updated effective October 2019. This revised version (attached) will replace the version included in IFB #2269.

Revisions: Section 2.5.12(f) has been revised as follows:

f. Specific Qualifications included but not limited to:

1. All specialists/technicians and electricians working on any voltage gear shall be OSHA 10 certified, including 8-hour arc flash training,
2. All specialists/technicians ~~and electricians~~ working on voltage gear that is above 600 volts shall be certified as a "NETA Level 3 Test Technician".
3. All specialists/technicians ~~and electricians~~ prior to working on the ESP Network Protectors shall have taken and successfully completed a three-day seminar on Network Protector troubleshooting offered by the equipment manufacturer.
4. Electrician's experience must be at Journeyman level or above.
- ~~5. Electricians must have the ability to service all equipment listed in each lot being bid.~~
- ~~6. Journeyman electricians are to assist the OGS Utilities Electrical Distribution Shop with routine housekeeping, lighting, maintenance, reading and rounds inspections, switching operations, troubleshoot and repair 480-volt ATS's, MCC's, and other tasks to ensure distribution equipment is continually made available for maintenance and testing.~~
- ~~5.7. Specialists/technicians will be working on equipment the electricians are not qualified for.~~

Questions & Answers:

1. Q: Please provide the previous 5 year schedule so we have an idea on when previous outages occurred. As your guys that led our tour said they had this to offer.

A: Please see Attachment 1 and section 2.5.1 General Requirements.

2. Q: Please send a list of equipment that will be included in this project that is not listed in the IFB. This was also discussed with the gentleman that led our tour. A project of this size truly needs an accurate scope of work.

A: Please see Attachment 2 – Empire State Plaza (ESP) Substation Equipment List and sections 2.5.1 General Requirements and 2.5.6 Switchgear; (480 and 208 Line Voltage).

3. Q: Are the ATS's part of the scope?

A: Yes.

4. Q: Based on the week one walk through it was stated that we are to infrared everything in the electrical room. This would be a lot more equipment then was on our scope. Please confirm that portion of the scope.

A: Before a building is shut down for preventative maintenance to be performed, the covers will be removed from the switchboards for IR scanning of the buses, fuses, mains and ties. Also, at this time the doors to the ATS's would be opened and an IR scan would be done. If hot spots do show on any of the scanned equipment, it should be addressed during the preventative maintenance shutdown.

5. Q: At the river there was more relays that stated on the inventory. Can you please send a revised inventory list?

A: The 6th SEL that was seen on the 28858 (WEST) switchgear is on the ethernet cabinet and is a SEL 2020 Communication Processor and not a relay. Not all of the SEL 351 and 351-A relays are presently being used but have been inventoried as we may bring them back on line. The SELs in Spare-1 sub-breaker and PF-1 sub-breaker are in use.

6. Q: Lot C: There were a few locations where the Network Protectors associated with the emergency power were not included in the IFB. Can you confirm that you would want these tested as well?

A: The emergency transformers do not have network protectors on them. The ATS's, emergency switchboards & emergency transformers are included in the IFB (Section 2.1 Scope of Work & 2.5.1 General Requirements).

7. Q: Lot C: During the walk thru, it was mentioned that the substations downstream of the network protectors would have that equipment tested even though there is no mention of it in the IFB. If this equipment is to be tested, can a detailed list of equipment be provided along with what type of testing is to be completed, the frequency of the testing, and when the testing would need to be done, for example regular working days or off hours.

A: All the equipment in the switchboard rooms including the ATS's are to be serviced, refer to IFB sections 2.1 and 2.5.1. Attachment 2 in response to question 2 includes equipment of record. The IFB includes all the branch circuit switches for the switch boards that feed various loads in the buildings. This equipment would be serviced during a 12-hour, 5-year electrical preventative maintenance shutdown that is usually performed on Saturdays. The schedule of shutdowns was previously sent in response to question 1 – Attachment 1.

8. Q: Lot B2: During the walk thru it was mentioned that all the equipment that we were shown would be getting tested yet the IFB lists only certain equipment along with the frequency of the testing and which type of testing to be done. If this additional equipment is to be tested, can a detailed list of equipment be provided along with what type of testing is to be completed, the frequency of the testing, and when the testing would need to be done, for example regular working days or off hours.

A: Refer to response to question 7. Attachment 3 – Downtown Building Equipment List includes equipment of record. Also refer to section 2.5.1 General Requirements subsection “b” for the maintenance and testing requirements.

9. Q: With respect to IFB Section 5.8 Procurement Rights Item 6, will OGS negotiate with the Bidder on commercial issues that are not contractually required by NY State Law or Public Law, including but not limited to: warranty, indemnification, insurance, and limitation of liability, consistent with industry standards for electrical equipment manufacturers and service providers?

A: The listed commercial issues “warranty, indemnification, insurance, and limitation of liability” are non-negotiable.

10. Q: Is this ongoing or based on one outage at a time? (mentioned on RFI that vaults can be down extended periods)

A: Outages are planned for normal hours (vaults and substation primaries) with others being planned off hours (buildings).

11. Q: Specification requires all MV work to be performed by a NETA certified electrician. NETA is for independent third party testing and OEMs (eg ABB, GE...) are excluded. Are OEMs allowed to bid this work?

A: Yes, OEMs are allowed to bid. NICET certification is considered a viable/equal alternative to NETA's accreditation and certification.

12. Q: Will national grid ground incoming line and issue a grounding permit?

A: Yes.

13. Q: Will customer install OSHA approved fall protection tie off points for the overhead switches?

A: Yes.

14. Q: During the site walk OGS representative said that vaults could be down for up to 3 months. Specifications says all work to happen on weekends only in a 12hour shift. Please clarify.

A: Due to the redundancy of our distribution system, we can take parts of our distribution system in the vaults and substations off-line for various reasons and durations allowing for weekday maintenance. The preventative maintenance performed in the building

switchboard rooms on normal and emergency power systems is performed off hours due to the disruption of power to the building.

15. Q: Specification is calling for 2 journeymen electricians. Is this requirement 2 journeymen electricians onsite full time 40hours/week?

A: Yes. Two, full time (40 hours per week) electricians are required onsite for each of the three individual Lots. See Bid Proposal Form.

16. Q: Specification is calling for 2 journeymen electricians. Is this requirement 2 journeymen electricians onsite for each building or for the awarded contract?

A: It is not required to have two journeymen electricians for "each building"; however, each lot being bid is required to have two journeymen electricians.

17. Q: With respect to IFB Section 2.5.12 Staffing Expectations, Item f., multiple references are made to technicians and electricians (including Journeyman level or above electrician experience). As there does not appear any scope of work requiring an electrician, licensed or unlicensed, will the OGS accept staffing by technicians for performance of the entire contract scope, including full-time staffing by technicians versus electricians for each of the three lots as described in IFB 2.5.1 a.? If OGS believes an electrician is required to perform any part of the scope of work, please provide an explanation.

A: No, the electrician and technician are not interchangeable. Please see Revision above to section 2.5.12(f).

Reminder: Bids are due no later than December 12, 2019 @ 2:00 PM

All other terms and conditions remain unchanged.

***If submitting a bid, this Addendum #2 for IFB #2269 must contain an original signature, be dated, attached to, and made a part of your bid.**

Company Name_____

Address (include City, State, Zip)_____

Bidders Name (please print)_____

Title_____

Signature_____

Date_____

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. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the

Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, 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-

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

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of

\$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this 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. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by

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

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.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.

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. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 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.

Attachment 1

FUTURE "E" TEST DATES		EMERGENCY POWER TEST SCHEDULE														
ACTUAL PAST PM DATES																
SWITCHGEAR AREA	AREA SERVED	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025				
SUBSTATION CACP	CENTRAL CHILL PLANT					Not done due to chillers.										
SUBSTATION E & F	AGENCY # 3 & MAIN PLATFORM			6/10/2017			8/15/2020			2023						
SUBSTATION G & H	AGENCY # 4 & MAIN PLATFORM	6/27/2015				5/11/2019			2022			2025				
SUBSTATION I & J	AGENCY # 1 & MAIN PLATFORM				5/19/2018			2021			2024					
SUBSTATION K & L	AGENCY # 2 & MAIN PLATFORM			4/29/2017			6/13/2020			2023						
SUBSTATION M & N	SWAN STREET CORES # 1 & 2			5/20/2017			5/16/2020			2023						
SUBSTATION O & P	SWAN STREET CORES # 3 & 4			5/20/2017	4/14/2018			2021			2024					
SUBSTATION Q & R	LEGISLATIVE OFFICE BUILDING	8/22/2015			11/3/2018			2021			2024					
SUBSTATION S & T	JUSTICE OFFICE BUILDING			5/13/2017			9/12/2020			2023						
SUBSTATION U & V	MEETING CENTER MAIN PLATFORM		10/1/2016			7/27/2019			2022			2025				
SUBSTATION W & X	MAIN PLATFORM	8/8/2015			8/18/2018			2021			2024					
SUBSTATION Y & Z	CORNING TOWER EAST PARK. GAR.	9/12/2015			9/22/2018			2021			2024					
SUBSTATION AA & BB	CORNING TOWER	9/12/2015			9/22/2018			2021			2024					
SUBSTATION CC & DD	HEALTH LABS				6/16/2018			2021			2024					
SUBSTATION EE & FF	CULTURAL CENTER WEST SIDE				3/17/2018	4/27/2019							Done together every March.			
SUBSTATION GG & HH	CULTURAL CENTER EAST SIDE				3/17/2018	4/27/2019							Done together every March.			
RIVERFRONT PUMP STATION	RIVERFRONT PUMP STATION	Not done due to no back up power														
CAPITOL BUILDING	CAPITOL BUILDING			9/30/2017		7.20.19	2020			2023						
SHERIDAN AVE. STEAM PLANT	SHERIDAN AVE. STEAM PLANT	Not done due to boilers.														
EXECUTIVE MANSION	EXECUTIVE MANSION	Done with GG-HH														
A.E. SMITH BLDG.	A.E. SMITH BUILDING				9/8/2018			2021			2024					

Attachment 1

FUTURE PM DATES												
ACTUAL PAST PM DATES												
SWITCHGEAR AREA	AREA SERVED	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
SUBSTATION CACP	CENTRAL CHILL PLANT		10/8 B&D Board	1/14 A&C1 Board					2022			
SUBSTATION E & F	AG3 & Surrounding Platform					6/1/2019						
SUBSTATION G & H	AG4 & Surrounding Platform	6/27/15					7/25/2020					2025
SUBSTATION I & J	AG1 & Surrounding Platform			8/26/2017					2022			
SUBSTATION K & L	AG2 & Surrounding Platform					9/7/2019					2024	
SUBSTATION M & N	Swan Street Bldg cores 1&2	5/16/15					4/25/2020					2025
SUBSTATION O & P	Swan Street Bldg cores 3&4				4/14/18					2023		
SUBSTATION Q & R	LOB			11/4/17					2022			
SUBSTATION S & T	JOB					4/6/2019					2024	
SUBSTATION U & V	EGG				Cancelled	8/24/2019					2024	
SUBSTATION W & X	Meeting Center				Cancelled	8/10/2019					2024	
SUBSTATION Y & Z	CORNING TOWER EAST PARK. GAR.		5/7/16					2021				
SUBSTATION AA & BB	CORNING TOWER		11/5/16					2021				
SUBSTATION CC & DD	Health Labs		10/29/16					2021				
SUBSTATION EE & FF	CEC west		4/23/16					2021				
SUBSTATION GG & HH	CEC east and Mansion				10/27/18					2023		
RIVERFRONT PUMP STATION	RFSP			10/7/17					2022			
CAPITOL BUILDING	Capitol				11/17/18	7/20/2019				2023		
SHERIDAN AVE. STEAM PLANT	SASP	10/10/15					TBD 2020					2025
EXECUTIVE MANSION	Mansion	Done with GG-HH										
A.E. SMITH BLDG.	AESOB			6/24/17					2022			

Attachment 2 - Empire State Plaza (ESP) Substation Equipment List

[illegible]

Attachment 2 - ESP Substation Equipment List

Agency 3 Substation EF		
Switchboards	ATS	Switches
E	1C	E main
F	2C	F main
Emergency C	3	Bus tie
	4	
	5	
	6	
	7	
	8	
	9	
	10	
	11	
	12	
	13	
	MR	

Attachment 2 - ESP Substation Equipment List

Agency 4 Substation GH		
Switchboards	ATS	Switches
G	1	G main
H	2	H main
Emergency D	3	Bus tie
	4	
	5	
	6	
	7	
	8	
	9	
	10	
	11	
	12	
	13	
	MR	

Attachment 2 - ESP Substation Equipment List

Agency 1 Substation IJ		
Switchboards	ATS	Switches
I	1	I main
J	2	J main
Emergency A	2A	Bus tie
	3	
	4	
	5	
	6	
	7	
	8	
	9	
	10	
	11	
	12	
	13	
	14	
	15	
	17	
	18	
	MR	

Attachment 2 - ESP Substation Equipment List

Agency 2 Substation KL		
Switchboards	ATS	Switches
K	1	K main
L	2	L main
Emergency B	2A	Bus tie
	3	
	4	
	5	
	6	
	7	
	8	
	9	
	10	
	11	
	12	
	13	
	14	
	DOH-UPS-1	
	MR	

Attachment 2 - ESP Substation Equipment List

Swan Street Bldg South Substation MN		
Switchboards	ATS	Switches
M	SC-1	M main
N	S1	N main
Emergency DPH-E1	S3	Bus tie
	S4	
	S5	
	S6	
	S7	
	S8	
	S14A	
	S15A	
	OFT-AC-1	
	OFT-AC-2	

Attachment 2 - ESP Substation Equipment List

Swan Street Bldg North Substation OP		
Switchboards	ATS	Switches
O	CAPNET-1	O main
P	CAPNET-2	P main
Emergency	SC-2	Bus tie
	S2	
	S9	
	S10	
	S11	
	S12	
	S13	
	S16	
	S17	
	S18	
	S19	
	S20	
	S21	
	S22	

Attachment 2 - ESP Substation Equipment List

[illegible]

Attachment 2 - ESP Substation Equipment List

[illegible]

Attachment 2 - ESP Substation Equipment List

Egg Substation UV		
Switchboards	ATS	Switches
U	1	U main
V	2	V main
Emergency E	3	Bus Tie
	4	
	5	
	6	
	7	
	8	
	9	
	10	
	11	
	12	
	13	
	14	
	15	
	16	

Attachment 2 - ESP Substation Equipment List

Meeting Center/Platform Substation WX		
Switchboards	ATS	Switches
W	3	W main
X	4	X main
Emergency F	5	Bus tie
	6	
	7	
	8	
	9	
	10	
	11	
	12	
	13	
	14	
	15	
	16	

Attachment 2 - ESP Substation Equipment List

[illegible]

Attachment 2 - ESP Substation Equipment List

[illegible]

Attachment 2 - ESP Substation Equipment List

Health Labs 88' level Substation CC-DD		
<i>Switchboard</i>	<i>ATS</i>	<i>Switches</i>
Emergency	1	CC main
CC	2	DD main
DD	3	Bus Tie
	4	
	5	
	6	
	7	
	8	
	9	
	10	
	11	
	12	
	13	
	14	

Attachment 2 - ESP Substation Equipment List

[illegible]

Attachment 2 - ESP Substation Equipment List

[illegible]

Attachment 2 - ESP Substation Equipment List

GRAND TOTALS @ ESP		
Switchboards	ATS	Switches
54	191	48

These counts are not exact but are close.

Attachment 3 - Downtown Building Equipment List
Alfred E. Smith Office Building

Switchboards	ATS	Switches
S	A	S Main
NSH	B	NSH Main
NSL	C	NSL Main
EMERGENCY	D	Buss Tie
Branch Ckts	E	EMERGENCY Main
	F	
	FIRE ALARM	
Elevator	1	
	2	
	3	
	4	
	5	

Basement

Cellar

Attachment 3 - Downtown Building Equipment List
State Capital Office

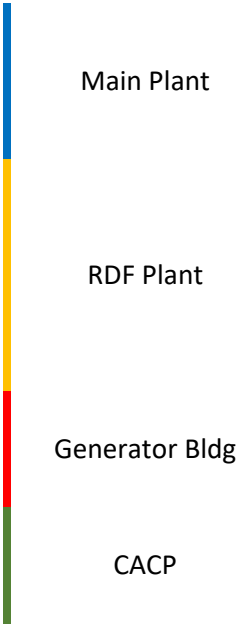
Switchboards	ATS	Switches	
PS-1		MSS-1	"77" Room
PS-2		MSS-2	
		MSS-3	
		MSS-4	
		MSS-5	
		MSS-6	
LS-1	ATS-Elev1	LS-1 Tie	Engine Room
LS-2	ATS-Elev2	LS-2 Tie	
LS-3	ATS-Elev3	LS-3 Tie	
Branch Ckts	ATS-Elev4		
Emergency LTS	ATS-5		
Emergency PWR	ATS-6		
	ATS-7		
	ATS-8		

Attachment 3 - Downtown Building Equipment List Riverfront Pumping Station

[illegible]

Attachment 3 - Downtown Building Equipment List
Sheridan Avenue Steam Plant

Switchboards		Switches
PS-A		PS-A main
PS-B		PS-B main
LS-1A		PS-Tie
LS-1B		Puffer
LS-2A		LS-1 Main A
LS-2B		LS-1 Main B
		LS-1 Tie
		LS-2 Main A
		LS-2 Main B
Emergency		LS-2 Tie
		MB-1
		MB-2
		Tie 3
		SW-4
		SW-5
		SW-6
Branch Ckts		





DIVISION OF FINANCIAL ADMINISTRATION

ADDENDUM #1

Invitation for Bid # 2269

Date: October 25, 2019

Subject: Lot B (B1 & B2) Site Visit Date Changes

Title: Electrical Distribution Equipment Testing, Maintenance, and Repair at several Albany, NY locations

Bid Due Date: **December 5, 2019 @ 2:00 PM**

Address Bids to: Dan Schenkman
Division of Financial Administration
NYS Office of General Services
32nd Floor, Corning Tower
Empire State Plaza
Albany, New York 12242
IFB# 2269

Revision: Section 1.3 Key Events – Mandatory Site Visit Lot B (B1 and B2) site visits have been revised as follows:

Lot B1 - W. Averell Harriman State Office Building Campus, Multiple Buildings has changed to Thursday, October 31, 2019 at 9:00 am.

Lot B2 - Alfred E. Smith Office Building, State Capital Office Building, Riverfront Pumping Station, Sheridan Avenue Steam Plant, and Sheridan Avenue Emergency Power Generator Plant, Downtown Albany has changed to Wednesday, October 30, 2019 at 9:00 am.

Reminder: Bids are due no later than December 5, 2019 @ 2:00 PM

All other terms and conditions remain unchanged.

***If submitting a bid, this Addendum #1 for IFB #2269 must contain an original signature, be dated, attached to, and made a part of your bid.**

Company Name_____

Address (include City, State, Zip)_____

Bidders Name (please print)_____

Title_____

Signature_____

Date_____



INVITATION FOR BID (IFB) #2269

SOLICITED BY THE

NEW YORK STATE OFFICE OF GENERAL SERVICES FOR

ELECTRICAL DISTRIBUTION EQUIPMENT TESTING, MAINTENANCE,

AND REPAIR AT THE:

W. AVERELL HARRIMAN STATE OFFICE BUILDINGS CAMPUS AND

THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA

INCLUDING SEVERAL DOWNTOWN ALBANY STATE OWNED

FACILITIES

ISSUE DATE: September 27th, 2019

BID DUE DATE: December 5th, 2019 at 2:00 pm

Designated Contact:

Dan Schenkman

Voice: 518-474-4642

E-mail: Daniel.Schenkman@ogs.ny.gov

Alternate Contact:

Paige Corning

Voice: 518-474-8209

E-mail: Paige.Corning@ogs.ny.gov

Alternate Contact:

Erin Datri

Voice: 518-474-5981

E-Mail: Erin.Datri@ogs.ny.gov

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Appendix F.....SDVOB Requirements

Attachment 1.....Bid Proposal Form

Attachment 2.....Building Site Form

1. Introduction

1.1 Overview

The State of New York, Office of General Services (OGS), Real Property and Facilities Management (RPFM) oversees and operates approximately 18.6 million square feet of office space throughout New York State. To assist in their daily operations, OGS RPFM contracts with firms to provide various services.

The New York State Office of General Services is seeking bids to enter into a five-year contract with qualified contractors to provide testing, maintenance, and repairs to electrical distribution equipment services at:

W. Averell Harriman State Office Building Campus (Campus), the Governor Nelson A. Rockefeller Empire State Plaza (ESP), and several downtown Albany State owned facilities

A general description of the electrical distribution systems are as follows:

1. For the Campus there are two main National Grid transmission lines that enter the facility at 115,000 volts, which then get stepped down to 13,800 volts, which then gets transmitted to 19 buildings. At the buildings, the power is again stepped down to either 480Y/277V or 208Y/120V with the exception of building 17 (Outside) to 13.8kV to 4160/2400v.
2. For the ESP power enters from four main feeders at 34,500 volts, which is then stepped down to 13,800 volts and again stepped down at the buildings to 480Y/277V.
3. There are also five stand-alone facilities in downtown Albany - Alfred E. Smith State Office Building, State Capital State Office Building, Riverfront Pumping Station, Sheridan Avenue Steam Plant, and Sheridan Avenue Emergency Power Generator Plant, which are fed at varying voltages from 15,000 to 120/208V.

This is a multiple award Invitation for Bids (IFB) with bid packages broken down into separate bids for:

1. "High Voltage" (115,000V & 34,500V),
2. "Low Voltage" (15,000V to 120/208V) equipment, and
3. "Network Protectors" at the ESP.

Refer to "Section 2 - Scope of Work" for the specific service requirements and a list of service locations to be included under this contract.

1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Dan Schenkman, 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.

Dan Schenkman, Contract Management Specialist 1
NYS Office of General Services
Financial Administration – Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, NY 12242
Voice: 1-518-474-4642
Email: Daniel.Schenkman@ogs.ny.gov

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

Paige Corning, Contract Management Specialist 2
NYS Office of General Services
Financial Administration – Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, NY 12242
Voice: 1-518-474-8209
Email: Paige.Corning@ogs.ny.gov

Erin Datri, Contract Management Specialist 3
NYS Office of General Services
Financial Administration – Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Voice: 1-518-474-5981
Email: Erin.Datri@ogs.ny.gov

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

Lori Brodhead, Compliance Specialist 1
NYS Office of General Services
MWBE and Community Relations
Corning Tower, 29th Floor, ESP
Albany, NY 12242
Voice: (518) 486-6866
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:

Anthony Tomaselli, Assistant Director
New York State Office of General Services
Division of Service-Disabled Veterans' Business Development
Empire State Plaza, Corning Tower
Albany, New York 12242
Voice: 1-518-474-2015
Email: Anthony.Tomaselli@ogs.ny.gov

1.3 Key Events

The Table below outlines the schedule for important action dates.

Action	Date	Time
OGS Issues Invitation for Bid (IFB)	September 27th, 2019	
Mandatory Registration - <u>Lot A and Lot C</u>	October 22nd, 2019	9:00 am
Mandatory Site Visit (<u>Lot A</u>) at the Governor Nelson A. Rockefeller Empire State Plaza, Downtown Albany: Main Platform Vault Areas	October 23rd, 2019	9:00 am
Mandatory Site Visit (<u>Lot C</u>) at the Governor Nelson A. Rockefeller Empire State Plaza, Downtown Albany: 16 Spot Network Substations	October 24th, 2019	9:00 am
Mandatory Registration - <u>Lot B1 and Lot B2</u> 2-day Site Visit	October 29th, 2019	9:00 am
Mandatory Site Visit (Lot B1) at the W. Averell Harriman State Office Building Campus, Multiple Buildings	October 30th, 2019	9:00 am
Mandatory Site Visit (Lot B2) at the Alfred E. Smith Office Building, State Capital Office Building, Riverfront Pumping Station, Sheridan Avenue Steam Plant, and Sheridan Avenue Emergency Power Generator Plant, Downtown Albany	October 31st, 2019	9:00 am
Deadline for Submission of Bidder Questions	November 13th, 2019	2:00 pm
OGS Issues Responses to Written Questions (estimated)	November 20th, 2019	
Bid Due Date/ Bid Opening Date	December 5th, 2019	2:00 pm
Contract Start Date	March 26th, 2020	

1.4 Mandatory Site Visit

Bidders intending to submit a bid will be required to attend each mandatory site visit for the Lot(s) they plan to bid on. If the Bidder plans to bid on all Lots they must attend all mandatory site visits. Site visits will include a tour of the grounds on the dates and times indicated in **Section 1.3 Key Events** above. These are the only dates and

times available for inspection. Alternate dates for additional site inspections **will not** be available. Attendees will be required to sign in and provide basic company and contact information. This information will be used to verify attendance and to communicate any changes to the solicitation (addenda). Therefore, it is imperative the provided information be legible and accurate. **Failure to attend the applicable mandatory site visit(s) will result in the rejection of the bid(s).** **The facilitator of the event will publicly announce the official start time of the site visit, which announcement shall be made no sooner than the time stated in Section 1.3 of Key Events above. Prospective bidders arriving after the official start time of the site visit will be precluded from attending the site visit, and therefore unable to submit a responsive bid.**

Due to security restrictions, all Bidders **must** pre-register with Dan Schenkman, Contract Management Specialist 1 by e-mail to Daniel.Schenkman@ogs.ny.gov **at least** 24 hours in advance for each Lot as indicated in **Section 1.3 Key Events**. There will be **ABSOLUTELY NO** registration past this time. If Bidders fail to pre-register, they will not be allowed to attend the site visit therefore resulting in rejection of their bid for that Lot. **To be considered registered for any site visit, you must complete the Building Site Form (Attachment 2) and submit it via e-mail to Dan Schenkman before the specified time and receive confirmation that you have been registered for the site visit.** If you have not completed this form or have not received confirmation from Mr. Schenkman, you **will not be** permitted to attend the site visit. It is recommended that attendees arrive at the building at least thirty minutes prior to scheduled time with photo identification.

For the Empire State Plaza site visit (Lot A & Lot C):

- Bidders will meet in the Concourse Room 125 (Southeast Corridor), ESP, Albany, NY 12242.

For the Campus site visit (Lot B1):

- Bidders will meet at Campus Building 17, Power House, 1220 Washington Avenue, Albany, NY 12242.

For the Downtown Albany Buildings site visit (Lot B2):

- Bidders will meet in the Concourse Room 125 (Southeast Corridor), ESP, Albany, NY 12242.

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

The site visit will provide an opportunity for Bidders to see the grounds first-hand, the tasks to be performed and the special needs of the facility. Questions during the site visit will be permitted. It is suggested that the Bidder note the question and ask at the end of the tour.

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

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

1.5 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 IFB.

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

IFB No. 2269

Electrical Distribution Equipment Testing, Maintenance and Repair at the W. Averell Harriman State Office Buildings Campus and the Governor Nelson A. Rockefeller Empire State Plaza including Several Downtown Albany State Owned Facilities

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

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

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

2. Scope of Work

2.1 Scope of Work– General

The State has attempted to identify every major unit of electrical distribution equipment which will require engineering appraisal/testing, maintenance and/or repairs/replacements. The equipment is located at the W. Averell Harriman State Office Building Campus (Campus), the Governor Nelson A. Rockefeller Empire State Plaza (ESP) complex, and several additional downtown Albany locations. Contractor's work will be performed in accordance with equipment manufacturer recommendations, applicable codes, rules, and regulations, the latest edition of the Maintenance Engineering Handbook, historical data, and/or as directed by the Office of General Services.

Each major unit of equipment including its appurtenant equipment shall be serviced through phases over the five-year contract term. The equipment for each location is listed below under **section 2.3 Description of Major Components/Parts**. The current planned work schedule (refer to **section 2.4 Schedule of Services**) for the equipment to be serviced shall be performed in the following phases:

- Year 1: Completion in 0-12 months from the start of the contract,
- Year 2: Completion in 12-24 months from the start of the contract,
- Year 3: Completion in 24-36 months from the start of the contract,
- Year 4: Completion in 36-48 months from the start of the contract, and
- Year 5: Completion in 48-60 months from the start of the contract.

As part of the services to be performed on an annual basis, the awarded contractor shall provide, in their base bid, two full time electricians for each lot being bid. Please refer to section 2.5 for General Requirements.

Note: The order of the equipment to be serviced is subject to change at the discretion of the Office of General Services.

2.2 Service Locations

2.2.1 W. Averell Harriman State Office Building Campus (Campus)

1. Building No. 03
2. Building No. 04
3. Building No. 05
4. Building No. 06
5. Building No. 07
6. Building No. 07A
7. Building No. 08, 08A
8. Building No. 09
9. Building No. 12- West
10. Building No. 12- East
11. Building No. 17- Outdoors
12. Building No. 17- Indoors
13. Building No. 18

14. Building No. 21
15. Building No. 22- Superstructure
16. Building No. 22- Substructure
17. Building No. 24
18. Building No. 30 – Outdoors

2.2.2 Governor Nelson A. Rockefeller Empire State Plaza (ESP) and Downtown Albany Facilities

1. Governor Nelson A. Rockefeller Empire State Plaza
2. Alfred E. Smith State Office Building
3. State Capitol
4. Riverfront Pumping Station
5. Sheridan Avenue Steam Plant
6. Sheridan Avenue Emergency Power Generator Plant

2.3 Description of Major Components/Parts

2.3.1 W. Averell Harriman State Office Building Campus (Campus)

Electrical Power Distribution – Campus

1. There are two main National Grid transmission lines that feed the Harriman Campus Switchyard. They are the #12 Woodlawn Line and the #15 Menands Line.
2. The two lines supply the switchyard 115KV via two SF6 vacuum breakers (R-12 & R-15).
3. The two vacuum breakers provide 115KV to four 13.8KV step-down transformers with automatic tap changers, designated 'A', 'B', 'C', & 'D', and are normally paralleled via the 8177 air switch. *
 - a. In the event a 115KV utility transmission line is lost, all transformers will be fed by the remaining line through the 8177 air switch.
4. The four transformers feed their respective 13.8KV metal clad switchgear through main breakers & tie breakers and can be paralleled through the tie buss.
 - a. In the event a transformer is lost, that switchgear line-up can be fed from another transformer via the tie buss/tie breaker.
5. Each metal clad switchgear line up (bank) distributes 13.8KV to building substations throughout SUNYA and the site via Westinghouse/Cutler-Hammer 1200A high voltage air circuit breakers.
6. Each building's primary switch feeds either a single-ended or double-ended substation; 13.8KV to 480Y/277V step-down transformer or 13.8KV to 208Y/120 VAC step-down transformer and associated switchgear.
 - a. Building #'s 03, 21, 24, & 30 Outdoors are single-ended substations.
 - b. Building #'s 04, 05, 06, 07, 07A, 08, 08A, 09, 12 West, 12 East, 17 Indoors, 18, 22 Superstructure, and 22 Substructure are double-ended substations.

- c. Building #'s 04, 05, 06, 07A, 08, 08A, 09, 12 West, 12 East, 17 Indoors, 18, 21, 22 Superstructure, 22 Substructure, 24, and 30 Outdoors transformers step-down from 13.8KV to 480Y/277V.
 - d. Building #'s 03, & 07 transformers step-down from 13.8KV to 208Y/120 VAC.
 - e. Building # 17 Outdoors from 13,800ΔKV to 4160/2400v.
 - f. Building #'s 08 & 09 15.5 kV 3-way Triad Gas Switch with Deadbreak Apparatus Bushings All Ways, Manufactured by G&W Electric Co. Model # VT33-376E-40RP.
7. Each substation's branch circuit loads are fed by various types and manufacturers of circuit breakers.

The following flow chart depicts the above described electrical power distribution description for the W. Averell Harriman State Office Building Campus.

The 8177 air switch parallels the National Grid transmission lines (#12 & #15) in the W. Averell Harriman SOBC switchyard allowing transmission power to travel in either direction through the yard.

Electrical Power Distribution Equipment

Campus

Campus Buildings – LOT B1 (13.8KV step-down to 480VAC or 208VAC; located indoors unless noted)

- 1. Building No. 3 (208VAC)**
 - a. (1) Eaton 500KVA dry transformer, 13.8KV/208V
 - b. (2) Eaton MVS 13.8KV Breaker
 - c. (1) Eaton 1,600 Amp Main
 - d. (15) Eaton Sub breakers
- 2. Building No. 4**
 - a. Currently being rehabbed estimated completion 2020
 - b. (4) 1,200 amp 15 kv primary breakers
 - c. (2) 1,500 kva transformers 13.8 kv: 480/277v
 - d. (3) Eaton 2,500 amp 480v main & tie breakers
 - e. (1) Eaton 1,600 amp 480v breaker
 - f. (7) Eaton 800 amp 480v breakers
 - g. (2) 600 amp 480v fused disconnect switches servicing the fire pump
 - h. (3) Automatic Transfer Switches
- 3. Building No. 5**
 - a. (2) Square-D 1,000KVA dry transformers, 13.8KV/480/277V
 - b. (4) Square-D HVL Duel trip 13.8KV primary Breaker
 - c. (4) Square-D 1,600Amp 480v main & tie
 - d. (15) square-D 480v sub breakers
 - e. (3) ATS's
- 4. Building No. 6**
 - a. (4) Siemens 13.8 kv 600 amp 3 pole breakers

- b. (2) Siemens 1500 kva transformers 13.8 kv : 480 v wye / 277 v
- c. (3) Siemens 3000 amp 480 v main & tie breakers
- d. (6) Siemens 800-amp 480 v switchboard breakers
- e. (3) Siemens 400-amp 480 v switchboard breakers
- f. (2) Siemens 175-amp 480 v switchboard breakers
- g. (1) PLC for auto transfer
- h. (2) Power Monitors

5. Building No. 7 (208VAC)

- a. (4) GE Type AK-75 Circuit Breakers
- b. (2) GE Type AK-50 Circuit Breakers
- c. (24) GE Type AK-25 Circuit Breakers
- d. (4) GE Interrupter Switches
- e. (2) Van Tran 650 KVA Transformer (Silicone) 13,800ΔKV:208Y/120V Serial Numbers 687054A and 687054B
- f. (2) AC Voltmeters
- g. (2) AC Ammeters

6. Building No. 7A

- a. (2) Van Tran 1000 KVA (Silicone) 13,800ΔKV:480Y/277V
- b. (3) SSD20 GE Breakers 2000 Amps
- c. (16) GE Spectra Breakers 600 Amps
- d. (5) GE Spectra Breakers 400 Amps
- e. (2) GE Spectra Breakers 150 Amps
- f. (2) GE Spectra Breakers 30 Amps
- g. (4) Federal Pacific Interrupter Switches

7. Building No. 8, 8A

- a. (26) GE Type AK-50 Circuit Breakers
- b. (7) GE Type AK-75 Circuit Breakers
- c. (4) Westinghouse Tri-Pak Molded Case Circuit Breakers
- d. (4) AC Ammeters
- e. (4) AC Voltmeters
- f. (4) GE Watt-hour Meters
- g. (1) GE Type SST Pulse Totalizer
- h. (4) Eaton 1,500KVA Silicone (FR3) filled transformer's 13.8KV/480/277V
- i. (8) Square-D HVL 13.8KV primary breaker
- j. (1) 15.5 kV 3-way Triad Gas Switch
- k. 480V breakers are same

8. Building No. 9

- a. (2) 1000 KVA Van Tran (Silicone) 13,800ΔKV:480Y/277V
- b. (7) GE Type AK-25 Circuit Breakers
- c. (6) GE Type AK-15 Circuit Breakers
- d. (4) GE Type AK-50 Circuit Breakers
- e. (4) Interrupter Switches
- f. (2) AC Ammeters
- g. (2) AC Voltmeters
- h. (1) 15.5 kV 3-way Triad Gas Switch

9. Building No. 12 – West

- a. (3) GE Type AK-75 Circuit Breakers
- b. (4) GE Type AK-50 Circuit Breakers
- c. (8) GE Type AK-25 Circuit Breakers
- d. (4) GE Interrupter Switches
- e. (2) Van Tran 1500 KVA Transformers (Silicone) 13,800ΔKV:480Y/277V
- f. (4) GE Cat. #701X Kilowatt Hour Meters

10. Building No. 12 – East

- a. (5) GE Cat. #H701X Kilowatt Hour Meters
- b. (3) GE Type AK-75 Circuit Breakers
- c. (1) GE Type AK-50 Circuit Breakers
- d. (13) GE Type AK-25 Circuit Breakers
- e. (4) GE Interrupter Switches
- f. (2) Van Tran 1500 KVA Transformers (Silicone) 13,800ΔKV:480Y/277V
- g. (2) AC Ammeters
- h. (2) AC Voltmeters

11. Building No. 17 Substation (Outdoors)

- a. (8) ABB Model DPU 2000R Distribution Protection Relays
- b. (4) ABB Model DPU 2000R Feeder Protection Relays
- c. (2) ABB Model DPU 2000R Transformer Protection Relays
- d. (3) ABB AMVAC Model #MA3H211000000010, 2000A, 15KV Circuit Breakers
- e. (10) ABB AMVAC Model #MA3H110000000010, 1200A, 15KV Circuit Breakers
- f. (2) Van Tran 7,500 KVA Transformer (Silicone) 13,800ΔKV:4160Y/2400V Serial Numbers 860341A and 860341B

12. Building No. 17 Substation (Indoors)

- a. (2) 2500/2875/3833 GE Dry Type Transformers; 13,800ΔKV:480Y/277V
- b. (3) STD GE Breakers 4000 Amps
- c. (4) GE Hi IC Breakers 400 Amps

- d. (12) GE Hi IC Breakers 800 Amps
- e. (4) GE Hi IC Breakers 1200 Amps
- f. (4) ABB Model # DPU2000R Feeder Protection Relays
- g. (4) ABB AMVAC Model # MA3H11000000010, 1200A, 15KV Circuit Breakers
- h. (2) SQUARE D ISOFLEX Model 4 Medium voltage controller Class E2
- i. (4) SQUARE D ISOFLEX Model 3 Medium voltage controller class E2

13. Building No. 18

- a. (2) 750 KVA Van Tran (Silicone) 13,800ΔKV:480Y/277V
- b. (5) GE Type AK-50 Circuit Breakers
- c. (3) GE Type AK-25 Circuit Breakers
- d. (2) AC Ammeters
- e. (2) AC Voltmeters

14. Building No. 21

- a. (2) Interrupter Switches
- b. (1) 500 KVA Van Tran (Silicone) 13,800ΔKV:480Y/277V
- c. (2) GE Type AK-50 Circuit Breakers
- d. (3) GE Type AK-25 Circuit Breakers
- e. (1) GE Type AK-15 Circuit Breaker
- f. (1) AC Ammeter
- g. (1) AC Voltmeter

15. Building No. 22- Superstructure (May be relocated as per Project # 43585-E)

- a. (2) Square-D 13.8kv Metal clad breaker
- b. (2) Square-D 1,500kva dry transformer
- c. (4) 2,000amp Square-D breaker
- d. (6) 1,600amp Square-D breaker
- e. (1) 800amp Square-D breaker

16. Building No. 22- Substructure

- a. (31) Square D draw out breakers Model NW08H1 contained in Square D Power Zone II cubicles
- b. (1) Square D Spare NW08H1
- c. (1) Square D PLC XBTGT7340
- d. (2) Sets of Metal clad Switchgear Series 5 factory order # 17-21295878-002 and 17-21295878-003
- e. (2) Power Cast II dry Type XFMRs 2000/2667 KVA 13,800ΔKV:480Y/277V Serial # 21295878-004-01 and 21295878-005-01
- f. (2) Bolted Pressure Switch F-342438 and F-342439

17. Building No. 24

- a. (2) ABB AMVAC, 15amv20, 1200A; Model # MA3f1100000001p
- b. (1) ABB EMAX, Type E2, 480V, 1200A frame, rating plug:1200a; Model # d2sbedgc0a0f0xm

- c. (3) ABB EMAX, Type E2, 480V, 800A frame, rating plug: 800a; Model # d2sacdc0a000xm
- d. (7) ABB EMAX, Type E2, 480V, 800a frame, rating plug: 400a; Model # d2saadgc0a000xm
- e. (6) ABB single ratio, Type sab-1d, 7.0" wide current transformers; Model # 923a331g01
- f. (3) ITI current transformer, 1200:5A, relay class c100
- g. (1) Schweitzer SEL-451-2, 125/250vdc or 120/240 VAC, high current interrupting feeder protection relay.
- h. (3) ABB ARC protection relay, Type REA 101, 110-220vdc or 240VAC control power input; Model # 1mrs090416aaa
- i. (2) ABB Fuse SWGR style, 14400-120 V, 110KV bil.
- j. (1) 99J999999 ABB 3 phase unit substation transformer 500/560 KVA, 13,800ΔKV:480Y/277V KV liquid filled
- k. (1) APT TVSS 120ka/3 phase, 4wire, 320vac mc0v, fused disconnect, dry contacts/alarm.

18. Building No. 30 (Outdoors)

- a. (1) Federal Pacific Pad Mount Type PSI/II 15Kv Switchgear
- b. (1) 2500KVA Oil Filled – Fan Cooled Transformer 13.8 Kv: 480Y/277v

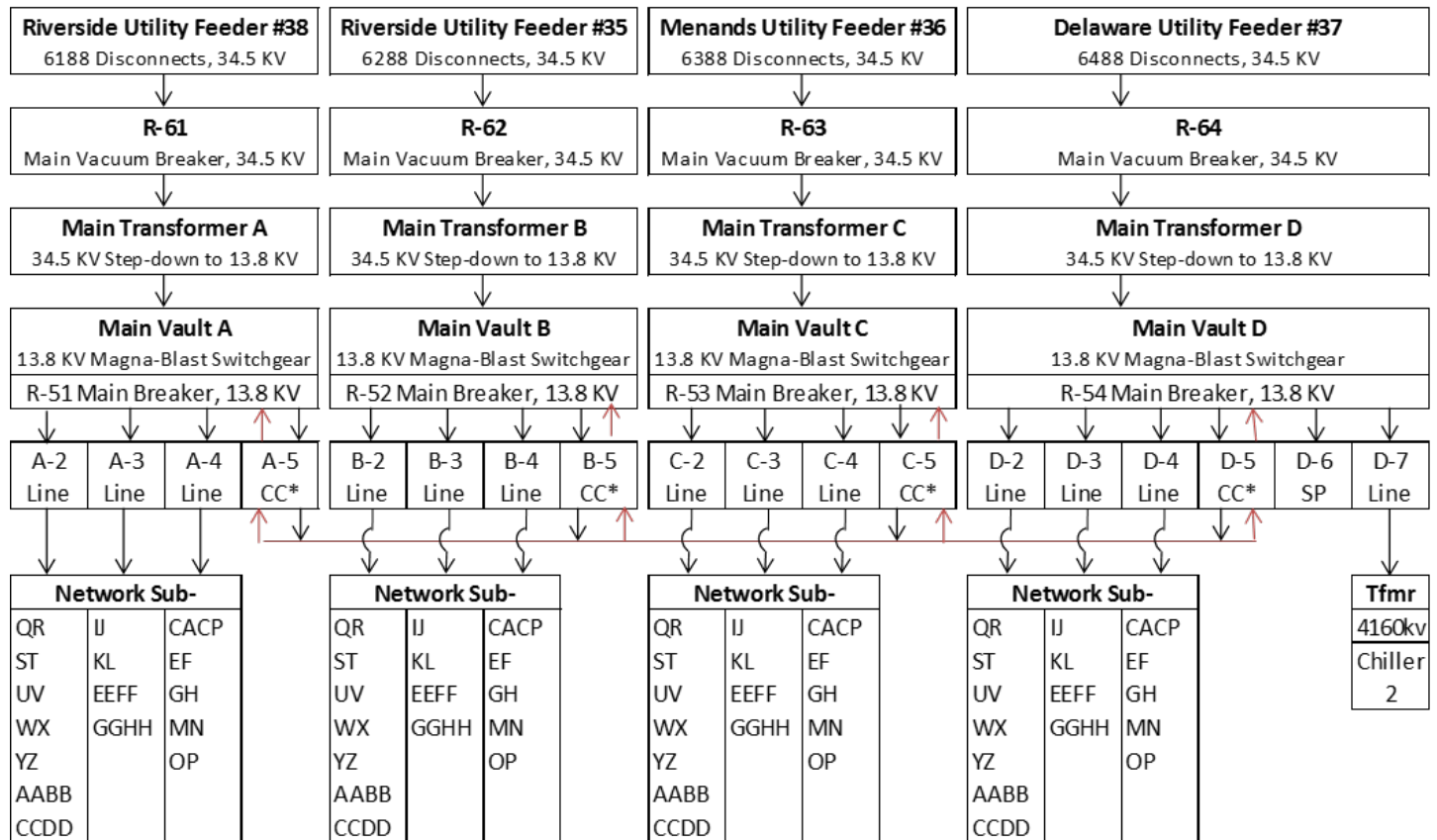
2.3.2 Governor Nelson A. Rockefeller Empire State Plaza (ESP)

Electrical Power Distribution Description –

ESP

1. There are four main National Grid feeders (numbered Riverside 35, Menands 36, Delaware 37, & Riverside 38) which currently service the Governor Nelson A. Rockefeller Empire State Plaza (ESP).
2. The four main feeder voltages are stepped down from 34.5KV to 13.8KV by four main vault substation transformers (labeled A, B, C & D).
3. The four main vault substation transformers supply 13.8KV to four main magna-blast switch gear line ups (labeled A, B, C & D).
4. Each of the four main vault substation magna-blast switchgear line ups distributes 13.8KV power to each of the 16 spot network substation building groups listed through their designated A, B, C or D sub breakers via feeder lines 2, 3 & 4 respectively.
5. In the event any of the four main substations are not available to maintain power redundancy to the ESP, each of the four main vault substation magna-blast switchgear line ups (A, B, C or D) can be back fed by means of cross connect sub breaker A, B, C or D-5.
6. Each of the 16 spot network substations then step-down the voltage from 13.8KV to 480VΔ/277VY by means of four network transformers, labeled A, B, C or D-2, 3 or 4; totaling 64 spot network substation transformers in all.
7. The four spot network transformers at each of the 16 spot network substations supply 480VΔ/277VY to their respective network substation switchboards for power distribution to the various loads throughout the ESP.

The following flowchart depicts the above described electrical power distribution description for the ESP:

Main Platform Vault Area for GNARESP (34.5 KV From National Grid)

* Means Cross Connect (CC)

Electrical Power Distribution Equipment/Schedule of Services –

ESP

Main Platform Vault Areas for ESP – LOT A (34.5 KV Step-down to 13.8 KV)

Outdoor Underground Vaults

1. **Riverside Utility Feeder # 38 (Oil Samples Yr. 1,2,3,4,5)**
 - a. (1) 6188 Ceiling Mounted Air Disconnect (34.5KV) (Yr. 1,5)
 - b. (1) R-61 ABB Type V Primary Vacuum Breaker (38KV) (Yr. 1,5)
 - c. (1) Main “A” Niagara Transformer 20 MVA (34KV step-down to 13.8KV) (Yr. 1,5)
 - d. (1) Main “A” Metal Clad Switchgear Type M-36 (Yr. 1,5)
 - e. (5) GE 13.8KV/1200 Amp Magna-Blast Circuit Breakers, Type AM 13.8:500:5H (Yr. 1, 5)
 - 1) R-51 Main
 - 2) A-2 Line Sub-breaker
 - 3) A-3 Line Sub-breaker
 - 4) A-4 Line Sub-breaker
 - 5) A-5 Cross Connect
 - f. (3) GE Type 12PVD11C1A Differential Voltage Relays (Yr. 1,2,3,4,5)
 - g. (3) GE Type 121AC51A101A Time Overcurrent Relays (Yr. 1,2,3,4,5)
 - h. (3) GE Type 121BC51E2A Phase Directional Overcurrent Relays (Yr. 1,2,3,4,5)
 - i. (12) GE Type 121AC51B104A Time Overcurrent Relays (Yr. 1,2,3,4,5)
 - j. (5) GE Type 121AC51B2A Time Overcurrent Relays (Yr. 1,2,3,4,5)
 - k. (1) ABB TPU-2000R, Type RET Relay (Yr. 1,2,3,4,5)
 - l. (3) ABB Transformer Differential Relays, Type 87 T (Yr. 1,2,3,4,5)
 - m. (2) GE 86-1 & 86-2 RESTET Relays, Model HLB (Yr. 1,2,3,4,5)
 - n. (1) Schweitzer Overcurrent & Reclosing Relay, Type SEL-551 (Yr. 1,2,3,4,5)
2. **Riverside Utility Feeder # 35 (Oil Samples Yr. 1,2,3,4,5)**
 - a. (1) 6288 Ceiling Mounted Air Disconnect (34.5KV) (Yr. 2)
 - b. (1) R-62 ABB Type V Primary Vacuum Breaker (38KV) (Yr. 2)
 - c. (1) Main “B” GE Transformer 20 MVA (34.5KV step-down to 13.8KV) (Yr. 2)
 - d. (1) Main “B” Metal Clad Switchgear Type M-36 (Yr. 2)
 - e. (5) GE 13.8KV/1200 AMP Magna-Blast Circuit Breakers, Type AM 13.8:500:5H (Yr. 2)
 - 1) R-52 Main
 - 2) B-2 Line Sub-breaker
 - 3) B-3 Line Sub-breaker
 - 4) B-4 Line Sub-breaker
 - 5) B-5 Cross Connect

- f. (3) GE TYPE 12PVD11C1A Differential Voltage Relays (Yr. 1,2,3,4,5)
- g. (3) GE TYPE 121AC51A101A Time Overcurrent Relays (Yr. 1,2,3,4,5)
- h. (3) GE TYPE 121BC51E2A Phase Directional Overcurrent Relays (Yr. 1,2,3,4,5)
- i. (12) GE TYPE 121AC51B104A Time Overcurrent Relays (Yr. 1,2,3,4,5)
- j. (5) GE TYPE 121AC51B2A Time Overcurrent Relays (Yr. 1,2,3,4,5)
- k. (1) ABB TPU-2000R, Type RET Relay (Yr. 1,2,3,4,5)
- l. (3) ABB Transformer Differential Relays, Type 87 T (Yr. 1,2,3,4,5)
- m. (2) GE 86-1 & 86-2 RESTET Relays, Model HLB (Yr. 1,2,3,4,5)
- n. (1) Schweitzer Overcurrent & Reclosing Relay, Type SEL-551 (Yr. 1,2,3,4,5)
- 3. Menands Utility Feeder # 36 (Oil Samples Yr. 1,2,3,4,5)**
 - a. (1) 6388 Ceiling Mounted Air Disconnect (34.5KV) (Yr. 3)
 - b. (1) R-63 ABB Type V Primary Vacuum Breaker (38KV) (Yr. 3)
 - c. (1) Main "C" GE Transformer 20 MVA (34.5KV step-down to 13.8KV) (Yr. 3)
 - d. (1) Main "C" Metal Clad Switchgear Type M-36 (Yr. 3)
 - e. (5) GE 13.8KV/1200 AMP Magna-Blast Circuit Breakers, Type AM 13.8:500:5H (Yr. 3)
 - 1) R-53 Main
 - 2) C-2 Line Sub-breaker
 - 3) C-3 Line Sub-breaker
 - 4) C-4 Line Sub-breaker
 - 5) (5) C-5 Cross Connect
 - f. (3) GE Type 12PVD11C1A Differential Voltage Relays (Yr. 1,2,3,4,5)
 - g. (3) GE Type 121AC51A101A Time Overcurrent Relays (Yr. 1,2,3,4,5)
 - h. (3) GE Type 121BC51E2A Phase Directional Overcurrent Relays (Yr. 1,2,3,4,5)
 - i. (12) GE Type 121AC51B104A Time Overcurrent Relays (Yr. 1,2,3,4,5)
 - j. (5) GE Type 121AC51B2A Time Overcurrent Relays (Yr. 1,2,3,4,5)
 - k. (1) ABB TPU-2000R, Type RET Relay (Yr. 1,2,3,4,5)
 - l. (3) ABB Transformer Differential Relays, Type 87 T (Yr. 1,2,3,4,5)
 - m. (2) GE 86-1 & 86-2 RESTET Relays, Model HLB (Yr. 1,2,3,4,5)
 - n. (1) Schweitzer Overcurrent & Reclosing Relay, Type SEL-551 (Yr. 1,2,3,4,5)
- 4. Delaware Utility Feeder # 37 (Oil Samples Yr. 1,2,3,4,5)**
 - a. (1) 6488 Ceiling Mounted Air Disconnect (34.5KV) (Yr. 4)
 - b. (1) R-64 ABB Type V Primary Vacuum Breaker (38KV) (Yr. 4)
 - c. (1) Main "D" GE Transformer 20 MVA (34.5KV step-down to 13.8KV) (Yr. 4)
 - d. (1) Main "D" Metal Clad Switchgear Type M-36 (Yr. 4)
 - e. (5) GE 13.8KV/1200 AMP Magna-Blast Circuit Breakers, Type AM 13.8:500:5H (Yr. 4)

- 1) R-54 Main
- 2) D-2 Line Sub-breaker
- 3) D-3 Line Sub-breaker
- 4) D-4 Line Sub-breaker
- 5) D-5 Cross Connect
- 6) D-7 Line Sub-breaker
- f. (3) GE Type 12pvd11c1a Differential Voltage Relays (Yr. 1,2,3,4,5)
- g. (3) GE Type 121ac51a101a Time Overcurrent Relays (Yr. 1,2,3,4,5)
- h. (3) GE Type 121bc51e2a Phase Directional Overcurrent Relays (Yr. 1,2,3,4,5)
- i. (12) GE Type 121ac51b104a Time Overcurrent Relays (Yr. 1,2,3,4,5)
- j. (5) GE Type 121ac51b2a Time Overcurrent Relay (Yr. 1,2,3,4,5)
- k. (1) ABB TPU-2000r, Type Ret Relay (Yr. 1,2,3,4,5)
- l. (3) ABB Transformer Differential Relays, Type 87 T (Yr. 1,2,3,4,5)
- m. (2) GE 86-1 & 86-2 RESTET Relays, Model HLB (Yr. 1,2,3,4,5)
- n. (1) Schweitzer Overcurrent & Reclosing Relay, Type sel-551 (Yr. 1,2,3,4,5)

16 Spot Network Substations – LOT C (13,800ΔKV:480VΔ/277VY)

5. Indoor Substation QR (Legislative Office Building)

- a. (4) Mitsubishi 13.8 KV Primary Breakers with Visible Interlocked Knife Switch (Yr. 2, 4)
- b. (4) ABB TPU-2000 Protective Relays (Yr. 2,4)
- c. (4) Normal Power Dry Type Network Transformers > 13,800KVΔ:480VΔ/277VY (Yr. 2,4)
- d. (1) Emergency Power Dry Type Transformer 13,800KVΔ:480VΔ/277VY & Primary Switch (Yr. 2,4)
- e. (4) Cutler Hammer Network Protectors > 480VΔ/277VY (Yr. 2,4)
- f. (4) Cutler Hammer Network Protector Relays (Yr. 2,4)

6. Indoor Substation ST (Robert Abrams Building)

- a. (4) Mitsubishi 13.8 KV Primary Breakers with Visible Interlocked Knife Switch (Yr. 2)
- b. (4) ABB TPU-2000 Protective Relays (Yr. 2,4)
- c. (4) Normal Power Dry Type Network Transformers > 13,800KVΔ:480VΔ/277VY (Yr. 2,4)
- d. (1) Emergency Power Dry Type Transformer 13,800KVΔ:480VΔ/277VY & Primary Switch (Yr. 2,4)
- e. (4) Cutler Hammer network protectors> 480VΔ/277VY (Yr. 2,4)
- f. (4) Cutler Hammer network protector relays (Yr. 2,4)

7. Indoor Substation UV (Performing Arts Center (EGG) and Main Platform)

- a. (4) Mitsubishi 13.8 KV Primary Breakers with Visible Interlocked Knife Switch (Yr. 2,4)
- b. (4) ABB TPU-2000 Protective Relays (Yr. 2,4)

- c. (4) Normal Power Dry Type Network Transformers > 13,800KVΔ:480VΔ/277VY (Yr. 2,4)
- d. (1) Emergency Power Dry Type Transformer 13,800KVΔ:480VΔ/277VY & Primary Switch (Yr. 2,4)
- e. (4) Cutler Hammer Network Protectors> 480VΔ/277VY (Yr. 2,4)
- f. (4) Cutler Hammer Network Protector Relays (Yr. 2,4)
- 8. Indoor Substation WX (Main Platform)**
 - a. (4) Mitsubishi 13.8 KV Primary Breakers with Visible Interlocked Knife Switch (Yr. 2, 4)
 - b. (4) ABB TPU-2000 Protective Relays (Yr. 2,4)
 - c. (4) Normal Power Dry Type Network Transformers > 13,800KVΔ:480Y/277VY (Yr. 2,4)
 - d. (1) Emergency Power Dry Type Transformer 13,800KVΔ:480VΔ/277VY & Primary Switch (Yr. 2,4)
 - e. (4) Cutler Hammer Network Protectors > 480VΔ/277VY (Yr. 2,4)
 - f. (4) Cutler Hammer Network Protector Relays (Yr. 2,4)
- 9. Outdoor Substation YZ (Mayor Erastus Corning 2nd Tower) (Oil Samples Yr. 1,2,3,4,5)**
 - a. (4) Mitsubishi 13.8 KV Primary Breakers with Visible Interlocked Knife Switch (Yr. 1, 3, 5)
 - b. (4) ABB TPU-2000 Protective Relays (Yr. 1,3,5)
 - c. (4) Normal Power Oil filled Network Transformers > 13,800KVΔ:480VΔ/277VY (Yr. 1, 3, 5)
 - d. (1) Emergency Power 13,800KVΔ:480VΔ/277VY Oil Filled Transformer & Dry Type Primary Switch (Yr. 1,3,5)
 - e. (4) Cutler Hammer Network Protectors > 480VΔ/277VY (Yr. 1,3,5)
 - f. (4) Cutler Hammer Network Protector Relays (Yr. 1,3,5)
- 10. Indoor Substation AABB (Mayor Erastus Corning 2nd Tower)**
 - a. (4) Square D 13.8 KV VISI-VAC Primary Breakers with Visible Interlocked Knife Switch (Yr. 1,3,5)
 - b. (4) GE Multiline Protector Relays (Yr. 1,3,5)
 - c. (4) Normal Power Dry Type Network Transformers > 13,800KVΔ:480VΔ/277VY (Yr. 1, 3, 5)
 - d. (4) Cutler Hammer Network Protectors > 480VΔY/277VY (Yr. 1,3,5)
 - e. (4) Cutler Hammer Network Protector Relays (Yr. 1,3,5)
- 11. Outdoor Substation CCDD (Wadsworth Labs) (Oil Samples Yr. 1,2,3,4,5)**
 - a. (4) Mitsubishi 13.8 KV Primary Breakers with Visible Interlocked Knife Switch (Yr. 1, 3, 5)
 - b. (4) ABB TPU-2000 Protective Relays (Yr. 1,3,5)
 - c. (4) Normal Power Oil filled Network Transformers > 13,800KVΔ:480VΔ/277VY (Yr. 1, 3, 5)
 - d. (1) Emergency Power 13,800KVΔ:480VΔ/277VY Oil filled Transformer & Dry Type Primary Switch (Yr. 1,3,5)
 - e. (4) Cutler Hammer Network Protectors> 480VΔY/277VY (Yr. 1,3,5)

- f. (4) Cutler Hammer Network Protector Relays (Yr. 1,3,5)
- g. (42) Cutler Hammer Draw-out Circuit Breakers, Type: DSL II-308, 600 V MAX, 800 AF (for PM & high current injection) (Yr. 5)
- h. (5) Cutler Hammer Draw-out Circuit Breakers, Type: DSL II-516, 600 V MAX, 1600 AF (for PM & high current injection) (Yr. 5)

12. Indoor Substation IJ (Agency Building 1 and Main Platform)

- a. (4) Mitsubishi 13.8 KV Primary Breakers with Visible Interlocked Knife Switch (Yr. 2, 4)
- b. (4) ABB TPU-2000 Protective Relays (Yr. 2,4)
- c. (4) Normal Power Dry Type Network Transformers > 13,800KVΔ:480VΔY/277VY (Yr. 2,4)
- d. (1) Emergency Power Dry Type Transformer & Primary Switch > 13,800KV:480VΔ/277Y (Yr. 2,4)
- e. (4) Cutler Hammer Network Protectors > 480VΔ/277VY (Yr. 2,4)
- f. (4) Cutler Hammer Network Protector Relays (Yr. 2,4)

13. Indoor Substation KL (Agency Building 2 and Main Platform)

- a. (4) Mitsubishi 13.8 KV Primary Breakers with Visible Interlocked Knife Switch (Yr. 2, 4)
- b. (4) ABB TPU-2000 Protective Relays (Yr. 2,4)
- c. (4) Normal Power Dry Type Network Transformers > 13,800KVΔ:480VΔY/277VY (Yr. 2,4)
- d. (1) Emergency Power Dry Type Transformer & Primary Switch > 13,800KVΔ:480VΔ/277VY (Yr. 2,4)
- e. (4) Cutler Hammer Network Protectors > 480VΔ/277VY (Yr. 2,4)
- f. (4) Cutler Hammer Network Protector Relays (Yr. 2,4)

14. Outdoor Substation EEFF (Cultural Education Center (West Side))

(Oil Samples Yr. 1, 2, 3, 4, 5)

- a. (4) Mitsubishi 13.8 KV Primary Breakers with Visible Interlocked Knife Switch (Yr. 1, 3, 5)
- b. (4) ABB TPU-2000 Protective Relays (Yr. 1,3,5)
- c. (4) Normal Power Oil filled Network Transformers > 13,800KVΔ:480VΔ/277VY (Yr. 1, 3, 5)
- d. (1) Emergency Power Oil filled Transformer 13,800KVΔ:480VΔY/277VY & Dry Type Primary Switch (Yr. 1,3,5)
- e. (4) Cutler Hammer Network Protectors > 480VΔ/277VY (Yr. 1,3,5)
- f. (4) Cutler Hammer Network Protector Relays (Yr. 1, 3, 5)

15. Outdoor Substation GGHH (Cultural Education Center (East Side))

(Oil Samples Yr. 1, 2, 3, 4, 5)

- a. (4) Mitsubishi 13.8 KV Primary Breakers with Visible Interlocked Knife Switch (Yr. 1, 3, 5)
- b. (4) ABB TPU-2000 Protective Relays (Yr. 1,3,5)
- c. (4) Normal Power Oil filled Network Transformers > 13,800KVΔ:480VΔ/277VY (Yr. 1, 3, 5)
- d. (4) Cutler-Hammer Network Protectors > 480VΔ/277VY (Yr. 1,3,5)

- e. (4) Cutler Hammer Network Protector Relays (Yr. 1,3,5)

16. Outdoor Substation CACP (Chill Plant) (Oil Samples Yr. 1,2,3,4,5)

- a. (4) Mitsubishi 13.8 KV Primary Breakers with Visible Interlocked Knife Switch (Yr. 1, 3, 5)
- b. (4) ABB TPU-2000 Protective Relays (Yr. 1,3,5)
- c. (4) Normal Power Oil filled Network Transformers > 13,800KVΔ:480VΔ/277VY (Yr. 1, 3, 5)
- d. (4) Cutler Hammer Network Protectors > 480VΔ/277VY (Yr. 1,3,5)
- e. (4) Cutler Hammer Network Protector Relays (Yr. 1, 3, 5)

17. Outdoor Substation EF (Agency Building 3 and Main Platform)

(Oil Samples Yr. 1, 2, 3, 4, 5)

- a. (4) Mitsubishi 13.8 KV Primary Breakers with Visible Interlocked Knife Switch (Yr. 1, 3, 5)
- b. (4) ABB TPU-2000 Protective Relays (Yr. 1,3,5)
- c. (4) Normal Power Oil filled Network Transformers > 13,800KVΔ:480VΔY/277VY (Yr. 1, 3, 5)
- d. (1) Emergency Power Dry Type Transformer & Primary Switch > 13,800KVΔ:480VΔY/277VY (Yr. 1,3,5)
- e. (4) Cutler Hammer Network Protectors > 480VΔ/277VY (Yr. 1,3,5)
- f. (4) Cutler Hammer Network Protector Relays (Yr. 1,3,5)

18. Outdoor Substation GH (Agency Building 4 and Main Platform)

(Oil Samples Yr. 1, 2, 3, 4, 5)

- a. (4) Mitsubishi 13.8 KV Primary Breakers with Visible Interlocked Knife Switch (Yr. 1, 3, 5)
- b. (4) ABB TPU-2000 Protective Relays (Yr. 1,3,5)
- c. (4) Normal Power Oil filled Network Transformers > 13,800KVΔ:480VΔY/277VY (Yr. 1, 3, 5)
- d. (1) Emergency power Dry Type Transformer & Primary Switch > 13,800KVΔ:480VΔY/277VY (Yr. 1,3,5)
- e. (4) Cutler hammer Network Protectors > 480VΔ/277VY (Yr. 1,3,5)
- f. (4) Cutler Hammer Network Protector Relays (Yr. 1, 3, 5)

19. Outdoor Substation MN (Swan Street Cores 1 & 2) (Oil Samples Yr. 1,2,3,4,5)

- a. (4) Mitsubishi 13.8 KV Primary Breakers with Visible Interlocked Knife Switch (Yr. 2,4)
- b. (4) ABB TPU-2000 Protective Relays (Yr. 2,4)
- c. (4) Normal Power Oil filled Network Transformers > 13,800KVΔ:480VΔ/277VY (Yr. 2,4)
- d. (4) Cutler Hammer Network Protectors > 480VΔ/277VY (Yr. 2,4)
- e. (4) Cutler Hammer Network Protector Relays (Yr. 2,4)

20. Outdoor Substation OP (Swan Street Cores 3 & 4) (Oil Samples Yr. 1,2,3,4,5)

- a. (4) Mitsubishi 13.8 KV Primary Breakers with Visible Interlocked Knife Switch (Yr. 2,4)
- b. (4) ABB TPU-2000 Protective Relays (Yr. 2,4)
- c. (4) Normal Power Oil filled Network Transformers > 13,800KVΔ:480VΔ/277VY (Yr. 2,4)
- d. (1) Emergency Power Dry Type Transformer & Primary Switch > 13,800KVΔ:480VΔY/277VY (Yr. 2,4)
- e. (4) Cutler Hammer Network Protectors > 480VΔY/277VY (Yr. 2,4)

- f. (4) Cutler Hammer Network Protector Relays (Yr. 2,4)

2.3.3 Alfred E. Smith State Office Building (AESOB) (Yr. 1)

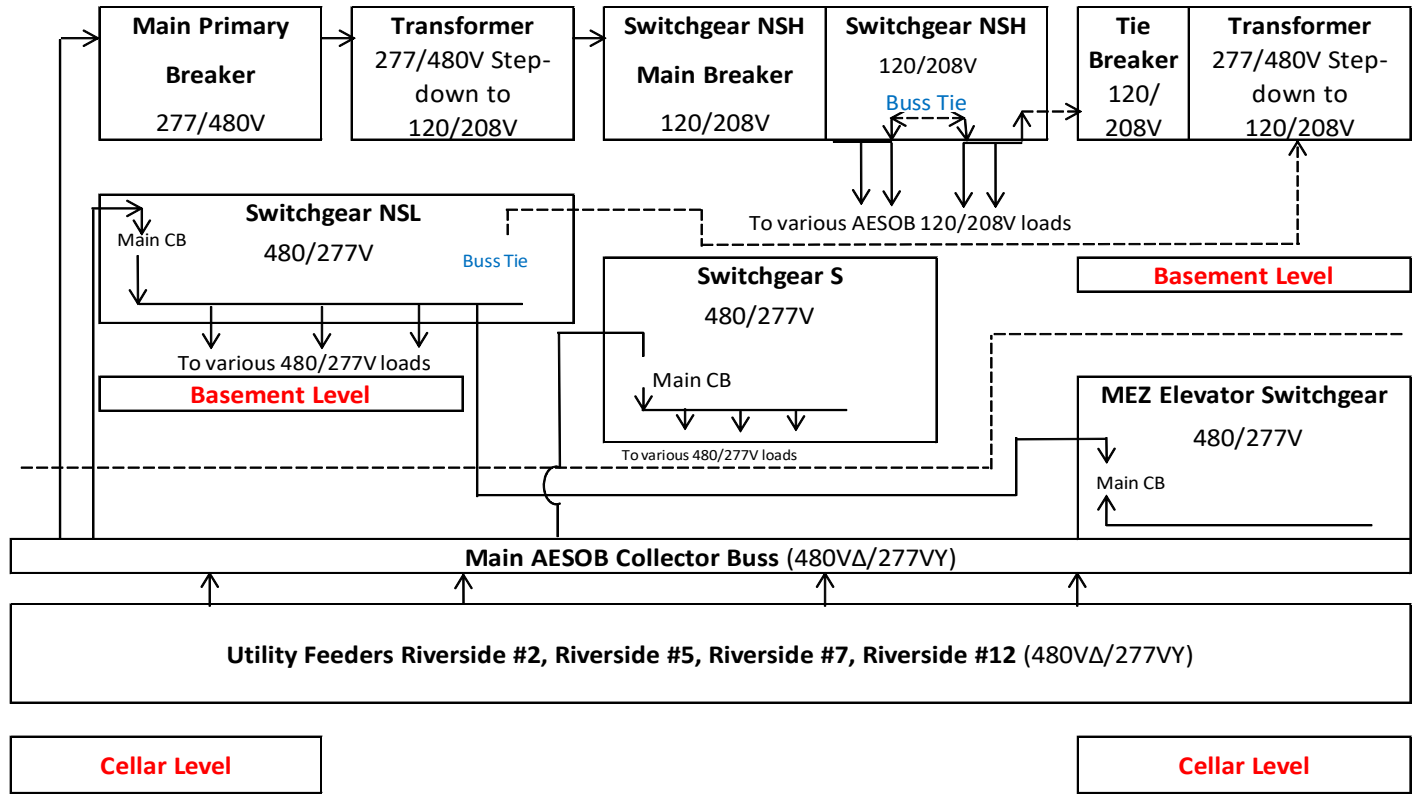
Electrical Power Distribution Description –

AESOB

- a. There are four main utility owned, National Grid, 480VΔ/277VY network feeders, numbered Riverside 2, Riverside 5, Riverside 7 and Riverside 12. They currently supply power to the state-owned main collector buss of the Alfred E Smith State Office Building (AESOB).
- b. The main collector buss is housed in the collector buss room in the cellar level of the AESOB. This collector buss supplies 480VΔ/277VY power for three main switchboards located in the basement level of the AESOB and one main switchboard (for elevators), located in the AESOB cellar level.
- c. A power source from the main 480VΔ/277VY collector buss supplies a transformer main primary breaker. This transformer steps the 480VΔ down to 208Δ/120VY. This power then supplies a main breaker on switchgear NSH. Switchgear NSH is a split section switchboard with a tie breaker for connecting to other sources for power redundancy and is a 3 phase/4 wire, 120/208 V switchboard. This switchboard, in addition to the main, houses branch breakers for various 120/208 V loads throughout the AESOB.
- d. Another power source from the main 480VΔ/277VY collector buss supplies a main breaker on switchgear NSL. Switchgear NSL is a 3 phase/4 wire 480/277 V switchboard. This switchboard houses branch circuit breakers for various 277/480 V loads throughout the AESOB.
- e. Switchgear NSL also houses a tie breaker to another 480/277 V step down transformer to 120/208 V which can also tie in to switchgear NSH in the event its other source is not available. Additionally, switchgear NSL houses a branch breaker which supplies 277/480 V power to the cellar level MEZ switchgear main breaker, for the AESOB elevators. The elevators receive their power from branch breakers housed in the MEZ switchgear.
- f. Another power source from the main 480VΔ/277VY collector buss supplies a main breaker housed in switchgear S located in the basement.
- g. Switchgear S houses branch breakers for various 480/277 V loads throughout the AESOB.

The following flowchart below depicts the above described electrical power distribution description for the Alfred E. Smith State Office Building:

Main Power for Alfred E. Smith State Office Building (AESOB)



Electrical Power Distribution Equipment AESOB

(Yr. 1-High current inject breakers only)

Alfred. E. Smith State Office Building – LOT B2 (Draw-Out Circuit Breakers (120/208V)

- a. **Basement Level: Switchgear NSH: 120/208V (Yr. 1-High current inject breakers only)**
 - 1. (3) Siemens Draw-out Circuit Breakers Type RLF-800 Voltage 120/208, 800 AMP
 - 2. (1) Siemens Draw out Circuit Breaker Type RLF-1600 Voltage 120/208, 1600 AMP
 - 3. (1) Siemens Draw-out Circuit Breaker Type RLE-2000 Voltage 120/208, 2000 AMP
 - 4. (1) Siemens Draw-out Circuit Breaker Type RLF-3000 Voltage 120/208, 3000 AMP
 - 5. (3) Siemens Draw-out Circuit Breakers Type RLF-3200 Voltage 120/208, 3200 AMP
 - 6. (2) Siemens Draw-out Circuit Breakers Type RLE-4000 Voltage 120/208, 4000 AMP
 - 7. (1) Siemens Draw-out Circuit Breaker Type RLF-5000 Voltage 120/208, 5000 AMP
- b. **Switchgear NSL: 277/480V (Yr. 1-High current inject breakers only)**
 - 1. (2) Siemens Draw-out Circuit Breakers Type RLF-1600 Voltage 120/208, 1600 AMP
 - 2. (1) Siemens Draw-out Circuit Breaker Type RLE-2000 Voltage 120/208, 2000 AMP
 - 3. (4) Siemens Draw-out Circuit Breakers Type RLF-3200 Voltage 120/208, 3200 AMP
 - 4. (1) Siemens Draw-out Circuit Breaker Type RLE-4000 Voltage 120/208, 4000 AMP
 - 5. (1) Siemens Draw-out Circuit Breaker Type RLF-5000 Voltage 120/208, 5000 AMP

Alfred E. Smith State Office Building (Draw-out Circuit Breakers (277/480V)

- c. **Sub-basement level: elevator switchgear MES-EL: 277/480V (Yr. 1-High current inject breakers only)**
 - 1. (1) Square D Draw-out Circuit Breaker Type DS-416, 277/480V, 1600 AMP
 - 2. (6) Square D Draw-out Circuit Breakers Type DS-206E, 277/480V, 800 AMP

2.3.4 New York State Capitol Building (Capitol) (Year 4)

Electrical Power Distribution Description - Capitol

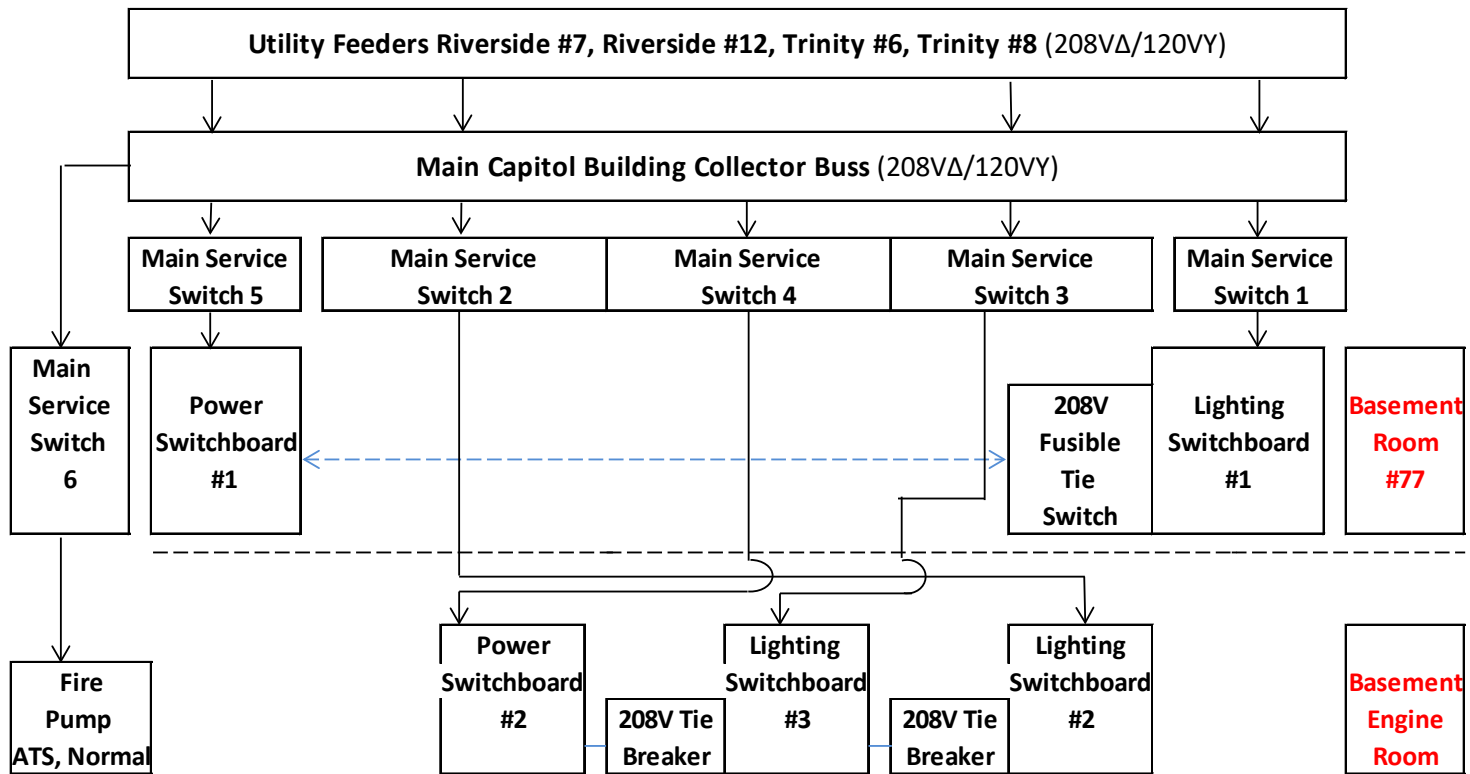
- a. There are four main utility owned, National Grid, 208VΔ/120VY network feeders, numbered Riverside 7, Riverside 12, Trinity 6 and Trinity 8. They currently supply power to the state-owned main collector buss of the New York State Capitol Building.
- b. The main collector buss is housed in the basement level, room #77 of the Capitol. This collector buss supplies 208 VΔ power to six main service disconnects labeled: 'main service switch 1'; 'main service switch 2'; 'main service switch 3'; 'main service switch 4'; 'main service switch 5'; and 'main service switch 6'. This collector buss supplies for various loads and/or switchboards in the Capitol building. The neutral buss from the main collector buss is carried through to each of the lighting and power switchboards to offer the availability of 208VΔ/120VY for various loads. Main service switches, 1 through 5, are located in the basement level of the Capitol, room #77.
- c. Main service switch 1 supplies 208 V power to lighting switchboard #1 (LS-1), located in the basement level room #77 of the Capitol building.
- d. Lighting switchboard #1 (LS-1), located in the basement level room #77 of the Capitol building, supplies 120/208 V power via an assortment of fusible disconnect interrupters to various lighting loads throughout the Capitol building. LS-1 also houses a fusible tie switch to tie LS-1 together

with power switchboard 1 (PS-1, also located in room #77), to maintain power redundancy in the event the source for either boards are not available.

- e. Main service switch 2 supplies 208 V power to lighting switchboard #2 (LS-2), located in the basement level of the Capitol building, in a room known as the engine room.
- f. Lighting switchboard # 2 (LS-2), located in the basement level of the Capitol building, in a room known as the engine room, supplies 120/208 V power via an assortment of draw out type circuit breakers to various power loads throughout the Capitol building. LS-2 also houses a tie circuit breaker to tie LS-2 together with lighting switchboard 3 (LS-3, also located in the engine room), to maintain power redundancy in the event the source for either boards are not available.
- g. Main service switch 3 supplies 208 V power to lighting switchboard #3 (LS-3), located in the basement level in a room known as the engine room of the Capitol building.
- h. Lighting switchboard #3 (LS-3), located in the basement level in a room known as the engine room of the Capitol building, supplies 120/208 V power via an assortment of draw out type circuit breakers to various lighting loads throughout the Capitol building. LS-3 also houses a tie breaker to tie LS-3 together with power switchboard #2 (PS-2), to maintain power redundancy in the event the source for either board is not available.
- i. Main service switch 4 supplies 208 V power to power switchboard #2 (PS-2), located in the basement level in a room known as the engine room of the Capitol building.
- j. Power switchboard #2 (PS-2), located in the basement level room known as the engine room of the Capitol building, supplies 120/208 V power via an assortment of draw out type circuit breakers to various lighting loads throughout the Capitol building.
- k. Main service switch 5 supplies 208 V power to power switchboard #1 (PS-1), located in the basement level room #77 of the Capitol building.
- l. Power switchboard #1 (PS-1), located in the basement level room #77 of the Capitol building, supplies 120/208 V power via an assortment of fusible disconnect interrupters to various power loads throughout the Capitol building.
- m. Main service switch 6 is located in the basement level of the Capitol, near room #77.
- n. Main service switch 6 supplies 208 V power to the normal side of the automatic transfer switch for the Capitol building fire pump, located in the basement level engine room of the Capitol building.

The following New York State Capitol Building flowchart depicts the above described electrical power distribution description:

Main Power for State Capitol Building



Electrical Power Distribution Equipment

Capitol

New York State Capitol Building – LOT B2 (Draw out circuit breakers 120/208 V)

Basement Level, Engine Room (High current inject breakers only)

a. Power Switchboard # 2, Lighting Switchboard # 2 & Lighting Switchboard # 3 (Yr. 4)

1. (6) Cutler Hammer Draw-out Circuit Breakers Type SPB 100 Voltage 240-480-600, 250 AMP
2. (2) Cutler Hammer Draw-out Circuit Breakers Type SPB 100 Voltage 240-480-600, 400 AMP
3. (10) Cutler Hammer Draw-out Circuit Breakers Type SPB 100 Voltage 240-480-600, 800 AMP
4. (1) Cutler Hammer Draw-out Circuit Breaker Type SPB 100 Voltage 240-480-600, 1200 AMP
5. (6) Cutler Hammer Draw-out Circuit Breakers Type SPB 100 Voltage 240-480-600, 1600 AMP
6. (1) Cutler Hammer Draw-out Circuit Breaker Type SPB 100 Voltage 240-480-600, 2500 AMP
7. (2) Cutler Hammer Draw-out Circuit Breakers Type SPB 100 Voltage 240-480-600, 3000 AMP

2.3.5 Riverfront Pumping Station (RPS)

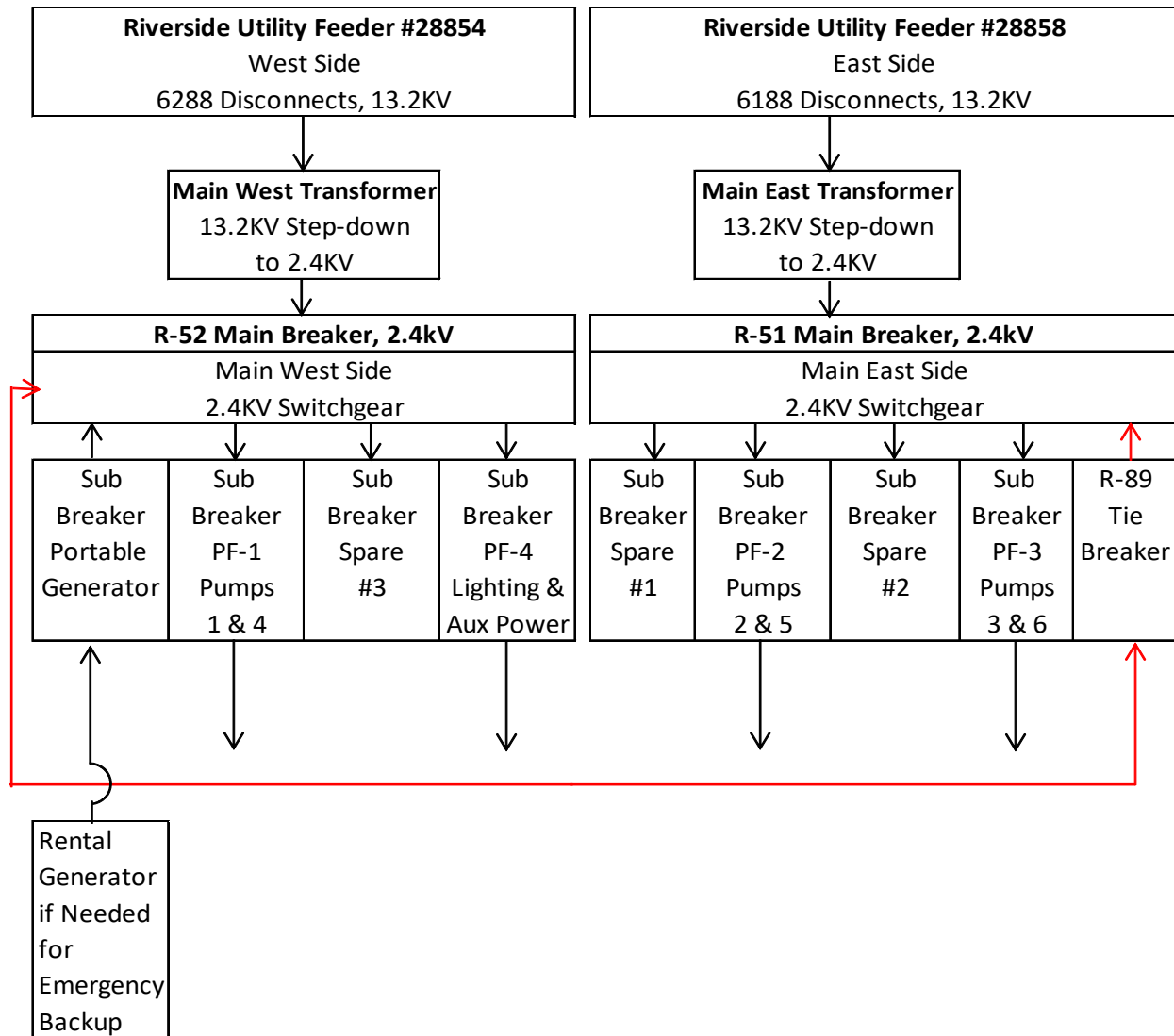
Electrical Power Distribution Description -

RPS

- a. There are two main National Grid feeders, numbered Riverside 28854 and Riverside 28858, which currently service the Riverfront Pumping Station.
- b. The 28858 feeder supplies the East side transformer primary 6188 interrupter and the 28854 feeder supplies the West side transformer primary 6288 interrupter.
- c. The two main feeder voltages are stepped down from 13.2KV to 2.4KV by two main vault substation transformers, labeled 'main east transformer' and 'main west transformer'.
- d. The two main vault substation transformers supply 2.4KV power to two main distribution switchgear lineups, labeled 'east side switchgear' and 'west side switchgear'.
- e. The east side 2.4KV switchgear houses a main 2.4KV circuit breaker designated as R-51, which supplies 2.4KV power to sub-breakers PF-2 and PF-3 for pumps. The R-51 main also supplies another sub-breaker labeled R-89 tie breaker. The R-51 main, and subs PF-2, PF-3 and R-89 tie breaker, are all housed in the east side switchgear lineup.
- f. The west side 2.4KV switchgear houses a main 2.4KV circuit breaker designated as R-52, which supplies 2.4KV power to sub-breakers PF-1 for pumps. The R-51 main also supplies another sub-breaker labeled 'portable generator'. The R-52 main, and subs PF-1, PF-3 and portable generator breaker, are all housed in the west side switchgear lineup.
- g. In the event any one of the two main feeders or transformers are not available to maintain power redundancy to the Riverfront Pumping Station, the total station load can be carried by either the east or west side switchgears via the closed R-51 or R-52 (whichever is available), and a closed R-89 tie breaker.

The following flowchart below depicts the above described electrical power distribution description for Riverfront Pumping Station:

Riverfront Pumping Station (13.2kV from National Grid)



Electrical Power Distribution Equipment

RPS

Riverfront Pumping Station – LOT B2 (Indoor heated vault)

East Side Lineup

- a. **Riverside Utility Feeder # 28854**
 1. 6188 Primary Fused Disconnect (Yr. 2)
 2. Main East Transformer, Balteau Silicone 3,750KVA, 13.2KV/2.4KV (Yr. 2)
 3. R-51 Main Breaker (2.4KV) (Yr. 2)
 4. Spare-1 Sub-breaker (2.4KV) (Yr. 2)
 5. PF-2 Sub-breaker (2.4KV) (Yr. 2)
 6. Spare-2 Sub-breaker (2.4KV) (Yr. 2)
 7. PF-3 Sub-breaker (2.4KV) (Yr. 2)
 8. R-89 Tie Breaker (2.4KV) (Yr. 2)
 9. Transformer Oil Sample Silicone (Yr. 1,2,3,4,5)
 10. (1) Schweitzer Model # SEL-351 Protective Relay (Yr. 1,2,3,4,5)
 11. (5) Schweitzer Model # SEL-351-A Protective Relays (Yr. 1,2,3,4,5)

West Side Lineup

- b. **Riverside Utility Feeder # 28858**
 1. 6288 Primary Fused Disconnect (Yr. 2)
 2. Main East Transformer, Balteau Silicone 3,750KVA, 13.2KV/2.4KV (Yr. 2)
 3. R-52 Main Breaker (2.4KV) (Yr. 2)
 4. Portable Generator Hookup Sub-breaker (2.4KV) (Yr. 2)
 5. PF-1 sub-breaker (2.4KV) (Yr. 2)
 6. Spare-3 sub-breaker (2.4KV) (Yr. 2)
 7. PF-4 sub-breaker (2.4KV) (Yr. 2)
 8. (1) Transformer Oil Sample Silicone (Yr. 1,2,3,4,5)
 9. (1) Schweitzer, model # SEL-351 protective relay (Yr. 1,2,3,4,5)
 10. (4) Schweitzer, model # SEL-351-A protective relays (Yr. 1,2,3,4,5)

2.3.6 Sheridan Avenue Steam Plant (SASP)

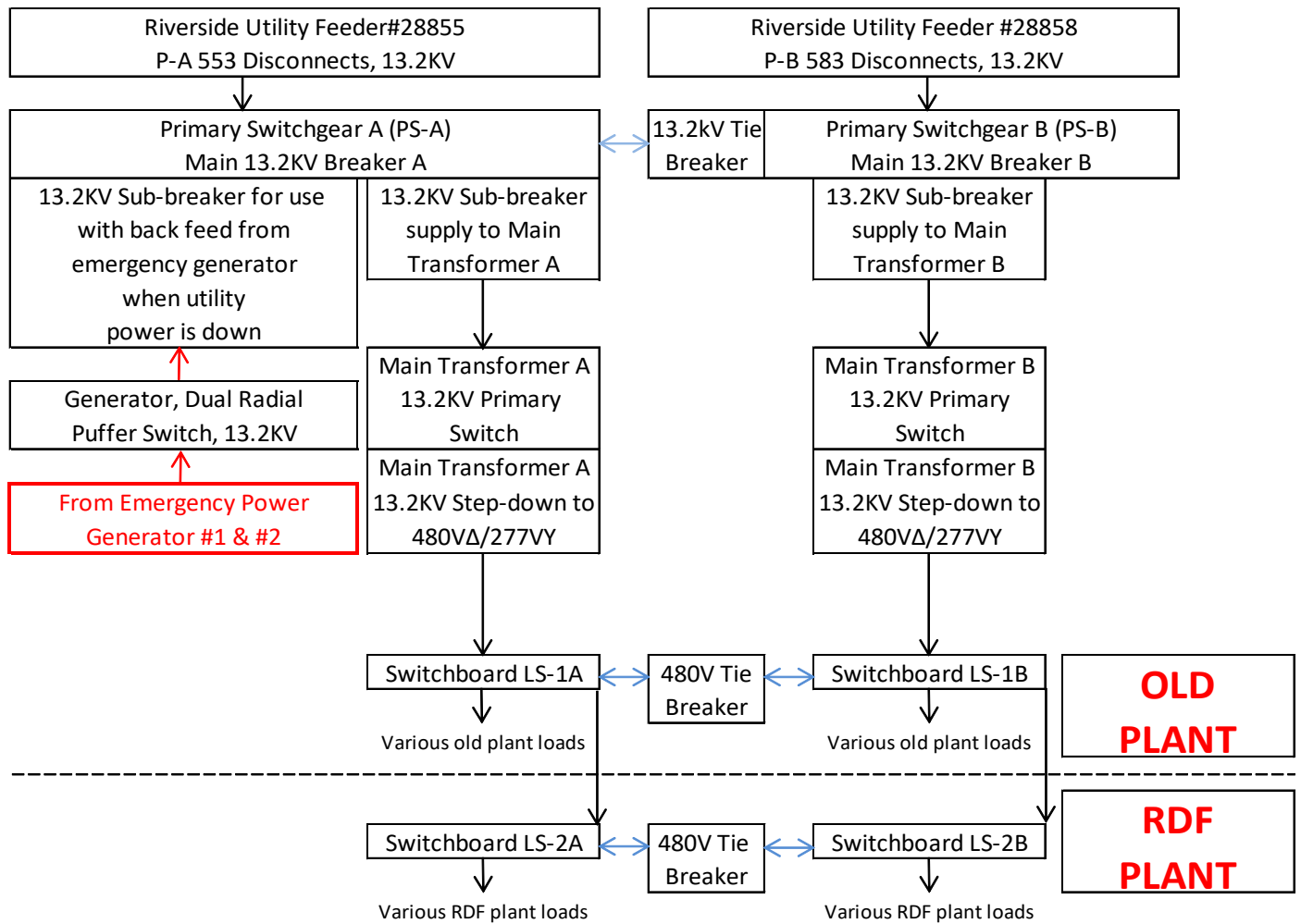
Electrical Power Distribution Description - SASP

- a. There are two main National Grid feeders, numbered Riverside 28855 and Riverside 28858, which currently service the Sheridan Avenue Steam Plant.
- b. The 28855 feeder supplies the A side switchgear primary disconnect switch #553 and the 28858 feeder supplies the B side switchgear primary disconnect #583.
- c. The #553 primary disconnect switch supplies 13.2KV power to the main A primary switchgear portion of the main switchgear and the #583 primary disconnect switch supplies 13.2KV power to the main B primary switchgear portion of the main switchgear.

- d. The main 13.2KV switchgear houses a main **A** 13.2KV circuit breaker which supplies power to the main **A** 13.2KV buss. The main switchgear also houses a main **B** 13.2KV circuit breaker which supplies power to the main **B** 13.2KV buss. The main 13.2KV main switchgear also houses the main buss tie breaker for use when either of the two utility feeders is not available. This is to maintain power redundancy to the facility and sub breakers for the puffer tie in to the main emergency generator and main step down transformers A and B.
- e. The two main step down transformers (A & B) step the main voltage down from 13.2KV down to 480VΔ/277VY, 3 phase/4 wire. These transformers in turn supply 480VΔ/ 277VY to main switchboards A (LS-1A) & B (LS-1B) respectively.
- f. Main 480VΔ/277VY switchboards LS-1A and LS-1B each house a main 480V circuit breaker and subsequent sub breakers feeding various loads throughout the facility. A tie breaker is also housed in this lineup to offer the needed power redundancy in the event of a loss of a utility feeder or in-house switchgear failure.
- g. The above descriptions are for equipment located in what is known as the 'old steam plant'. This equipment (switchboards LS-1A and LS-1B) also supply equipment in what is known as the Refuse Derived Facility (RDF) plant as follows.
- h. A sub breaker on switchboard LS-1 A in the old plant supplies 480V power to switchboard LS-2A in the RDF plant.
- i. A sub breaker on switchboard LS-1 B in the old plant supplies 480V power to switchboard LS-2B in the RDF plant.
- j. Switchboards LS-2A and LS-2B each house 480V main circuit breakers and associated down steam sub breakers which supply 480V power to various loads throughout the RDF facility. These switchboards are also supplied with tie breakers for power redundancy in the event a main utility feeder or in house equipment is not available.

The following flowchart below depicts the above described electrical power distribution description for the Sheridan Avenue Steam Plant:

Main Power for Sheridan Avenue Steam Plant (13.2KV from National Grid)



Electrical Power Distribution Equipment

SASP

Sheridan Avenue Steam Plant Main Power Vault – LOT B2 (13.2KV step-down to 277/480 V Indoor Vault)

A Lineup (15KV step-down to 13.2 KV)

a. Utility Feeder Riverside # 28855

1. "A" Primary Disconnect (13.2 KV) (Yr. 3)
2. "A" Primary Switchgear (13.2KV) (Yr. 3)
3. "A" Switchboard Main Breaker (13.2KV) (Yr. 3)
4. "A" Transformer Primary Feed Breaker (13.2KV) (Yr. 3)
5. Main "A" Sub-breaker to Gene; Puffer Switch (13.2KV) (Yr. 3)
6. Main "A" Spare Sub-breaker (13.2KV) (Yr. 3)
7. Main "A" Transformer (13.2KV / 480VΔ/277VY) (Yr. 3)
8. Main "A" Switchgear (480VΔ/277VY) (Yr. 3)
9. Main Breaker for Main "A" Switchgear, 480VΔ/277VY (Yr. 3)
10. Main Switchgear "A" Sub-breakers (Yr. 3)

B Lineup (15KV step-down to 13.2KV)

b. Utility Feeder Riverside # 28858

1. "B" Primary Disconnect (13.2KV) (Yr. 3)
2. "B" Primary Switchgear (13.2KV) (Yr. 3)
3. "B" Switchboard Main Breaker (13.2KV) (Yr. 3)
4. "B" Transformer Primary Feed Breaker (13.2KV) (Yr. 3)
5. A-B Main Switchboard Buss Tie Breaker (13.2KV) (Yr. 3)
6. Main "B" Transformer (13.2KV / 480VΔ/277VY) (Yr. 3)
7. Main "B" Switchgear (480VΔ/277VY) (Yr. 3)
8. Main Breaker for Main "B" Switchgear, 480VΔ/277VY (Yr. 3)
9. Main Switchgear "B" Sub-breakers (Yr. 3)

Sheridan Avenue Steam Plant (old)

A & B Lineups

1. (2) Primary Disconnects (15 KV/13.2KV) (Yr. 3)
2. (2) Primary Switchgears (13.2KV) (Yr. 3)
3. (6) GE Draw-Out 15KV 1200 AMP Circuit Breakers Type VB1 13.8 (000-3), Model 0357A6970-001 (Yr. 3)
4. (3) GE Multiline Feeder Management Relays Model # SR750GE (Yr. 1,2,3,4,5)
5. (6) GE Multiline Feeder Management Relays Model # SR760 (Yr. 1,2,3,4,5)
6. (2) Main Transformers, 1500 KVA, 13.2KV/480/277V (Yr. 1,2,3,4,5)
7. (3) GE Draw-out 480V, 2000 AMP Circuit Breakers Type WPS-20, Model E1JCPNF1XABXDM1 (Yr. 3)

8. (5) GE Draw-out 480V, 1600 AMP Circuit Breakers Type WPS-16, model E1GCPKXXXAXXXM1 (Yr. 3)
9. (3) GE Draw-out 480V, 1600 AMP Circuit Breakers Type WPS-16, Model E1GCPHXXXAXXXM1 (Yr. 3)
10. (2) GE Draw-out 480V, 1600 AMP Circuit Breakers Type WPS-16, Model E1GCPGXXXAXXXM1 (Yr. 3)

Sheridan Avenue (RDF) Steam Plant

1. (2) GE Multiline Feeder Management Relays Model # SR750 (Yr. 1,2,3,4,5)
2. (2) GE Draw-out Circuit Breakers Type AKR-50, 480V, 1600 AMP, Model ARK-10D-50-A2L6SIM-TR16B1000 (Yr. 3)
3. (1) GE Draw-out Circuit Breaker Type AKR-50, 480V, 1600 AMP, Model ARK-10D-50-A2L6SIM-TR16B1000 (Yr. 3)

2.3.7 Sheridan Avenue Emergency Power Generator Plant (SAEPG)

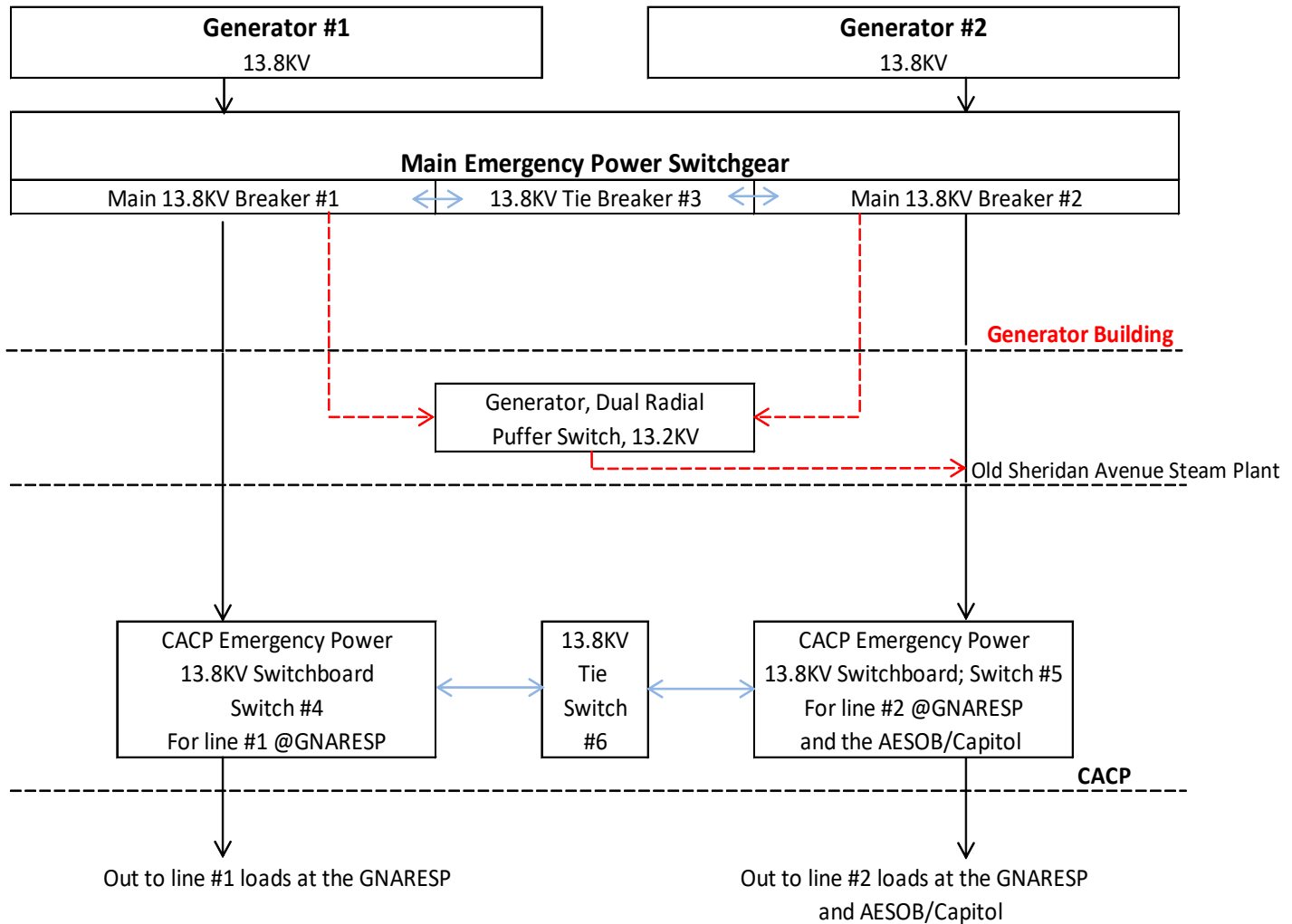
Electrical Power Distribution –

SAEPG

- a. There are two main emergency power generators at the Sheridan Avenue Emergency Power Generator Plant building; these generators are designated as #1 and #2.
- b. Each generator feeds a main 13.8KV circuit breaker located in the main emergency power switchgear. Generator #1 feeds main emergency breaker #1 and Generator #2 feeds main emergency breaker #2.
- c. The emergency power switchgear also houses a 13.8KV tie breaker for use in the event one or the other generators is out of service; this breaker is designated as the #3 breaker.
- d. Emergency breaker #1 feeds the #1 emergency line at the ESP.
- e. The #1 emergency feeder line supplies 13.8KV emergency power to main emergency switch #5 located at the ESP emergency power switchgear in the Central Air Conditioning Plant (CACP).
- f. Emergency breaker #2 feeds the #2 emergency line at the ESP and also the AESOB and New York State Capitol Building.
- g. The #2 emergency feeder line supplies 13.8KV emergency power to main emergency switch # 4 located at the ESP emergency power switchgear in the CACP.
- h. The emergency power switchgear located at the ESP in the CACP also houses a 13.8KV main tie switch in the event one of the generators or lines are out of service.

The following flowchart below depicts the above described electrical power distribution description for the Sheridan Avenue Emergency Power Generator Plant:

Main Emergency for Sheridan Avenue Generator Plant (13.8kV from Generators #1 & #2)



Electrical Power Distribution Equipment – Sheridan Ave. Electrical Power Generator Plant– LOT B2

Sheridan Avenue Emergency Power Generator Plant

- a. (3) ITE Imperial Corp. Draw-out Circuit Breakers, 13.8KV, 1200-amp, Type 15hk, Model 03-b (Yr. 3)

Generator # 1 Protective Relays (Yr. 1, 2, 3, 4, 5)

- a. (1) Schweitzer Engineering Laboratories SEL 700 relay. Emergency projects ED156 and ED174
- b. (1) Westinghouse Type CV-8 Protective Relay
- c. (1) Westinghouse Type CW Protective Relay
- d. (1) Westinghouse Type SA-1 Protective Relay

Generator # 2 Protective Relays: (Yr. 1, 2, 3, 4, 5)

- a. (1) Schweitzer Engineering Laboratories SEL 700 relay. Emergency projects ED156 and ED174
- b. (1) Westinghouse Type CV-8 Protective Relay
- c. (1) Westinghouse Type CW Protective Relay
- d. (1) Westinghouse Type SA-1 Protective Relay

2.4 Schedule of Services

2.4.1 W. Averell Harriman State Office Building Campus

Year 1

- a. Building No. 17 Substation- Indoors
- b. Building No. 18
- c. Building No. 22- Substructure

Year 2

- a. Building No. 3
- b. Building No. 5
- c. Building No. 21
- d. Building No. 6

Year 3

- a. Building No. 9
- b. Building No. 17 Substation- Outdoors
- c. Building No. 22- Superstructure

Year 4

- a. Building No. 7A
- b. Building No. 12- West
- c. Building No. 12- East

Year 5

- a. Building No. 4
- b. Building No. 7
- c. Building No. 8,8A
- d. Building No. 24
- e. Building No. 30 – Outdoors

2.4.2 Governor Nelson A. Rockefeller Empire State Plaza and Downtown Albany Facilities

Refer to “Electrical Power Distribution Equipment / Schedule of Services” (2.3.2 through 2.3.7)

2.5 Service Requirements

2.5.1 General Requirements

Contractor(s) shall provide all labor, material, equipment, and all other ancillary costs required to service every piece of equipment that requires appraisal/testing, maintenance, repairs, replacement parts, and emergency services. Contractor(s) shall develop a complete inventory of all equipment associated with systems covered under this solicitation and shall document required appraisal/testing, maintenance and/or repairs and frequencies thereof, when service was performed, and what type of service was performed on each piece of equipment. This reporting document shall be a continuous “fluid” document and shall be updated each time work is performed on the equipment/systems. The report format shall be preapproved by the OGS Director of Utilities Management or his/her designee. The information contained in the report shall be the property of OGS. This report shall be provided to the Facility Manager along with a copy of the Contractor's invoice for payment.

- a. The contractor shall provide two full-time Electricians for each of the three lots.
- b. Preventive maintenance shall be provided for all system components as generally described which includes, but is not limited to, the following services:
 1. Checking performance of all systems and components.
 2. Examining, adjusting, calibrating and cleaning all system components.
 3. One oil sample test must be taken from each of the Harriman Campus buildings, LOT B1, oil filled transformers during the contract period at the direction of the facilities representative.
 4. Lubrication as required.
 5. Infrared scanning pre and post preventative maintenance.
 6. Inspect all exposed current carrying parts - bus, cable, wire, etc. and pay special attention to bolted joints and terminations. Look for signs of overheating, corrosion or distress and retorque any loose bolts to manufacturers recommendation.
- c. The Contractor shall have in his possession the manufacturer's specified maintenance and repair procedures and complete parts list for all equipment to be maintained and produce them when requested.
- d. The Contractor shall provide a schedule of work detailing all tasks to be completed during the specified contract year (see Section 2.4).
- e. It will be the Contractor's responsibility to obtain specific literature for each piece of equipment and to develop equipment specific forms that detail the preventive maintenance. All preventative maintenance and inspections on the equipment shall be performed in accordance with recommendations for frequency and procedure by applicable laws, codes, and standards including, but not limited to, manufacturer's recommendations. These forms and schedules are subject to approval by OGS Director of Utilities Management or his/her designee and must be submitted within 60 days after commencement of the contract. Once initial approval is obtained, these forms shall be filled out as work is performed including but not limited to emergency repair service work and shall be submitted to the OGS Director of Utilities Management or his/her designee as a permanent record along with Contractor's invoice for payment of services.

- f. It is the intent of these specifications to provide all maintenance complete in every respect. The Contractor understands that details of service not explicitly stated in these specifications, but are necessarily attendant thereto, are included herein.
- g. The Contractor shall be compensated as "Additional Services" for costs associated with testing, repairs or replacements necessitated by proven negligence or misuse by persons other than the Contractor and/or as a result of acts of God and/or for modifications or alterations to the system(s). Such repairs or replacements shall be paid for at the time and materials rate bid. No such test, repairs or replacements shall be made unless previously authorized in writing by the OGS Real Property and Facilities Management Director or his/her designee. If Contractor performs work and is expecting to be compensated as "Additional Services" without prior authorization as defined herein, Contractor understands that Contractor is acting at his/her own risk and may not be additionally compensated for such work. The State retains the right to accomplish such repairs and/or replacements or modifications by other means, such as competitive bidding, if deemed in the best interest of the State. (See Additional Service Section 2.5.16; Subcontractors Section 5.7)
- h. The Contractor is responsible for notifying the Director of Utilities Management or his/her designee of the existence or development of any defects in, or repairs required to, any systems included in this scope of work, which it does not consider to be its responsibility under the terms of the contract resulting from this solicitation. The Commissioner reserves the right to make the final determination concerning the responsibility for such defects, corrections, or repairs.
- i. Building shutdowns are to occur after hours or on weekends and be adequately staffed to complete the shutdown in the allotted 12-hour window. After hours are outside the normal building hours which are generally Monday through Friday 6:00am to 6:00pm EST.

2.5.2 Parts and Device Inventory

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

2.5.3 Operations Standards

- a. The contractor agrees to provide all necessary equipment and services necessary to comply with all requirements of this solicitation and agrees to perform all the duties in accordance with the standards and qualifications outlined herein.
- b. OGS Real Property and Facilities Management reserves the right to make final determination regarding any services that may or may not be covered through this solicitation.
- c. There is no minimum or maximum guaranteed amount of work from this solicitation.
- d. Bidder shall be advised that the Contractor will be responsible for providing all resources necessary for the safe and efficient execution of this contract.
- e. Any services shall be subject to inspection by the State of New York at any time.

2.5.4 Air Circuit Breakers; (240 to 15,000 Volts)

- a. Remove from cubicle and operate electrically.
- b. Remove arc chutes, clean and inspect.
- c. Check arc splitter grids and ceramics.
- d. Inspect breaker for defects or damage.

- e. Check primary bushings and finger clusters.
- f. Check contact alignment, over travel and contact pressure.
- g. Inspect contacts for proper mating, alignment and burning.
- h. Check operating mechanism for friction, excessive wear and defective parts.
- i. Check manual close, latch and trip operation.
- j. Lubricate where necessary.
- k. Megger pole-to-pole and pole-to-frame.
- l. Additionally, on 15KV breakers > Ductor test, (micro-ohms) of closed circuit breaker main contacts.
- m. Additionally, on 15KV breakers > Check primary and secondary contact wipe per equipment O & M manuals.
- n. Trip test breaker in cell test position from associated protective relays to insure both the integrity of the wiring and that breaker functions properly in the switchgear cell.

2.5.5 Vacuum Circuit Breakers; (240 to 15,000 Volts)

- a. Remove from cubicle and operate electrically.
- b. Inspect breaker for defects or damage.
- c. Check primary bushings and finger clusters.
- d. Check contact alignment, over travel and contract pressure.
- e. Check operating mechanism for friction, excessive wear and defective parts.
- f. Lubricate all moving parts.
- g. Check manual close, latch and trip operation.
- h. Megger pole-to-pole and pole-to-frame.
- i. Test integrity of vacuum bottles.
- j. Trip test breaker in cell test position from associated protective relays to insure both the integrity of the wiring and that breaker functions properly in the switchgear cell.
- k. Inspect racking device.

2.5.6 Switchgear; (480 and 208 Line Voltage)

- a. Clean switchgear enclosures inside and outside.
- b. Inspect all exposed current carrying parts; bus, cable, wire and with special attention to bolted joints and terminations. Look for signs of overheating, corrosion or distress and retorque any loose bolts to manufacturers recommendation.
- c. Inspect and functionally check all control devices, associated wiring, control and instrument transformers, interlocks, safety devices and shutters or safety barriers. Lubricate moving parts as required.
- d. Clean and inspect all insulation details. Particular attention is given to porcelain bushings, insulators, bus supports and/or "bottles" for cracking or chipping.
- e. Clean and inspect or levering mechanism to insure smooth trouble-free operation. Remove all lubricants and re-lubricate as required.

2.5.7 Protective Relays

a. Mechanical Checks:

1. Relays and instruments will be removed and benched and the cover will be inspected for broken glass.
2. Relays and instruments will be inspected and cleaned of dust, iron filings or other foreign objects.
3. Relay operation and contacts will be inspected.
4. All connections will be tightened.
5. Perform relay function test on all relays to ensure integrity of wiring and that the breakers will operate as required in their related switchgear cell.

b. Electrical Checks:

1. Zero-time dial will be checked.
2. Minimum pick-up will be established.
3. Timing checks will be made at 300% and 500%.
4. Instantaneous pick-up will be found and target operation will be inspected.
5. Seal-in pick-up points will be found.
6. Relay settings shall be changed, if requested, in cases where Protective Relay Coordinator Study supplied by the customer indicates the need for change in relay settings. Otherwise, it shall be insured that the relay settings remain unchanged. If any obvious incorrect settings are noticed it shall be immediately brought to the attention of the Director of Albany Utilities.

2.5.8 Transformers

Westinghouse Relay Test Set, Model No. SR-51 or approved equal shall be used for testing of transformers:

a. Oil testing of Transformers and Primary Switches

Description	Standard
Dielectric Breakdown Voltage	ASTM D-877
Neutralization Number	ASTM D-974
Interfacial Tension	ASTM D-974 or D-2285
Power Factor	ASTM D-924 @ 25C
Moisture Content	ASTM D-1533
Color	ASTM D-1500
Visual Examination	ASTM D-1524
Specific Gravity	ASTM D-1298
Dissolved Gas Analysis	ASTM D-3612 or ANSI/IEEE C57.104
Total Combustible Gas	ASTM D-3284 or ANSI/IEEE C57.104
Power Factor	ASTM D-924

Note: The Dissolved Gas Analysis and Total Combustible Gas tests are not required for oil samples taken from primary oil switches.

1. Contractor will install and setup new electric type relays that replace master/phasing and time delay relays. Relays to be furnished by the OGS.
- b. Transformer Testing of Main Power Transformers
 1. Perform insulation power factor test on windings and bushings.
 2. Perform individual excitation current test on each phase.
 3. Perform winding resistance test on each winding in final tap position.
 4. Perform percent of oxygen test on nitrogen blanket.
 5. Perform an urn ratio test between winding to winding and windings to ground.
 6. Calculate dielectric absorption ratio and polarization index.
 7. Correct all test values using temperature correction factors.
 8. Check transformer for proper grounding.
- c. Transformer Oil
 1. The transformer will be given a thorough external inspection; the condition of all gauges, fan controls, temperature relays and other devices will be noted.
 2. Must provide an oil analysis per manufacture standards, including brief overview in layman's terms as well as any recommendations.
 3. Turns ratio test of high voltage to low voltage winding.
 4. Insulation resistance test from high voltage winding to ground, low voltage winding to ground, and high voltage winding to low voltage winding. A time resistance (dielectric absorption) and step voltage test will also be performed on each of these connections.
- d. Tap Changer Oil
 1. Load tap changing compartment shall be drained into clean dry barrels and the compartment opened for inspection.
 2. Contacts shall be checked for burning, pitting, freedom of movement and positive alignment.
 3. All parts should be inspected for condition, adjustment and proper operation. Minor adjustments shall be made as necessary.
 4. The compartment shall be cleaned thoroughly, the mechanism checked electrically and the tap position indicator checked for proper positioning. The cover gasket shall be inspected for continued serviceability versus future replacement.
 5. The existing oil, unless otherwise noted, shall be pumped into the tap changer compartment through a filter press and then tested for dielectric strength. Values of less than acceptable strength shall be so noted in the report. Disposal of any oil or debris is excluded unless specifically addressed otherwise.
 6. If additional work such as changing contact or repairing parts is required, standard time and expenses would be charged in addition to the above.

2.5.9 Network Protectors

- a. All network protectors shall be disassembled to perform the following:
 1. Inspected for broken or missing lock washers, cotter pins, and springs. All hardware shall be inspected for tightness and electrical control connections shall be inspected for loose or broken connections and damaged insulation.
 2. Arc changers shall be removed and checked for broken or missing parts.
 3. Contact shall be checked for burning, pitting, alignment, pressure, and contact sequence.
 4. Perform Ductor test, (micro-ohm), of network protector main primary contacts.
 5. Parts shall be lubricated with manufacturer's specified lubricant.
 6. Parts shall be cleaned as recommended by manufacturer.
 7. Parts shall be vacuumed clean.
 8. Parts shall be checked for electrical and mechanical clearances.
 9. Adjustments shall be made where necessary.
 10. Clearances shall be recorded as found.
 11. Final clearances and adjustments shall be recorded.
 12. Cubicle shall be cleaned.
 13. Megger insulation quality.
- b. Unit shall be installed in cubicle.
- c. Network protectors shall be operated mechanically.
- d. Network protectors shall be operated electrically.
- e. All electrical connections shall be checked.
- f. All controls shall be checked.
- g. All bus bar connections shall be checked, and all bus bar ducts shall be cleaned.
- h. Ground connections shall be checked.
- i. Main relays shall be cleaned, tested, inspected for proper settings as previous.
- j. Network protectors shall be operated through all parameters with Network protector test set.

Westinghouse Network Protector Test Kit No. WT-450 or equivalent approved by RPM&D shall be used for the following mechanical/electrical checks:

- a. Mechanical Checks:
 1. Relays and instruments will be removed and benched, and the cover will be inspected for broken glass.
 2. Relays and instruments will be inspected and cleaned of dust, iron filings, or other foreign objects.
 3. Relay operation will be inspected.
 4. All connections will be tightened.
- b. Electrical Checks:
 1. Zero-time dial will be checked.
 2. Minimum pickup will be established.

3. Timing checks will be made at 300% and 500%.
4. Instantaneous pickup will be found, and target operation will be inspected.
5. Seal-in pickup points will be found.
6. Relay settings shall be changed, if requested, in cases where protective Relay Coordination Study supplied by the customer indicates the need for change in relay settings. Otherwise, it shall be insured that the relay settings remain unchanged. If any obvious incorrect settings are noticed by Contractor, it shall be immediately brought to the attention of the customer's personnel and no changes shall be made unless authorized by the customer.

2.5.10 Work to be Performed by the State

The State will:

- a. Make the equipment available, including removal from services as required to permit continuous progression of work.
- b. Provide the services of a Coordinator of Plant Electrical Engineer, who will assist Contractor the in developing an organized sequence of work.
- c. Provide or authorize the Contractor to obtain a source of auxiliary power for operation of test apparatus and motorized equipment when normal power is removed. Cost of auxiliary power shall be the State's responsibility.
- d. Maintain power to vital or necessary equipment or processes is the responsibility of the State. This should be determined well in advance and provisions made for temporary AC or DC power so as not to interfere with these services.

2.5.11 Emergency Service

- a. The successful bidder shall provide emergency service on an "as required basis." Emergency service shall be considered calls in addition to the scheduled maintenance. Contractor shall be compensated as "Additional Services".
- b. All labor, travel costs, parts and supplies will be the responsibility of the Contractor. Compensation shall be limited to payment of the appropriate additional services labor rate for time actually spent on the repairs and parts, for which the State will reimburse the Contractor at the exact cost-plus material markup. Travel time/expenses are the responsibility of the vendor and will not be reimbursed.
- c. Emergency service shall be provided, as needed on a 24 hour, seven days a week basis. To ensure the State that the Contractor will respond promptly, the Contractor agrees to provide an emergency telephone service on a 24 hour, seven days a week basis. From the time of the call by OGS, the Contractor has a maximum of one hour to respond and be on-site.
- d. At the Contractor's expense, the State will reserve one paid parking space for an oversized vehicle for Lots A, B2, and C located on P-1 parking level at the Empire State Plaza for the life of the contract. Current monthly cost is \$57.84; however, price is subject to increase once a year. ***Continued availability of reserved space is subject to OGS parking policies and regulations.**

2.5.12 Staffing Expectations

- a. All Contractor staff shall conduct themselves in a professional manner with OGS staff and with the general public.
- b. All staff assigned shall report to work in appropriate dress and appearance.

- c. All Contractor staff shall comply with all rules and requirements of this solicitation, including refraining from use of drugs and alcohol prior to or during any period of work to which they are assigned.
- d. Any failure to comply with any of the requirements of this solicitation may result in the removal from the premises.
- e. All personnel provided shall have adequate experience, training and license, if applicable, for the function(s) being performed. If OGS determines that the personnel provided are not of adequate experience, OGS has the right to request, and the contractor shall provide, satisfactory substitute personnel.
- f. Specific Qualifications included but not limited to:
 - 1. All technicians and electricians working on any voltage gear shall be OSHA 10 certified, including 8-hour arc flash training,
 - 2. All technicians and electricians working on voltage gear that is above 600 volts shall be certified as a "NETA Level 3 Test Technician".
 - 3. All technicians and electricians prior to working on the ESP Network Protectors shall have taken and successfully completed a three-day seminar on Network Protector troubleshooting offered by the equipment manufacturer.
 - 4. Electricians experience must be at Journeyman level or above.
 - 5. Electricians must have the ability to service all equipment listed in each lot being bid.

2.5.13 Background Checks

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

For purposes of this clause, the following definitions apply:

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

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

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

Applicability

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

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

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

Background Check

The Contractor is responsible for completing background checks and making suitability determinations on its employees prior to the employees beginning on-site work. Compliance with the requirement for performing a background check and making a suitability determination shall not be construed as providing a contractor employee clearance to secured areas. Contractors are required to maintain records of background checks and suitability determinations for the term of the contract, and to make them available to the State when requested.

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

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

Background Check Guidelines

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

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

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

1. The nature, extent, and seriousness of the conduct;
2. The circumstances surrounding the conduct;
3. The frequency and recency of the conduct;
4. The individual's age and maturity at the time of the conduct;

5. The presence or absence of rehabilitation and other pertinent behavior changes;
6. The potential for pressure, coercion, exploitation, or duress;
7. The likelihood of continuation of the conduct;
8. How, and if, the conduct bears upon potential job responsibilities; and
9. The employee's employment history before and after the conduct.

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

Employee Removal

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

Commissioner Notification

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

2.5.14 Security Procedures

- a. Please note that some locations may have security policies which must be followed. The Contractor will work with the OGS Facilities Managers Office to obtain necessary clearances. Contractor may be required to provide information such as, but not limited to, the company name, the employee's name (as it appears on ID), valid driver license number, vehicle make, model and license plate, etc. to the OGS Facility Managers Office.
- b. OGS ID badges will be required and must be prominently displayed at all times by all employees performing work on State premises. The Contractor must request an OGS ID badge from the OGS Director of Utilities Management or his/her designee within 30 days of contract award. OGS will provide the ID badges to the Contractor. If a replacement badge is needed for one which is lost there is a \$13.00 replacement cost for the first replacement, additional replacements are \$20.00. OGS ID badges are obtained from the NYS Department of Motor Vehicles for all employees with a NYS driver license or non-driver ID. Employees who do not have either a NYS Driver's license or non-driver ID will be required to obtain a photo image capture from NYS DMV in order to process the ID. Note – There is a process for obtaining ID Badges, which will be discussed at the initial job meeting upon award.

2.5.15 Administrative and Reporting Requirements

- a. The Contractor will be responsible for the completion of a variety of administrative and reporting requirements, and the cost of same shall be included in Contractor's bid.
- b. It is expected that the contractor shall maintain accurate records and accounts of the services rendered regarding any event and shall be responsible for all payroll functions in connection with this bid.

- c. Two hard bound test report copies must be received by the facilities representative within 90 days of service and or prior to authorization of service payment. These reports list the equipment tested, date tested, resistance reading, inductance reading, relay setting, general condition, etc.
- d. During the term of any contract resulting from this solicitation, the Contractor shall maintain a designated officer or employee as its representative for contact with the State and for all communication and transactions relating to the contract.
- e. The Commissioner's designated representative for all purposes of this contract shall be the Facility Manager.
 - 1. Upon award of the contract and prior to the start of any work, the Contractor shall be available for an initial job meeting with the Facility Manager. This meeting shall include:
 - 1) A review of all facility use rules.
 - 2) An introduction for each respective organization, chain of command, etc.
 - 2. Unless otherwise directed, there shall be monthly job meetings for the following purposes:
 - 1) Review quality of work, Identify and resolve problems,
 - 2) Coordinate the efforts of all concerned, maintain a sound working relationship between the Contractor and the Facility Manager, and a mutual understanding of the contract.
 - 3) Maintain sound working procedures.
- f. Unless otherwise directed, the Contractor shall provide a monthly report to the Facility Manager. This report shall detail all work completed that month. The report format shall be pre-approved by the Facility Manager.

2.5.16 Additional Services

Additional Services (repairs, upgrades, any work performed by subcontractors other than for base scope services, etc.) shall only be performed when pre-approved in writing by the Director of OGS Utilities or his/her designated representative, and shall be compensated at the Time and Materials rates bid, provided, however, that any subcontractor work shall be reimbursed at actual cost with the markup thereon being limited to 5% of the actual cost.

OGS reserves the right to have any service performed by any means deemed to be in the best interests of the State.

The following process shall apply:

The contractor shall prepare a quote for the facility manager. For Additional Service work performed by Contractor's on-site staff, the quote must detail the scope of services, whether any subcontractors will be used, proposed timeline for completion, number of hours times hourly rate bid, materials times % markup bid, and any other information or options that the state should consider. If subcontractors are to be used, the process detailed in the Subcontractors clause herein must be followed.

The facility manager will request approval from the Assistant to the Director OGS Real Property and Facilities Management. Upon approval, a letter authorizing the work will be issued. A copy of the authorization letter must accompany the invoice for any Additional Services.

2.6 Prevailing Wage Rate Advisory Notice

DOL Article 9 - Prevailing Rate Case Number PRC# 2019001486 has been assigned to the project.

To view the PDF file of your wage schedule, Article 9, click on <https://applications.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1472799>

The NYS Department of Labor has determined that the prevailing wage title applicable to this contract is for Electrician and Lineman Electrician.

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

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

Contractors are advised that the Office of General Services may make random inquiries of employees of both prime and subcontractors as to the rate of wages being paid and may request certified copies of one or more weekly payrolls of a contractor or any subcontractor to verify proper payment of wages. Any discrepancy found in information supplied will be reported to the Department of Labor for investigation.

2.7 OSHA (Occupational Safety & Health Administration) Training Requirements

2.7.1 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.**

2.7.2 Contractor / Contract Employee Obligations

A. 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.

B. 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. Onsite employee will be trained to do the work, supervised by higher knowledge/training, as required by OSHA/DOL regulations.

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

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

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

2.8 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. Bid Submission

3.1 IFB Questions and Clarifications

Questions and requests for clarification regarding this IFB# 2269 shall only be directed to:

Dan Schenkman, Contract Management Specialist 1
OGS Division of Financial Administration
Corning Tower, 32nd Floor, ESP
Albany, NY 12242
Phone: 1-518-474-4642
E-mail: daniel.schenkman@ogs.ny.gov

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

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 identified in the following list should be addressed as concisely as possible in order for a bid to be considered complete. 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 bidder is able to fulfill the requirements of the contract.

1. **Cover Letter.** The cover letter should confirm the bidder understands all the terms and conditions contained in this IFB and will comply with all the provisions of this IFB. Further, that should the contract be awarded to your company, you would be prepared to begin services on the date indicated in Section 1.3 - Key Events. The cover letter should also include the full contact information of the Bidder's Representative that OGS shall contact regarding the bid. A bidder representative authorized to make contractual obligations must sign the cover letter. The letter should also state whether or not subcontractors will be used, and the name and address of each proposed subcontractor, if known.
2. **Staffing Expectations:** Bidders must submit information to confirm their ability to meet the staffing expectations to provide the services requested in this IFB# 2269 as set forth in Section 2.5.12 – Staffing Expectations.
3. **Pricing.** Bidders shall submit a completed Bid Proposal Form (Attachment 1). Each item within each Lot must be complete with no lines omitted for lots being bid. Bidder shall not provide alternative pricing or deviate from the Cost Proposal Form. Alternative pricing methodologies will not be considered and may result in the rejection of the bid.
4. **Administrative Submission:**
 - All required completed forms from IFB Appendix B.
 - Signed bid addenda (if any)
 - Important Notes:

- Insurance – Bidders are reminded of the insurance requirements as described in Appendix D. The selected Bidder 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.
- Vendor Responsibility - Bidders are reminded of the requirements as described in Section 5.13 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 six months.
- Document Consistency - An award will only be made to the entity that has submitted the bid. All submitted documents must be consistent with the official name of the 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 IFB Response

Please submit:

- Three originals and one exact copy of the Bid Proposal Form (Attachment 1)
- Three originals and one exact copy of: 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: IFB# 2269
- Bid Due Date and Time: (as in Section 1.3 - Key Events)
- Bid for: Electrical Distribution Equipment Testing, Maintenance and Repair

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

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

Submit all required bid documents to the NYS Office of General Services - Division of Financial Administration at the following address:

OGS Financial Administration, Agency Procurement Office
Empire State Plaza, Corning Tower, 32nd Floor
Albany, NY 12242
Attn: Dan Schenkman

IFB# 2269

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 90 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 90 day period until either tentative award of the contract(s) by issuing Office is made or withdrawal of the bid in writing by Bidder. Tentative award of the contract(s) shall consist of written notice to that effect by the issuing Office to the successful Bidder. This IFB remains the property of the State at all times, and all responses to this IFB, once delivered, become the property of the State.

Important Building Access Procedures for Delivered Bids:

Building Access procedures are in effect at the Corning Tower. Photo identification is required. All visitors must register for building access, for delivering bids. **Vendors are encouraged to pre-register by contacting Dan Schenkman at 518-474-4642 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>

3.6 Examination of Contract Documents

1. Each Bidder is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.
2. Each Bidder shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the State as an excuse for any

failure or omission on the part of the Bidder to fulfill every detail of all the requirements of the documents governing the work. The Bidder, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such bidder might have fully informed itself prior to bidding.

3. Any Bidder in doubt as to the true meaning of any part of the specification or the proposed contract documents shall submit to Dan Schenkman, Division of Financial Administration, 32nd Floor, Corning Tower Building, Empire State Plaza, Albany, New York 12242 or e-mail: Daniel.Schenkman@ogs.ny.gov a written request for an interpretation thereof. If a major change is involved to which all bidders must be informed, such request for interpretation shall be delivered, in writing, no later than question due date listed in **Section 1.3- Key Events**. Any interpretation of the proposed documents will be made only by an addendum duly issued. A copy of such addendum will be e-mailed to bidder who have registered Intent to Submit a Bid.
4. Any addendum issued prior to the bid due date must be acknowledged by signature, dated and be submitted as part of the Administrative Proposal. In awarding a contract, any addenda will become a part thereof.
5. Any verbal information obtained from, or statements made by, representatives of the Commissioner of General Services at the time of examination of the documents, pre-bid conference, or site visit shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, to all Bidders shall become a part of the contract.

4. Administrative Information

4.1 Issuing Office

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

4.2 Method of Award

There are three lots (A, B, and C) as described in the Bid Proposal Form included in this IFB. The winning bid(s) will be the lowest responsive and responsible bid(s) based on the Grand Total per Lot as submitted on **Attachment 1- Bid Proposal Form**.

The Grand Total Lot bid amount of the successful bidder(s) shall be used to establish the contract value. The established contract value shall not be exceeded.

4.3 Price

The Bid amounts shall be inclusive of all costs including travel, licenses, insurance, administrative, profit and other ancillary costs regardless of the amount of time required or the number of visits made to the site. It is the expectation that all Equipment shutdowns and testing will be performed off hours/after hours including nights and weekends. No additional charges or overtime charges will be paid to the contractor for these shutdowns as they are included in the base bid price.

4.4 Early Payment Discount

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 the Attachment 1 - Bid 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.

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

4.5 Term of Contract

This contract will commence on 3/26/2020 and will be in effect for five years through 3/25/2025.

4.6 Method of Payment

Prior to the first billing cycle and in ample time for the OGS Facility Manager to reconcile, the Contractor shall breakdown each annual bid amount into measurable system components. The aggregate of the system components must equal the total annual bid for the awarded lot. A bound report of the above must be provided to and approved by an OGS Utilities Representative prior to any invoice approval.

For purposes of this contract, payment will be made monthly in arrears based on the breakdown described above for the completed aggregate component work. Invoices shall be submitted to the OGS Accounts Payable Unit after the last day of the month for the completed work.

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

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

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

All invoices must be submitted for payment to:

Office of General Services

C/O BSC / Accounts Payable -or- accountspayable@ogs.ny.gov

1220 WASHINGTON AVE., BLDG. 5, 5TH FL

ALBANY, NEW YORK 12226

NOTE: An electronic copy of the invoice and reports must be forwarded to the OGS Director of Utilities Management and his/her designee.

4.7 Electronic Payment

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and the State Comptroller. Payment for invoices submitted by the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by e-mail at epunit@osc.state.ny.us, or by phone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

4.8 Past Practice

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

4.9 Exceptions and Extraneous Terms

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

Bidders wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the 'Questions Due Date' as identified in 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 IFB), or directly to the requesting vendor.

4.10 Dispute Resolution

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

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

4.11 Inspection of Books

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

4.12 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, a singular word 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 IFB, refer to this IFB.

4.13 Prime Contractor Responsibilities

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor regarding all provisions of the solicitation, and the contract resulting from the solicitation.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this solicitation or the resultant contract. The Contractor accepts full responsibility for the actions of subcontractors who carry out any of the provisions of any contract resulting from this solicitation. Please also see Section 5.7 – Subcontractors.

5. Contract Clauses and Requirements

5.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated January 2014 attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein.

The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

1. Appendix A
2. Contract Service Agreement (Appendix C)
3. OGS Invitation for Bid #2269 (this document) with any addendum(a)
4. Selected Contractor's Bid

5.2 Summary of Policy and Prohibitions on Procurement Lobbying

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 3.1. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Vendor pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Vendor is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: <http://www.ogs.ny.gov/acpl/>

5.3 Tax and Finance Clause

TAX LAW § 5-A:

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

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

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

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

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

<https://www.tax.ny.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. 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 IFB it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
- The Bidder agrees that any contract resulting from this IFB may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of OGS.
- For reasons of safety and public policy, in any contract resulting from this IFB, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
- For purposes of any contract resulting from this IFB, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- 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 IFB the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, 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 IFB 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 Contract Terms

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

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

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

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

5.7 Subcontractors

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the solicitation and the contract resulting from the solicitation. **When bidding, any known / planned use of subcontractors should be disclosed in detail with bid submission.** If subcontractors are to be used, it shall be understood that the bid price includes the cost of the subcontractor and no additional markups will be allowed.

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

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

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

During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to the Assistant to the Director of OGS Real Property and Facilities Management 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 Assistant to the Director may require concerning the proposed subcontractor's ability and qualifications.

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

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

5.8 Procurement Rights

The State of New York reserves the right to:

1. Reject any and all bids 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 Bidder's mathematical errors and waive or modify other minor irregularities in bids received, after prior notification to the Bidder.
4. 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.
6. 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.
9. Not make an award from this Solicitation.
10. Make an award under this Solicitation in whole or in part.
11. Make multiple contract awards pursuant to the Solicitation.
12. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
13. Seek clarifications of bids.
14. Disqualify any bidder whose conduct and/or bid fails to conform to the requirements of the IFB.

15. Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available.
16. Waive any requirements that are not material.
17. If two or more bids are found to be substantially equivalent, the Commissioner of OGS, at their sole discretion, will determine award using the pre-established process. For best value procurements, cost will be the determining factor.

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

5.9 Extent of Services

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

5.10 Right to Know

In accordance with the New York State Toxic Substance Act (Right-to-Know Law) and the United States Occupational Safety and Health Administration's Hazard Communication Standard, the Office of General Services has established and implemented a Right-to-Know/Hazard Communication Program. It is the policy of OGS to provide information and training to advise employees of potentially hazardous substances known to be in the work place. Part of this information is a collection of Material Safety Data Sheets for all chemicals used at State Office Buildings by contract vendors. Before any chemical product is used on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the Facility Manager before the chemical is applied.

5.11 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.

5.12 Termination

A) Termination

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

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

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

B) Procurement Lobbying Termination

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

C) Effect of Termination

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

5.13 NYS Standard Vendor Responsibility Questionnaire

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

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

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

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

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

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

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

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

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

5.14 Ethics Compliance

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

5.15 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: www.osc.state.ny.us/vendors/index.htm

Form to be completed: www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf

5.16 Indemnification

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of any contract resulting from this 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 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.

5.17 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.

5.18 Encouraging use of New York State Businesses in Contract Performance

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

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

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

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

5.19 Appendices and Exhibits

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

5.20 Contractors Compensatory Liability

In the event that the contractor fails to complete any of the specified services within the timeframe required, OGS reserves the right to have such work completed either by another contractor or with in-house staff. In any such event, the contractor shall be liable to reimburse OGS for all costs incurred to complete the work. OGS further reserves the right to collect such reimbursement from any outstanding payments due to the contractor.

5.21 Sexual Harassment Prevention

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

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training

materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>.

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

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

The certification required above can be found on Appendix B, which Bidder must submit with its bid.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

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

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

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

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

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

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

Solicitation

Appendix B – Required Forms

Required Forms – Table of Contents

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

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

Contractor Information

Solicitation Number

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

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

Please identify if any of the following apply:

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

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF _____ }
: SS.:
COUNTY OF _____ }

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

_____,
Town of _____,
County of _____,
State of _____; and further that:

[Check One]

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

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

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

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

Notary Public
Registration No. _____
State of: _____

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

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

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

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

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

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

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

Instructions:

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

Offerer Disclosure of Prior Non-Responsibility Determinations

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

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

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____
Signature

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

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

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

Procurement Lobbying Termination

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

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.
2. 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 ultra-low 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.

State Finance Law § 139-I Certification

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

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

Small Business Certifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Taxation and Finance - FORMS

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

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

(4/15)

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

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

General information

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

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

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

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

Mail completed form to:

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

Privacy notification

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

Need help?Visit our Web site at **www.tax.ny.gov**

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

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

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

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

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

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

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

Section 1 – Contractor registration status

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

Section 2 – Affiliate registration status

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

Section 3 – Subcontractor registration status

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

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

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
 : SS.:
COUNTY OF }

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

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

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

Notary Public

Registration No. _____

**Contractor Certification to Covered Agency**

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

ST-220-CA

(12/11)

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

Contractor name				For covered agency use only Contract number or description	
Contractor's principal place of business		City	State		
Contractor's mailing address (if different than above)					
Contractor's federal employer identification number (EIN)			Contractor's sales tax ID number (if different from contractor's EIN)		
Contractor's telephone number			Covered agency name		
Covered agency address				Covered agency telephone number	

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

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

(Mark an X in only one box)

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

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

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

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

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

When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }
: _____ SS.:
COUNTY OF _____ }

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

Town of _____,

County of _____,

State of _____; and further that:

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

☐ (If an individual): _____ he executed the foregoing instrument in his/her name and on his/her own behalf.

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

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

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

Notary Public

Registration No.

Privacy notification

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

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

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

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

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

Need help?



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

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



Telephone assistance

Sales Tax Information Center: (518) 485-2889

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

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



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



EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

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

Instructions for completing:

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

RACE/ETHNIC IDENTIFICATION

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

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

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

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

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

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



Office of
General Services

Office of Minority and Women-Owned
Businesses & Community Relations

EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

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

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

Enter the total number of employees for each classification:

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

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



SDVOB UTILIZATION PLAN

☐ Initial Plan

☐ Revised plan

Contract/Solicitation # **2269**

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

BIDDER/CONTRACTOR INFORMATION

SDVOB Goals In Contract

Bidder/Contractor Name:

NYS Vendor ID:

%

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

Bidder/Contractor Telephone Number:

Contract Work Location/Region:

Contract Description/Title:

CONTRACTOR INFORMATION

Prepared by (Signature):

Name and Title of Preparer:

Telephone Number:

Date:

Email Address:

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

SDVOB Subcontractor/Supplier Name:

Please identify the person you contacted:

Federal Identification No.:

Telephone No.:

Address:

Email Address:

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

Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %

SDVOB Subcontractor/Supplier Name:

Please identify the person you contacted:

Federal Identification No.:

Telephone No.:

Address:

Email Address:

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

Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %

FOR OGS USE ONLY

OGS Authorized Signature:

☐ Accepted

☐ Accepted as Noted

☐ Notice of Deficiency

NAME (Please Print):

SDVOB
%/\$ _____

Date Received:

Date Processed:

Comments:

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

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

ADDITIONAL SHEET

Bidder/Contractor Name:	Contract/Solicitation # 2269
--------------------------------	-------------------------------------

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

Employee Information To Be Reported By Certain Consultant Contractors

Instructions for Completing Form A and B

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

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

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

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

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

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

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

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

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

Appendix C

Sample Contract

Solicitation No. 2269

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

**AGREEMENT FOR
ELECTRICAL DISTRIBUTION EQUIPMENT TESTING, MAINTENANCE
AND REPAIR AT THE:**

**W. AVERELL HARRIMAN STATE OFFICE BUILDINGS CAMPUS AND
THE GOVERNOR NELSON A. ROCKEFELLER EMPIRE STATE PLAZA
INCLUDING SEVERAL DOWNTOWN ALBANY STATE OWNED
FACILITIES**

**WITH
(CONTRACTOR)**

CONTRACT #OGS1-C00XXXX-1140000

THIS AGREEMENT, made this ____ day of _____, 2020 by and between the People of the State of New York, acting by and through the Commissioner of General Services, whose office is in the Corning Tower Building, at the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242 (hereinafter "Commissioner", "OGS" or "State"), and (Company Name), (hereinafter "Contractor"), with an office at _____.

W I T N E S S E T H:

WHEREAS, the OGS is responsible for the electrical distribution equipment testing, maintenance and repair at the W. Averell Harriman State Office Buildings Campus and the Governor Nelson A. Rockefeller Empire State Plaza including several downtown Albany state owned facilities and in fulfilling its responsibility deems it necessary to obtain electrical distribution equipment testing, maintenance and repair therefore, and

WHEREAS, OGS has determined after having solicited bids from Contractors willing to supply these services, that the Contractor submitted the bid affording the State the lowest price for such services and that the Contractor possesses the necessary capacity, experience and expertise for provision of electrical distribution equipment testing, maintenance and repair, 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 electrical distribution equipment testing, maintenance and repair fees and other fees and expenses in accordance with the amounts and rates put forth in the Contractor's bid attached hereto as Appendix "C", which Appendix C is hereby incorporated by reference and made a part hereof as fully as if set forth as length herein. This contract will be established with a not to exceed value of \$_____. Services performed beyond this amount will not be compensated.

2. TERM

This Agreement shall commence March 26, 2020 and will be in effect for five years unless sooner terminated as herein specified.

3. SERVICES

The Contractor agrees to perform this Agreement and to furnish the services, labor and materials required in connection therewith in accordance with all the specifications, conditions, covenants and representations contained in the Invitation for Bids No. 2269, 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 30 days' notice, terminate the contract resulting from this IFB in the event of the awarded Bidder's failure to comply with any of the proposal's requirements unless the awarded Bidder obtained a waiver of the requirement.

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

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

B) Procurement Lobbying Termination

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

C) Effect of Termination

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

5. RECORDS

The Contractor will maintain accurate records and accounts of services performed and monies expended under this Agreement. Such records will be maintained for six 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 #2269 including Addenda
4. Appendix C – Contractor's Bid

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

15. FORCE MAJEURE

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

16. ASSIGNMENT BY STATE

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

17. NOTICES

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Agreement shall be in writing and shall be validly given when mailed by registered or certified mail, overnight carrier or hand delivered, (i) if to the State,

addressed to the State at its address set forth above, and (ii) if to Contractor, addressed to Contractor at its address set forth above. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Agreement by giving fifteen (15) days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purposes of this Agreement.

18. CAPTIONS

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

19. SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this Agreement, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Agreement.

20. INFORMATION SECURITY BREACH

In accordance with the Information and Security Breach Notification Act (ISBNA) (Chapter 442 of the Laws of 2005, as amended by Chapter 491 of the Laws of 2005), a Contractor with OGS shall be responsible for all applicable provisions of the ISBNA and the following terms herein with respect to any private information (as defined in the ISBNA) received by or on behalf of OGS under this Contract.

- Contractor shall supply OGS with a copy of its notification policy, which shall be modified to be in compliance with this provision, as well as OGS's notification policy.
- Contractor must encrypt any database fields and backup tapes that contain private data elements, as set forth in the ISBNA.
- Contractor must ensure that private data elements are encrypted in transit to / from their systems.
- In general, Contractor must ensure that private data elements are not displayed to users on computer screens or in printed reports; however, specific users who are authorized to view the private data elements and who have been properly authenticated may view/receive such data.
- Contractor must monitor for breaches of security to any of its systems that store or process private data owned by OGS.
- Contractor shall take all steps as set forth in ISBNA to ensure private information shall not be released without authorization from OGS.
- In the event a security breach occurs as defined by ISBNA Contractor shall immediately notify OGS and commence an investigation in cooperation with OGS to determine the scope of the breach.

- Contractor shall also take immediate and necessary steps needed to restore the information security system to prevent further breaches.
- Contractor shall immediately notify OGS following the discovery that OGS's system security has been breached.
- Unless the Contractor is otherwise instructed, Contractor is to first seek consultation and receive authorization from OGS prior to notifying the individuals whose personal identity information was compromised by the breach of security, the New York State Chief Information Security Office, the Department of State Division of Consumer Protection, the Attorney General's Office or any consuming reporting agencies of a breach of the information security system or concerning any determination to delay notification for law enforcement investigations.
- Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.
- This policy and procedure shall not impair the ability of the Attorney General to bring an action against the Contractor to enforce all provisions of the ISBNA or limit the Contractor's liability for any violations of the ISBNA.

21. CONTRACTOR RESPONSIBILITY

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

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

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

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

CONTRACT NO. C00XXXX

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Agency Certification

"In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

(Company Name)

THE PEOPLE OF THE STATE OF NEW YORK

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

By: _____
Name:
Title:
Date:

APPROVED AS TO FORM
Attorney General

APPROVED
State Comptroller

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF _____ }

: SS.:

COUNTY OF _____ }

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

[Check One]

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

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

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

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

Notary Public

Registration No. _____

State of: _____

Sample Contract

Appendix A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

Sample Contract

Appendix B

Invitation for Bid

SAMPLE

Sample Contract

Appendix C

Contractor's Bid

SAMPLE

Appendix D – Insurance Requirements

Insurance Requirements

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

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

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

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

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

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

A. General Conditions Applicable to Insurance. All policies of insurance required by this Solicitation or any Contract resulting from this Solicitation shall comply with the following requirements:

- 1. Coverage Types and Policy Limits.** The types of coverage and policy limits required from Bidders and Contractors are specified in Paragraph B *Insurance Requirements* below.

2. Policy Forms. Except as otherwise specifically provided herein, or agreed to in the Contract resulting from this Solicitation, all policies of insurance required by this Attachment shall be written on an occurrence basis.

3. Certificates of Insurance/Notices. Bidders and Contractors shall provide OGS with a Certificate or Certificates of Insurance, in a form satisfactory to OGS as detailed below, and pursuant to the timelines set forth in Section B below. Certificates shall reference the Solicitation or award number and shall name **The New York State Office of General Services, Agency Procurement Office, 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;
- Refer to this Solicitation and/or any Contract Number resulting from this Solicitation;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section of the Certificate or on a submitted endorsement: **Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.**

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

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

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

5. Breach for Lack of Proof of Coverage. The failure to comply with the requirements of this Attachment at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.

6. Self-Insured Retention/Deductibles. Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from OGS. Such approval shall not be unreasonably withheld, conditioned or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Bidder/Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.

7. Subcontractors. Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Attachment and maintain the same in force during the term of any work performed by that Subcontractor. An Additional Insured Endorsement CG 20 38 04 13 (or the equivalent) evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor and pursuant to the timelines set forth in Section A.13. below, as applicable. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies.

8. Waiver of Subrogation. For all liability policies and the workers' compensation insurance required below, the Bidder/Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

9. Additional Insured. The Contractor shall cause to be included in each of the liability policies required below, ISO form CG 20 10 11 85 (or a form or forms that provide equivalent

coverage, such as the combination of CG 20 10 04 13 and CG 20 37 04 13) and form CA 20 48 10 13 (or a form or forms that provide equivalent coverage), naming as additional insureds: The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to OGS pursuant to the timelines set forth in Section B below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Attachment had the Contractor obtained such insurance policies.

10. *Excess/Umbrella Liability Policies.* Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.

11. *Notice of Cancellation or Non-Renewal.* Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide OGS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.

12. *Policy Renewal/Expiration* Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation shall be delivered to OGS. If, at any time during the term of any Contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation or any Contract resulting from this Solicitation, or proof thereof is not provided to OGS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by OGS.

13. *Deadlines for Providing Insurance Documents after Renewal or Upon Request.* As set forth herein, certain insurance documents must be provided to the OGS Agency Procurement Office contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to OGS as soon as possible but in no event later than the following time periods:

- For certificates of insurance: 5 business days
- For information on self-insurance or self-retention programs: 15 calendar days
- For other requested documentation evidencing coverage: 15 calendar days
- For additional insured and waiver of subrogation endorsements: 30 calendar days

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps

necessary to obtain such documents from its insurer and submit them to OGS, OGS shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

B. Insurance Requirements

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

Insurance Type		Proof of Coverage is Due
Commercial General Liability	\$5,000,000 each occurrence	Upon notification of tentative award and updated in accordance with Contract
General Aggregate	\$5,000,000	
Products – Completed Operations Aggregate	\$5,000,000	
Personal and Advertising Injury	\$1,000,000	
Medical Expenses Limit	\$5,000	
Crime Insurance	\$50,000	
Business Automobile Liability Insurance	\$2,000,000 each occurrence	
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. Crime Insurance (Employee Dishonesty): If performance under this Contract shall require work on State property, the Contractor shall maintain, during the term of the Contract, Crime Insurance on a “loss sustained form” or “loss discovered form,” and coverage must include the following:

- The policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- The policy must include an extended reporting period of no less than one year with respect to events which occurred but were not reported during the term of the policy.
- Any warranties required by the Contractor’s insurer as a result of the Contract must be disclosed and complied with. Said insurance shall extend coverage to include the principals (all directors, officers, agents and employees) of the Contractor as a result of this Contract.
- The policy shall include coverage for third party fidelity and name “The People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees” as “Loss Payees” for all third party coverage secured. This requirement applies to both primary and excess liability policies, as applicable.
- The policy shall not contain a condition requiring an arrest and conviction.

3. Business Automobile Liability Insurance: Such insurance shall cover liability arising out of any automobile used in connection with performance under the Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

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

In the event that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, but the Contractor does hire and/or utilize non-owned automobiles in connection with performance under the Contract, the Contractor must: (i) obtain Business Automobile Liability Insurance as required by this Solicitation or any Contract resulting from this Solicitation, except that such insurance may be limited to liability arising out of hired and/or non-owned automobiles, as applicable; and (ii) attest to the fact that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, on a form provided by OGS. If, however, during the term of the Contract, the Contractor acquires or leases any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this Attachment and provide proof of such

coverage to OGS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

4. **Workers' Compensation Insurance and Disability Benefits Requirements**

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

Proof of Compliance with Workers' Compensation Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov);
- Form C-105.2 (9/07), *Certificate of Workers' Compensation Insurance*, sent to OGS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to OGS upon request from the Contractor; or
- Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
- Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

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

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

New York State – Office of General Services

Solicitation 2269- Electrical Distribution Equipment Testing, Maintenance and Repair at the W. Averell Harriman State Office Building Campus and the Governor Nelson A. Rockefeller Empire State Plaza including Several Downtown Albany State Owned Facilities

Appendix E- MWBE and EEO Requirements

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 M/WBEs 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>

Appendix F – SDVOB Requirements

PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

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

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

I. Contract Goals

- A. OGS hereby establishes an overall goal of **3%** for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/veterans/>. Questions regarding compliance with SDVOB participation goals should be directed to the OGS Designated Contacts. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veterans’ Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.
- B. Contractor must document “good faith efforts” to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

II. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
- B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to OGS.
- C. OGS will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of OGS acceptance or issue a notice of deficiency within 20 days of receipt.
- D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by OGS, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

- E. OGS may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an SDVOB Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If OGS determines that the Bidder has failed to document good faith efforts.
- F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
- G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

III. Request for Waiver

- A. **Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at OGS for guidance.**
- B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by OGS at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.
- C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OGS, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to the primary designated contact as stipulated on the front cover of this solicitation and within the body of the solicitation itself.

IV. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.

- (2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified SDVOBs whom OGS determined were capable of fulfilling the SDVOB goals set in the Contract.
- (4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

V. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 available at <https://ogs.ny.gov/veterans/> and should be completed by the Contractor and submitted to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to:

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

Please include the contract number and primary designated contact name with this report.

VI. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/veterans/>

Attachment 1 – Bid Proposal Form

Invitation for Bids (IFB) Number 2269

Electrical Distribution Equipment Testing, Maintenance and Repair

At the
W. Averell Harriman State Office Buildings Campus
And the
Governor Nelson A. Rockefeller Empire State Plaza
including several Downtown Albany State Owned Facilities

Notice to Bidders

OGS has sub-divided the total Statement of Work into three lots, which distinguishes “High” Voltage equipment from “Low” Voltage equipment. The bid packages also distinguish the W. Averell Harriman State Office Building Campus from the Governor Nelson A. Rockefeller Empire State Plaza/Downtown Albany facilities and the Governor Nelson A. Rockefeller Empire State Plaza Network Protectors. **Bidders must include two full time Electricians for each lot they plan to submit a bid.**

OGS acknowledges that Bidders may be interested in bidding on one lot over another or perhaps all lots. Therefore, Bidders may bid on one, more than one, or all lots as defined hereinafter on the Bid Proposal Form(s).

Award of the lots will be in accordance with IFB Section 4.2.

Attachment 1 – Bid Proposal Form**IFB No.: 2269****Contract No.:** _____

(To Be Completed By Agency)

ELECTRICAL DISTRIBUTION EQUIPMENT TESTING, MAINTENANCE, & REPAIRS

_____ agrees to provide all necessary
(Print Company Name, Address, and Phone Number in ink)↑

testing, maintenance, and repairs in accordance with the requirements outlined in this overall solicitation for Electrical Distribution Equipment for the price(s) bid below.

Base Bid(s):

Lot A – “High Voltage”	Year 1	Year 2	Year 3	Year 4	Year 5	Lot A 5-Yr Total
Governor Nelson A. Rockefeller Empire State Plaza: 1) Main Platform Vault Areas (Feeder Nos. 35, 36, 37, 38) Including two full time Electricians	\$	\$	\$	\$	\$	\$
Additional Services						
Item 1a. Technician Labor	Estimated 250 hrs. times Hourly Rate Bid			\$_____ /Hour		\$
Item 1b. Material Markup	Estimated Materials \$50,000 times			Markup of _____%		\$
						Grand Total Lot A
Combined 5-Yr Total Bid Lot A + Item 1a + Item 1b						\$

Lot B – “Low Voltage”	Year 1	Year 2	Year 3	Year 4	Year 5	Lot B 5-Yr Total
B1. W. Averell Harriman State Office Building Campus: Buildings as listed herein this IFB. Including one full time Electrician	\$	\$	\$	\$	\$	\$
B2. Downtown Albany: Alfred E. Smith Office Building, State Capital Office Building, Riverfront Pumping Station, Sheridan Avenue Steam Plant, and Sheridan Avenue Emergency Power Generator Plant. Including one full time Electrician	\$	\$	\$	\$	\$	\$
Combined Bid B1 and B2	\$	\$	\$	\$	\$	\$
Additional Services						
Item 1a. Technician Labor	Estimated 500 hrs. times Hourly Rate Bid			\$_____ /Hour		\$
Item 1b. Material Markup	Estimated Materials \$100,000 times			Markup of _____%		\$
						Grand Total Lot B
Combined 5-Yr Total Bid Lot B1 & B2 + Item 1a + Item 1b						\$

Lot C– Network Protectors	Year 1	Year 2	Year 3	Year 4	Year 5	Lot C 5-Yr Total
Governor Nelson A. Rockefeller Empire State Plaza: (Low Voltage) 16 Spot Network Substations. Including two full time Electricians	\$	\$	\$	\$	\$	\$
Additional Services						
Item 1a. Technician Labor	Estimated 250 hrs. times Hourly Rate Bid			\$_____ /Hour		\$
Item 1b. Material Markup	Estimated Materials \$50,000 times			Markup of _____%		\$
						Grand Total Lot C
Combined 5-Yr Total Bid Lot C + Item 1a + Item 1b						\$

Prompt Payment discount, if offered: _____% / if paid within _____ days (see Section 4.4)

(Print Name of Authorized Signatory in ink)⌴

(Signature of Authorized Signatory)⌴

(Title)⌴

(Date of Signature)⌴

Attachment 2 - Building Site Form

STATE NEW YORK - EXECUTIVE DEPARTMENT
OFFICE OF GENERAL SERVICES
FACILITIES PLANNING AND OPERATIONS

Temporary Building Pass (30 days or less)

IFB# 2269 - Electrical Distribution Equipment Testing,
Maintenance, and Repair

INSTRUCTIONS: Names of persons should be typed under each Lot you plan to attend. This form must be emailed to Dan Schenkman at Daniel.Schenkman@ogs.ny.gov by the dates specified in the Key Events table located in section 1.3 of IFB # 2269 in order to be admitted to any Site Visit.
*Please Note: The Site Visits will require a great deal of walking. It is suggested to wear comfortable walking shoes. Some areas are not handicapped accessible.

LOT	NAME (List ALL attendees names here)	MOTORIST I.D. #	
A			
B			
(includes B1 & B2)			
C			