



**DIVISION OF FINANCIAL ADMINISTRATION**

**ADDENDUM No.: 4**

**REQUEST FOR PROPOSAL No.: 2392**

**Date:** May 4, 2021

**Subject:** Additional Section Clarifications

**Title:** Integrated Facility Management at Shirley A. Chisholm State Office Building

**Address Bid Inquiries to:** **Roselyn Harper**  
Contract Management Specialist 2  
NYS Office of General Services  
Financial Administration | Agency Procurement Office  
32nd Floor, Corning Tower Building, Empire State Plaza,  
Albany, NY 12242  
518-486-4904  
[roselyn.harper@ogs.ny.gov](mailto:roselyn.harper@ogs.ny.gov)

**To Prospective Bidders:** This addendum is being issued to provide clarification to Section 2.5 – Prevailing Wages and to Section 2.13.1 – Facility Condition Assessment and to include the Prevailing Wage Rate for Building Engineer - Refrigeration.

**The following sections have been revised for clarification. Please see below:**

**2.5 Prevailing Wages**

DOL Article 8 - Prevailing Rate Case Number PRC# 2021001809 has been assigned to the project.

To view the PDF file of your wage schedule, Article 8, click on  
<https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1509968>

DOL Article 9 - Prevailing Rate Case Number PRC# 2021900157 has been assigned to the project.

To view the PDF file of your wage schedule, Article 9, click on <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1509966>

The NYS Department of Labor has determined that the prevailing wage title applicable to the onsite engineers is for **Stationary Building Engineer - Refrigeration**. Contractors will be responsible for contacting the Bureau of Public Work to receive the most up to date rate for this title.

Contractors are reminded that the payment of prevailing wages and supplements is a requirement of ALL contracts for public works. Contractors are reminded that Prevailing Wage Rates are subject to periodic adjustments. It is the Contractor's responsibility to ensure they are in compliance with current Prevailing Wage Rates throughout the term of the contract. 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.

**\*NOTE: Please do NOT use the attachment for Stationary Engineer issued in Addendum #3.** For the purposes of RFP #2392, the Building Engineer – Refrigeration rate will be used. The attachment with this rate can be found at the end of this addendum.

### **2.13.1 Facility Condition Assessment**

The Contractor will provide an initial Facility Condition Assessment for the building, which will detail the overall facility conditions and each of its specific operating systems. The initial assessment shall be provided to OGS as soon as practicable, but not later than three (3) months subsequent to the contract start date. ~~This initial assessment must be conducted by an independent third party professional engineering firm. Each subsequent year of the contract, Contractor must update Facility Condition Assessment and provide a copy to OGS.~~ **Facility**

**Condition Inspections and subsequent reporting are expected be “self-performed” by the Chief engineer and any other staff the awarded contractor deems necessary.**

Based upon the Contractor’s continuous operations and monthly maintenance of the facility systems, the Contractor shall, as appropriate, make interim recommendations regarding maintenance and operations of the building to OGS at any time during the year.

**If submitting a proposal, this Addendum No. 4 for RFP No. 2392 must contain an original signature, be dated, attached to, and made a part of your proposal.**

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Company Name

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Address (include City, State, Zip)

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Proposer’s Name (please print)

Title

---

Signature

Date

**JOB DESCRIPTION** Building Engineer - Refrigeration

**DISTRICT** 10

**ENTIRE COUNTIES**

Bronx, Kings, New York, Queens, Richmond

**WAGES**

	07/01/2020	01/01/2021
Building Engineer	\$ 43.85	\$ 45.17
Bldg. Engineer Helper	34.15	35.17

\* An employee promoted to Engineer or new hire shall be paid at 90 percent for the first two years.

**IMPORTANT INFORMATION:**

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

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2020	01/01/2021
Building Engineer	\$ 20.34	\$ 21.35
Bldg. Engineer Helper	\$ 19.89	\$ 20.89
Sick Time:	07/01/2020	01/01/2021
Building Engineer	\$ 1.73*	\$ 1.79*
Bldg. Engineer Helper	\$ 1.28*	\$ 1.33*

\*Note: For employees who are paid for one hundred (100) hours or more during any calendar month, and who have been employed with substantial continuity for one (1) year or more.

**Vacation:**

6 Months	3 Days
1 Year	10 Days
5 Years	15 Days
15 Years	20 Days
21 Years	21 Days
22 Years	22 Days
23 Years	23 Days
24 Years	24 Days
25 Years	25 Days

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule" page 10, 'Wage and Supplements' heading, for a detailed explanation.)

**OVERTIME PAY**

Overtime Description:

All hours worked on a holiday shall be paid at two and one half times the regular wage rate in lieu of the paid day off.

**Overtime:**

Time and one half the regular rate after an 8 hour day  
Time and one half the regular rate for Saturday  
Time and one half the regular rate for Sunday

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Paid Holidays:

Plus six (6) floating holidays



**DIVISION OF FINANCIAL ADMINISTRATION**

**ADDENDUM No.: 3**

**REQUEST FOR PROPOSAL No.: 2392**

**Date:** April 28, 2021

**Subject:** Questions and Answers, Section Clarifications and inclusion of Stationary Engineer Rate

**Title:** Integrated Facility Management at Shirley A. Chisholm State Office Building

**Address Bid Inquiries to:** **Roselyn Harper**  
Contract Management Specialist 2  
NYS Office of General Services  
Financial Administration | Agency Procurement Office  
32nd Floor, Corning Tower Building, Empire State Plaza,  
Albany, NY 12242  
518-486-4904  
[roselyn.harper@ogs.ny.gov](mailto:roselyn.harper@ogs.ny.gov)

**To Prospective Bidders:** This addendum is being issued to provide answers to questions that were submitted during the question period for RFP #No. 2392, Integrated Facility Management at Shirley A. Chisholm State Office Building and to clarify Section 2.1.2 – Services, Section 2.11 – Energy Curtailment Plan, Section 2.27 – Perimeter Access Control Systems, and Section 2.30.2 – Issuing Solicitations and Contracts.

**Mandatory Site Visit Attendees:**

Vendors who attended the Mandatory Site Visit for RFP #2392 on April 7<sup>th</sup>, 2021 @ 10:00am

<b>Company</b>
GSH
JLL
Slade Elevator
SB Building Solutions
Core Facility Services
AKA Pest Control

**The following sections have been revised for clarification. Please see below:**

## **2.1.2 Services**

Services provided by IFM Contractor under this contract will be categorized into three items for bidding, pricing, and payment purposes. Item lists below provide examples, however, may not be all inclusive. The IFM Contractor shall fully operate, maintain, repair, and manage the facility for the prices bid as further described in Section 5.4 - Price.

### **Item 3: General Repairs, Supplies, and Services**

Will include but not be limited to items such as the following:

- a. Painting and Décor
- b. Doors and Glass
- c. Flooring
- d. Loading Dock and Sidewalks
- e. Roofs
- f. Equipment
- g. Plumbing, Electrical, Mechanical
- h. Ceiling/Floor Systems
- i. Lighting Systems
- j. Compressors/Oil Separators
- k. Sound Masking
- l. Metal Maintenance which may include but not necessarily limited to new brass store front, stainless steel in the main lobby, including elevators.
- m. Overhead doors, dock levelers, vibration testing, infrared testing, refrigerant monitoring system, high voltage systems, vehicle barriers
- n. Repairs or services additional to the maintenance and operation scopes of Item 2 - Building Services, as specified in Sections 2.21 – 2.29
- o. Overtime as described in Section 2.30.3– Overtime
- p. ~~Snow Off Site Hauling~~

## **2.11 Energy Curtailment Plan / Item 1**

The Contractor shall prepare and submit to OGS for approval an energy curtailment plan for the facility **within 60 days of contract award**. The plan will be maintained and shall define specific measures to be taken at the building during an energy emergency situation.

## **2.27 Perimeter Access Control Systems/ Item 2**

Access Control systems protect the external perimeter of a facility, control access to restricted areas, and detect and monitor anomalies. Access control includes the control of persons, vehicles and materials through entrances and exits of a controlled area or premises. Contractor shall be responsible for maintaining and operating all access control systems. Access Control Systems **may** include, but are not limited to:

1. Automatic Doors
2. Turnstiles
3. Video Recording Equipment
4. Visitor Management System

See RFP Attachment 3 - Building Asset and Equipment Inventory for Equipment List

### **2.30.2 Issuing Solicitations and Contracts**

When issuing solicitations (Requests for Proposals, Invitations For Bids, Requests For Quotes, etc.) and entering into contracts to procure goods and/or services necessary to fulfill the Contractor's contract obligations, the Contractor shall develop the solicitation package (utilizing applicable specifications provided by OGS), bid, provide a recommendation of award to OGS, and upon OGS approval award such contracts.

Where appropriate, OGS shall provide the Contractor with service contract specifications. Prior to issuing a solicitation, OGS shall have the opportunity to review and approve the solicitation package(s). Any contract which cannot by its terms be canceled on (30) days' notice must be approved in writing by OGS.

OGS shall separately procure all goods and services for purchases or contracts valued at more than \$50,000.

The Contractor shall procure goods and services using commercially reasonable and prudent practices to obtain the most favorable price and terms. For purchases or contracts less than **\$10,000**, the Contractor will obtain and document a minimum of (3) verbal quotes. For contracts more than **\$10,000**, but less than \$15,000, the Contractor will obtain written proposals from at least (3) responsible service providers before selecting the best price and terms. Prior OGS approval is required for the solicitations for all contracts for repairs, capital improvements, goods and services more than \$15,000, but less than \$50,000. The following conditions apply to competitive bidding:

1. Each proposal will be solicited in a form and manner so that proposal solicitation will be uniform in all proposals.
2. All proposal solicitations will, when possible, include a Minority/Women Business Enterprise (MWBE) participation clause and such inclusion should be documented for future reference. A listing of certified MWBE's will be available from OGS to the winning proposer.
3. If the Contractor desires to accept other than the lowest bid, or where competitive proposals are not possible, justification must be provided to the State for required prior approval.
4. OGS shall be free to accept or reject any contract submitted for State's approval.
5. All proposals shall be controlled and not opened until the time and date specified in the solicitation. The Contractor will maintain documentation of the solicitation, if any, and of contract awards.

## Questions and Answers

Q1	<p>Item 2.1.2 services item 3 general repairs supplies and services.</p> <ul style="list-style-type: none"> <li>a. Can you provide a specific equipment list for each item as listed a. thru p.?</li> <li>b. Can you provide a required scope of services and frequency for each item as listed a. thru p.?</li> <li>c. For item P, can you detail out a snow plan as to where snow will be placed, for it to be hauled and removed? Can you provide required frequency, as to how many inches can be stored in the location before it needs to be removed? <ul style="list-style-type: none"> <li>i. Can you provide the equipment required to remove this snow away, as there may be access restrictions for a large piece of equipment to remove?</li> </ul> </li> </ul>
A1	<ul style="list-style-type: none"> <li>a. Equipment listed in item 3, such as plumbing, electrical and mechanical, etc., can found on Attachment 2. OGS will not be providing any additional equipment list related to item 3.</li> <li>b. Frequency of service of each item should be based on manufacturers recommendations and accepted industry standard practices. Also refer to Sections 2.30 and 5.4. Item 3, a-p are illustrative of the things that may require servicing but are not otherwise included and specified in Item 2.</li> <li>c. Snow hauling has been removed from the scope of work for this RFP. Please see the revised Section 2.1.2 – Services as stated above. <ul style="list-style-type: none"> <li>i. Refer to the response above (A1.c.)</li> </ul> </li> </ul>
Q2	<p>Item 2.14 Meetings.</p> <ul style="list-style-type: none"> <li>a. While our team would be seen as the point of contact for all IFM services with the tenants, it is our assumption that any issues that are with the janitorial/custodial services will be sent to OGS to directly address, due to none of the employees or management being under the bidding contractor?</li> </ul>
A2	<p>Although custodial and security services are contracted directly with OGS, the awarded Contractor is expected to perform the necessary and proper oversight of these services and immediately inform the regional OGS personnel of any significant issues which need to be addressed.</p>
Q3	<p>Item 2.11 energy curtailment plan.</p> <p>Can you provide a copy of the current plan in place, presumably held by the incumbent?</p>
A3	<p>No. Contractors shall prepare and submit to OGS for approval an energy curtailment plan. Please refer to revised Section 2.11 – Energy Curtailment Plan as stated above.</p>
Q4	<p>Item 2.23 building system controls.</p> <ul style="list-style-type: none"> <li>a. Does the system have remote access?</li> <li>b. What are the system requirements for upgrades, as typically the systems need to be upgraded to stay current with the changing technology?</li> <li>c. Who maintains the server and access to the system?</li> </ul>
A4	<ul style="list-style-type: none"> <li>a. Yes.</li> <li>b. Typically, software upgrades are required approximately every 5 years, however, the awarded Contractor is expected to evaluate independently and provide the necessary upgrades to keep system current.</li> <li>c. Currently, Honeywell.</li> </ul>



Q5	<p>Item 2.28 Refuse and Recycling.</p> <ul style="list-style-type: none"> <li>a. What is the frequency for this service, what size and number of the containers are required, what access to loading docks will be provided, are there any restrictions on timing or days for access?</li> <li>b. Who is responsible for filling these containers and the surrounding areas to ensure items are not left at the side of the containers?</li> </ul>
A5	<ul style="list-style-type: none"> <li>a. Daily, during normal operating hours, Mon- Fri, excluding Holidays. Currently, the Shirley Chisholm facility utilizes four, two yard containers. Access to the loading dock is provided as needed with access coordination being the responsibility of the awarded Contractor. For purposes of the pickup of refuse, access should be coordinated with security and custodial staff, and limited to Mon -Fri (excluding Holidays) from 12pm to 8pm.</li> <li>b. The custodial contractor's staff is responsible for disposing of trash into the containers and ensuring no items are left at the side of the containers.</li> </ul>
Q6	<p>Item 2.5 Prevailing wages.</p> <ul style="list-style-type: none"> <li>a. While we see this listed, there is no wage and benefit numbers for the Stationary Engineers. Can you provide?</li> </ul>
A6	Please see attached wage schedule for Stationary Engineer.
Q7	<p>Item 3.2.1.8 and item 5.7 bonding requirements.</p> <ul style="list-style-type: none"> <li>a. Can you provide required forms for contractor to submit to bonding company?</li> </ul>
A7	No, OGS does not provide the required forms. These will have to be obtained from the bonding entity.
Q8	<p>Item 2.26 Electrical switchgear testing.</p> <ul style="list-style-type: none"> <li>a. Can you provide the last 5 year reports on electrical testing?</li> </ul>
A8	<ul style="list-style-type: none"> <li>a. No. Previous Electrical Switchgear testing documentation can be provided to the awarded Contractor.</li> </ul>
Q9	MWBE/SDVOB is it possible to use the projects as listed in to meet this requirement in items 2.30.4 thru 2.30.7?
A9	We do not see any projects listed in the referenced sections. While there are many ways to meet the goals, Contractors are discouraged from relying solely on equipment replacement or Capital Projects to meet utilization requirements, as there are none currently scheduled. For more information on utilization goals please reach out to the contacts listed in Section 1.2 – Designated Contact.
Q10	<p>Item 5.24 indemnification.</p> <ul style="list-style-type: none"> <li>a. Based upon janitorial services not being directly managed by the contractor, our assumption is that liability will be indemnified by OGS and not the contractor, or the contractor will be listed as additionally insured?</li> <li>b. Based upon security services not being directly managed by the contractor, our assumption is that liability will be indemnified by OGS and not the contractor or the contractor will be listed as additionally insured?</li> </ul>
A10	<p>Please be advised that pursuant to Solicitation Section 2.1.2 – Services, Item 2, Itemized Building Services (Maintenance, Operation, Repairs, and Inspections), “OGS will contract directly with vendors for security guard and custodial services. IFM Contractor will be responsible for the oversight.”</p> <p>Please be advised that your assumptions regarding indemnification and insurance are incorrect. OGS does not indemnify the contractor. Indemnification will be as provided in Solicitation Section 5.24, Indemnification. The awarded contractor will not be listed as an additional insured on the security services or custodial contract. Insurance will be as provided in Appendix D, Insurance Requirements.</p>

Q11	Section 2.27 Perimeter Access Control Systems/ Item 2: a. During the walkthrough it was identified that there is a separate security Contract for the building and that the Access control systems CCTV and security alarms all fall under that contract. Could you clarify to what extend the bidder is expected to undertake these services?
A11	a. The awarded Contractor is expected to provide full service for access control CCTV and security alarm systems.
Q12	Item 2.13.1 facility condition assessment: a. Is it the intention to have a PE perform this inspection or is it a condition deficiency report to be done by the winning contractor?
A12	No. The initial assessment must be conducted by a third party P.E. Subsequent Facility Condition Inspections and reporting are expected be “self-performed” by the Chief engineer and whatever other appropriate staff the awarded Contractor deems necessary.
Q13	Attachment 2. a. Can you provide further detail on the equipment, such as model, capacity, age and preferably consumable sizes and quantities, such as filters and belts? b. Can you provide the perimeter access controls equipment information, as nothing is listed, to include all items as listed above, including manufacturer and quantity also?
A13	a. The equipment list provided as RFP Attachment 2 - Building Asset and Equipment Inventory is the most complete and up to date list. b. Perimeter access control equipment is currently limited to the front entrance and the service is provided by Honeywell. OGS will be adding two other perimeter access control points - one at Daycare and the other at the Loading dock.
Q14	Item 2.1.2 -3(p) a. Snow offsite hauling is listed in the RFP; however, it is our understanding this contract has no snow responsibilities?
A14	a. Please refer to response A1, c.
Q15	For water treatment, what is the requirements on the contractor for this and for what equipment?
A15	The Contractor is required to maintain acceptable industry standard water quality maintenance including, but not necessarily limited to, condensers and secondary water treatment systems.
Q16	Item 2.3 transition plan a. There is an error at the end of the paragraph so can you clarify what this pertains to?
A16	If you are referring to Section 2.32 which does contain a reference error. It should reference Section 3.2.1.5 #3. Also note that Section 3.2.1.5 #3 also erroneously references back to Section 2.29. This should be referencing back to Section 2.32.
Q17	For Carting; a. How many waste streams? b. What is the service frequency for each waste stream? ( i.e., weekly/monthly, etc.) c. What are the volumes for each waste stream? d. What equipment is involved in the waste/carting process and who owns it?
A17	a. Currently one stream. b. Refer to response A5, a. c. Volume varies depending on tenant occupancy levels and the number and frequency of visitors. d. Refer to response A5, a. Containers are provided and owned by the refuge carting company.
Q18	Attachment 1 Bid Sheet- Item 3 General Repairs, Supplies and Services has an annual budget of \$396,719: a. This price is referenced by section 2.1.2 Services Item 3: b. Will include but not be limited to items such as the following: c. Painting and Décor d. Doors and Glass

	<ul style="list-style-type: none"> <li>e. Flooring</li> <li>f. Loading Dock and Sidewalks</li> <li>g. Roofs</li> <li>h. Equipment</li> <li>i. Plumbing, Electrical, Mechanical</li> <li>j. Ceiling/Floor Systems</li> <li>k. Lighting Systems</li> <li>l. Compressors/Oil Separators</li> <li>m. Sound Masking</li> <li>n. Metal Maintenance which may include but not necessarily limited to new brass store front, stainless steel in the main lobby, including elevators.</li> <li>o. Overhead doors, dock levelers, vibration testing, infrared testing, refrigerant monitoring system, high voltage systems, vehicle barriers</li> <li>p. Repairs or services additional to the maintenance and operation scopes of Item 2 – Building Services, as specified in Sections 2.21 – 2.29</li> <li>q. Overtime as described in Section 2.30.3– Overtime</li> <li>r. Is the intention that all worked outside of preventative maintenance under the categories above to be billed as a straight pass through to OGS up to a limit of \$396,719 per year?</li> </ul>
A18	No. This is a not-to-exceed amount based on historical costs at the building. It is intended to pay for all repairs, supplies, and services – including preventative maintenance, for all facility requirements outside of the specified Item 2 services. All Item 3 expenses must be documented and itemized. Contractor will only be reimbursed for actual work performed as well as the cost of materials – at actual cost with no additional markup.
Q19	Item 2.21.1 – go on to define that all repairs under \$2,500 are to be inclusive – Can the vendor bill the total cost for additional elevator repairs over \$2,500 including all spare parts?
A19	Yes, the Contractor may bill for elevator repair expenses beyond the \$2500 and be reimbursed from Item 3.
Q20	<p>Item 2.30 General Repairs, Supplies, and Services Thresholds – has constraints of \$15,000 (written pre-approval), and over \$50,000 (procurement needed)</p> <ul style="list-style-type: none"> <li>a. Can you confirm that for repairs under 15K – that the cost will be fully billable to OGS subject to the due diligence below? <ul style="list-style-type: none"> <li>i. Over \$5,000 – 3 Written Quotes</li> <li>ii. Under \$5,000 – 3 Verbal Quotes</li> </ul> </li> </ul>
A20	Please see above for revision to Section 2.30.2 for updated thresholds. These expenses would be reimbursed from Item 3 within the Not to Exceed amount.
Q21	Is the intent of the State to ensure there are at least two (2) engineers present at the building during all normal business hours (6:00AM to 6:00PM (section 2.3))?
A21	Yes.
Q22	<p>The RFP is looking for prevailing wages to be met for a <b>Chief Stationary engineer</b> as well as a <b>Stationary Engineer</b> and provided the following link</p> <p><a href="https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&amp;id=1509966">https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&amp;id=1509966</a></p> <p>The Prevailing wages schedule it points to is below</p> <p><a href="https://apps.labor.ny.gov/wpp/viewOriginalWageSchedule.do">https://apps.labor.ny.gov/wpp/viewOriginalWageSchedule.do</a></p> <p>If it is something you can provide information on I'd appreciate it.</p>

A22

Please refer to response A6.

**Attachment:**

- Prevailing Wage Rate Schedule for Stationary Engineer

**If submitting a proposal, this Addendum No. 3 for RFP No. 2392 must contain an original signature, be dated, attached to, and made a part of your proposal.**

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Company Name

---

Address (include City, State, Zip)

---

Proposer's Name (please print)

Title

---

Signature

Date



## DIVISION OF FINANCIAL ADMINISTRATION

### ADDENDUM #2

### REQUEST FOR PROPOSAL # 2392

Date: April 2, 2021

Subject: Revision of Section 1.5 - Key Events

Title: Integrated Facility Management at the Shirley A. Chisholm State Office Building in Brooklyn, NY

Bid Due Date: June 1, 2021 @ 2:00PM

Address Bids to: Roselyn Harper  
Division of Financial Administration  
NYS Office of General Services  
32<sup>nd</sup> Floor, Corning Tower  
Empire State Plaza  
Albany, New York 12242  
RFP # 2392

To Prospective Proposers: This addendum is being issued to replace Section 1.5 – Key Events to clarify the required times for the Mandatory Site Visit, Proposal Due Date and On-site Operations Start Date.

## 1.5 Key Events

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

EVENT	DATE
OGS Issues RFP No. 2392	March 15, 2021
<b>Mandatory Site Visit</b>	<b><u>April 7, 2021 @ 10:00 am</u></b>

Proposer Questions Due	April 14, 2021
Responses to Questions (estimated)	April 28, 2021
<b>Proposals due to OGS</b>	<b><u>June 1, 2021 @ 2:00 pm</u></b>
Contract Start Date	Upon Office of the State Comptroller Approval (Refer to Section 5.3) Estimated start date
<b>On-Site Operations Begin</b>	<b><u>December 1, 2021</u></b>

All other terms and conditions remain unchanged.

If submitting a proposal, this Addendum #2 for RFP #2392 must contain an original signature, be dated, attached to, and made a part of your proposal.

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

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

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

Title\_\_\_\_\_

Signature\_\_\_\_\_

Date\_\_\_\_\_



## **DIVISION OF FINANCIAL ADMINISTRATION**

### **ADDENDUM #1**

### **REQUEST FOR PROPOSAL # 2392**

Date: April 1, 2021

Subject: Revision of Section 1.5 - Key Events

Title: Integrated Facility Management at the Shirley A. Chisholm State Office Building in Brooklyn, NY

Bid Due Date: June 1, 2021 @ 2:00PM

Address Bids to: Roselyn Harper  
Division of Financial Administration  
NYS Office of General Services  
32<sup>nd</sup> Floor, Corning Tower  
Empire State Plaza  
Albany, New York 12242  
RFP # 2392

To Prospective Proposers: This addendum is being issued to revise Section 1.5 – Key Events to provide a time for prospective vendors to meet for the Mandatory Site Visit.

### **1.5 Key Events**

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

EVENT	DATE
OGS Issues RFP No. 2392	March 15, 2021
Mandatory Site Visit	April 7, 2021 @ 10am
Proposer Questions Due	April 14, 2021

<b>Responses to Questions (estimated)</b>	<b>April 28, 2021</b>
<b>Proposals due to OGS</b>	<b>June 1, 2021</b>
<b>Contract Start Date</b>	<b>Upon Office of the State Comptroller Approval (Refer to Section 5.3) Estimated start date</b>
<b>On-site Operations begin</b>	<b>November 14, 2021</b>

All other terms and conditions remain unchanged.

If submitting a proposal, this Addendum #1 for RFP #2392 must contain an original signature, be dated, attached to, and made a part of your proposal.

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

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

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

Title\_\_\_\_\_

Signature\_\_\_\_\_

Date\_\_\_\_\_





**Office of  
General Services**

**REQUEST FOR PROPOSAL NO. 2392**

**SOLICITED BY THE  
NEW YORK STATE OFFICE OF GENERAL SERVICES  
FOR  
INTEGRATED FACILITY MANAGEMENT  
AT THE  
SHIRLEY A. CHISHOLM STATE OFFICE BUILDING**

**Issue Date: March 15, 2021**

**Proposal Due Date: June 1, 2021 @ 2:00 PM EST**

**Designated Primary Contact:**

Roselyn Harper  
Voice: 518-486-4904

**Designated Alternate Contact:**

Beth Maus  
Voice: 518-476-5743

E-mail: [roselyn.harper@ogs.ny.gov](mailto:roselyn.harper@ogs.ny.gov)

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# 1. Introduction

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## 1.1 Overview

The Office of General Services (OGS) is seeking to enter into a five-year I agreement with a qualified Integrated Facility Management Contractor (also referred to herein as “IFM” or the “Contractor”), to provide full service, professional building operation, maintenance and management services at the Shirley A. Chisholm State Office Building located at 55 Hanson Place, Brooklyn, NY 11217.

This solicitation is being advanced through a Request for Proposal (RFP) process. One award will be made as a result of this solicitation. OGS will select the firm that provides the best value to the State. This RFP outlines the terms and conditions, and all applicable information required for submitting a proposal. All Proposers should pay strict attention to the proposal submission date and time to prevent disqualification. (Refer to **Section 1.5 – Key Events**)

For a more detailed description of full facility name and full scope of work required by this solicitation, please refer to Section 2 - Statement of Work.

## 1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Roselyn Harper, Contract Management Specialist II, NYS Office of General Services, Division of Financial Administration has been designated as the Primary Contact for this procurement and may be reached by email or voice for all inquiries regarding this solicitation.

Roselyn Harper, Contract Management Specialist II  
NYS Office of General Services  
Financial Administration/ Agency Procurement Office  
32<sup>nd</sup> Floor, Corning Tower Bldg., Empire State Plaza  
Albany, New York 12242  
Voice: 518-486-4904  
Email: [Roselyn.harper@ogs.ny.gov](mailto:Roselyn.harper@ogs.ny.gov)

Beth Maus, Contract Management Specialist III  
NYS Office of General Services  
Financial Administration/ Agency Procurement Office  
32<sup>nd</sup> Floor, Corning Tower Bldg., Empire State Plaza  
Albany, New York 12242  
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Email: [beth.maus@ogs.ny.gov](mailto:beth.maus@ogs.ny.gov)

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

Lori M. Broadhead, Compliance Specialist  
NYS Office of General Services  
Minority and Women-Owned Business Enterprises  
29<sup>th</sup> Floor, Corning Tower Bldg., Empire State Plaza  
Albany, NY 12242  
Voice: 1-518-486-9866  
Email: [lori.broadhead@ogs.ny.gov](mailto:lori.broadhead@ogs.ny.gov)

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

Anita Domanico, Compliance Specialist I  
New York State Office of General Services Division of Service-Disabled Veterans' Business Development  
32<sup>nd</sup> Floor, Corning Tower Bldg., Empire State Plaza  
Albany, New York 12242  
Office: 1-518-474-2015 / Cell: 518-312-1131  
Email: [Anita.Domanico@ogs.ny.gov](mailto:Anita.Domanico@ogs.ny.gov)

### 1.3 Minimum Proposer Qualifications

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

The State considers the following qualifications to be a pre-requisite in order to be considered as qualified Proposer for purposes of the solicitation. Proposers not meeting the qualifications below will be disqualified. Proposers may not use a subcontractor's or any other entity's qualifications to meet requirements.

The following minimum requirements **must** be met by each Proposer:

- Proposer must currently and for the past two consecutive years, immediately prior to the proposal due date, manage at least four buildings consisting of a total of at least 500,000 square feet of Gross Building Area. **One of the four buildings must be located in NYC, and be at least 200,000 square feet of Gross Building Area.** Services provided by Proposer for these buildings must be as a full operations, maintenance, and management contractor.

### 1.4 Mandatory Site Visit

Proposers intending to submit a bid will be required to attend a mandatory site visit, which will include an informational meeting and a tour of the building on the date and time indicated in Section 1.5 - **Key Events** below. This is the only date and time available for inspection. Alternate dates for additional site inspections **will not** be available. Attendees will be required to sign in and provide basic company and contact information. This information will be used to verify attendance and to communicate any changes to the solicitation (addenda). Therefore, it is imperative that the provided information be legible and accurate. Failure to attend the mandatory site visit will result in rejection of the bid. **The facilitator of the event will publicly announce the official start time of the site visit, which announcement shall be made no sooner than the time stated in Section 1.5 - Key Events below. Prospective Proposers 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.**

Proposers may pre-register with Ms. Harper at (518) 486-4904. You can also e-mail to [roselyn.harper@ogs.ny.gov](mailto:roselyn.harper@ogs.ny.gov) at least 24 hours in advance. It is recommended that attendees arrive at the building at least thirty minutes prior to scheduled time with photo identification.

**In accordance with State Finance Law §139-j(3)(a)(3), this mandatory 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 Proposers to see first hand the existing equipment, 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 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 1.5 - **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 Proposers would like addressed at the site visit, Proposers should submit them in writing as instructed in Section 3.1 – **RFP 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 Key Events

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

EVENT	DATE
<b>OGS Issues RFP No. 2392</b>	<b>March 15, 2021</b>
<b>Mandatory Site Visit</b>	<b>April 7, 2021</b>
<b>Proposer Questions Due</b>	<b>April 14, 2021</b>
<b>Responses to Questions (estimated)</b>	<b>April 28, 2021</b>
<b>Proposals due to OGS</b>	<b>June 1, 2021</b>
<b>Contract Start Date</b>	<b>Upon Office of the State Comptroller Approval (Refer to Section 5.3) Estimated start date</b>
<b>On-site Operations begin</b>	<b>November 14, 2021</b>

## 1.6 Glossary of Terms

**“Agency Representative”** or **“OGS Representative”** shall be understood to mean the individual designated by OGS as its primary contact for any Agreement(s) resulting from this RFP

**“ANSI”** shall be understood to mean the most current American National Standards Institute

**“ASME”** shall be understood to mean the most current version of the American Society of Mechanical Engineers provision that is cited

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

**“Contractor”** shall mean a successful proposer awarded a contract pursuant to this Solicitation

**“Executive Director”** shall mean the Executive Director of RP&FM or duly authorized representative

**“Facility Manager”** shall mean the Contractor’s building manager or duly authorized representative

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

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

**“OGS Representative”** shall mean the state’s primary contact overseeing the day to day operations of the contract

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

**“Proposer”, “Bidder” or “Offerer”** shall mean any person, partnership, firm, corporation or other authorized entity submitting a proposal to the State pursuant to this solicitation

**“Request for Proposal”, “RFP”, or “Solicitation”** shall mean this document

**“RP&FM”** shall mean the New York State Office of General Services Real Property & Facilities Management

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



**“Subcontractor”** shall mean a third-party Contractor hired by the Contractor to perform services pursuant to this solicitation

**“Tenant Representative”** shall mean the person(s) designated by the occupying agencies to represent their interests

**“SAC”** shall mean the Shirley A. Chisholm State Office Building located at 55 Hanson Place, Brooklyn, NY 11217

**“IFM”** shall mean Integrated Facility Management

## **2. Statement of Work General Responsibilities**

---

### **2.1 General Responsibilities**

#### **2.1.1 Overview**

The selected Contractor will be required to provide professional facility operation, maintenance and management services that must include, but not be limited to, the following:

1. Provide all labor, materials, tools and equipment required to perform all services. However, any equipment or tools listed in RFP Attachment 2 - Building Asset and Equipment Inventory may be used by Contractor.
2. Manage and supervise all subcontracts/subcontractors related to providing building services at the Facility. The IFM Contractor will be responsible for the day-to-day supervision and management of those contracts.
3. Provide professional facility management services to OGS and the Facility occupants.

#### **2.1.2 Services**

Services provided by IFM Contractor under this contract will be categorized into three items for bidding, pricing, and payment purposes. Item lists below provide examples, however, may not be all inclusive. The IFM Contractor shall fully operate, maintain, repair, and manage the facility for the prices bid as further described in Section 5.4 - Price.

##### **1. Item 1: Administrative**

- a. Employee Salaries and Benefits
- b. All Insurance
- c. Payroll Taxes and Workers Compensation Insurance
- d. Professional Fees
- e. Property Management Fee
- f. Office Supplies and Equipment
- g. Overhead and Profit
- h. Uniforms
- i. Communication Devices
- j. Vehicle Expenses, if applicable
- k. Computerized Maintenance Management System (CMMS)
- l. Energy Star
- m. Energy Curtailment Plan
- n. Recordkeeping and Reporting
- o. Budgetary Responsibilities
- p. Facility Handbook
- q. Meetings

##### **2. Item 2: Itemized Building Services (Maintenance, Operation, Repairs, and Inspections)**

Standard scopes of work for these items are described in Sections 2.20 – 2.29

\*Please Note – OGS will contract directly with vendors for security guard and custodial services. IFM Contractor will be responsible for the oversight.

- a. Elevator Maintenance, Repair, and Inspections

- b. HVAC, including but not necessarily limited to all Boilers, Chillers, Air Handling Units, Perimeter Fan Coil Units, Variable Frequency Drives (VFDs), etc
- c. Building System Controls, including all manual and computerized building system controls
- d. Integrated Pest Management
- e. Emergency Generator
- f. Electrical Switchgear Testing and Maintenance – must include Annual testing & maintenance of Automatic Transfer Switches (ATS) including those related to the Chiller Plant
- g. Perimeter Access Control
- h. Refuse/Recycling
- i. Fire/Life Safety Systems

### **3. Item 3: General Repairs, Supplies, and Services**

Will include but not be limited to items such as the following:

- a. Painting and Décor
- b. Doors and Glass
- c. Flooring
- d. Loading Dock and Sidewalks
- e. Roofs
- f. Equipment
- g. Plumbing, Electrical, Mechanical
- h. Ceiling/Floor Systems
- i. Lighting Systems
- j. Compressors/Oil Separators
- k. Sound Masking
- l. Metal Maintenance which may include but not necessarily limited to new brass store front, stainless steel in the main lobby, including elevators.
- m. Overhead doors, dock levelers, vibration testing, infrared testing, refrigerant monitoring system, high voltage systems, vehicle barriers
- n. Repairs or services additional to the maintenance and operation scopes of Item 2 - Building Services, as specified in Sections 2.21 – 2.29
- o. Overtime as described in Section 2.30.3– Overtime
- p. Snow Off-Site Hauling

### **2.1.3 General Requirements**

The Contractor shall furnish all material, labor, supervision, tools, supplies and equipment (except for the items listed in RFP Attachment 2 - Building Asset and Equipment Inventory) necessary to provide maintenance services, including all inspections, adjustments, tests, and parts replacement necessary to keep system(s) as originally specified by the equipment manufacturer or most recent updated specifications. All material and equipment furnished shall be new. All maintenance, adjustments, and repairs shall be in compliance with the equipment manufacturer's written recommendations, latest applicable adopted editions, including supplements, of applicable codes, standards, etc.

Contractor's bid shall include complete maintenance and operation, in every respect. Details of service not explicitly stated in this document but necessarily attendant thereto, are deemed understood by the Contractor and included herein.

Contractor is completely responsible for their work and the work of their subcontractors, including any damages or breakdowns caused by their action or their failure to take appropriate action. For services performed under contracts held directly with OGS, the IFM contractor will be responsible for day-to-day supervision and management of those contracts to ensure such services are performed and managed in accordance with those

contracts. The Facility Managers will work closely with the OGS representative regarding any issues or concerns. Contractor staff shall provide adequate staffing to ensure all Administrative requirements are met. Administrative responsibilities will be include but not necessarily be limited to; OGS monthly reports, documentations and proper filing as outlined in Section 2.12, daily tenant requests, conference room / meeting requests, answering phone calls, etc.

#### **2.1.4 Generally Accepted Standards**

Services shall be provided in accordance with any applicable specifications provided herein by OGS and generally accepted standards of professionalism, skill, workmanship, and applicable trade practices and shall conform to all applicable codes, laws and regulations. All work performed and all services contracted shall, unless otherwise agreed to by OGS meet or exceed all applicable levels of service and operations currently maintained and specified in OGS operated buildings.

## **2.2 Facility Description**

### **Shirley Chisholm NY State Office Building, 55 Hanson Place, Brooklyn, NY 12217**

The Shirley A. Chisholm State Office Building is 337,311 gross square feet, The 13 story Shirley A. Chisholm Building was constructed in 1914-15 and designed by Trowbridge and Ackerman Architects as a flagship Young Men's Christian Association (YMCA) building. In order to address the need for New York State agency office space in the New York Metro Area, a major reconstruction effort was undertaken in 1987 through 1991 to provide 287,891 rentable square feet to house New York State Agencies. This became a catalyst for redevelopment in the surrounding neighborhood. The Chisholm Building is currently home to New York State agencies and offices, counting among them the Attorney General's Office, the Department of Labor, the Division of Human Rights, the Department of Housing and Community Renewal, the Office of Children and Family Services and the Department of Education. The Hanson Place Child Development Center located on the first floor of this building, is open to residents of the community as well as State Employees who work in the building.

## **2.3 Facility Operating Hours**

The facility operates Monday through Friday from 6am to 6pm. The building will be closed on the following State Holidays:

- |                                      |                    |
|--------------------------------------|--------------------|
| • New Year's Day                     | • Labor Day        |
| • Martin Luther King, Jr.'s Birthday | • Columbus Day     |
| • Presidents Day                     | • Veteran's Day    |
| • Memorial Day                       | • Thanksgiving Day |
| • Juneteenth                         | • Christmas Day    |
| • Independence Day                   |                    |

## **2.4 Staffing**

All work under this contract shall be performed by skilled, competent, technicians directly employed and/or supervised/sub-contracted by the Contractor. Sufficient personnel shall be assigned to complete maintenance in a timely manner.

It is the Contractors' responsibility that all personnel shall have all required training, certifications, credentials, etc. required for the work being performed.

The Contractor shall provide at a minimum – Full time Chief Engineer/Building Manager, engineers and administrative assistant. A minimum of two building engineers must be present at all times during the occupancy hours (Refer to Section 2.3). An engineer must also be present for the duration of any and all emergency activations, if requested by OGS. As outlined in Section 3.2.1.6 Contractors will provide a proposed staffing plan, to include scheduled shifts and hours of the required engineering staff as well as any additional staffing proposed.

The Engineer(s) will be responsible for all operational duties as directed by the Contractor. These duties may include, but are not limited to, such things as starting and stopping system equipment, monitoring gauges or alarms, and reporting changes in operating conditions to the Facility Manager and, if necessary, taking appropriate action to react to these conditions.

Upon OGS approval, the Contractor shall have the right to change shift coverage, as necessary depending on the seasonal needs (e.g., cooling and heating seasons). Staffing replacements are subject to OGS approval.

Any emergencies should be addressed by the Engineer(s) scheduled for the site or any qualified engineer from the Contractor able to arrive at the facility within an hour of the scheduled start of the emergency activation.

1. The Contractor shall provide a minimum of two (2) full time dedicated Building Engineers.
2. The contractor will cross train at least two additional qualified engineers to cover for / replace the regular engineers who are absence during vacations, extended sick time, etc.
3. Relief engineers covering for vacations, extended sick time etc. will meet or exceed the qualifications of the regular engineer for whom they are covering for.
4. The use of the contractor paying their engineers overtime for covering an engineer's regular shift work should be limited to last minute call outs and / or whereby a relief or regular engineer is justifiably unavailable. Overtime in this situation will not be separately reimbursable as it is included in Item 1 price.
5. The contractor will make their best good faith effort to limit engineer's regularly scheduled hours to 8 hours per day and 40 hours per week.

## **2.4.1 Engineer Minimum Requirements**

### ***Engineer Minimum Requirements***

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

### ***Chief Engineer / Manager Minimum Requirements***

- Must have all of the above qualifications as well as:

- Must be proficient with the use of Microsoft WORD, Excel, Outlook, etc.
- Minimum ten (10) years of experience in facilities operations and administration, five (5) years
- of which must have been in a supervisory/management capacity
- Must have at least 3 years' experience in general plumbing and electrical work.

## 2.5 Prevailing Wages

**DOL Article 8 - Prevailing Rate Case Number PRC# 2021001809 has been assigned to the project.**

To view the PDF file of your wage schedule, Article 8, click on <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1509968>

**DOL Article 9 - Prevailing Rate Case Number PRC# 2021900157 has been assigned to the project.**

To view the PDF file of your wage schedule, Article 9, click on <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1509966>

**The NYS Department of Labor has determined that the prevailing wage title applicable to the onsite engineers is for Stationary Engineer.**

Contractors are reminded that the payment of prevailing wages and supplements is a requirement of ALL contracts for public works. Contractors are reminded that Prevailing Wage Rates are subject to periodic adjustments. It is the Contractor's responsibility to ensure they are in compliance with current Prevailing Wage Rates throughout the term of the contract. 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.

## 2.6 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 be not be entitled to charge separately, or otherwise be reimbursed, for any costs incurred in complying with this background check requirement.

For purposes of this clause, the following definitions apply:

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

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

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

### **Applicability**

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

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

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

### **Background Check**

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

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

1. Verification that the individual is not listed on a national watched person database. The following link has information about data available <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>. 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.

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

### **2.7.1 OGS' Obligations**

Prior to beginning contract work/work assignment, OGS shall inform or make available to the Contractor/Contractor's representative(s) any known specific hazard(s) and chemical(s) that 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 OGS that they were provided with this information.**

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

### General Contract Obligations

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

- a. OSHA 10-hour training for work in construction or related assignments
- b. Hazard Communication,
- c. 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.

### A. 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,

It is the Contractor's responsibility to provide OGS 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 OGS 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 Drawings and Diagrams**

OGS will provide the most up to date set of paper facility drawings/diagrams available for the facility. Contractor shall update these drawings/diagrams upon completion of all project work and upon discovery of discrepancies during the course of normal building operations. These marked up documents shall be provided to OGS. OGS will make the appropriate changes and return an updated set of documents.

Contractor shall not be obligated to keep system furniture drawings current. All system furniture changes shall be made through OGS.

## **2.9 Disruption in Normal Operations**

Any system shut down for routine maintenance that would cause a disruption to tenants will be scheduled in advance to minimize disruption. All tenant representatives and OGS must be notified prior to the shutdown. Work that may cause a significant disruption to normal operations must be coordinated with OGS. Such work may require work to be performed during "off hours"- i.e. nights and / or weekends. Any such work will require no less than 48-hour prior OGS notification and approval.

## **2.10 United States (US) Environmental Protection Agency (EPA) Energy Star / Item 1**

ENERGY STAR is a joint program of the US Environmental Protection Agency and the US Department of Energy helping us all save money and protect the environment through energy efficient products and practices. OGS shall file an Environmental Protection Agency Portfolio Manager survey, a web-based energy usage breakdown for buildings. Portfolio Manager is an interactive energy management tool that allows one to track and assess energy and water consumption of buildings in a secure online environment. OGS shall set-up the Portfolio Manager account that may be shared with the Contractor.

OGS may request assistance from the Contractor with data gathering, data entry, meter readings or any function required to report in Portfolio Manager. This will enable the Contractor and OGS to analyze consumption patterns and adapt efficiency strategies to have the maximum impact.

The Program rates annual energy performance on a scale of 1-100 relative to similar buildings nationwide. Statistically representative models are used to compare buildings in the portfolio against similar buildings from a national survey conducted by the Department of Energy's Energy Information Administration. A score of 50 indicates that the building, from an energy consumption standpoint, performs better than 50% of all similar buildings nationwide, while a score of 75 indicates that the building performs better than 75% of all similar buildings nationwide. Buildings with a score of 75 or higher may qualify for EPA's ENERGY STAR.

Starting from commencement of the contract resulting from this solicitation, it is expected that the Contractor shall operate the building(s) as safely, economically and efficiently as possible to obtain the highest achievable ENERGY STAR score without compromising industry standards of HVAC and lighting. OGS Statewide Energy Group personnel shall prepare and certify the annual Statement of Energy Performance (ENERGY STAR application) in consultation with an OGS or 'other' professional engineer or registered architect.

## **2.11 Energy Curtailment Plan / Item 1**

The Contractor shall prepare and submit to OGS for approval an energy curtailment plan for the facility. The plan will be maintained and shall define specific measures to be taken at the building during an energy emergency situation.

## **2.12 Facility Handbook / Item 1**

The Contractor will provide a Facility Handbook for the facility, which will include a number of key documents that are required for facility operation. The Facility Handbook shall be kept up to date monthly and turned over to OGS for review and approval no less than 90 days after the start of the contract. These documents shall include, but not be limited to:

1. Building Security Plans
2. Building Evacuation Plans
3. Building Rules and Regulations
4. Building Directory
5. Building Fire Features
6. Building Operational Plan

## **2.13 Recordkeeping and Reporting Requirements / Item 1**

Establish and maintain orderly books, records and files containing reports, insurance policies, correspondence, receipted bills, contracts, vouchers and all other documents and papers pertaining to the Facility and the operation and maintenance thereof and made available to OGS upon request. OGS reserves the right to request reports in addition to those listed below.

### **2.13.1 Facility Condition Assessment**

The Contractor will provide an initial Facility Condition Assessment for the building, which will detail the overall facility conditions and each of its specific operating systems. The initial assessment shall be provided to OGS as soon as practicable, but not later than three (3) months subsequent to the contract start date. This initial assessment must be conducted by an independent third-party professional engineering firm. Each subsequent year of the contract, Contractor must update Facility Condition Assessment and provide a copy to OGS.

Based upon the Contractor's continuous operations and monthly maintenance of the facility systems, the Contractor shall, as appropriate, make interim recommendations regarding maintenance and operations of the building to OGS at any time during the year.

### **2.13.2 Building Asset and Equipment Inventory**

Within 90 days of contract approval, Contractor shall verify/update RFP Attachment 2 – Building Asset and Equipment Inventory. Contractor shall also be required to maintain and update this list as needed and provide updated list to OGS Representative.

### **2.13.3 Report of Expenses**

Within (30) days of contract approval, Contractor shall develop a monthly Schedule of Payments. The Schedule of Payments shall include all services/expenses. For each Item 3 service, sufficient detail shall be provided so as to allow the State to understand how Item 3 funds are being spent. **Contractor shall reconcile monthly and submit RFP Attachment 3 – Expense Report to OGS Agency Procurement Office and OGS Real Property and Facilities Management for the preceding month within the first (10) calendar days of the subsequent month.** The report must provide explanations for any item for which the actual varies from the monthly/annual budgeted amount. Also refer to Section 2.15.1.

### **2.13.4 Incidents/Accidents**

Contractor must report incidents or accidents immediately to OGS on a form to be provided by OGS. Written accident reports must be completed and submitted to OGS as soon as circumstances allow.

### **2.13.5 Fire Systems Testing Reports**

Copies of each fire system (sprinklers, fire pumps, standpipes, smoke heads, fire extinguishers FM200 system, etc.) testing reports will be retained by the Facility Manager upon completion and be made available to OGS upon request. All fire system testing will be performed according to New York State codes, rules, and regulations. If requested, all Fire System Testing results will also be readily available for review by the local Fire Department. Corrective measures must be immediately implemented for any deficiencies noted in any Fire System Testing reports.

### **2.13.6 Elevator Reporting Requirements**

1. Preventative Maintenance Schedule (PMS): Within (14) calendar days of contract award of this solicitation, the Contractor shall submit a Preventative Maintenance Schedule, supported by written manufacturer's documentation and ASME A17.1, to OGS for review and approval. The approved PMS shall include but not be limited to the following;
  - a. The PMS must include the number of preventative maintenance hours (including minor repairs) per month for each elevator.
  - b. The PMS must reflect the 12-month contract year cycle, beginning upon contract award.
  - c. The PMS must articulate all required work in such a format that OGS and/or any lay person (a non-elevator expert) can understand the required tasks and be able to monitor whether or not the required tasks are being performed at the required intervals and to the required specifications.

2. Elevator Machine Room(s) Record: Contractor shall keep and maintain a hard copy service record for each elevator showing all preventative maintenance, repairs and all callback service performed. The service record(s) shall be kept in the appropriate machine room at the Facility and shall indicate;
  - a. Site location,
  - b. Date and time (in work hours) required to perform the work,
  - c. All repairs and replacements performed.

The service record format and information provided must be pre-approved by OGS.

3. Monthly Report(s): Contractor will submit to the Agency Representative an electronic report whose format has been previously approved by the OGS, once per month, for each elevator, which outlines the following;
  - a. Site location,
  - b. Date and time.
  - c. Description of work performed,

The monthly report format and information provided shall be pre-approved by OGS. In addition, upon request the Contractor shall provide for review, written manufacturer recommendations for elevators/escalators preventive maintenance and the latest adopted editions of ASME A17.1.

### **2.13.7 IPM Program: Record Keeping**

1. The Contractor shall be responsible for maintaining complete and accurate pest management records. Further the building shall have a service logbook, which will be kept in the designated on-site office and maintained on each visit by the contractor.
2. The service log shall contain the following items:
  - a. A copy of the Integrated Pest Management Plan and Service Schedule for the building.
  - b. A copy of the current information sheets regarding all materials and devices, and label and EPA registration number for each pesticide accepted for potential use in the building, including the Material Safety Data Sheet. Pesticide labels that normally include in-depth safety and use documentation are required.
  - c. Date chemicals were applied, location and amount of chemicals applied, number of non-chemical monitoring devices used and locations.
  - d. Pest surveillance data sheets that record, in a systematic fashion, the indicators of pest population levels and causative conditions revealed by the Contractor's monitoring program for the building.
  - e. The location of all materials and devices used for monitoring or for interventions in or around the premises. This information can be in either tabular or list in form.
  - f. Arrival and departure time of the Contractor's representative performing the service and all information on material and device applications (conform to specific pesticide information as required by statute).

## **2.14 Meetings / Item 1**

The Contractor will be responsible for participation in a variety of administrative meetings, the cost of which shall be included in Item 1 (Administrative). The Contractor shall chair meetings as appropriate.

1. Initial Contract Meeting: The Contractor shall be available for an initial contract kick-off meeting with OGS. The agenda shall include but not be limited to the following: OGS facility use rules, the contract communication chain of command, a review of the Contractor's transition team implementation plan, review of emergency contact directory. This meeting will also review the pricing, payment, and reporting requirements of the contract.
2. The Contractor's Facility Manager will chair monthly "Tenant Committee" meetings at the facility with a representative of the facility tenant. The agenda shall include but not be limited to:
  - a. Review operational and maintenance issues that may affect the facility occupants (e.g., power shutdowns, elevator maintenance requiring closing down one or more cars, HVAC issues, carpet shampooing, etc.),
  - b. Review of status of pending Tenant Service Requests,
  - c. Housekeeping issues (custodial service complaints, recently completed and/or planned project work, etc.),
  - d. Tenant Health and Safety Issues,
  - e. New Business.
3. The Contractor's Facility Manager will chair the Tenant Safety Organization (TSO), meetings at the facility with representatives from each floor or area of the building. The agenda shall include but not be limited to:
  - a. Review status of readiness of Floor Fire Marshalls, Asst. Marshalls, Searchers, including conducting periodic checks of issued equipment including safety vests, flashlights, and radios.
  - b. Review Facility Evacuation Plan.
  - c. Review current roster of TSO members, to ensure that it is complete and correct.
  - d. Review completed evacuation drills to discuss possible improvements, and any issues.
4. Periodic meetings with OGS as requested by OGS such as:
  - a. Review building maintenance services progress and quality of work.
  - b. Identify and resolve problems.
  - c. Coordinate the efforts of all concerned so that the contract progresses smoothly.
  - d. Maintain a professional working relationship between the Contractor, subcontractors, OGS
  - e. and tenants of the building.
  - f. Review and participate in resolving any misunderstandings of the contract.
  - g. Review and implement working procedures that provide building services at a level satisfactory to OGS and the tenants.

## **2.15 Budgetary Responsibilities / Item 1**

The Contractor's budgetary responsibilities shall include but not necessarily be limited to the following:

### **2.15.1 Develop Annual Operating Budgets**

The annual budget period for Operating Expenses shall be December 1<sup>st</sup> through November 30<sup>th</sup>. For annual budgeting purposes, the Contractor shall break out the annual amount per month.

For the initial budget period, the Contractor shall submit an Operating Expense Budget for the balance of that budget period, as well as a budget for the upcoming full year, not later than (60) days after the contract commencement date.

By November 1st of each year, the Contractor shall, submit an Annual Operating Expense Budget for the next fiscal year, and for the State's approval. All budgets shall list the annual amount and monthly distribution encompassing the (3) major components listed below:

1. Item 1 (Administrative) The budget amounts for Item 1 shall be the yearly amounts bid and subject to annual price adjustments per Section 5.5.
2. Item 2 (Itemized Building Services) The first annual budget amounts for Item 2 shall be the amounts bid for each of the nine major service categories (Sections 2.21 – 2.29), for the facility. In subsequent years, the budget amount for each service may be subject to annual price adjustments per Section 5.5.
3. Item 3 (General Repairs, Supplies & Services) The first annual budget amounts for Item 3 shall be provided by the State to the Contractor as shown on Attachment 1. The Contractor shall break out the annual amount provided into appropriate detail to show budgeted amounts for any anticipated repairs, supplies and services. This shall be presented to show both in-house and sub-contractor portions of these amounts. In subsequent years, the budget amount for each service may be subject to annual price adjustments per Section 5.5.

The State may change the allocated amount of Operating Expenses to be placed in the Operating Expense Account at any time, and the Contractor shall operate the facility within the available funds. Funds remaining in this account at the end of the contract are to be transferred back to New York State within thirty days (30), after all obligations have been satisfied.

## **2.15.2 Capital Plans and Budgets**

Contractor shall submit five-year Capital Plans and Budgets for the facility, based upon a thorough assessment of all building systems and components, listing the annual amount and monthly distribution of planned/recommended expenditures. These submissions will be concurrent with the Operating Budgets listed in Section 2.15.1 above.

## **2.15.3 Operating Expense Account**

The Contractor shall set up and maintain in a fiduciary capacity at a bank doing business in the State of New York, an interest-bearing Operating Expense Account funded by New York State. The State shall fund the account every six (6) months during the contract term. The state shall be entitled to all interest earned on its designated funds.

Funds in the Operating Expense Account shall be used to purchase all contractual services, supplies and equipment which shall be necessary to properly maintain and operate the Facility as specified in the respective facility Budget. Operating Expenses shall be "net only", and for that purpose shall be reduced by the amounts of any reimbursement, recovery, recoupment, payment, discount, credit, reduction, allowance, or the like, received by the Contractor in connection with such Operating Expenses.

The semi-annual budget periods for Operating Expenses shall be December through April and May through November. Within (30) days of the execution of the contract, the State shall make, or cause to be made the first semi-annual payment into the Operating Expense account. Thereafter, the state shall make or cause to be made semi-annual payments into the Operating Expense Account equal to one-half the estimated Operating Expenses for each applicable operating period. These payments may be adjusted based on semi-annual reviews of the operating budget.

#### **2.15.4 Authorize Payments**

Contractor shall review all bills received for services, work, and supplies ordered for maintaining and operating the facility. Payments may only be authorized for services rendered, and for goods received.

#### **2.15.5 Independent Accountant's Annual Review**

The Contractor shall contract with an independent third party Certified Public Accountant registered to do business in New York State, to perform and submit a yearly review of the Contractor's financial statements of actual operating expenses. The nature and scope of this review shall be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The report shall be submitted to OGS within (90) days after the end of each contract year (by February 28th).

#### **2.15.6 Contractor Close-Out Inspection (If Required)**

If OGS determines that a close-out inspection is warranted, then 60 days prior to the expiration of the contract, the Contractor and OGS designee will make a complete examination of the building systems/equipment covered under the contract. The Contractor shall coordinate and schedule the examination with OGS. OGS will prepare an Existing Deficiency Report listing all deficiencies noted during the examination. The Contractor shall correct all deficiencies, as required by this contract, prior to the expiration of the contract.

### **2.16 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 workplace. Part of this information is a collection of Material Safety Data Sheets for all chemicals used at State Office Buildings by contract vendors and shall provide the 1-800 telephone numbers for all products. 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.

### **2.17 Health, Safety and Environmental Rules**

Contractor shall be familiar with Safety, Health and Environmental rules and regulations including, but not limited to: conducting routine inspections of the building, maintaining machine guarding in accordance to OSHA standards to ensure the safe and continuous operation of the building, and performing a minimum of two fire evacuation drills per year.

### **2.18 List of Building Assets & Equipment**

RFP Attachment 2 – Building Asset & Equipment Inventory located in this solicitation document, is a listing of all known major systems, system components, and equipment. Although OGS has attempted to provide a comprehensive and up-to-date listing of all assets and equipment, OGS does not guarantee that the list is all-inclusive or completely accurate. This list is provided for bidder's information only to assist bidder in scoping and pricing their work. The Contractor shall be responsible for all components not specifically listed that are supplemental to and a part of the operation of the overall system(s).

### **2.19 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.

## **2.20 Building Systems Operation and Maintenance Responsibilities**

For all Item 2 services, Contractor will either provide the services directly or will contract with subcontractors for the provision of services. Bids submitted by proposers shall be used to value services and ultimately for payment purposes. Known equipment associated with this service is listed in RFP Attachment 2 - Building Asset and Equipment Inventory.

Contractor will maintain the building's premises and building systems in accordance with generally accepted standards, manufacturer's recommendations, OGS standards, and applicable codes, rules and regulations, and as otherwise may be deemed advisable by the State.

Where specifications or standards are not included herein, maintenance shall be in accordance with manufacturer's recommendations and standards. OGS reserves the right to engage the services of other contractors to service or install tenant-specific equipment or make alterations. In these instances, the Contractor will coordinate with the agencies and such contractors.

Contractor shall insure that maintenance and repairs are performed by trained and/or certified technicians as appropriate and be scheduled so as to minimize interference with the normal operations of the tenants. Contractor will maintain a physical inventory of supplies and tools on hand at all times.

### **2.20.1 Operation and Maintenance (O&M) Manual**

O&M requirements are determined by the complexity of the building system, program requirements, safety concerns, and special requirements for potentially hazardous practices. In some instances, these requirements may refer to, or include, manufacturer instructions and operator manuals specific to the respective building systems.

In the performance of all maintenance/repair work, the Contractor will ensure that all codes rules, and regulations, and applicable OGS standard operation procedures are followed by all in-house and subcontractor staff, e.g., Code Rule 56 compliance, OGS Hot Works permits, etc.

### **2.20.2 Computerized Maintenance Management System (CMMS)**

At a minimum, Contractor shall provide OGS Representative with access to CMMS, in order to view work orders, preventative maintenance schedules, equipment lists, etc. Contractor shall be responsible for compiling a complete list of facility equipment categorized by system within the first two (2) months of the contract. This list must be maintained on the Contractor's Computerized Maintenance Management System (CMMS) and updated throughout the contract term. The equipment list shall include manufacture, model number, and preventive maintenance schedules for each item and be easily accessible for the OGS representative's review and approval.

Note: All equipment inventories, maintenance schedules, and parts inventories are subject to the approval of OGS.

#### **2.20.2.1 CMMS Equipment Log**

The Contractor will develop and maintain a log on the general condition of all the system(s) equipment. The log shall include:

1. All schematic drawings for the system equipment, showing changes, additions, or modifications to the original configuration, which changes, additions, or modifications have been made or performed by the Contractor since the equipment was originally installed at the building,
2. All maintenance performed on the system pursuant to this agreement,



3. Regular written notations by the Contractor's onsite personnel, which shall specifically document changes in the condition of that equipment as referenced to past operating reports.
4. The log shall remain at the building in the possession of the Facility Manager and shall be updated by the Contractor/Contractor's representative with each service call. The log and all schematic drawings shall at all times be deemed to be the property of the State.

### **2.20.3 Emergency Services**

The Contractor shall be on-call and be the single initial point of contact to provide emergency services as needed on a 24 hour/7 day a week basis.

For Emergency Services, the contractor should provide a Company Escalation List with the chief engineer / building manager as the primary point of contact. If for some reason the chief engineer / building manager is not available, all other person on the list should be qualified and authorized to take appropriate action during an emergency. The Escalation List should contain a minimum of four (4) company employees and listed in priority order and contain the company titles of each person listed. The Escalation List will be part of the evaluation review.

**The Contractor has a maximum of one hour to respond on-site at the Facility to address the emergency and must notify the OGS representative as soon as practicable.**

### **2.20.4 Minimum Preventive Maintenance Requirements**

The Contractor shall perform the necessary preventive maintenance required for safe and reliable operation, as specified by the manufacturer and applicable codes, rules and/or regulations. The preventive maintenance shall be performed timely and scheduled according to timeframes set by the manufacture's recommendations. If specific equipment covered by this contract requires additional preventive maintenance, the Contractor shall perform the required preventive maintenance without additional cost to the Facility Manager. Preventive Maintenance is defined as regularly scheduled work on the system/equipment that the Contractor shall complete, to accomplish the following:

1. Ensure its safe, reliable, and continued operations
2. Prevent breakdowns due to worn part(s)
3. Maintain system/equipment above the point where deterioration begins

Acceptable performance will be based on the following criteria:

1. Completion of the scheduled preventative maintenance as specified by the manufacture's recommendations and applicable codes, rules and/or regulations,
2. Completion of work check charts for each system/equipment components,
3. Acceptable performance also constitutes a level or decreasing trend in service calls/trouble calls. An increased frequency in service calls/trouble calls is not considered acceptable performance unless they occur by no fault of the Contractor (such as acts of god or vandalism). A service call/trouble call is defined as a report of a malfunction made by the Facility Manager or designee and the Elevator Contractor's subsequent response to, and correction of, the problem. In addition, performance shall be unacceptable if the Contractor fails to repair or correct deficiencies reported to the Contractor and for which the Contractor is responsible.

All work required as a result of maintenance deficiencies noted as a result of State testing/inspections shall be complete within 30 working days of testing/inspection date. Within 3 working days of said test/inspection, the test/inspection contractor shall provide the Facility Manager a schedule which, at a minimum, outlines the required scope of

work and start and completion dates for the work. Copies should be available to OGS upon request.

Prior to removing any system/equipment from service, the technician shall coordinate the removal with the Facility Manager.

The system/equipment put out of service shall be pre-approved by the Facility Manager. The time of day and the expected duration that the system/equipment can be shut down for routine maintenance shall be scheduled with the Facility Manager to minimize the disruption caused by the shutdown.

## **2.21 Elevator Maintenance /Item 2**

The Elevator Maintenance and Repair Contractor will contract directly with the IFM Contractor as a Subcontractor.

The Contractor shall be responsible for all components not specifically listed that are supplemental to and a part of the operation of the overall lift system for the facility. Prospective Contractors shall personally verify all equipment listed prior to bidding.

Freight elevators authorized to carry passengers must be inspected and maintained as passenger elevators.

### **2.21.1 GENERAL**

All references to elevators included herein shall be considered to include escalators, wheelchair lifts, and dumbwaiters, where applicable.

Contractor's bid shall include complete elevator maintenance and minor repairs (less than \$2,500). Details of service not explicitly stated in this document but necessarily attendant thereto, are deemed understood by the Contractor and included herein. The Contractor shall furnish all labor, material and equipment usually furnished with elevator services in accordance with the latest applicable adopted editions, including supplements, of elevator codes, standards, etc.

All work under this contract shall be performed by skilled, competent, journeyman elevator mechanics directly employed and/or supervised by the Contractor. Elevator mechanic helpers and/or elevator mechanic apprentices may be used, provided they are under the direct supervision of a journeyman elevator mechanic on site at all times. Direct supervision means working under constant guidance or simultaneously with a journeyman elevator mechanic. All journeyman elevator mechanics shall have a minimum of three years of experience maintaining elevators and escalators. Sufficient personnel shall be assigned to complete maintenance in a timely manner. Within (30) calendar days contract approval, the Contractor shall furnish the Agency Representative a detailed schedule indicating how and when the Contractor plans to accomplish any required pre-maintenance repairs (if applicable).

The Contractor must provide a detailed schedule of the preventative maintenance for the first contract year. During the term of the contract, annual updates to the detailed schedule (if applicable) shall be provided to the Agency Representative by the Contractor. Cost for pre-maintenance repairs shall be included in Item 3.

Contractor is completely responsible for their work, including any damages or breakdowns caused by the failure to take appropriate action.

### **2.21.2 SCOPE**

The Contractor shall furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance services, including all adjustments, tests, parts replacement, and minor repairs necessary to keep the elevators identified herein in continuous use at their initial performance ability (same

speed, safety, and efficiency) as originally specified by the equipment manufacturer or most recent upgrade specifications. All material and equipment furnished shall be new and in excellent working condition. All maintenance, adjustments, and repairs shall be in compliance with the latest adopted editions of ASME A17.1, Safety Code for Elevators and Escalators, A17.2, Inspector's Guide for Elevators and Escalators, and A17.3 Safety Code for Existing Elevators and Escalators (including supplements) hereinafter referred to as ASME A17.1. The safety practice and procedures in the "Elevator Industry Field Employees Safety Handbook" shall also be followed when performing maintenance and repairs.

The Contractor shall give immediate notice to OGS of any apparent damage to the equipment covered under this contract. The Contractor shall notify the Agency Representative, verbally on the day of discovery, and shall follow-up in writing no later than (3) days thereof, informing of the existence or development of any defects in, or repairs required to, the elevator equipment which the Contractor does not consider to be its responsibility under the terms of the contract. Failure to do so will render the Contractor responsible for those repairs at no additional cost to the Agency Representative. The Contractor shall furnish the Agency Representative with a written estimate of the cost to correct the defects or make the required repairs. The Contractor's estimate shall be itemized into labor and material costs. The Agency Representative reserves the right to make final decision concerning the responsibility for such corrections or repairs. In those instances when the Agency Representative determines that the Agency Representative is responsible for such corrections or repairs, the State may enter into negotiations with the Contractor to make the repairs. If the Agency Representative and Contractor reach agreement over the price and conduct of the repair, the Agency Representative will issue an Authorization Letter that will fund the repair and serve as the Contractor's notice to proceed. However, the Agency Representative reserves the right to solicit offers from, and have corrections or repairs made by, other sources.

### **2.21.3 Spare Parts**

The Contractor shall provide all replacement parts of every description. All replacement parts shall be new as specified by the original manufacturer or new after-market parts that are accepted by the elevator industry as equal or better. In any instance where replacement parts specified by the original equipment manufacturer or after-market part of equal or better quality are no longer available, an "equal" item may be acceptable, provided advance written approval of an item is obtained from the Agency Representative. The Contractor shall evaluate each specific installation to determine the spare parts inventory needed to be maintained on site in order to prevent downtime for spare parts procurement. At a minimum, the Contractor shall maintain on site for each elevator, five (5) fuses of each size, type and current rating and an adequate supply of replacement lamps. The Contractor shall have and maintain on hand locally, a supply of spare parts sufficient for the full maintenance and expedient emergency repair of the elevator or escalator. Extenuating circumstances shall be documented by at least two vendors for unavailability of parts. At the Facility, the Contractor shall provide sufficient metal storage cabinet space for spare parts storage and metal containers for storage of waste and other flammable materials. An adequate supply of tools to make repairs without any undue delay shall also be maintained. The Contractor shall provide a lock to keep the contents of the metal storage cabinet secure and a key for the lock shall be provided to OGS.

### **2.21.4 EQUIPMENT, WIRING, AND CIRCUIT CHANGES**

The Contractor shall not make changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, and may not alter the original circuit or wiring design of the elevators unless authorized in writing by the Agency Representative. The Contractor shall submit any such proposed change to the Agency Representative for approval, and shall include complete legible drawings and wiring diagrams, as well as a complete description of the proposed change. Prior to submitting the proposed change, the Contractor shall, at its own cost and expense, obtain comments from the original equipment manufacturer concerning the overall effect of such changes on the system. If changes are made, the Contractor shall provide the Agency Representative with three exact copies of as-built drawings of the modifications including a complete description of the changes.

### **2.21.5 SCHEMATIC WIRING DIAGRAMS**

The Contractor shall be responsible for updating and maintaining any current, legible schematic wiring diagrams in each elevator machine room for each elevator machine contained therein. If schematic wiring diagrams are present during the initial survey of the jobsite, but are missing during the effective contract start date, the Agency Representative will assist in retrieving the schematic wiring diagrams from the previous contractor. At the end of the contract term, any schematic diagrams provided by the Contractor will become the property of the Agency Representative.

### **2.21.6 CALLBACK SERVICE**

The Contractor shall provide 24-hour-a-day, 7 days-a-week, callback service, as part of the monthly maintenance fee at no added cost to the Agency Representative. The Contractor may only bill for callback service if the work performed is not the responsibility of the Contractor (e.g., repairs for vandalism, fire, acts of God, negligence by the State, or other unusual circumstances). In the event of callback service, a journeyman elevator mechanic will report to the site of the call when requested by the Agency Representative or those persons designated by the Agency Representative, in accordance with the following schedule:

1. Within (1) hour after receipt of request for any stalled elevator(s) containing trapped passenger or any elevator designated herein as being essential, refer to Attachment 3.
2. No later than within (1) hour of the start of the operating hours on the next business day for any of the other elevator(s).
3. For each service call, the Contractor shall maintain a copy of the work ticket(s) along with supporting documentation that contains, at minimum, the following information:
  - a. Name and address of the Contractor
  - b. Name of the Contractor's employee in charge of the work
  - c. Name of the Contractor's employee(s) performing the work.
  - d. Date(s) work was performed and work hours expended
  - e. Brief description of work performed/corrective action including equipment identification
  - f. Signature and name of the Contractor's employee authorized to sign for the Contractor and attest to the necessity and completeness of the work, and the accuracy of the invoice.

The Contractor shall provide this information to OGS upon request.

In the event of emergency callbacks for elevators not designated as essential herein, during other than normal working hours (i.e. in the event of a passenger being trapped) necessitating the payment by the Contractor of premium or overtime wages, the Contractor shall pay its employees at a minimum, the overtime-hourly rate required by the NY State prevailing wage rate schedules or applicable Living Wage Rate, and the Agency Representative, upon receipt of properly documented bills, will certify for payment the actual amount for the premium portion of the wages. This emergency callback service is limited to adjustments or repairs required to restore an elevator to safe and reliable service. The Agency Representative will provide the Contractor with a list of individuals who are authorized to call for emergency services. This list will be updated as required. The Contractor shall provide the Agency Representative the names and telephone numbers (home, cellular, and office) of the persons to be contacted for emergency services. In the event of a passenger being trapped in a stalled elevator, the procedures specified in the ASME A17.4, Guide for Emergency Evacuation of Passengers from Elevators, shall be followed.

### **2.21.7 MINIMUM PREVENTIVE MAINTENANCE REQUIREMENTS**

1. The Contractor shall perform the necessary preventive maintenance required for a safe, reliable operation, as specified by the manufacturer and ASME A17.1. The preventive maintenance shall

be performed timely and scheduled according to timeframes set by the manufacture's recommendations and ASME A17.1. If specific equipment covered by this contract requires additional preventive maintenance, the Contractor shall perform the required preventive maintenance without additional cost to the Agency Representative. Preventive Maintenance is defined as regularly scheduled work on the elevators that the Contractor shall complete, to accomplish the following:

- a. Ensure their safe, reliable, and continued operations
  - b. Prevent breakdowns due to worn part
  - c. Maintain elevators/escalators above the point where deterioration begins
2. Subject to the capability of the equipment, and as documented by the Contractor and such documentation approved by the Agency Representative, the Contractor shall ensure that the following original operating criteria is maintained at all times for each elevator:
  - a. Maximum capacity in pounds
  - b. Rated speed in feet per minute
  - c. Door operation
  - d. Traffic handling capabilities
  - e. Response times
  - f. Ride quality
3. Acceptable performance will be based on Items 2(a) through (f) above, plus the following criteria:
  - a. Completion of the scheduled preventative maintenance as specified by the manufacture's recommendations and ASME A17.1.
  - b. Completion of work check charts for each elevator/escalator.
  - c. All work required as a result of maintenance deficiencies noted as a result of testing/inspections shall be complete within 30 working days of testing/inspection date. Within 3 working days of said test/inspection, Contractor shall provide the Agency Representative a schedule which includes but is not limited to; outlining the required scope of work and start and completion dates for the work.
  - d. Down-time of not more than 72 Facility business operating hours per year per elevator/escalator. Down-time means the length of time that an elevator is out-of-service. The "down-time" is exclusive of acts of god and vandalism.
4. Prior to removing an elevator from service, the Facility Manager shall coordinate with the Tenant Representative(s).
5. The number of elevators put out of service at one time shall be pre-approved by the OGS. Typically, not more than one (1) elevator shall be put out of service at one time. The time of day that each elevator can be shut down for routine maintenance shall be scheduled with the Facility Manager to minimize the disruption caused by the elevator(s) being out of service. If for any reason an elevator should be out of service for more than 30-60 minutes, the Contractor shall notify the OGS Representative when the elevator was taken out of service, the reason why and what time the elevator is expected to be put back in service for proper and safe operation.

#### **2.21.8 SAFETY INSPECTIONS AND TESTS**

1. Fire Service Phase 1 & Phase 2 Tests:

The Contractor is required to perform monthly Phase one and Phase two "manual Test" as required by ASME 17.1. Contractor shall maintain the Preventative Maintenance Schedule (PMS) reports.

2. Periodic Inspections Required by ASME A17.1:

Contractor will be responsible for performing inspection and testing services required by a Qualified Elevator Inspector (QEI) to meet with the requirements of ASME A17 and ASME A18. The QEI will be procured by and paid for separately by OGS.

All inspection and testing services required of the contractor by the QEI shall be included in Item 2 Itemized Building Services. No additional costs will be paid for inspections and testing outside of the monthly rate bid for "Elevator Fee." All tests and inspections shall also be included in the Maintenance Control Program.

Contractor shall coordinate with QEI to schedule the inspections and tests based on the date the last inspection and test were performed in each one of the Lift Equipment. The periodic inspections and tests shall be conducted during Business Hours unless otherwise approved by OGS. Tests that require building shutdown will be scheduled outside of normal Business Hours with OGS's authorization.

The Contractor shall provide skilled and competent mechanics to perform the tests and inspections. The tests and inspections shall be witnessed by OGS's approved QEI, and the QEI shall determine if the mechanics provided by the Contractor are competent to perform the job. If the QEI determines that the mechanics are not competent to do the job, then OGS Representative will be contacted and the Contractor shall be required to change the staff.

Should there be any delay of more than one-half (1/2) hour during testing, the Contractor is required to immediately contact OGS Representative, and failure to do so will result in the Contractor being responsible for OGS's employees use of time, and the costs of the QEI (as determined by the contract rates between OGS and QEI).

## **2.21.9 MAINTENANCE SERVICES FOR ELEVATORS AND ESCALATORS**

Except for callback service, the Contractor shall perform all work during regular work hours of regular working days or as approved by the Agency Representative. The time of day each elevator is to be shut down for routine maintenance will be scheduled to minimize disruption. When an elevator is shut down, a sign shall be placed at each opening stating: "This elevator is being serviced". When an escalator is shut down, barriers shall be placed at each end with a sign stating: "This escalator is being serviced". The Contractor shall record, in a log maintained by the Agency Representative, the actual arrival and departure times each day they are in the building. The Agency Representative will maintain a list of any non-emergency maintenance items and provide this list to the Contractor for corrective action.

### **2.21.10 LUBRICANTS**

The Contractor shall furnish all lubricants and hydraulic fluids that comply with the equipment manufacturer's specifications and ASME A17.1 for the particular device

### **2.21.11 PERFORMANCE OF ELEVATOR MAINTENANCE**

It shall be mutually agreed that the Contractor has included costs to ensure satisfactory performance of Elevator Maintenance without extra compensation. The Contractor may at its option provide with its bid, a detailed explanation of work intended to be performed under this clause.

## **2.22 HVAC / Item 2**

The Contractor shall be responsible for all HVAC components and all components that are supplemental to and a part of the operation of the overall HVAC system for the facility. Prospective Contractors shall personally verify all equipment listed prior to bidding. Contractor shall maintain the HVAC system in

accordance with Manufacturer's operating manual. Any consumables such as filters or fluids required for maintenance shall be included in the not to exceed bid (see section 5.4 Price.) Contractor is responsible to remove from the site and legally dispose of, at no additional cost to the State, contaminated refrigerant, oil, and/or lubricants. This also includes, but is not limited to debris generated by servicing and/or replacement of defective parts and equipment. Contractor is responsible to adhere to the Federal Clean Air Act legislation for CFC and HCFC refrigerant guidelines and procedures.

## **2.23 Building Systems Controls / Item 2**

Contractor shall be responsible for scheduling equipment audits, preventative maintenance delivery, regulatory paperwork and managing subcontractors to meet service contract requirements for all HVAC, Automation Controls, Security and Fire Alarm maintenance contracts. Contractor will also be responsible for any patches/fixes as well as the provision and installation of new software versions.

## **2.24 Integrated Pest Management / Item 2**

The Contractor shall supply and ensure that each service Certified Applicator and Certified Technician assigned to the facility maintains the necessary and required equipment for the safe use and application of all materials as required by specific site conditions. This may include but is not limited to bump hats, work gloves, quality flashlights, boots, clipboards and miscellaneous tools

### **2.24.1 Staffing Requirements**

#### **1. Qualifications and Experience:**

Pest management professionals assigned to the facility by the Contractor must be Certified Pesticide Applicators, Certified Pesticide Technicians, or Apprentices under their direction, and possess the following minimum qualifications and experience:

- a. Knowledge of problem pests' behavior and ecology, and methods of reducing or eliminating food, water and harborage of same, and if pesticide application is necessary, the proper and safe use of least toxic pesticides.
- b. Possession of a New York State certification in category 325.16 (g) (1) Structural and Rodent, and 325.16 (g) (5) Food Processing.
- c. The Contractor shall supply and ensure that each service Certified Applicator and Certified Technician assigned to the facility maintains the necessary and required equipment for the safe use and application of all materials as required by specific site conditions. This may include but is not limited to bump hats, work gloves, quality flashlights, boots, clipboards and miscellaneous tools.
- d. All personnel providing on-site pest management services must be certified in appropriate categories as per Section 1.4.C (above) as Certified Commercial Pesticide Applicators, or Certified Pesticide Technicians. The bidder shall provide a copy of certification for pertinent personnel that will be assigned to this project. Apprentices will be permitted to work on site only under the immediate supervision of a Certified Applicator or Certified Technician.
- e. The Contractor has a Board-Certified Entomologist or equal professional scientist available on an as-needed basis. Entomologist/Ecologist/Mammalogist or General Life Scientist: The Contractor has a professional scientist who will have primary responsibility for the conduct of this contract and who will be available for routine and emergency consultation. It is not required that the scientist be a full-time employee.

### **2.24.2 Pests Included in Base Bid**

Integrated Pest Management is intended to suppress populations of rats, mice, cockroaches, ants, (excluding carpenter ants), bed bugs, pests located outside buildings that primarily feed on outdoor vegetation, silverfish, and any other arthropod or vertebrate pest not specifically excluded from the contract.

Populations of these pests that are located outside the building outlined herein, but within the property boundaries of the building, are included.

### **2.24.3 Pests Included in Item 3**

The following pests are excluded from this contract: birds, bats, squirrels, chipmunks, skunks and all other vertebrates (other than commensal rodents), termites, carpenter ants and other wood-destroying organisms, and mosquitoes. However, the Contractor may be called upon to manage or remove these pests for additional fees (Item 3).

### **2.24.4 IPM Program: Initial Comprehensive Inspection**

1. A thorough, initial inspection shall be conducted during the first month of the contract by the Contractor's inspector and the Facility Manager. The purpose of this initial inspection is for the IPM Contractor to evaluate the pest management needs of the premises, incorporate any Agency or facility requirements, and to discuss these needs with the Facility Manager.
2. The following specific points should be included in this evaluation:
  - a. Identification of problem areas in and around the building.
  - b. Identification of structural features or personal practices that are contributing to pest infestations.
  - c. Evaluation of previous management efforts.
  - d. Facilitation of contractor access to all necessary areas. Access to building space shall be coordinated with the Facility Manager.
  - e. Informing the contractor of any restrictions or special safety precautions.

### **2.24.5 IPM Program: Initial Integrated Pest Management Plan and Schedule**

Upon award of the contract resulting from this solicitation, Contractor shall implement a comprehensive Integrated Pest Management Plan and Schedule using Contractor's best judgment and industry best practices, and shall continue until such time as IPM Contractors' Integrated Pest Management Plan and Schedule is approved by the Facility Manager as noted in Section 2.24.4 (above).

### **2.24.6 IPM Program: Interventions**

Listed below are categories or type of interventions relative to species of pest identified via a comprehensive inspection.

1. Structural Modifications: Unless otherwise stated, structural modifications for pest prevention and suppression shall not be the responsibility of the Contractor. The Contractor shall make detailed recommendations to the Facility Manager of what structural modifications can reasonably be accomplished.
2. Pest breeding places/nests must be eliminated in order to minimize the use of pesticides. Cracks, crevices, and other areas of floors, ceilings and walls must be kept sealed. Openings to the outside are to be protected against the entrance of insects and rodents. All building vulnerabilities should be disclosed to the appropriate Facility Manager immediately upon discovery.

### **2.24.7 IPM Program: Special Requests and Emergency Service**

The regular service shall consist of performing all components of an IPM program other than structural modifications, as described in the IPM Contractor's detailed plan and schedule for each building during the period of this contract. Occasional requests for corrective action, special services beyond the routine requests or for emergency service, may be recommended by IPM Contractor to the Facility Manager, or initiated by the Facility Manager. When such requests for emergency services are submitted by the Facility Manager, the IPM Contractor shall acknowledge the receipt of the request, on the day of the request. The



IPM Contractor shall respond to special service requests within one (1) working day after receipt of request. All emergency and special services shall be recorded. In the event that such services cannot be completed within the above-stipulated time frame, the IPM Contractor shall immediately notify the Facility Manager and indicate an anticipated completion date.

### **2.24.8 IPM Program: Pesticide Applications**

Pesticide Applications shall be used as a last resort and only after prior approval by NYS on a case-by-case basis. When chemicals are utilized, the following conditions shall be applicable:

1. Facility Manager shall receive from the IPM Contractor or its technicians sample labels of all chemicals and materials.
2. In cases where it has been determined that a particular chemical or product in use at the facility has lost its effectiveness (e.g., due to a resultant increase in resistance in the target pest population) the IPM Contractor shall replace such ineffective chemicals with more effective alternative choices upon approval of the Facility Manager.
3. The IPM Contractor shall provide to Facility Manager, the following safety and technical data for chemicals to be used in the facility:
  - a. A list of chemicals including Environmental Protection Agency (EPA) accepted common name (generic name) and EPA Product Registration Number trade name and name of active and inert (including carriers) ingredients, list respective chemical classifications for each product intended to be used. Organophosphates and chlorinated hydrocarbons are not acceptable. Further, aerosol spray formulations will be highly discouraged. If spray formulations are deemed absolutely necessary, prior written approval by NYS OGS is mandatory. Chemicals, where necessary, shall be restricted to non-persistent chemicals that are least harmful to people, non-target species, and the environment.
  - b. Material Safety Data Sheets for each chemical.
  - c. Antidote data where applicable, including a copy of a standard quick reference chart.
  - d. A list of poison control centers and respective telephone numbers as they may apply to the geographic areas in which the facility described herein are located.
4. All pesticides shall be securely stored on site in an area designated by the Facility Manager and maintained by the IPM Contractor in a safe manner when not being used.
5. The IPM Contractor shall be responsible for the safe use of all products. Pesticides should be applied according to label instructions. Necessary safety equipment and protective clothing will also be worn when necessary. All pesticides used by the contractor must be registered with the EPA and the NYS DEC. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State, and local laws and regulations. The environment, non-target species and people shall be protected at all times.
6. The Contractor shall minimize the use of synthetic organic pesticides, wherever possible. For example:
  - a. The use of crack and crevice application of pesticides directly to pest harborage areas is acceptable. However, spraying crack and crevice exposed surfaces in the general vicinity of harborage areas shall not be allowed.
  - b. The use of boric acid powder and gel or paste baits for cockroaches is acceptable. However, sprays are not appropriate.
  - c. Pesticide fogs or space sprays (including mists and ultra-low volume applications) are typically not appropriate and shall be restricted to unique situations for which no alternative measures are practical. Such situations should rarely, if ever, occur.

7. Pesticides should be applied in such a manner to prevent contaminating persons, food, property and buildings. If absolutely necessary, chemicals shall be applied at night or on weekends, at no additional cost, and the contractor shall cooperate with the Facility Manager to properly ventilate, where necessary, the premises before tenants re-occupy the building. Tenants should remain out of the sprayed area for the time period specified on the label instructions. Use of spray or aerosol pesticides should be a very rare event and only performed with OGS' specific approval.
8. IPM Contractor shall cooperate with the Facility Manager to place proper public notices or otherwise inform building occupants regarding what pesticides will be applied, where pesticides will be applied, and when pesticides will be applied.
9. Contractors must comply with all local and state regulations and codes regarding timely prior notices.

### **2.24.9 IPM Program: Rodent Management**

Management of "Active" Rodent Infestations; Contractor shall pick-up and dispose of all rodent or other carcasses from snap traps and other trapping devices (including glue boards) used in management of active rodent infestations daily or as needed upon notification of the Facility Manager. The Contractor shall dispose of rodents killed or trapped within 2 hours of notification by the Facility Manager or, if notification is given after the end of the technician's scheduled work shift, within 1 hour of beginning of business the next day. Trapping shall not be performed during periods when maintenance will be delayed by holidays, weekends, etc., unless approved by the Facility Manager. Traps shall be placed out of the general view and located so as not to be affected by routine cleaning procedures. When using traps for monitoring, the visit interval may be adjusted as necessary.

All rodenticides regardless of packaging shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant (often termed "tamper-proof") bait boxes. Bait box servicing shall depend upon the level of rodent infestation. All bait boxes shall be labeled (including contractor's name, address, and telephone number) and dated at the time of installation and each servicing. All bait boxes shall be placed and maintained in accordance with EPA regulations with an emphasis on the safety of non-target species. The following points shall be strictly adhered to:

1. The lids of all bait boxes must be securely locked or fastened shut.
  - a. Bait must always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
  - b. All bait boxes must be securely attached or anchored to the floor, ground, wall, etc., so that the box cannot be picked up or moved.
  - c. Liquid and solid poison baits shall be placed in distinctively marked bait stations of sturdy plastic, metal or wood construction--no paper or cardboard stations--and placed in areas normally inaccessible to users of the facilities, particularly children and pets. Covered bait stations shall be used in dietary, food processing, storage and handling areas. Paraffinized or weather resistant baits shall be used in damp and wet areas.
  - d. All bait stations and traps shall have such tags or labels affixed so as to enable the Contractor to enter their signature and date after each service. All bait stations and trap locations shall be marked by placement or a distinctively colored removable self-adhesive sticker placed on the nearest wall or column to make quick identification of each location.
  - e. The Contractor shall make a floor plan (or utilize floor plans supplied by NYS) of each area where bait stations and traps are located, number each bait station and trap and enter the location of each numbered bait station and trap in the diagram. These floor plans or diagrams shall be kept with the other records on the facilities as indicated herein. A detailed IPM Pesticide Application form and a detailed IPM Trap monitoring form shall be completed, indicating the service of each pesticide bait station and trap and turned in at

the completion of each service visit (see sample forms). Similar records should be kept for any traps (e.g., glue boards) and for any treatments (chemical or non-chemical).

#### **2.24.10 Service Timing**

Services that do not adversely affect tenant health or productivity may be performed during the regular hours of operation in the building. When it is necessary to perform work on weekends or outside the regularly scheduled hours set in the Contractor's plan and schedule, the Contractor shall notify the Facility Manager at least (2) days in advance, and all arrangements will be coordinated between Facility Manager and the Contractor. All application of toxicants, (i.e., those likely to become airborne), when necessary, is to be done at night or on weekends to allow for ventilation before tenants reenter the facility. The Contractor shall allow the Facility Manager sufficient time to inform tenants of application and assure the security of the areas treated.

### **2.25 Emergency Generator/ Item 2**

The diesel generator used for emergency power purposes shall be operated, maintained and exercised in accordance with the manufacturer's operating manual, including load testing. The Contractor is responsible for obtaining the most recent codes, rules and regulations and the original manufacturer's manuals for each piece of equipment. Equipment is subject to change. The Contractor is responsible to remove all waste generated by maintenance and additional service efforts. Removal of waste shall be in compliance with all rules and regulations set forth by State and Environmental law. Any consumables such as filters or fluids required for maintenance shall be included in the not to exceed bid. (Refer to Section 5.4 - Price) Contractor will not be responsible for fuel that is consumed for generator operation required by power outages.

### **2.26 Electrical Switchgear Testing and Maintenance**

The Contractor must provide electrical switchgear inspection, testing and maintenance service at the facility. The testing and maintenance service must be performed in compliance with the equipment manufacturer recommendations, applicable codes, rules, and regulations, the latest edition of the Maintenance Engineering Handbook, historical data, and/or as directed by OGS. It is the expectation that all switchgear 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.

Each major unit of the switchgear equipment including its appurtenant equipment shall be serviced through phases over the five-year contract term, accordingly to the Maintenance Schedule stated below. The equipment list is provided in Attachment A – Building Asset and Equipment List.

#### **1. Maintenance Schedule**

The Contractor must provide to the IFM Contractor a five-year maintenance schedule for the equipment to be serviced, the start date will be based on the dates in the current maintenance schedule, which will be provided by OGS after the commencement of the contract, and shall be performed in the following phases:

Year 1: Completion in 0-12 months from the last scheduled service,

Year 2: Completion in 12-24 months from the last scheduled service,

Year 3: Completion in 24-36 months from the last scheduled service,

Year 4: Completion in 36-48 months from the last scheduled service, and

Year 5: Completion in 48-60 months from the last scheduled service.

**Note:** The order of the equipment to be serviced is subject to change at OGS' discretion.

#### **2. Service Requirements**

##### **2.1. General Requirements**

The Contractor must provide all labor, material, equipment, and all other ancillary cost required to service every piece of equipment that requires appraisal/testing, maintenance, repairs, replacement, and emergency services. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, is deemed to be understood by the Contractor as included herein.

It will be the Contractor's responsibility to obtain specific codes, manuals and literature for each piece of equipment and to develop equipment specific forms that detail the preventive maintenance. These forms and schedules are subject to approval by IFM Contractor and must be submitted within (60) days after commencement of the contract. Once initial approval is obtained, these forms must be filled out as work is performed including, but not limited to, emergency repair service work, and shall be submitted to the IFM Contractor as a permanent record.

## **2.2. Equipment Inventory and Reporting**

Contractor must update the list of equipment provided in Attachment A and document required appraisal/testing, maintenance and/or repairs and frequencies thereof, date service was performed, and description of service performed on each piece of equipment. This reporting document must be a continuous "fluid" document and must be updated each time work is performed on the equipment/systems. The report format must be pre-approved by the IFM Contractor. The information contained in the report shall be the property of OGS.

## **2.3. Inspection Procedures**

Contractor(s) shall provide all labor, material, equipment, and all other ancillary cost required to service every piece of equipment that requires appraisal/testing, maintenance, repairs, replacement, and emergency services. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, is deemed to be understood by the Contractor as included herein. 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 must be pre-approved by the OGS Director of Utilities Management or his/her designee, the OGS Regional Manager and the OGS Facility Manager. The information contained in the report shall be the property of the OGS. This report shall be provided to the OGS Facility Manager along with a copy of the Contractor's invoice.

- Preventive maintenance shall be provided for entire system components as generally described and which includes but is not limited to the following services:
  - Checking performance of all systems and components.
  - Examining adjusting, calibrating and cleaning all system components.
  - Lubrication as required.
  - Performing all services to keep the systems operating.
- The Contractor shall have in his possession the manufacturer's specified maintenance and repair procedures and complete parts list for all equipment to be maintained and produce same when requested.
- It will be the Contractor's responsibility to obtain specific literature for each piece of equipment and to develop equipment specific forms that detail the preventive maintenance. 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 manufacturers recommendations. These forms and schedules are subject to approval by OGS Director of Utilities Management or his/her designee, the OGS Regional Manager, the OGS Facility Manager 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.

- 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.

#### **2.4. Preventative Maintenance**

The Contractor must perform all preventive maintenance for the entire system and its components as generally described in order to keep the systems operating, and which includes but is not limited to the following services:

- Checking performance of all systems and components.
- Examining adjusting, calibrating and cleaning all system and components.
- Lubrication as required.

The Contractor is responsible for notifying the IFM Contractor 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 IFM Contractor reserves the right to make the final determination concerning the responsibility for such defects, corrections, or repairs.

#### **2.5. Engineering Appraisal and Testing Work Elements:**

The work elements listed herein shall be completed on all designated components. Other tests, checks, and maintenance events specifically required by the manufacturer's instructions shall also be conducted and reported.

#### **2.6. Engineering Appraisal and Testing Requirements:**

The following components for the designated equipment should be inspected wherever applicable:

- Fuses in fused switches should be inspected for any signs of damage or problems.
- Cable and wire supports and connections should be inspected for wear or other problems.
- Heaters in switchgear should be inspected and tested for proper operation.

The following designated equipment must be inspected wherever applicable:

##### **2.6.1. Switchgear Equipment and Circuit Breakers - Medium Voltage**

1. Compare switchgear, breaker and device nameplate information with the owner's single-line diagram when available and report discrepancies.
2. Inspect equipment and each breaker and report damage or loose material and in the case of a contamination situation that must be corrected, clean where appropriate.
3. Inspect equipment location and report any unfavorable environmental conditions that must be corrected. (Excessive moisture, conducting dust, etc.).
4. Check equipment for level, security to foundations and operation of doors. Report conditions that must be corrected.
5. Inspect the insulation system on the primary bus and assemblies. Report unfavorable conditions. Test insulation on each bus, phase-to-phase and phase-to-ground with suitable megohmmeter. Record values and report deficiencies.
6. Test insulation of all control and relay circuits to ground with a suitable megohmmeter. Take suitable precautions where electronic devices, instruments and instrument transformers are involved. Record deficiencies and adjust where appropriate.

7. Operate drawout devices and racking mechanism, manually and electrically (where appropriate), check operation of shutters and interlocks. Report deficiencies and adjust where appropriate.
8. Remove protective enclosures from each breaker, operate breakers manually and check operation of auxiliaries, interlocks, and contact wipe and gap clearances as identified in the manufacturer's instructions. Test each pole of each breaker phase-to-ground and phase-to-phase with a megohmmeter. Record values, report deficiencies, clean dress contacts and adjust where appropriate.
9. Insert breakers into positions and check positioning, operation of racking mechanism and interlocking, both mechanically and electrically. Report deficiencies and adjust where appropriate.
10. Energize the control busses, make polarity and voltage checks. Operate each breaker through all control stations. Operate all relay, sensor and interlocking contacts manually to test operation of all circuits related to tripping of each breaker. Report deficiencies and adjust where appropriate.
11. Calibrate each protective relay per manufacturer's specification using current sources that do not require correction curves to compensate for wave shape distortion, adjust to settings furnished by owner. Record values and clean where appropriate.
12. Test each instrument and meter for proper operation, correct rotation and circuitry. Instruments and meters energized from Instrument Transformer shall be tested at transformer secondary level. Report deficiencies and clean where appropriate.
13. Affix an inspection sticker or inspection tag in an appropriate place so that it will be conspicuous to all authorized personnel. This inspection notice must include, but is not limited to, the Company Name, Company Telephone Number, Date of Last Inspection and Inspector's Name printed legibly. The inspection must be signed by the Inspector.

#### **2.6.2. Transformer Substation Type - Medium Voltage**

1. Compare transformer and accessories nameplate information with the owner's single-line diagram (when available) and report discrepancies.
2. Inspect transformer and accessories and report damage, loose material, shipping blocks or contamination that must be corrected, clean where appropriate.
3. Inspect installation location and report any unfavorable environmental conditions that must be corrected.
4. Check transformer for level, security to foundation and operation of doors. Report conditions that must be corrected and adjust where appropriate.
5. Visually check the equipment ground and record the number and size of ground bus and straps. Report deficiencies.
6. Test insulation of all control and relay circuits to ground with a suitable megohmmeter. Record values and report deficiencies.
7. Check pressure relief, fault pressure relays, temperature relays, and meters for functional operation and correct wiring. Report deficiencies, clean and adjust where appropriate.
8. Move no-load tap changer through all positions and test turns-ratio on each point. Record values and report deficiencies, set on appropriate tap.
9. Take an insulating liquid sample, test dielectric, and water content. Record values and report deficiencies.
10. Remove access covers and report any damage or loose materials inside of tank that must be corrected.

11. On LTC units, report loose or damaged parts that must be corrected. Operate through all positions manually to assure smooth operation. Operate with control switch, testing operation of limit switches, dynamic braking, position indicator, counters, and automatic features. Report deficiencies. Adjust control to values listed on the owner's single-line diagram (when available).
12. Power factor test transformer bushings, record values and report unfavorable conditions.
13. On forced cooled units, check fans and pumps for proper connection, rotation, and automatic operation. Report deficiencies.
14. Affix an inspection sticker or inspection tag in an appropriate place so that it will be conspicuous to all authorized personnel. This inspection notice must include but is not limited to Company Name, Company Telephone Number, Date of Last Inspection and Inspector's Name printed legibly. The inspection must be signed by the Inspector.

#### **2.6.3. Switchgear Equipment and Breakers - Low Voltage**

1. Compare switchgear, breaker and device nameplate information with the owner's single-line diagram (when available) and report discrepancies.
2. Inspect the equipment and each breaker and report damage, loose material, contamination that must be corrected and clean where appropriate.
3. Inspect installation location and report any unfavorable environmental conditions that must be corrected.
4. Check equipment for level, security to foundations, and operation of doors and drawout devices. Report conditions that must be corrected.
5. Visually check the equipment ground and record the number and size of ground bus and straps. Report deficiencies.
6. Inspect the overall bus assembly, control and meter wiring. Report unfavorable conditions. Test insulation of each bus phase-to-phase and phase-to-ground and all control circuits to ground with a suitable megohmmeter. Record values, report deficiencies and clean where appropriate.
7. Check control and heater voltage to assure conformance with requirements. Report discrepancies.
8. Check any integral breaker lifting devices for proper operation. Report deficiencies and adjust when appropriate.
9. Insert breaker into positions and check positioning, operating of racing mechanism and interlocks. Operate breakers manually and check and adjust main and auxiliary contacts. Test each pole of each breaker for conductivity with a micrometer. Test insulation of each breaker phase-to-phase and phase-to-ground with a suitable megohmmeter. Record values and report deficiencies, clean dress contacts and adjust where appropriate.
10. Energize the control bus and operate breakers electrically, when appropriate, operate each breaker through all control stations. Operate all relays and interlocks manually to test operation of all circuits. Report deficiencies, clean and adjust where appropriate.
11. Adjust all breaker trips and relays to settings furnished by the owner and verify settings versus manufacturer's curves by passing controlled current throughout the trip devices. Record values and report deficiencies.
12. Test each instrument and meter for proper operation, correct rotation and circuitry. Instruments and meters energized from Instrument Transformers shall be tested at transformer secondary level. Report deficiencies.
13. Affix an inspection sticker or inspection tag in an appropriate place so that it will be conspicuous to all authorized personnel. This inspection notice must include, but is not

limited to, the Company Name, Company Telephone Number, Date of Last Inspection and Inspector's Name printed legibly. The inspection must be signed by the Inspector.

#### **2.6.4.Transformers - Load Center Type - Low Voltage**

1. Compare the transformer and accessories nameplate information with the owner's single-line diagram (when available) and report discrepancies.
2. Inspect transformer, primary disconnect switch (if furnished) and report damage, loose materials, or contamination that must be corrected; clean and adjust where appropriate.
3. Inspect installation location and report any unfavorable environmental conditions that must be corrected.
4. Visually check the equipment ground and record the number and size of ground bus and straps. Report deficiencies.
5. Check pressure relief, fault pressure and temperature relays and meters for functional operation. Report deficiencies, clean and adjust where appropriate.
6. Move no-load tap changer through all positions and test turns ratio on each tap. Record values, report deficiencies and set on appropriate tap.
7. On liquid filled units, take an insulating sample. Test dielectric and water content. Record values and report deficiencies.
8. Remove access covers and report any damage or loose materials inside of tank that must be corrected.
9. Power factor test transformer high voltage bushings and record values and report unfavorable conditions.
10. High voltage switches (if furnished) shall be tested for operation and adjustment. Test insulation quality of switch phase-to-phase and phase-to-ground with megohmmeter. Record values and report conditions that must be corrected, clean and adjust where appropriate.
11. Test insulation of all control circuits to ground with a suitable megohmmeter. Record values and report deficiencies.
12. Check key interlocks when furnished.
13. Affix an inspection sticker or inspection tag in an appropriate place so that it will be conspicuous to all authorized personnel. This inspection notice must include, but is not limited to, the Company Name, Company Telephone Number, Date of Last Inspection and Inspector's Name printed legibly. The inspection must be signed by the Inspector.

#### **2.6.5.Switchboards and Molded-Case Breakers**

1. Compare switchboard and breaker nameplate information with the owner's single-line diagram (when available) and report discrepancies.
2. Inspect equipment and each breaker and report damage, loose material, contamination or unfavorable environmental conditions that must be corrected and clean where appropriate.
3. Check equipment for operation of doors, security of mounting. Report deficiencies.
4. Visually check the equipment ground and record the number and size of ground bus and straps. Report deficiencies.
5. Inspect the bus assembly for deficiencies. Test insulation of each bus phase-to-phase and phase-to-ground with a suitable megohmmeter. Record values and report deficiencies and clean where appropriate.
6. Inspect each breaker, operate manually, and electrically where appropriate, test shunt trips, under voltage or alarm devices manually and electrically, test insulation of each pole



with suitable megohmmeter. Record values and report deficiencies, clean dress contacts and adjust where appropriate.

7. Adjust breaker trips (when possible) to settings furnished by the owner and verify settings of the manufacturer's rating by passing controlled current through the trip devices. Record values and report deficiencies.
8. Affix an inspection sticker or inspection tag in an appropriate place so that it will be conspicuous to all authorized personnel. This inspection notice must include, but is not limited to, the Company Name, Company Telephone Number, Date of Last Inspection and Inspector's Name printed legibly. The inspection must be signed by the Inspector.
9. Operator Control and Relaying Panels – Benchboards
10. Compare all items on the owner's single-line diagram (when available) with the panels or benchboards furnished and report discrepancies.
11. Inspect the panels and devices and report damage, loose materials, or contamination that must be corrected. Test hinged panels and doors for proper operation. Report conditions that must be corrected.
12. Inspect installation location and report any unfavorable environmental factors that must be corrected. Test hinged panels and doors for proper operation. Report conditions that must be corrected.
13. Visually check the equipment ground and record the number and size of ground bus and straps. Report deficiencies.
14. Test insulation of all control and relay circuits to ground with a suitable megohmmeter. Take suitable precautions where electronic devices, instruments, and instrument transformers are involved. Record values and report deficiencies.
15. Adjust each protective relay to settings furnished by the owner and verify settings using test equipment approved by the relay manufacturer and using current sources that do not require correction curves to compensate for wave shape distortion. Record values and clean where appropriate.
16. Test each instrument and meter for proper operation. Instruments and meters energized from Instrument Transformers shall be tested at transformer secondary level. Report deficiencies and clean where appropriate.
17. Functionally check equipment under simulated operating conditions (when possible) to test circuits to outgoing terminal blocks. Report conditions that must be corrected.
18. Affix an inspection sticker or inspection tag in an appropriate place so that it will be conspicuous to all authorized personnel. This inspection notice must include, but is not limited to, the Company Name, Company Telephone Number, Date of Last Inspection and Inspector's Name printed legibly. The inspection must be signed by the Inspector.

#### **2.6.6.Motor Control Centers and Combination Starters - Low Voltage**

1. Compare the control center, starter, breaker and fuse nameplate information with the owner's single-line diagram (when available) and report deficiencies.
2. Inspect the equipment and each starter and report any damage, loose material, or contamination that must be corrected and clean and adjust where appropriate.
3. Inspect the installation location and report unfavorable environmental conditions that must be corrected.
4. Check equipment for level, security to foundations, operation of doors and hinged panels. Report conditions that must be corrected.

5. Visually check the equipment ground and record the number and size of ground bus and straps. Report deficiencies.
6. Inspect insulation of the bus and assemblies. Test insulation of the bus phase-to-phase and phase-to-ground and all control circuits to ground with a suitable megohmmeter. Record values, report deficiencies and clean where appropriate.
7. Check operation of each switch or breaker in each starter manually. Test door interlocking. Test insulation of each unit phase-to-phase and phase-to-ground with a suitable megohmmeter. Record values and report deficiencies.
8. Check each contractor and thermal overload for proper coil size and proper operation. Check operation of auxiliary contacts. Report deficiencies and clean where appropriate.
9. Check and test all field application and motor protective relays in accordance with the manufacturer's instructions. Record values and report conditions that must be corrected and clean and adjust where appropriate.
10. Affix an inspection sticker or inspection tag in an appropriate place so that it will be conspicuous to all authorized personnel. This inspection notice must include, but is not limited to, the Company Name, Company Telephone Number, Date of Last Inspection and Inspectors Name printed legibly. The inspection must be signed by the Inspector.

#### **2.6.7. Busways and Power Cables**

1. Compare busway nameplate, information and cable identification numbers with the owner's single-line diagram (when available) and report discrepancies.
2. Inspect all busway and cables (where possible) and report damage, contamination or unfavorable environmental conditions that must be corrected; clean where appropriate.
3. Visually check the equipment ground and record the number and size of ground bus and straps. Report deficiencies.
4. Inspect the insulation on the buses. Test insulation of each bus phase-to-phase and phase-to-ground with a suitable megohmmeter. Record values and report deficiencies; clean where appropriate.
5. Affix an inspection sticker or inspection tag in an appropriate place so that it will be conspicuous to all authorized personnel. This inspection notice must include, but is not limited to, the Company Name, Company Telephone Number, Date of Last Inspection and Inspectors Name printed legibly. The inspection must be signed by the Inspector.

#### **2.6.8. Rotating Apparatus - Motors, Motor-Generator Sets**

1. Compare machine nameplate information with the owner's documentation (when available) and report discrepancies.
2. Inspect each motor or motor-generator set and report damage, contamination or unfavorable environmental conditions that must be corrected; clean where appropriate.
3. Visually check frame for proper ground and record size and type of ground straps. When appropriate, check that bearing insulation systems are functioning as required. Report conditions that must be corrected; clean where appropriate.
4. Test insulation of motor stators with a suitable megohmmeter for one minute (normalizing to the base temperature). Record values and report conditions that must be corrected.
5. Check slip rings, brushes and brush rigging for damage, contamination, loose connections and setting. Report conditions that must be corrected; clean and adjust where appropriate.
6. Check exciters and voltage regulators for proper operation. Report conditions that must be corrected; clean and adjust where appropriate.

7. Check winding temperature detectors, bearing temperature relays and overspeed devices for proper operation. Report deficiencies and clean where appropriate.
8. Affix an inspection sticker or inspection tag in an appropriate place so that it will be conspicuous to all authorized personnel. (This inspection notice must include, but is not limited to, the Company Name, Company Telephone Number, Date of Last Inspection and Inspectors Name printed legibly. The inspection must be signed by the Inspector.

#### **2.6.9. Optional Work Elements That May Be Requested**

1. Over potential test the motor and generator windings in accordance with manufacturer's instructions and the applicable industry standard. The owner, prior to conducting test, shall confirm voltage levels and time. Record values and report deficiencies.
2. Power factor test all motor and generator windings. Record values and report unfavorable conditions.

#### **2.6.10. System Ground**

1. Depending on site of ground system, use appropriate method (full potential, slope, and intersection) to measure ohmic value of ground system to earth. Record values and report deficiencies.
2. Verify all equipment ground terminations with respect to prime point used to establish ohmic value in No. 10.1 above. Record values and report deficiencies.
3. Affix an inspection sticker or inspection tag in an appropriate place so that it will be conspicuous to all authorized personnel. This inspection notice must include, but is not limited to, the Company Name, Company Telephone Number, Date of Last Inspection and Inspectors Name printed legibly. The inspection must be signed by the Inspector.

#### **2.6.11. Oil Circuit Breaker**

1. Compare the circuit breaker nameplate information with the owner's single-list diagram (when available) and report discrepancies.
2. Inspect each breaker and report damage, loose material, or contamination that must be corrected; clean where appropriate.
3. Inspect equipment location and report any unfavorable environmental factors that must be corrected.
4. Check equipment for level, security to foundation, operation of doors and all items field assembled and report conditions that must be corrected.
5. Visually check the equipment ground and record the number and size of ground bus and straps. Report deficiencies.
6. Check heaters (where used) for operation, size and connections. Report deficiencies.
7. Take an oil sample, test dielectric and neutralization. Record values and report deficiencies.
8. Power factor test each breaker bushing and record values and report unfavorable conditions.
9. Verify all electrical and mechanical adjustments and measurements of breaker and operating mechanism. Record values and report deficiencies.
10. Operate breaker electrically, conduct time-motion tests per manufacturer's specifications. Test air tank for number of operations without compressor. Record values, report deficiencies and adjust where appropriate.
11. Affix an inspection sticker or inspection tag in an appropriate place so that it will be conspicuous to all authorized personnel. This inspection notice must include, but is not

limited to, the Company Name, Company Telephone Number, Date of Last Inspection and Inspectors Name printed legibly. The inspection must be signed by the Inspector.

**2.6.12. Air Circuit Breakers; (240 to 15,000 Volts)**

1. Remove from cubicle and operate electrically.
2. Remove arc chutes, clean and inspect.
3. Check arc splitter grids and ceramics.
4. Inspect breaker for defects or damage.
5. Check primary bushings and finger clusters.
6. Check contact alignment, over travel and contact pressure.
7. Inspect contacts for proper mating, alignment and burning.
8. Check operating mechanism for friction, excessive wear and defective parts.
9. Check manual close, latch and trip operation.
10. Lubricate where necessary.
11. Megger pole-to-pole and pole-to-frame.
12. Additionally, on 15KV breakers > Ductor test, (micro-ohms) of closed-circuit breaker main contacts
13. Additionally, on 15KV breakers > Check primary and secondary contact wipe per equipment O & M manuals
14. 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.

**2.6.13. Vacuum Circuit Breakers; (240 to 15,000 Volts)**

1. Remove from cubicle and operate electrically.
2. Inspect breaker for defects or damage.
3. Check primary bushings and finger clusters.
4. Check contact alignment, over travel and contract pressure.
5. Check operating mechanism for friction, excessive wear and defective parts.
6. Lubricate all moving parts.
7. Check manual close, latch and trip operation.
8. Megger pole-to-pole and pole-to-frame.
9. Test integrity of vacuum bottles.
10. 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.
11. Inspect tracking device.

**2.6.14. Switchgear; (480 and 208 Line Voltage)**

1. Clean switchgear enclosures inside and outside.
2. 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 tighten any loose bolts.

3. 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.
4. Clean and inspect all insulation details. Particular attention is given to porcelain bushings, insulators, bus supports and/or "bottles" for cracking or chipping.
5. Clean and inspect or levering mechanism to insure smooth trouble free operation. Remove any hardened lubricated. Re-lubricate as required.

#### **2.6.15. Protective Relays**

1. Mechanical Checks:
  - Relays and instruments will be removed and benched, and the cover will be inspected for broken glass.
  - Relays and instruments will be inspected and cleaned of dust, iron filings or other foreign objects.
  - Relay operation and contacts will be inspected.
  - All connections will be tightened.
  - 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
2. Electrical Checks:
  - Zero time dial will be checked.
  - Minimum pick-up will be established.
  - Timing checks will be made at 300% and 500%.
  - Instantaneous pick-up will be found, and target operation will be inspected.
  - Seal-in pick-up points will be found.
  - 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 Utilities Management.

#### **2.6.16. Transformers**

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

1. Oil testing of Transformers and Primary Switches
  - Contractor will install and setup new electric type relays that replace master/phasing and time delay relays. Relays to be furnished by the OGS.

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

<b>Description</b>	<b>Standard</b>
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

## 2. Transformer Testing of Main Power Transformers

- Perform insulation power factor test on windings and bushings.
- Perform individual excitation current test on each phase.
- Perform winding resistance test on each winding in final tap position.
- Perform percent of oxygen test on nitrogen blanket.
- Perform an urn ratio test between winding to winding and windings to ground.
- Calculate dielectric absorption ratio and polarization index.
- Correct all test values using temperature correction factors.
- Check transformer for proper grounding.

## 3. Transformer Oil

- The transformer will be given a thorough external inspection; the condition of all gauges, fan controls, temperature relays and other devices will be noted.
- Turns ratio test of high voltage to low voltage winding.
- 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.

## 4. Tap Changer Oil

- Load tap changing compartment shall be drained into clean dry barrels and the compartment opened for inspection.
- Contacts shall be checked for burning, pitting, freedom of movement and positive alignment.
- All parts should be inspected for condition, adjustment and proper operation. Minor adjustments shall be made as necessary.
- 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.
- 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.

- If additional work such as changing contact or repairing parts is required, standard time and expenses would be charged in addition to the above.

#### **2.6.17. Network Protectors**

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

#### **2.6.18. Westinghouse Network Protector Test Kit No. WT-450 or approved equal shall be used for the following mechanical/electrical checks:**

1. Mechanical Checks:
  - Relays and instruments will be removed and benched and the cover will be inspected for broken glass.
  - Relays and instruments will be inspected and cleaned of dust, iron filings, or other foreign objects.
  - Relay operation will be inspected.
  - All connections will be tightened.
2. Electrical Checks:

- Zero time dial will be checked.
- Minimum pickup will be established.
- Timing checks will be made at 300% and 500%.
- Instantaneous pickup will be found, and target operation will be inspected.
- Seal-in pickup points will be found.
- 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.

#### **2.6.19. Work to be Performed by the State**

The State will:

1. Make the equipment available, including removal from services as required to permit continuous progression of work.
2. Provide the services of a Coordinator of Plant Electrical Engineer, who will assist the State in developing an organized sequence of work.
3. The State shall 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.
4. 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.

### **3. Emergency Service**

1. The Contractor 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".
2. All labor, travel costs, parts and supplies will be the responsibility of the Contractor. Compensation shall be limited to payment of the appropriate 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.
3. Emergency service shall be provided, as needed on a twenty-four (24) hour, seven (7) days a week basis. To ensure the State that the Contractor will respond promptly, the Contractor agrees to provide an emergency telephone service on a twenty-four (24) hour, seven (7) days a week basis. From the time of the call by OGS, the Contractor has a maximum of one (1) hour to respond to this call.

### **4. Parts and Device Inventory**

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.

### **5. Operations Standards**

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.



OGS Real Property Management Group reserves the right to make final determination regarding any services that may or may not be covered through this solicitation.

## **6. Staffing Expectations**

All personnel provided by the Contractor to perform services at the Facility, shall have adequate experience, training and license, if applicable, for the function(s) being performed. If the Facility Manager determines that the personnel provided are not of adequate experience, then the Facility Manager has the right to request the contractor to substitute the inadequate personnel.

## **7. Switchgear Equipment List**

Shirley A. Chisholm, SOB, 55 Hanson Place, Brooklyn, NY can be found in Attachment A - Building Asset and Equipment Inventory of RFP No. 2392

### **2.27 Perimeter Access Control Systems/ Item 2**

Access Control systems protect the external perimeter of a facility, control access to restricted areas, and detect and monitor anomalies. Access control includes the control of persons, vehicles and materials through entrances and exits of a controlled area or premises. Contractor shall be responsible for maintaining and operating all access control systems. Access Control Systems include, but are not limited to:

1. Automatic Doors
2. Turnstiles
3. Video Recording Equipment
4. Visitor Management System

See RFP Attachment 3 - Building Asset and Equipment Inventory for equipment list

### **2.28 Refuse/Recycling/ Item 2**

1. Contractor will be responsible for the collection and disposal of municipal solid waste, which includes, but is not limited to mixed waste, office waste, and food waste. All municipal solid waste must be transported to a waste processing facility for disposal. Contractor must arrange a sufficient number of pick-ups consistent with the volume of waste generated and to prevent pests and odors.
2. Contractor will be responsible for the recycling of comingled recyclables which include but are not limited to newspapers, flat cardboard, paper products, cans, bottles, plastics, aluminum and junk mail which are collected and delivered to a Recycler where they are sorted into various commodity streams and recycled. The Contractor shall be responsible for providing appropriate sized containers for single stream materials, servicing the containers and delivering all materials to the Recycler.

### **2.29 Fire Systems/ Item 2**

#### **2.29.1 Fire Pump(s)**

1. Maintained and exercised in accordance with the manufacturer's operating manual.
2. Weekly maintenance shall include:
  - a. Ensure suction, discharge, and bypass valves are in correct position and not leaking.
  - b. Test Automatic Start.
  - c. Test control alarm.
  - d. Check pump casing and bearings for signs of overheating and or abnormal vibration.

- e. Verify water supply is sufficient.

### **2.29.2 Sprinklers/Stand Pipes**

1. Maintained and exercised in accordance with the manufacturer's operating manual.
2. Maintain any valves, pressure regulating devices, connections and drains.

### **2.29.3 Fire Alarm**

Must be maintained and tested in accordance with the manufacturer's operating manual and New York State code.

## **2.30 General Repairs, Supplies, and Services /Item 3**

General Repairs, Supplies, and Services shall be considered maintenance, repairs, and/or any work performed other than for the service categories described in Section 2 – Statement of Work.

### **2.30.1 General Repairs, Supplies, and Services Thresholds**

General Repairs, Supplies, and Services over \$15,000 shall only be performed when pre-approved in writing by the Executive Director of RP&FM or his/her designated representative.

#### **PROCESS:**

The Contractor shall prepare a detailed quote for pre-approval by Executive Director of RP&FM or his/her designated representative. The quote must detail the scope of services, and include a breakdown of how the services are to be performed, e.g. in-house staff, contracted services, or combination thereof, etc.

The Contractor, where applicable, shall obtain multiple bids (preferably 3 or more) and provide a bid tabulation, and an award recommendation to Executive Director of RP&FM or his/her designated representative. Supporting documentation for all bids shall be retained on file by the Contractor and made available to OGS upon request. Also refer to Section 5.17 - Subcontractors.

Upon satisfactory completion of the work, OGS shall authorize payment(s) per Section 2.15.1.

#### **LIMITATIONS:**

Any single additional service shall not exceed \$50,000. In the event that an additional service will need to exceed this amount, the service will be procured by OGS separate from this contract. Refer to Section 2.30.22.30.2 - Issuing Solicitations & Contracts.

### **2.30.2 Issuing Solicitations and Contracts**

When issuing solicitations (Requests for Proposals, Invitations For Bids, Requests For Quotes, etc.) and entering into contracts to procure goods and/or services necessary to fulfill the Contractor's contract obligations, the Contractor shall develop the solicitation package (utilizing applicable specifications provided by OGS), bid, provide a recommendation of award to OGS, and upon OGS approval award such contracts.

Where appropriate, OGS shall provide the Contractor with service contract specifications. Prior to issuing a solicitation, OGS shall have the opportunity to review and approve the solicitation package(s). Any contract which cannot by its terms be canceled on (30) days' notice must be approved in writing by OGS.

OGS shall separately procure all goods and services for purchases or contracts valued at more than \$50,000.

The Contractor shall procure goods and services using commercially reasonable and prudent practices to obtain the most favorable price and terms. For purchases or contracts less than \$5,000, the Contractor will obtain and document a minimum of (3) verbal quotes. For contracts more than \$5,000, but less than \$15,000, the Contractor will obtain written proposals from at least (3) responsible service providers before selecting the best price and terms. Prior OGS approval is required for the solicitations for all contracts for

repairs, capital improvements, goods and services more than \$15,000, but less than \$50,000. The following conditions apply to competitive bidding:

1. Each proposal will be solicited in a form and manner so that proposal solicitation will be uniform in all proposals.
2. All proposal solicitations will, when possible, include a Minority/Women Business Enterprise (MWBE) participation clause and such inclusion should be documented for future reference. A listing of certified MWBE's will be available from OGS to the winning proposer.
3. If the Contractor desires to accept other than the lowest bid, or where competitive proposals are not possible, justification must be provided to the State for required prior approval.
4. OGS shall be free to accept or reject any contract submitted for State's approval.
5. All proposals shall be controlled and not opened until the time and date specified in the solicitation. The Contractor will maintain documentation of the solicitation, if any, and of contract awards.

### **2.30.3 Overtime**

For work requested by OGS for Contractor staff outside of normal facility operating hours, OGS may authorize overtime. Overtime may also be used in emergency situations (e.g. burst pipe, occupant trapped in elevator). OGS reserves the right to deny overtime if OGS determines that situation was not an emergency. Staff is only eligible for overtime if working more than (8) hours in a day or more than (40) hours in a week. Any approved overtime will be paid at 1.5 times the employees' regular hourly rate and shall be accounted for from Item 3 funding.

### **2.30.4 Equipment Replacement**

Contractor shall ensure that any equipment to be replaced shall be new and manufactured by a reputable manufacturer. The equipment shall be the same as, better than or equal to the original equipment. All substitutes for the original manufacturer's equipment should be ENERGY STAR compliant.

### **2.30.5 New Equipment Guarantee**

Contractor shall ensure that any new equipment be guaranteed for a minimum of one (1) year from the date of replacement and replaced at no cost to the State if found defective during that time. The Contractor shall obtain cost estimates for extended warranties on new installations and consult with OGS regarding the purchase of such contracts.

### **2.30.6 Tenant Improvements**

#### **1. Minor Improvements**

When requested by the occupying tenant through OGS, the Contractor shall, from time to time, perform "Tenant Improvements," whereby, the Contractor may assess the request as within the scope of work to be done by on site employees (e.g. install/remove keyboard trays, install bulletin boards, install wall guards, repairing an outlet, etc.). The Contractor, the occupying tenant, and OGS, shall consult with each other in good faith to determine whether such work shall be completed by in-house staff at no cost or for an agreed upon consideration. Such determination will be made prior to the commencement of any work.

#### **2. Substantial Improvements**

Tenants may from time to time request substantial improvements, such as system furniture changes, within their allocated space by submitting a proposed Tenant Alteration Request (TAR) from their designated Tenant Representative to the OGS Real Estate Center. If TAR is approved, Contractor is required to help facilitate project (e.g. access to the property).

### 2.30.7 Capital Repairs and Improvements

OGS may from time to time make requests for capital repairs/improvements under \$50,000, and the Contractor shall advance these projects as appropriate. The Contractor's role in advancing such projects shall either be as a construction manager or a general contractor.

1. As a Construction Manager, the Contractor shall be responsible for the entire project from design through construction. The Contractor shall engage architectural/engineering services when necessary to prepare construction documents. They shall also negotiate proposals, enter into contract(s) to advance the construction work, supervise construction, and authorize payments. The actual, fair, reasonable, and necessary projects costs shall be a "pass-through" expense funded by OGS and/or the tenant agency, Consideration for the Contractor's services rendered shall be provided to the Contractor as follows;
  - a. If the Contractor's construction management services described above are provided by an employee already compensated from the established Operating Expense Account, then the Contractor will not receive additional fees,
  - b. If the Contractor's construction management services described above is provided by an employee not already compensated from the established Operating Expense Account, then the Contractor shall receive a project-by-project negotiated fee, not-to-exceed 5% of the total project cost.
2. When the Contractor or a subsidiary of the Contractor performs as a General Contractor (employees performing the work), the Contractor shall prepare a detailed construction estimate and schedule of the requested project, for approval by OGS. Additional compensation for oversight/construction management work in this category will not be provided to the Contractor.
3. Capital improvements may be designed and/or supervised by OGS or its representatives. In such instances the Contractor shall provide full cooperation to OGS and related contractors for no additional fee.

### 2.31 Warranties

Contractor warrants that the services acquired under this Contract will be provided in a professional 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.

### 2.32 Transition plan

(45) days prior to the contract end date, the Contractor will execute a transition plan with the new Contractor taking over providing Integrated Facility Management services at the facility. Upon Office of the New York State Comptroller (OSC) approval of the subsequent contract, the new Contractor, their transition team and appropriate sub-contractors will have access to the facility and all operating systems therein. All Proposer's for this solicitation must submit a plan for this transition as required by Section **Error! Reference source not found.** Bullet # 3 - Transition Plan Submission.

## 3. Proposal Submission

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### 3.1 RFP Questions and Clarifications

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

Roselyn Harper, Contract Management Specialist II  
OGS Division of Financial Administration  
ESP, Corning Tower, 32<sup>nd</sup> Floor  
Albany, NY 12242  
Phone: 1-518-486-4904 Cell : 1-518-867-2751  
E-mail: [roselyn.harper@ogs.ny.gov](mailto:roselyn.harper@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 RFP. The final deadline for submission of any questions/clarifications regarding this RFP is listed in Section 1.5 – Key Events. Questions received after the deadline may not be answered. OGS will post an addendum at <https://ogs.ny.gov/procurement/bid-opportunities> with all questions and responses on or about the date listed in Section 1.5 – Key Events. Any additional addenda will be posted to the same location.

### 3.2 Proposal Format and Content

In order for the State to evaluate bids fairly and completely, Proposers are strongly encouraged to follow the format set forth herein and should provide all of the information requested. All items requested in this submission section should be provided and addressed as clearly as possible. Failure to conform to the stated requirements may necessitate rejection of the bid. RFP Attachment 4 - Proposal Submission Checklist should be completed and submitted with proposal. Proposers should indicate on the Proposal Submission Checklist where each requested item is located in their proposal.

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

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

#### 3.2.1 Technical Proposal

##### 3.2.1.1 COVER LETTER

The cover letter should confirm that the Proposer understands all the terms and conditions contained in this RFP and will comply with all the provisions of this RFP. Further, should the contract be awarded to your company, you would be prepared to begin services on the date indicated in Section 1.5 – Key Events. The cover letter should also include the full contact information of the proposer's representative that OGS shall contact regarding the proposal. A proposer representative authorized to make contractual obligations must sign the cover letter.

##### 3.2.1.2 MINIMUM PROPOSER QUALIFICATIONS

Proposers must submit sufficient information to prove their ability to meet the minimum qualification set forth in Section 1.3.

### **3.2.1.3 PROPOSER'S COMPANY INFORMATION**

Proposers should provide the following:

1. Headquarters/Parent Company locations
2. History of Firm
3. Internet Website Address (if any)
4. Organization Chart of Business Entity
5. Office Locations and Total Number of Employees at each
6. Primary and Secondary Business (core competencies)
7. Client List

### **3.2.1.4 PROPOSER'S EXPERIENCE**

The Proposers should provide the following:

1. An explanation of why their firm is the best qualified to perform the duties defined in this solicitation and demonstrate its qualifications including an item-by-item disclosure outlining how the Proposer meets the requirements of this Solicitation.
2. A description of any specific experience and qualifications in building management and any specific experience it has in building operations and management.
3. A sample (or actual if available) of a Facility Operations Manual containing actual procedures developed, reports generated, forms utilized and other pertinent data that will assist the State to determine the technical merit of the proposer.
4. A detailed description of the qualifications of each subcontractor proposed for each of the Itemized Building Services (Item 2) contracts.

### **3.2.1.5 PLAN OF OPERATION**

Proposers should provide a written Plan of Operation which should include, but not be limited to, the following:

1. In the Proposer's own words, their understanding of the issues and tasks of the Facilities at hand.
2. A detailed description of the methodology to be used by their firm in achieving the objectives and accomplishing the tasks described in this solicitation, with separate and specific reference to each subsection in Section 2 – Statement of Work. This detail should include, but not be limited to providing, specific information containing the following:
  - a. Customer Service Approach;  
What is the Contractor's approach to obtaining optimal results regarding the fulfillment of tenant requests and for measuring the level of tenant satisfaction?
  - b. Indicate the anticipated breakdown of work to be performed directly by Contractor's onsite staff, and the specific work to be subcontracted. Specifically, identify your intended plan for each and every service.
  - c. What are the latest technologies and equipment that you propose to utilize to meet the requirements of this contract?
  - d. What is your plan for providing Itemized Services, utilizing in-house staff and use of subcontractors?
    - i. For the building service category as described in Section 2.1.2 - Services,

describe your proposed method of delivering these services, including labor, materials and equipment, broken down by in-house vs. subcontract providers.

- ii. Name of the firm intended to provide the service. Your experience with the intended firm.
- iii. Name, phone number and email address of the firm's primary contact regarding the arrangement.

e. Equipment

List the specific equipment that will be utilized to complement and/or augment the equipment provided by OGS to be utilized at the facility during the term of this contract. Provide a complete inventory that will be stored at the facility.

f. Suppliers

List the sources of supplies and materials that will be utilized to support all aspects of building operations at the facility.

g. Recordkeeping and Reporting (Refer to Section 2.13 – Record Keeping and Reporting Requirements)

Describe who will be responsible for all administrative duties, including submission of all required monthly reports to OGS as per Section 2.13.

3. Transition Plan

The Proposer should provide two written Transition Plans, the On-Boarding Transition Plan and the Term-Transition Plan. (Refer to Section 2.29 – Transition)

Both transition plans shall include:

- a. The makeup of the transition team.
- b. A schedule of milestones/deliverables for the successful transition of all building services
  - i. On-Boarding Transition Plan  
Describe how your firm plans to take responsibility for the management of the facility. Be as detailed as possible.
  - ii. Term-Transition Plan  
Describe how your firm would transfer knowledge of the integrated facility management and operations to the next Contractor. Be as detailed as possible.

**3.2.1.6 STAFFING PLAN**

Except for the minimum staffing requirements as stated in Section 2.4 the staffing plan format and specific content is left up to the discretion of the Proposer. However, please note that the submitted Staffing Plan will be used by OGS to help evaluate the Contractor's qualifications and ability to meet the requirements of this RFP

- 1. The Proposer should provide details of how they intend to meet the requirements set forth in Section 2.4 - Staffing
- 2. The Proposer should provide proof that their proposed Engineers meet the requirements set forth in Section 2.4.1 – Engineer Minimum Requirements.
- 3. The Proposer should provide:
  - a. A plan of approach to the assignment of in-house staff services described in this RFP.

- b. A detailed plan to cover all shifts of on-site personnel in the case of an absence (i.e., illness, personal day or vacations), broken down by full-time and part-time employees and how you project work schedules and shifts against the requirements of this RFP.
- 4. The Proposer should provide:
  - a. The size and experience of the corporate staff pool from which staff assigned to the management contract can be drawn.
  - b. The skill level of staff to be assigned and dedicated to this contract. Identified staff should have direct building operations and maintenance related experience.
  - c. Corporate Support of On-Site Personnel
    - What will be the specific duties of the on-site personnel?
    - What type of corporate support will be provided?
  - d. The composition of the staff/team the Proposer shall dedicate to the facility including:
    - Their function in the contractor, title, role in this contract and number of years' service with the Proposer.
    - Detailed resumes for the specific individuals designated to work on this contract, specifying educational and work experiences deemed relevant to the type of work to be undertaken.
    - The name of the person or persons designated as the on-site Facility Manager(s) that will be responsible for the day-to-day coordination between tenant representatives and work efforts of on-site employees as well as subcontractors, for the facility. In addition, provide the name of the corporate representative/Facility Manager's supervisor who will be responsible for the Facility Manager(s) performance. Indicate corporate representative's availability to OGS if needed to resolve issues. Information to be provided regarding the Facility Manager and his/her supervisor must include:
      - (a) Contact information, complete resume
      - (b) Length of career in providing Building Management Services
      - (c) Professional designations
      - (d) Number and size of buildings managed in the last (3) years
  - e. The name of the person or persons designated as the on-site Chief Engineer/Building manager that will be responsible for the overall management and supervision of all building mechanical and electrical systems, for the building.  
 Information to be provided regarding the on-site Engineer and his/her supervisor shall include:
    - Contact information, complete resume
    - Length of career in providing Building Engineering Services
    - Professional designations
    - Number and size of buildings managed in the last three years

### **3.2.1.7 REFERENCES**

Proposer should provide the following reference data for each of the facilities they currently operate, maintain, and manage including those identified per Section 1.3 – Minimum Proposer



Qualifications, by the Proposer/Proposer's company. OGS may contact the references at its option. The reference data must include:

1. The type/usage of building
2. The building's interior gross square footage
3. Contract term/duration
4. Building owner/contract client name
5. Client contact person
6. Contact person's title, address, telephone number, and email

### **3.2.1.8 BONDING REQUIREMENTS**

With bid submission, without expense to NYS, the Proposer shall provide evidence of bendability in the sum of \$500,000.00. See Section 5.7

### **3.2.2 Cost Proposal**

Proposer must submit a completed Cost Proposal Form (RFP Attachment 1a and/or 1b) in a separately sealed package within the proposal submission and must be clearly identified as the Cost Proposal. Each item must be complete with no lines omitted. Proposer shall not provide alternative pricing or deviate from the Cost Proposal Form format. Alternative pricing methodologies will not be considered and may result in the rejection of the proposal.

### **3.2.3 Administrative Proposal**

1. All required completed forms from RFP Appendix B.
2. RFP Attachment 4 - Proposal Submission Checklist
3. **MWBE.** This procurement includes MWBE participation goals of which all proposers must comply with. Refer to Appendix E of this solicitation for specific details pertaining to this procurement opportunity. The New York State Contract System includes an MWBE Directory that can be utilized to find certified MWBE businesses to meet this requirement. (<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687> )
4. **SDVOB.** This procurement includes SDVOB participation goals of which all proposers must comply with. Refer to Appendix F of this solicitation for specific details pertaining to this procurement opportunity.
5. Signed bid addenda (if any)
6. Insurance – Proposers are reminded of the insurance requirements as described in RFP Appendix D. The selected Proposer will be required to provide all necessary documentation upon notification of selection.
7. Vendor Responsibility - Proposers are reminded of the requirement as described in Section A, and are requested to complete the online questionnaire located on the OSC VendRep System website prior to bid submission. If the vendor has previously certified responsibility online, it shall ensure that the VRQ was recertified in the last 6 months.
8. Document Consistency - An award will only be made to the entity which has submitted bid. All submitted documents must be consistent with official name of bidding entity, FEIN and NYS Vendor ID number.

### 3.3 Proposal Preparation

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

### 3.4 Packaging of RFP Response

The Technical, Cost, and Administrative proposals (Refer to Section 3.2) should be separated and identified within the submission package as follows:

1. Three originals of the Cost Proposal Form (RFP Attachment 1a, 1b, or both)
2. Three originals of the Technical Submission (See Section 3.2 - Proposal Format and Content)
3. Three originals of the Administrative Submission

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

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

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

1. Proposer 's complete name and address
2. Solicitation Number – 2392
3. Proposal Due Date and Time: (as indicated in Section 1.5 - Key Events)
4. Proposal for Integrated Facility Management Services at the Shirley Chisholm State Office Building

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

### 3.5 Instructions for Bid Submission

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

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

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

OGS Financial Administration, Agency Procurement Office  
32<sup>nd</sup> Floor, Corning Tower Bldg., Empire State Plaza  
Albany, NY 12242  
Attn: Roselyn Harper, Contract Management Specialist II  
RFP #2392

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

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

Proposals must be received in the above office on or before 2:00 PM on the date indicated in Section 1.5 - Key Events. Proposers assume all risks for timely, properly submitted deliveries. Proposers mailing their bid must allow sufficient mail delivery time to ensure receipt of their bid at the specified location no later than the specified date and time.

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

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

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

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

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

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

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

Visitor parking information can be viewed at the following OGS web site:  
<https://empirestateplaza.ny.gov/parking>

## 4. Evaluation and Selection Process

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### 4.1 Proposal Evaluation

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

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

Key personnel from the Proposers submitting responsive proposals may be required to attend an interview with the Technical Evaluation Team. This is not an opportunity to introduce supplemental submission information. Rather, the Proposer may be requested to make a presentation covering the major points of its submitted proposal. The Technical Evaluation Team will ask questions related to the technical scope of the proposal. The interview will be held on a date and time to be designated by OGS. Information learned during the interview will be considered in the technical scoring. In addition to key corporate personnel being present for such interview, OGS requests the presence of key on-site personnel. OGS personnel conducting the interview will not inquire about any cost components of proposals and interviewees must not offer any information regarding cost components of their proposals. Any mention of cost components of proposal may result in rejection of proposal.

The committee will subsequently evaluate each responsive proposal for items a–c listed below.

For Item d, 3.5% of possible technical evaluation points will be awarded if proper certification declaring MWBE, SDVOB and/or Small Business criteria is met.

OGS Division of Financial Administration will evaluate all cost proposals from responsive Proposers. The cost proposal with the lowest grand total will be awarded the maximum possible points, (refer to item e listed below). Each subsequent proposal will receive a proportionate number of points. Each of the cost proposal points will be added to the score from the Evaluation Team for items a-d.

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

- a. PROPOSER EXPERIENCE (20%)**  
Each Proposal will be evaluated as to the quality of its relevant experience and length of service in the industry, demonstrating its ability to perform the required services.
- b. PLAN OF OPERATION (21.5%)**  
Each Proposal will be evaluated as to the completeness of and the extent to which the operational plan meets the goals and requirements of the Solicitation.
- c. STAFFING PLAN (25%)**  
Each Proposal will be evaluated based on the staffing plan and the qualifications of the proposed staff.
- d. MWBE, SDVOB or SBE Status (3.5%)**
  - 1. The Proposer is a New York State Certified Minority-Owned Business **or**
  - 2. The Proposer is a New York State Certified Women-Owned Business **or**
  - 3. The Proposer is a New York State Certified Service- Disabled Veteran-Owned Business **or**
  - 4. The Proposer is a Small Business as defined in Executive Law Section 310(20)

Proposers that are a New York certified Minority and Women-owned Business, a New York certified Service-Disabled Veteran-Owned Business or a New York State Small Business will receive an additional 3.5% for such status.

**Note: Although a Proposer may meet more than one criteria, credit is to be awarded for only one category, not multiple categories.**

**e. CONTRACT COST**

**(30%)**

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

## **4.2 Notification of Award**

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

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

## 5. Administrative Information

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### 5.1 Issuing Office

This solicitation is being released by the New York State Office of General Services Division of Financial Administration on behalf of the Office of General Services Real Property and Facilities Management (RP&FM).

### 5.2 Method of Contract Award

A single award shall be made to the responsive and responsible Proposer receiving the highest point total using the evaluation criteria stated in Section 4.1 – Proposal Evaluation.

Upon determination of the best value proposal, a contract, between OGS and the successful Proposer, will be delivered to the successful Proposer for signature and shall be returned to the Issuing Office for all necessary State approvals. Upon final approval, a completely executed contract will be delivered to the Contractor.

The Grand Total bid amount of the selected Contractor shall be used to establish the contract value. The established contract value shall not be exceeded.

### 5.3 Term of Contract

This contract will commence upon approval by the Office of the New York State Comptroller (OSC). The Contractor will assume full on-site contract services December 1, 2021. It is anticipated that the Contractor will conduct planning and transitional activities during the interim period. The contract shall be in effect through midnight, November 30, 2026.

### 5.4 Price

Proposer shall base all pricing on full occupancy of the facility. Pricing is required for each item within the facility for the bid to be considered for evaluation and must be submitted using RFP Attachment 1 – Cost Proposal, marked "Cost Proposal Form." Any additions, incompleteness, altering qualifiers, assumptions or clarifications to the cost proposal form will result in rejection. (refer to Section 5.8 - Exceptions and Extraneous Terms)

The following descriptions are provided as a guideline of where OGS would expect proposers to include specific costs. However, proposers should consider the amounts provided in Item 3, and ensure that their prices bid in Items 1 and 2 are sufficient and inclusive of all associated costs. Pricing will be represented in accordance with the cost proposal form(s) consisting of the following items:

#### 1. Item 1. Administrative Services

This category includes, but is not limited to, items listed in Section 2.1.2 – Services, # 1. Administrative.

Proposers shall provide an annual lump sum price for the Administrative Services.

#### 2. Item 2: Itemized Building Services

This category includes items listed in Section 2.1.2 – Services, #2. Itemized Building Services.

Prices bid for Item 2 services for each service category shall be an **annual 'not to exceed' amount.**

#### 3. Item 3: General Repairs, Supplies and Services

This category includes items listed in Section 2.1.2 – Services, #3. General Repairs, supplies, services, or other items not considered in Items 1 or 2.

Proposer will not provide a bid for this item. Based on historical data, OGS has valued the general repairs, supplies and services categories for the building. Ten percent has been added to the average historical expenditures as a contingency. Any individual annual allocated amount shall not be exceeded without prior OGS written approval. **Item 3 expenditures shall not exceed the total annual allocated Item 3 amount.**

**Note: All pricing is fixed for year 1. Subsequent years' pricing may be adjusted in accordance with Section 5.5 – Price Adjustment (Escalation / De-escalation) Clause below.**

#### **5.4.1 Contract Value**

The total of Items 1 through 3 above will be added together to form a total proposed cost for the facility.

The total proposed cost of the awarded Contractor will be used by OGS in establishing the total contract value. The total contract value shall not be exceeded without formal written approval by the Office of the State Comptroller (OSC). The Contractor is cautioned to monitor the expenses against the total contract value as such approval may not be granted.

If the Proposer 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 RFP Attachment 1a, 1b or both, the percentage of discount and the specific number of days within which the payment must be made for the discount to apply. If Proposer 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.

#### **5.5 Price Adjustment (Escalation / De-escalation)**

Price adjustments would apply to Item 1, each sub-item within Item 2, and Item 3. The Contractor is to submit a bid that will be fixed for one (1) year only. On each anniversary date of the contract, the Contractor may be granted an increase or decrease in their bid, dependent upon fluctuations in the Consumer Price Index for All Items, New York-Northern NJ-Long Island, NY-NJ-CT-PA, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Visit their website at <https://www.bls.gov/>.

The 'base' month for determining adjustments will be the third month prior to the start date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month CPI for each applicable year and will become effective in the anniversary month. For example, if the contract is awarded in September 2020, the 'base' month will be June. If the contract allows for an adjustment after the first year, it would be based on the difference between the June 2020 CPI and the June 2021 CPI and become effective in September 2021. If the contract price is fixed for (3) years and allows an escalation thereafter, it would be based on the difference between the June 2023 CPI and the June 2024 CPI and become effective September 2024.

The Consumer Price Index is published around the middle of each month for the prior month (i.e. the January figure is not published until mid-February). The Contractor has the sole responsibility to request, in writing, a rate adjustment. This request must be received at the below address within (3) months of the base month. As long as the request is submitted and received within the required time frame, the adjustment will be processed using the base month Consumer Price Index. Once approved, the Contractor will be notified in writing. Contractor shall not submit revised invoices until such notification, at which point an invoice may be submitted for any retroactive difference owed.

Requests should be sent to the primary designated contact or mailed to:

NYS Office of General Services  
Financial Administration, Agency Procurement Office

32<sup>nd</sup> Floor, Corning Tower, Empire State Plaza,  
Albany, New York 12242.

Should a Contractor fail to submit their request, to the proper location, within (3) months of the applicable base month date, the Contractor shall be deemed to have waived their right to any increase in price, but the State shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

## 5.6 Method of Payment

This contract shall be funded (2) times per year for a (5) year term. Contractor shall withdraw funds from the Operating Expense Account (refer to Section 2.15.3 – Operating Expense Account) for all expenses pursuant to the following:

1. Item 1: Administrative

The Annual Property Management Fee is to be withdrawn in (12) equal monthly installments, for each year of the contract.

2. Item 2: Itemized Building Services

Upon approval by OGS, the Contractor shall withdraw from the Operating Expense Account on an as-needed basis. Payments for services within this category shall not exceed the bid amounts for each item at the facility.

3. Item 3: General Repairs, Supplies and Services

Upon approval by OGS, the Contractor shall withdraw from the Operating Expense Account on an as-needed basis for all appropriate expenses for general repairs, supplies and services.

## 5.7 Bonding Requirements

**With bid submission**, without expense to NYS, the proposer shall provide evidence of bendability in the sum of \$500,000.00.

**Prior to actual performance under this contract**, without expense to NYS, the Contractor shall supply a \$500,000 Surety Bond or Irrevocable Letter of Credit to OGS in a form satisfactory to OGS, conditioned upon the faithful performance of this contract in accord with the intent and purpose thereof, and guaranteeing payment to the State of New York by the Contractor of all monies due to New York State or due to others on behalf of the State of New York pursuant to the terms of this contract. The bond or letter of credit must remain in effect for the duration of the contract term.

## 5.8 Exceptions and Extraneous Terms

The Issuing Office will consider all requests to waive any solicitation requirement. The Term “solicitation requirement” as used herein shall include any and all terms and conditions included in the solicitation documents. Proposers 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.

Proposers wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the 'Questions Due Date' as identified in **Section 1.5 - Key Events**. The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either with the 'Answers to Questions' as identified in Key Events (if the response results in a change to the RFP), or directly to the requesting vendor.



## **5.9 Dispute Resolution**

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

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

## **5.10 Examination of Contract Documents**

1. Each Proposer is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.
2. Each Proposer shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the State as an excuse for any failure or omission on the part of the Proposer to fulfill every detail of all the requirements of the documents governing the work. The Proposer, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such proposer might have fully informed itself prior to bidding.
3. Any Proposer in doubt as to the true meaning of any part of the specification or the proposed contract documents shall submit to Roselyn Harper, Division of Financial Administration, 32nd Floor, Corning Tower Building, Empire State Plaza, Albany, New York 12242 e-mail: [roselyn.harper@ogs.ny.gov](mailto:roselyn.harper@ogs.ny.gov) a written request for an interpretation thereof. If a major change is involved to which all proposers must be informed, such request for interpretation shall be delivered, in writing, no later than the question due date listed in Section 1.5 - Key Events. Any interpretation of the proposed documents will be made only by an addendum duly issued. A copy of such addendum will be e-mailed to proposers who have registered Intent to Submit a Proposal.
4. Any addendum issued prior to the proposal due date must be acknowledged by signature, dated and be submitted as part of the Administrative Proposal. In awarding a contract, any addenda will become a part thereof.
5. Any verbal information obtained from, or statements made by, representatives of the Commissioner of General Services at the time of examination of the documents, pre-bid conference, or site visit shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, to all Proposers shall become a part of the contract.

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

Appendix A — Standard Clauses for New York State Contracts, dated October 2019, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. Appendix A is a separate document to this RFP and shall be retained for reference by the proposer.

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

1. Appendix A (dated October 2019)
2. Contract Agreement
3. Solicitation Number 2392 (This Document) Including any Addenda
4. Selected Contractor's Proposal

## **5.12 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.

## **5.13 Procurement Lobbying Requirement**

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS and an Offerer/Proposer during the procurement process. An Offerer/Proposer is restricted from making contacts from the earliest notice of intent to solicit offers/proposals 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 of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Proposer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer/Proposer is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: <http://www.ogs.ny.gov/acpl/>

## **5.14 Tax and Finance Clause**

TAX LAW § 5-A:

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

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

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

[http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)

Form ST-220-CA must be filed with the proposal 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

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

[http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)

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 Contractor's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.nystax.gov>

## **5.15 Freedom of Information Law / Trade Secrets**

During the evaluation process, the content of each proposal/proposal will be held in confidence and details of any proposal/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 PROPOSAL/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 PROPOSAL/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.

## **5.16 General Requirements**

- a. The Proposer agrees to adhere to all State and Federal laws and regulations in connection with the contract.
- b. The Proposer agrees to notify OGS of any changes in the legal status or principal ownership of the firm, forty-five (45) days in advance of said change.
- c. The Proposer agrees that in any contract resulting from this RFP it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
- d. The Proposer agrees that any contract resulting from this RFP may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of OGS.
- e. For reasons of safety and public policy, in any contract resulting from this RFP, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
- f. For purposes of any contract resulting from this RFP, the State will not be liable for any expense incurred by the Contractor or any subcontractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- g. OGS interpretation of specifications shall be final and binding upon the Contractor.
- h. The Commissioner of OGS will make no allowance or concession to the Proposer for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- i. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Proposer has based its bid on the more expensive option. Final decision will rest with OGS.

- j. INSPECTION – For purposes of any contract resulting from this RFP the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, 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.
- k. STOP WORK ORDER – OGS reserves the right to stop the work covered by this RFP and any contract(s) resulting there from at any time that it is deemed the 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 (10) working days to respond thereto before any such stop work order shall become effective. Provided, however, that if an emergency situation exists, as reasonably determined by OGS, then the stop work order shall be effective immediately.
- l. OGS reserves the right to reject and bar from the facility any employee hired by the Contractor.

## **5.17 Subcontractors**

The State will contract only with the successful Proposer who is the Prime Contractor. OGS considers the Prime Contractor, the sole Contractor with regard to all provisions of the solicitation and the contract resulting from the solicitation. When bidding, any known / planned use of subcontractors must be disclosed in detail with bid submission. All subcontractors must adhere to established building specific security procedures. If subcontractors are to be used for Additional Services, they will be subject to the process identified in Section 2.27.1 – General Repairs, Supplies, and Service Thresholds.

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 any employee or subcontractor/subcontractor's employee(s) who carry out any of the provisions of any contract resulting from this solicitation.

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 Executive Director of RP&FM or his/her designated representative 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 Executive Director of RP&FM may require concerning the proposed subcontractor's ability and qualifications.

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.

## **5.18 Procurement Rights**

The State of New York reserves the right to:

- a. Reject any and all proposals received in response to this Solicitation.
- b. Disqualify a Proposer from receiving the award if the Proposer, or anyone in the Proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

- c. Correct Proposers' mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the Proposer.
- d. Adjust any Proposer's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Proposer will cause the State to incur additional costs.
- e. Utilize any and all ideas submitted in the proposals received.
- f. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
- g. 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.
- h. Waive any non-material requirement not met by all Proposers.
- i. Not make an award from this Solicitation.
- j. Make an award under this Solicitation in whole or in part.
- k. Make multiple contract awards pursuant to the Solicitation.
- l. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
- m. Seek clarifications of proposals.
- n. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the IFB/RFP.
- o. Prior to the bid opening, amend the IFB/RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- p. Waive any requirements that are not material.
- q. 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.
- r. **Please Note:** The State is not liable for any cost incurred by a Proposer in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

## 5.19 Extent of Services

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

## 5.20 Debriefings

Proposers will be accorded fair and equal treatment with respect to their opportunity for debriefing. Prior to 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 Proposer 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 Proposer was not selected for award. Requests should be submitted in writing to a designated contact identified in the Solicitation.

## 5.21 Termination

### A. Termination

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

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

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

#### **B. Procurement Lobbying Termination**

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

#### **C. Effect of Termination**

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

### **5.22 NYS Standard Vendor Responsibility Questionnaire**

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

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

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

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

The 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.

### **5.23 Ethics Compliance**

All proposers/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.

### **5.24 Indemnification**

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

### **5.25 Appendices and Exhibits**

The Proposer'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 proposer is responsible for adhering to all requirements of the appendices and exhibits.

## **5.26 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.

## **5.27 Encouraging Use of NYS 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, Proposers/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.

Proposers/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, Proposers/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 Proposers/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.

## **5.28 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.

## **5.29 Sexual Harassment Prevention**

Pursuant to N.Y. State Finance Law § 139-I, 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 – NYS Required Certifications, which Bidder must submit with its bid

### **5.30 Employee Information To Be Reported By Certain Consultant Contractors**

Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning contract employees working under State agency service and consulting contracts. State agency consultant contracts are defined as “contracts entered into by a state agency for *analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal, or similar services*” (“covered consultant contract” or “covered consultant services”). The amendments also require that certain contract employee information be provided to the state agency awarding such contracts, the Office of the State Comptroller (OSC), the Division of the Budget and the Department of Civil Service (CS). The effective date of these amendments is June 19, 2006. The requirements will apply to covered contracts awarded on and after such date.

To meet these new requirements, the Contractor agrees to complete:

Form A - the Contractor’s Planned Employment Form upon bid/quote submittal.

Form B - the Contractor’s Annual Employment Report throughout the term of the Contract by May 1<sup>st</sup> of each year. The following information must be reported:

**For each covered consultant contract in effect at any time between the preceding April 1<sup>st</sup> through March 31<sup>st</sup> fiscal year or for the period of time such contract was in effect during such prior State fiscal year:**

- 1. Total number of employees employed to provide the consultant services, by employment category.**
- 2. Total number of hours worked by such employees.**
- 3. Total compensation paid to all employees that performed consultant services under such Contract.\***

(Information must be reported on the Contractor’s Annual Employment Report (Form B) or other format stipulated by OGS.)

**\*NOTE: The information to be reported is applicable only to those employees who are directly providing services or directly performing covered consultant services. However, such information shall also be provided relative to employees of Subcontractors who perform any part of the service contract or any part of the covered consultant contract. This information does not have to be collected and reported in circumstances where there is ancillary involvement of an employee in a clerical, support, organizational or other administrative capacity.**

Contractor agrees to simultaneously report such information via Form B to the Department of Civil Service, the Office of the State Comptroller and the Office of General Services as designated below:

Department of Civil Service  
Alfred E. Smith Office Building  
Albany, NY 12239

NYS Office of the State Comptroller  
Bureau of Contracts  
110 State St, 11<sup>th</sup> floor  
Albany, NY 12236  
Attn: Consultant Reporting

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

Contractor is advised herein and understands that this information is available for public inspection and copying pursuant to §87 of the New York State Public Officers Law (Freedom of Information Law). In the event individual employee names or social security numbers are set forth on a document, the state agency making such disclosure is obligated to redact both the name and social security number prior to disclosure.

# **RFP 2392**

## **Appendix A**

## **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, licensor, 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](mailto:opa@esd.ny.gov)

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

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

The Omnibus Procurement Act of 1992 (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.

# **RFP 2392**

## **Appendix B**

## **Solicitation**

### Appendix B – Required Forms

## Required Forms – Table of Contents

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

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

## 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

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

STATE OF \_\_\_\_\_ )

SS.: \_\_\_\_\_

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

\_\_\_\_\_

**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)

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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**

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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**

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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**

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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**

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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**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## NYS Department of Taxation and Finance - FORMS

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



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

(4/15)

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

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

**General information**

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

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

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

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

Mail completed form to:

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

**Privacy notification**

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

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

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

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

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

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

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

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

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

**Section 1 – Contractor registration status**

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

**Section 2 – Affiliate registration status**

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

**Section 3 – Subcontractor registration status**

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

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

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

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

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

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

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

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

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

STATE OF                    }  
                                  :                   SS.:  
COUNTY OF                }

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

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

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

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

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

**Contractor Certification to Covered Agency**

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

**ST-220-CA**

(12/11)

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

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

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

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

(Mark an X in only one box)

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

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

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

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

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

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

## Instructions

### General information

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

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

### When to complete this form

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

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

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

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

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

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

Town of \_\_\_\_\_,

County of \_\_\_\_\_,

State of \_\_\_\_\_; and further that:

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

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

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

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

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

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

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

**Privacy notification**

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

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

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

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

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

**Need help?**



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

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



**Telephone assistance**

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

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

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



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



## EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

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

### Instructions for completing:

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

### RACE/ETHNIC IDENTIFICATION

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

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

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

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

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

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





## EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

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

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

Enter the total number of employees for each classification:

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

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





**Office of  
General Services**

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

## **Commodities and Services**

Submit Completed Plan with your bid To:

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

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

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

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

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

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



Office of  
General Services

Office of Minority and Women-Owned  
Business Enterprises

## Commodities and Services

Submit Completed Plan with your bid To:

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

# MWBE UTILIZATION PLAN

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

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

### BIDDER/CONTRACTOR INFORMATION

#### MWBE Goals In Contract

Bidder/Contractor Name:

NYS Vendor ID:

MBE %

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

WBE %

Bidder/Contractor Telephone Number:

Contract Work Location/Region:

Contract Description/Title:

### CONTRACTOR INFORMATION

Prepared by (Signature):

Name and Title of Preparer:

Telephone Number:

Date:

Email Address:

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

MWBE Subcontractor/Supplier Name:

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

Please identify the person you contacted:

Federal Identification No.:

Telephone No.:

Address:

Email Address:

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

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

MWBE Subcontractor/Supplier Name:

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

Please identify the person you contacted:

Federal Identification No.:

Telephone No.:

Address:

Email Address:

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

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

### FOR OGS MWBE USE ONLY

OGS MWBE Authorized Signature:

☐ Accepted

☐ Accepted as Noted

☐ Notice of Deficiency

NAME (Please Print):

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

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

Date Received:

Date Processed:

Comments:

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

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

# ADDITIONAL SHEET

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

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

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

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

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

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



## SDVOB UTILIZATION PLAN

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

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

### BIDDER/CONTRACTOR INFORMATION

### SDVOB Goals In Contract

Bidder/Contractor Name:

NYS Vendor ID:

%

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

Bidder/Contractor Telephone Number:

Contract Work Location/Region:

Contract Description/Title:

### CONTRACTOR INFORMATION

Prepared by (Signature):

Name and Title of Preparer:

Telephone Number:

Date:

Email Address:

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

SDVOB Subcontractor/Supplier Name:

Please identify the person you contacted:

Federal Identification No.:

Telephone No.:

Address:

Email Address:

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

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

SDVOB Subcontractor/Supplier Name:

Please identify the person you contacted:

Federal Identification No.:

Telephone No.:

Address:

Email Address:

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

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

### FOR OGS USE ONLY

OGS Authorized Signature:

☐ 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

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

## Employee Information To Be Reported By Certain Consultant Contractors

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### 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](http://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 1<sup>st</sup> of each year for each consultant contract in effect at any time between the preceding April 1<sup>st</sup> through March 31<sup>st</sup> 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](http://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.

**OSC Use Only:**

Reporting Code:

Category Code:

Date Contract Approved:

**FORM A****State Consultant Services - Contractor's Planned Employment  
From Contract Start Date Through The End Of The Contract Term**

State Agency Name:

Agency Code:

Contractor Name:

Contract Number:

Contract Start Date:    /    /

Contract End Date:    /    /

O*Net Employment Category (see O*Net on-line at <a href="http://online.onetcenter.org">online.onetcenter.org</a> )	Number of Employees	Number of hours to be worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature:

Date Prepared:    /    /

(Use additional pages, if necessary)

Page    of

**State Consultant Services**  
**Contractor's Annual Employment Report**  
**Report Period: April 1,            to March 31,**

Contracting State Agency Name: Agency Code:  
 Contract Number:  
 Contract Term: / / to / /  
 Contractor Name:  
 Contractor Address:  
 Description of Services Being Provided:

**Scope of Contract (Choose one that best fits):**

Analysis ☐ Evaluation ☐ Research ☐ Training ☐  
Data Processing ☐ Computer Programming ☐ Other IT consulting ☐  
Engineering ☐ Architect Services ☐ Surveying ☐ Environmental Services ☐  
Health Services ☐ Mental Health Services ☐  
Accounting ☐ Auditing ☐ Paralegal ☐ Legal ☐ Other Consulting ☐

O*Net Employment Category (see O*Net on-line at <a href="http://online.onetcenter.org">online.onetcenter.org</a> )	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report:

Preparer's Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Phone #: \_\_\_\_\_

Date Prepared:     /     /

Use additional pages if necessary)

Page of



# **RFP 2392**

## **Appendix C**

# **Appendix C**

## **Sample Contract**

### **Solicitation No. 2392**

**STATE OF NEW YORK  
OFFICE OF GENERAL SERVICES  
AGREEMENT FOR  
INTEGRATED FACILITY MANAGEMENT  
AT THE SHIRLEY A. CHISHOLM STATE OFFICE BLDG.  
IN NEW YORK, NY  
WITH  
(CONTRACTOR)  
CONTRACT #OGS1-C00XXXX-1140000**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2021 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 \_\_\_\_\_.

**WITNESSETH:**

**WHEREAS**, the OGS is responsible for the Integrated Facility Management at the Shirley A. Chisholm State Office Building located at 55 Hanson Place, Brooklyn, NY (hereinafter the "State Office Building") and in fulfilling its responsibility deems it necessary to obtain building management services therefore, and

**WHEREAS**, OGS has determined after having solicited proposals from proposers willing to supply these services, that the Contractor submitted the proposal affording the State the best value for such services and that the Contractor possesses the necessary capacity, experience and expertise for provision of building management services, and that Contractor is ready, willing and able to perform such services on the terms hereinafter set forth.

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

**1. CONSIDERATION**

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

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

## **2. TERM**

This Agreement shall commence November 14, 2021 and will be in effect for five (5) years unless sooner terminated as herein specified.

## **3. SERVICES**

The Contractor agrees to perform this Agreement and to furnish the services, labor and materials required in connection therewith in accordance with all the specifications, conditions, covenants and representations contained in the Request for Proposal No. 2392, 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 solicitation in the event of the awarded Bidder's failure to comply with any of the proposal's requirements unless the awarded Bidder obtained a waiver of the requirement.

In addition, OGS may also terminate any contract resulting from this solicitation upon ten 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 solicitation, 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 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.

## **5. RECORDS**

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

## **6. TAXES**

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

## **7. INDEPENDENT CONTRACTOR**

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

## **8. APPENDIX A**

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

## **9. ASSIGNMENT**

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

## **10. LAW**

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

## **11. CONDITIONS PRECEDENT**

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

## **12. ENTIRE AGREEMENT**

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

## **13. EXECUTORY CLAUSE**

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

#### **14. INCONSISTENCIES**

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

1. Appendix A
2. This Contract Agreement
3. Appendix B – Solicitation #2392 including Addenda
4. Appendix C – Contractor's Bid

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

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

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

#### **16. ASSIGNMENT BY STATE**

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

#### **17. NOTICES**

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

#### **18. CAPTIONS**

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

## **19. SEVERABILITY**

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

## **20. CONTRACTOR RESPONSIBILITY**

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

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

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

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

**CONTRACT NO. OGS01-C00XXXX-1140000**

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

**Agency Certification**

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

**(Company Name)**

**THE PEOPLE OF THE STATE OF NEW YORK**

By: \_\_\_\_\_  
Name:  
Title:  
Federal I.D. No.:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**APPROVED AS TO FORM**

**APPROVED**

Attorney General

State Comptroller

**STATE OF**

)

**SS.:**

**COUNTY OF**

)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , before me personally came

\_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

**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**

### **Request for Proposal**

SAMPLE

# **Sample Contract**

## **Appendix C**

### **Contractor's Proposal**

SAMPLE

# **RFP 2392**

## **Appendix D**

## Appendix D – Insurance Requirements

## Insurance Requirements

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

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

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

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

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

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

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

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

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

**3. Certificates of Insurance/Notices.** Bidders and Contractors shall provide OGS with a Certificate or Certificates of Insurance, in a form satisfactory to OGS as detailed below, and pursuant to the timelines set forth in Section B below. Certificates shall reference the Solicitation or award number and shall name **The New York State Office of General Services, Agency Procurement Office, 32<sup>nd</sup> Floor, Corning Tower, Empire State Plaza, Albany, New York 12242** as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to OGS and in accordance with the New York State Insurance Law (e.g., an ACORD certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
- 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 for on-going and completed operations naming as additional insured (via ISO form CG 20 10 04 13 or CG 20 38 04 13 and CG 20 37 04 13 and form CA 20 48 10



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

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

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

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

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

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

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

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

## B. Insurance Requirements

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

Insurance Type		Proof of Coverage is Due
<b>Commercial General Liability</b>	\$5,000,000 each occurrence	Upon notification of tentative award and updated in accordance with Contract
General Aggregate	\$10,000,000	
Products – Completed Operations Aggregate	\$5,000,000	
Personal and Advertising Injury	\$1,000,000	
Medical Expenses Limit	\$5,000	
<b>Crime Insurance</b>	\$2,000,000	
<b>Data Breach/Network and Privacy/Cyber Insurance</b>	\$2,000,000 each occurrence	
<b>Professional Error &amp; Omissions</b>	\$2,000,000	
<b>Employee Practices Liability</b>	\$5,000,000	
<b>Business Automobile Liability Insurance</b>	\$2,000,000 each occurrence	
<b>Workers' Compensation</b>		
<b>Disability Benefits</b>		

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

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

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

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

- Premises liability arising from operations;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under the Contract;
- Cross liability for additional insureds; and

- Products/completed operations for a term of no less than one (1) year, commencing upon acceptance of the work, as required by the Contract.

**2. Crime Insurance (Employee Dishonesty):** If performance under this Contract shall require work on State property, the Contractor shall maintain, during the term of the Contract, Crime Insurance on a “loss sustained form” or “loss discovered form,” and coverage must include the following:

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

**3. Data Breach/Network and Privacy/Cyber Insurance:** Contractors are required to maintain during the term of any Contract resulting from this Solicitation and as otherwise required herein, Network, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information and failure of the security of the Contractor’s computer systems or OGS’ systems due to the actions of the Contractor which results in unauthorized access to OGS or their data. Said insurance shall provide coverage for damages arising from, but not limited to the following:

- Breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information;
- Personally identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or non-electronic form);
- Privacy notification costs, breach response sublimit should be at least 50% of the liability limit;
- Regulatory defense and penalties;
- Website media liability;
- Cyber theft of customer’s property, including but not limited to money and securities; and
- Computer network systems attacks;
- Denial or loss of service;
- Introduction, implantation or spread of malicious software code; and
- Unauthorized access and use of computer systems.

If the policy is written on a claims made basis, the Contractor must submit to OGS an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period (“tail coverage”) providing coverage for no less than one (1) year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable. An appropriate endorsement

amending the Insured vs. Insured exclusion (if applicable) must be evidenced, so as not to impede a claim by OGS.

**4. Professional Error & Omissions:** If providing professional occupation job titles, the Contractor shall maintain Professional Liability insurance.

- Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services.
- Such insurance shall cover broad areas, including but not limited to: defamation, invasion of privacy, infringement of copyright, and plagiarism.
- If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than three years from the time work under this Contract is completed. Written proof of this extended reporting period must be provided to OGS prior to the policy's expiration or cancellation.
- The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

**5. Employers' Liability Insurance:** Such insurance shall be written on a per occurrence basis for third party liability arising from injury or disease, fatality, or injury to employees resulting from workplace conditions or practices.

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

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

## **7. Workers' Compensation Insurance and Disability Benefits Requirements**

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid or any contract renewal. A Bidder will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to OGS.** Proof of workers'

compensation and disability benefits coverage, or proof of exemption must be submitted to OGS at the time of notification of tentative award, policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

Proof of Compliance with Workers' Compensation Coverage Requirements:

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

Proof of Compliance with Disability Benefits Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website ([www.wcb.ny.gov](http://www.wcb.ny.gov));
- Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to OGS by the Contractor's insurance carrier upon request; or
- Form DB-155, *Certificate of Disability Benefits Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office.

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

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

# **RFP 2392**

## **Appendix E**

## Appendix E – M/WBE and EEO Requirements

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

## **I. New York State Law**

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

## **II. General Provisions**

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

## **III. Equal Employment Opportunity (EEO)**

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



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

**B. Form EEO 100 - Staffing Plan**

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

**C. Form EEO 101 - Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services")**

1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at [EEO\\_CentCon@ogs.ny.gov](mailto:EEO_CentCon@ogs.ny.gov) on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.
2. Separate forms shall be completed by Contractor and all subcontractors.
3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

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

#### **IV. Contract Goals**

- A. OGS hereby establishes an overall goal of 30 % for MWBE participation, 15 % for Minority-Owned Business Enterprises ("MBE") participation and 15 % for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and/or WBE participation for subcontracting and supplies acquired under the Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. The MWBE Regulations are located at 5 NYCRR §§ 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Minority- and Women-Owned Business Enterprises. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).

## **V. MWBE Utilization Plan**

- A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.
- B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, and the estimated or, if known, actual dollar amounts to be paid to an MWBE. By signing the Utilization Plan, the Bidder acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by New York State Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.
- C. By entering into the Contract, Bidder/Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. When an MWBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE.
- D. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within 30 days of receipt.
- E. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- F. OGS may disqualify a Bidder's bid/proposal as being non-responsive under the following circumstances:
  - (a) If a Bidder fails to submit an MWBE Utilization Plan;
  - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
  - (c) If a Bidder fails to submit a request for waiver; or
  - (d) If OGS determines that the Bidder has failed to document good faith efforts.

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

## **VI. Request for Waiver**

- A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts of the OGS Office of Minority- and Women-Owned Business Enterprises for guidance.
- B. In accordance with 5 NYCRR § 142.7, a Bidder/Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause VII below, may submit a request for a partial or total waiver on Form BDC 333, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses V(C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.
- C. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports, determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE contract goals.

## **VII. Required Good Faith Efforts**

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- 1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
- 2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- 3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.

4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

#### **VIII. Monthly MWBE Contractor Compliance Report**

- A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System ("NYSCS") to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.
- B. When a Contractor receives a payment from a State agency, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.
- C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: **"Introduction to the System – Vendor training"** and **"Contract Compliance Reporting - Vendor Training"** to become familiar with the NYSCS. To view the training schedule and to register visit: <https://ny.newnycontracts.com/events.asp>
- D. As soon as possible after the Contract is approved, Contractor should visit <https://ny.newnycontracts.com> and click on **"Account Lookup"** to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary by choosing **"Change Info."** It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through **"Request New User."** When identifying the person responsible, please add **"- MWBE Contact"** after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for **"Contact Us & Support"** then **"Technical Support"** on the NYSCS website.
- E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OGS

MWBE Office, 29<sup>th</sup> Floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.

- F. It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages provisions in clause IX below.

#### **IX. Breach of Contract and Liquidated Damages**

- A. Where OGS determines that the Contractor is not in compliance with the requirements of this Contract, and the Contractor refuses to comply with such requirements, or if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, the Contractor shall be obligated to pay liquidated damages to OGS.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. If OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by OGS, Contractor shall pay such liquidated damages to OGS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

#### **X. Fraud**

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

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

# **RFP 2392**

## **Appendix F**

## Appendix F – SDVOB Requirements

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

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

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

### **I. Contract Goals**

- A. OGS hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/veterans/>. Questions regarding compliance with SDVOB participation goals should be directed to the OGS Designated Contacts. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veterans’ Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss additional methods of maximizing participation by SDVOBs on the Contract.
- B. Contractor must document “good faith efforts” to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

### **II. SDVOB Utilization Plan**

- A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
- B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to OGS.



- C. OGS will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of OGS acceptance or issue a notice of deficiency within 20 days of receipt.
- D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by OGS, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. OGS may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
  - (a) If a Bidder fails to submit an SDVOB Utilization Plan;
  - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
  - (c) If a Bidder fails to submit a request for waiver; or
  - (d) If OGS determines that the Bidder has failed to document good faith efforts.
- F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
- G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

### **III. Request for Waiver**

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

notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

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

#### **IV. Required Good Faith Efforts**

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

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

#### **V. Monthly SDVOB Contractor Compliance Report**

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

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

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

#### **VI. Breach of Contract and Damages**

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

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

# **RFP 2392**

## **Attachment 1**

Vendor:  
Integrated Facility Management  
Contract #  
Term: 12/01/21-11/30/2026  
Cost Proposal for Shirley A. Chisholm State Office Building

<u>Services</u>		<u>Annual Cost</u>
<u>Item 1</u>		
<b>Administrative Services</b>		
Flat rate paid to vendor; all services and fees relevant to the administration of the contract (e.g. payroll, uniforms, overhead)		
Annual Total Item 1		\$
<u>Item 2</u>		
<b>Building Services:</b>		
Not to Exceed; all routine maintenance and operation services for items listed below (RFP Sections 2.21 - 2.29)		
Elevators		\$
HVAC		\$
Building Systems Control		\$
Integrated Pest Mgmt.		\$
Emergency Generator		\$
Electrical Switchgear Testing and Maintenance		\$
Perimeter Access Control		\$
Refuse/Recycling		\$
Fire Systems		\$
Annual Total Item 2		\$
<u>Item 3</u>		
<b>General Repairs, Supplies, and Services</b>		
Not to Exceed; for all repairs, supplies and services not considered routine (e.g. emergency services, repairs of items not listed, equipment replacement, snow hauling, overtime)		
Annual Total Item 3		\$396,719.00
Annual Total Item 1		\$
+ Annual Total Item 2		\$
+ Annual Total Item 3		\$396,719.00
<b>Total Annual Proposed Cost</b>		\$

**Total Annual Contract Cost =** \$

Authorized Signature	
Print Name	
Date	
Title	
Official Company Name	
FEIN	

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## **Attachment 2**

SHIRLEY A CHISHOLM STATE OFFICE BUILDING				
Building Equipment List				
AIR SIDE SYSTEMS				
Equipment	Manufacturer	Quantity	Equipment Location	Maint Frequency
Fan Coils	International Enviromental Corp	30	13th Floor	Semi Annual
Fan Coils	International Enviromental Corp	30	12th Floor	Semi Annual
Fan Coils	International Enviromental Corp	30	11th Floor	Semi Annual
Fan Coils	International Enviromental Corp	30	10th Floor	Semi Annual
Fan Coils	International Enviromental Corp	33	9th Floor	Semi Annual
Fan Coils	International Enviromental Corp	31	8th Floor	Semi Annual
Fan Coils	International Enviromental Corp	31	7th Floor	Semi Annual
Fan Coils	International Enviromental Corp	31	6th Floor	Semi Annual
Fan Coils	International Enviromental Corp	31	5th Floor	Semi Annual
Fan Coils	International Enviromental Corp	31	4th Floor	Semi Annual
Fan Coils	International Enviromental Corp	32	3rd Floor	Semi Annual
Fan Coils	International Enviromental Corp	32	2nd Floor	Semi Annual
Fan Coils	International Enviromental Corp	26	1st Floor	Semi Annual

Fan Coils	International Enviromental Corp	14	Basement Level	Semi Annual
Fan Coil	Titus	1	Sub-basement level	Semi Annual
Window A/C Unit (Demarcation room)	Fedder	1	Basement Level	Semi Annual
FCU ENG-1	Titus	1	Sub-basement level	Semi Annual
EMER AC Units	Daikin	6	Roof Level	Quarterly
Air Handler #2A	Bohn	1	MER MEZZ	Quarterly
Air Handler #2	Bohn	1	MER MEZZ	Quarterly
Air Handler #3	Bohn	1	MER 5M1	Quarterly
Air Handler #4	Bohn	1	MER 7M1	Quarterly
Air Handler #5	Bohn	1	MER 9 M1	Quarterly
Air Handler #6	Bohn	1	MER 11 M1	Quarterly
Air Handler #7	Bohn	1	MER 13 M1	Quarterly
Air Handler B	Bohn	1	MER 8	Quarterly
Air Handler B-2	Bohn	1	MER 8	Quarterly
Air Handler #2A Air Dampers & Actuators	Honeywell	2	MER MEZZ	Quarterly
Air Handler #2 Air Dampers & Actuators	Honeywell	2	MER MEZZ	Quarterly
Air Handler #3 Air Dampers & Actuators	Honeywell	2	MER 5M1	Quarterly
Air Handler #4 Air Dampers & Actuators	Honeywell	2	MER 7M1	Quarterly
Air Handler #5 Air Dampers & Actuators	Honeywell	2	MER 9 M1	Quarterly
Air Handler #6 Air Dampers & Actuators	Honeywell	2	MER 11 M1	Quarterly
Air Handler #7 Air Dampers & Actuators	Honeywell	2	MER 13 M1	Quarterly
Air Handler B Air Dampers & Actuators	Honeywell	2	MER 8	Quarterly
Air Handler B-2 Air Dampers & Actuators	Honeywell	2	MER 8	Quarterly
Air Handler #2AHW/CHW Valves & Actuators	Honeywell	2	MER MEZZ	Quarterly
Air Handler #2 HW/CHW Valves & Actuators	Honeywell	2	MER MEZZ	Quarterly
Air Handler #3 HW/CHW Valves & Actuators	Honeywell	2	MER 5M1	Quarterly
Air Handler #4 HW/CHW Valves & Actuators	Honeywell	2	MER 7M1	Quarterly
Air Handler #5 HW/CHW Valves & Actuators	Honeywell	2	MER 9 M1	Quarterly
Air Handler #6 HW/CHW Valves & Actuators	Honeywell	2	MER 11 M1	Quarterly

Air Handler #7 HW/CHW Valves & Actuators	Honeywell	2	MER 13 M1	Quarterly
Air Handler B HW/CHW Valves & Actuators	Honeywell	2	MER 8	Quarterly
Air Handler B-2 HW/CHW Valves & Actuators	Honeywell	2	MER 8	Quarterly
Air Handler #2A Air Mixing Boxes	Bohn	1	MER MEZZ	Quarterly
Air Handler #2 Air Mixing Boxes	Bohn	1	MER MEZZ	Quarterly
Air Handler #3 Air Mixing Boxes	Bohn	1	MER 5M1	Quarterly
Air Handler #4 Air Mixing Boxes	Bohn	1	MER 7M1	Quarterly
Air Handler #5 Air Mixing Boxes	Bohn	1	MER 9 M1	Quarterly
Air Handler #6 Air Mixing Boxes	Bohn	1	MER 11 M1	Quarterly
Air Handler #7 Air Mixing Boxes	Bohn	1	MER 13 M1	Quarterly
Air Handler B Air Mixing Boxes	Bohn	1	MER 8	Quarterly
Air Handler B-2 Air Mixing Boxes	Bohn	1	MER 8	Quarterly
Air Handler #2A Leak Detection	Liebert	1	MER MEZZ	Quarterly
Air Handler #2 Leak Detection	Liebert	1	MER MEZZ	Quarterly
Air Handler #3 Leak Detection	Liebert	1	MER 5M1	Quarterly
Air Handler #4 Leak Detection	Liebert	1	MER 7M1	Quarterly
Air Handler #5 Leak Detection	Liebert	1	MER 9 M1	Quarterly
Air Handler #6 Leak Detection	Liebert	1	MER 11 M1	Quarterly
Air Handler #7 Leak Detection	Liebert	1	MER 13 M1	Quarterly
Air Handler B Leak Detection	Liebert	1	MER 8	Quarterly
Air Handler B-2 Leak Detection	Liebert	1	MER 8	Quarterly
VAV Boxes	Robert Shaw	8	2nd Floor	Annual
VAV Boxes	Robert Shaw	7	3rd Floor	Annual
VAV Boxes	Robert Shaw	12	4th Floor	Annual
VAV Boxes	Robert Shaw	11	5th Floor	Annual
VAV Boxes	Robert Shaw	7	6th Floor	Annual
Fan Power Boxes	Titus	6	6th Floor	Semi Annual
VAV Boxes	Robert Shaw	11	7th Floor	Annual
Fan Power Boxes	Titus	14	8th Floor	Semi Annual
VAV Boxes	Robert Shaw	5	9th Floor	Annual
VAV Boxes	Robert Shaw	6	10th Floor	Annual
Fan Power Boxes	Titus	14	11th Floor	Semi Annual
Fan Power Boxes	Titus	14	12th Floor	Semi Annual
VAV Boxes	Robert Shaw	6	13th Floor	Annual



Ceiling hung FCU	International Enviromental Corp	2	1st Floor	Semi Annual
Ceiling hung FCU	International Enviromental Corp	2	2nd Floor	Semi Annual
<b>MAIN CHILLED WATER PLANT PUMPS</b>				
<b>Equipment</b>	<b>Manufacturer</b>	<b>Quantity</b>	<b>Equipment Location</b>	<b>Maint Frequency</b>
Condenser Pump #1	Paco	1	Sub Basement	Semi Annual
Condenser Pump #2	Paco	1	Sub Basement	Semi Annual
Primary CHW Pump #1	Taco	1	Sub Basement	Semi Annual
Primary CHW Pump #2	Taco	1	Sub Basement	Semi Annual
Primary CHW Pump #3	Taco	1	Sub Basement	Semi Annual
Chilled Water Booster Pump #8	Paco	1	Sub Basement	Semi Annual
Chilled Water Booster Pump #9	Paco	1	Sub Basement	Semi Annual
Condenser Pump Strainer #1	Mueller	1	Sub Basement	Semi Annual
Condenser Pump Strainer #2	Mueller	1	Sub Basement	Semi Annual
Chilled Water Main Circulating Pump Strainer #10	Mueller	1	Sub Basement	Semi Annual
Chilled Water Main Circulating Pump Strainer #11	Mueller	1	Sub Basement	Semi Annual
<b>RETURN FANS &amp; EXHAUST SYSTEMS</b>				
<b>Equipment</b>	<b>Manufacturer</b>	<b>Quantity</b>	<b>Equipment Location</b>	<b>Maint Frequency</b>
Ladies room exhaust fan - TEF-1	Greenheck	1	Roof Level	Semi Annual
Men's room exhaust - TEF-2	Greenheck	1	Roof Level	Semi Annual
Atrium Exhaust - AEF-1	Cook	1	Roof Level	Semi Annual
Basement exhaust fan BEF-1	Zepher	1	Basement	Semi Annual
Fire Pump Room Exhaust Fan	Zepher	1	Basement	Semi Annual
EMER Exhaust Fan EMER-EX-1	Cook	1	Roof Level	Semi Annual
EMER Exhaust Fan EMER-EX-2	Cook	1	Roof Level	Semi Annual
Cafeteria Exhaust System KX-1-9	Greenheck	1	Roof Level	Semi Annual
Chiller Room Supply CR-SF-1	Greenheck	1	Sub-Basement	Semi Annual

Chiller Room Exhaust CR-EX-1	Greenheck	1	Sub-Basement	Semi Annual
908 Conference room	Greenheck	1	9th Floor	Semi Annual
346 A Conference room	Greenheck	1	3rd Floor	Semi Annual
346 B Conference room	Greenheck	1	3rd Floor	Semi Annual
1st Floor Conference room	Greenheck		1st Floor	Semi Annual
Management Office	Greenheck	1	Management office	Semi Annual
<b>LIFE SAFETY</b>				
<b>Equipment</b>	<b>Manufacturer</b>	<b>Quantity</b>	<b>Equipment Location</b>	<b>Maint Frequency</b>
Standpipe Riser Water Flow	Potts	16	STAIRCASE A	Annual
Standpipe Riser Tamper Switches	Potts	26	STAIRCASE A	Annual
Sprinkler/ Standpipe Fire Pump	Firetrol	1	Sub Basement	Annual
Sprinkler/ Standpipe Jockey Fire Pump	Firetrol	1	Sub Basement	Annual
Standpipe Hose Rack			STAIRCASE A	Annual
Standpipe Hose Rack			STAIRCASE B	Annual
Standpipe Hose Rack			STAIRCASE C	Annual
Standpipe Hose Rack			STAIRCASE D	Annual
Fire Department Connection Street		6	Face Of Building	Monthly
Fire Control Valves			Staircases and Pump Room	Monthly
Fire Doors Stairwells			All Stair Cases	Monthly
Portable Fire Extinguishers	Various	96	Thru-Out Building	3 Years
Emergency Exit Lights Dry Battery Operated	Atlite	28	Thru-Out Building	Annual
Emergency Exit Signs	Atlite	138	Thru-Out Building	Monthly
Fire Pump	Firetrol	1	Basement	Weekly
Jockey Pump	Firetrol	1	Basement	Weekly
Smoke Purge Fan	Greenheck	1	Roof	Monthly
Smoke Purge control dampers	Robert Shaw	62	Variuos Floors	Monthly
Class "E" Fire System	Simplex/JCI	1	1st Floor	Semi Annual
Field Panel	Simplex/JCI	1	6th Floor	Semi Annual
Field Panel	Simplex/JCI		12th Floor	Annual
Gas Detection System	Honeywell	1	Sub Basement	Annual

Elevator Annunciator Panel		1	Security	Monthly
Elevator Voice System		1	Security	Monthly
<b>WATER SIDE SYSTEMS</b>				
<b>COOLING TOWERS</b>				
<b>Equipment</b>	<b>Manufacturer</b>	<b>Quantity</b>	<b>Equipment Location</b>	<b>Maint Frequency</b>
Cooling Tower	Marley	2	Roof Level	Monthly
Duplex Strainer	Eaton	1	Roof Level	Monthly
<b>CHILLERS</b>				
<b>Equipment</b>	<b>Manufacturer</b>	<b>Quantity</b>	<b>Equipment Location</b>	<b>Maint Frequency</b>
Chiller 1	Diakin	1	Sub Basement	Quarterly
Chiller 2	Diakin	1	Sub Basement	Quarterly
<b>CONDENSERS AIR COOLED</b>				
<b>Equipment</b>	<b>Manufacturer</b>	<b>Quantity</b>	<b>Equipment Location</b>	<b>Maint Frequency</b>
AC-13-R	Carrier	1	Roof Level	Semi Annual
AC-EMER-1	Diaken	1	Roof Level	Semi Annual
AC-EMER-2	Diaken	1	Roof Level	Semi Annual
AC-EMER-3	Diaken	1	Roof Level	Semi Annual
AC-EMER-4	Diaken	1	Roof Level	Semi Annual
AC-EMER-5	Diaken	1	Roof Level	Semi Annual
<b>HEATING SYSTEMS</b>				
<b>Equipment</b>	<b>Manufacturer</b>	<b>Quantity</b>	<b>Equipment Location</b>	<b>Maint Frequency</b>
Boilers	Aerco	4	Sub Basement	Annual
Boiler Control System	TechWorx	1	Sub Basement	Annual
HW Pump 6	Paco	1	Sub Basement	Semi Annual
HW Pump 7	Paco	1	Sub Basement	Semi Annual
Hot Water Main Circulating Pumps	B&G	1	Sub Basement	Semi Annual

Relief Valves for HW Heaters	Watts	2	Sub Basement	Annual
Safely Relief Valves for Boilers	Watts	4	Sub Basement	Annual
Expansion Tank	Watts	3	Roof	Annual
Cussion Tank	Extrol	1	Roof	Annual
UH-LD	Dayton	1	Loading Dock	Annual
UH-CP	International	1	Sub Basement	Annual
UH-B-1	Dayton	2	Basement	Annual
UH-EXT	Dayton	2	Roof	Annual
UH-FR-EMER	Dayton	1	Roof	Annual
UH-EMER	Dayton	1	Roof	Annual
<b>COMPRESSED AIR SYSTEMS</b>				
<b>Equipment</b>	<b>Manufacturer</b>	<b>Quantity</b>	<b>Equipment Location</b>	<b>Maint Frequency</b>
Compressor 5	Kaezer	1	Sub Basement	Semi Annaul
Compressor 10	Kaezer	1	Sub Basement	Semi Annaul
Air Dyer Station	Dayton	1	Sub Basement	Semi Annaul
<b>PLUMBING SYSTEMS</b>				
<b>Equipment</b>	<b>Manufacturer</b>	<b>Quantity</b>	<b>Equipment Location</b>	<b>Maint Frequency</b>
Sewage Ejector Pumps	Liberty	2	Sub Basement	Semi Annual
Domestic Water Pump 1	Taco	1	Sub Basement	Semi Annual
Domestic Water Pump 2	Taco	1	Sub Basement	Semi Annual
Domestic Water Pump 3	Taco	1	Sub Basement	Semi Annual
Domestic House RPZ	Watts	1	Sub Basement	Annual
Domestic Hot Water Heater Gas Fired	AO Smith	2	Sub Basement	Semi Annual
DHW Tank		1	Sub Basement	Annual
Chilled Water Back Flow Preventer	Watts	2	Sub Basement	Annual
Drinking Water Fountains	Elkay	26	Various Floors	Quarterly
Laveratory Faucets	Moen	56	Various Floors	Quarterly
Commode/Flushometer	American Standard	104	Various Floors	Quarterly
Urinal/Flushometer	American Standard	28	Various Floors	quarterly
Slop Sinks		14	Various Floors	Annual

<b>Emergency Generator</b>				
<b>Equipment</b>	<b>Manufacturer</b>	<b>Quantity</b>	<b>Equipment Location</b>	<b>Maint Frequency</b>
Emergency Generator 250KW	Cummins	1	Sub Basement	Weekly
Day Tank	Cummins	1	Sub Basement	Weekly
Manual Fuel Fill	GE	1	Basement	Weekly
Intake Damper Control	Honeywell	1	Basement	Weekly
Exhaust Damper Control	Honeywell	1	Sub Basement	Weekly
Fuel Tank		1	Sub Basement	Weekly
<b>Electrical Infrastructure</b>				
<b>Equipment</b>	<b>Manufacturer</b>	<b>Quantity</b>	<b>Equipment Location</b>	<b>Maint Frequency</b>
Switch Gear Boards "A"	All City Switchboard	7	Sub-Basement	Annual
Switch Gear Boards "B"	All City Switchboard	7	Sub-Basement	Annual
Switch Gear Board (Emergency Power)	All City Switchboard	1	Sub-Basement	Annual
Motor Control Center	All City Switchboard	5	Sub-Basement	Annual
Step-up Transformer	Mirus	2	Sub-Basement	Annual
Air Handler #2A VFD Drive	Yaskawa	1	MER MEZZ	Semi Annual
Air Handler #2 VFD Drive	Yaskawa	1	MER MEZZ	Semi Annual
Air Handler #3 VFD Drive	Yaskawa	1	MER 5M1	Semi Annual
Air Handler #4 VFD Drive	Yaskawa	1	MER 7M1	Semi Annual
Air Handler #5 VFD Drive	Yaskawa	1	MER 9 M1	Semi Annual
Air Handler #6 VFD Drive	Yaskawa	1	MER 11 M1	Semi Annual
Air Handler #7 VFD Drive	Yaskawa	1	MER 13 M1	Semi Annual
Air Handler B VFD Drive	Yaskawa	1	MER 8	Semi Annual
Air Handler B-2 VFD Drive	Yaskawa	1	MER 8	Semi Annual
CT-N VFD Drive	Yaskawa	1	Roof	Semi Annual
CT-S VFD Drive	Yaskawa	1	Roof	Semi Annual
HWP-6 VFD Drive	Emerson	1	Sub-Basement	Semi Annual
HWP-7 VFD Drive	Emerson	1	Sub-Basement	Semi Annual
Secondary CHWP-8 VFD Drive	Yaskawa	1	Sub-Basement	Semi Annual
Secondary CHWP-9 VFD Drive	Yaskawa	1	Sub-Basement	Semi Annual

Domestic Pump VFD/Controller	ABB	1	Sub-Basement	Semi Annual
Boiler Blower VFD Drives	ABB	4	Sub-Basement	Semi Annual
CR-S-1 VFD	ABB	1	Sub-Basement	Semi Annual
CR-EX-1 VFD	ABB	1	Sub-Basement	Semi Annual
Portable Gen	DeWalt	2	Basement	Semi Annual
Panel SB-EM	Square D	1	Sub-Basement	Annual
Panel SB	Westing House	1	Sub-Basement	Annual
Panel SB-CH	Square D	1	Sub-Basement	Annual
Panel SB-B	Square D	1	Sub-Basement	Annual
Panel A-F	Westing House	1	Basement	Annual
Distribution DAF	All City Switchboard	1	Basement	Annual
Panel D-AF	Westing House	1	Basement	Annual
Panel E-AF	Westing House	1	Basement	Annual
Panel BE	Westing House	1	Basement	Annual
Panel B-1	Westing House	1	Basement	Annual
Panel T-B	Westing House	1	Basement	Annual
Panel B-C	Westing House	1	Basement	Annual
Panel 1-A	Westing House	1	1st Floor	Annual
Panel 1_B	Westing House	1	1st Floor	Annual
Panel 1-C	Westing House	1	1st Floor	Annual
Panel 1-C-2	Westing House	1	1st Floor	Annual
Panel EDC	Westing House	1	1st Floor	Annual
Panel 1-EM	Westing House	1	Mezz	Annual
Panel 2-A	Westing House	1	2nd Floor	Annual
Panel 2-B	Westing House	1	2nd Floor	Annual
Panel 2-C	Westing House	1	2nd Floor	Annual
Panel 2-D	Westing House	1	2nd Floor	Annual
Panel 3-A	Westing House	1	3rd Floor	Annual
Panel 3-B	Westing House	1	3rd Floor	Annual
Panel 3-C	Westing House	1	3rd Floor	Annual
Panel 3-D	Westing House	1	3rd Floor	Annual
Panel 4-A	Westing House	1	4th Floor	Annual
Panel 4-B	Westing House	1	4th Floor	Annual
Panel 4-C	Westing House	1	4th Floor	Annual

Panel 4-D	Westing House	1	4th Floor	Annual
Panel 5-A	Westing House	1	5th Floor	Annual
Panel 5-B	Westing House	1	5th Floor	Annual
Panel 5-C	Westing House	1	5th Floor	Annual
Panel 5-D	Westing House	1	5th Floor	Annual
Panel 5-EM	Westing House	1	5th Floor	Annual
Panel 6-A	Square D	1	6th Floor	Annual
Panel 6-B	Square D	1	6th Floor	Annual
Panel 6-C	Square D	1	6th Floor	Annual
Panel 6-D	Square D	1	6th Floor	Annual
Panel 7-A	Westing House	1	7th Floor	Annual
Panel 7-B	westing House	1	7th Floor	Annual
Panel 7-C	Westing House	1	7th Floor	Annual
Panel 7-D	Westing House	1	7th Floor	Annual
Panel 8-A	Square D	1	8th Floor	Annual
Panel 8-B	Square D	1	8th Floor	Annual
Panel 8-C	Square D	1	8th Floor	Annual
Panel 8-D	Square D	1	8th Floor	Annual
Panel 9-A	Westing House	1	9th Floor	Annual
Panel 9-B	Westing House	1	9th Floor	Annual
Panel 9-C	Westing House	1	9th Floor	Annual
Panel 9-D	Westing House	1	9th Floor	Annual
Panel 9-C-2	Square D	1	9th Floor	Annual
Panel 9-K	Westing House	1	9th Floor	Annual
Panel 10-A	Westing House	1	10th Floor	Annual
Panel 10-B	Westing House	1	10th Floor	Annual
Panel 10-C	Westing House	1	10th Floor	Annual
Panel 10-D	Westing House	1	10th Floor	Annual
Panel 11-A	Square D	1	11th Floor	Annual
Panel 11-B	Square D	1	11th Floor	Annual
Panel 11-C	Square D	1	11th Floor	Annual
Panel 11-D	Square D	1	11th Floor	Annual
Panel 11-EM	Westing House	1	11th Floor	Annual
Panel 12-A	Square D	1	12th Floor	Annual

Panel 12-B	Square D	1	12th Floor	Annual
Panel 12-C	Square D	1	12th Floor	Annual
Panel 12-D	Square D	1	12th Floor	Annual
Panel 13-A	Westing House	1	13th Floor	Annual
Panel 13-B	Westing House	1	13th Floor	Annual
Panel 13-C	Westing House	1	13th Floor	Annual
Panel 13-D	Westing House	1	13th Floor	Annual
Panel RT-1	GE	1	Frieght Vestibule	Annual
Panel RP-A	Square D	1	Roof EMER	Annual
Distribution ELM	All City Switchboard	1	Roof EMER	Annual
Distribution EL	All City Switchboard	1	Roof EMER	Annual
Panel ELM	Square D	1	Roof EMER	Annual
Panel ELM	Square D	1	Roof EMER	Annual
Panel Fr-EM	Square D	1	Freight EMER	Annual
Battery Pack Lighting		6	Sub-Basement	Annual
Battery Pack Lighting		10	Basement	Annual
Battery Pack Lighting		8	1st Floor	Annual
ATS-1	ASCO	1	Sub-Basement	Annual
ATS-2	ASCO	1	Sub-Basement	Annual
ATS-FP	ASCO	1	Basement	Annual
ATS E-DC	At-lite	1	1st Floor	Annual
<b>Building Management System</b>				
<b>Equipment</b>	<b>Manufacturer</b>	<b>Quantity</b>	<b>Equipment Location</b>	<b>Maint Frequency</b>
Honeywell EBI Server	Dell	1	Sub-Basement	Quarterly
Honeywell EBI Workstation	Dell	1	Basement	Quarterly
RTU-SB	Honeywell	1	Sub-Basement	Quarterly
RTU-2/2A	Honeywell	1	Mezz	Quarterly
RTU-3	Honeywell	1	5rd Floor	Quarterly
RTU-4	Honeywell	1	7th Floor	Quarterly
RTU-5	Honeywell	1	9th Floor	Quarterly
RTU-6	Honeywell	1	11th Floor	Quarterly
RTU-7	Honeywell	1	13th Floor	Quarterly



Chiller Plant Flow Meters	GE	1	Sub-Basement	Annual
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# **RFP 2392**

## **Attachment 3**

Vendor

## Integrated Facility Management

Contract #

**Term: 12/01/21-11/30/2026**

## Expense Report

Item 1

### Administrative Services

Flat rate paid to vendor; all services and fees relevant to the administration of the contract (e.g. payroll, uniforms, overhead)

Monthly Total Item 1

Annual Amount

DecemberJanuaryFebruaryMarchAprilMayJuneJulyAugustSeptemberOctoberNovember

**Vendor**  
**Integrated Facility Management**  
**Contract #**  
**Term: 12/01/21-11/30/2026**  
**Expense Report**

## Services

Item 2

**Building Services:**

Not to Exceed; all routine maintenance services for items listed below

[illegible]

**Vendor**  
**Integrated Facility Management**  
**Contract #**  
**Term: 12/01/21-11/30/2026**  
**Expense Report**

### Item 3

## General Repairs

Not to Exceed; for all repairs, off site snow removal, supplies and services not considered in item 1 or item 2 (e.g. emergency services, repairs of items not listed, equipment replacement, overtime)

**Item 3 Description of Expenditures Per Month (if any)**

December Expenditures		Amount
		\$ -
January Expenditures		Amount
		\$ -
February Expenditures		Amount
		\$ -

<u>March Expenditures</u>	<u>Amount</u>	
		\$ -
<u>April Expenditures</u>	<u>Amount</u>	
		\$ -
<u>May Expenditures</u>	<u>Amount</u>	
		\$ -
<u>June Expenditures</u>	<u>Amount</u>	
		\$ -
<u>July Expenditures</u>	<u>Amount</u>	

		\$ -
<u>August Expenditures</u>	<u>Amount</u>	
		\$ -
<u>September Expenditures</u>	<u>Amount</u>	
		\$ -
<u>October Expenditures</u>	<u>Amount</u>	
		\$ -
<u>November Expenditures</u>	<u>Amount</u>	

		\$ -

Monthly Total Item 3	\$	-
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# **RFP 2392**

## **Attachment 4**

In order for the State to evaluate bids fairly and completely, proposers are strongly encouraged to provide all of the information requested.

<b>Checklist Item</b>	<b>RFP 2392 Section</b>	<b>Proposal Location (page Number)</b>
<b>Technical Proposal</b>	3.2.1	NA
Cover Letter	3.2.1.1	
Prepared to begin services on the date indicated in Section 1.5 – Key Events	3.2.1.1	
Full contact information of the Proposers Representative	3.2.1.1	
Representative authorized to make contractual obligations signed the cover letter	3.2.1.1	
Minimum Proposer Qualifications	3.2.1.2	
Company Information	3.2.1.3	
Headquarters	3.2.1.3	
History	3.2.1.3	
Website	3.2.1.3	
Organization Chart	3.2.1.3	
Office Locations and number of Employees	3.2.1.3	
Core Competencies	3.2.1.3	
Client List	3.2.1.3	
Experience	3.2.1.4	
Qualifications	3.2.1.4	
Sample Facility Operation Manual	3.2.1.4	
Proposed subcontractors' qualifications	3.2.1.4	
Plan of Operation	3.2.1.5	
Understanding of Scope of Work	3.2.1.5	
Methods used to accomplish each sub-section of Section 2	3.2.1.5	
Approach to ensuring tenant satisfaction	3.2.1.5	
Anticipated breakdown of work to be performed directly by contractor's on-site staff, and the specific work to be subcontracted	3.2.1.5	
Technologies and equipment to be utilized	3.2.1.5	
Subcontractor information and experience with subcontractor	3.2.1.5	
Source of supplies and materials	3.2.1.5	
Who will be responsible for record keeping	3.2.1.5	
Details of On-boarding Transition Plan	3.2.1.5	
Details of Term Transition Plan	3.2.1.5	
Staffing Plan	3.2.1.6	
How requirement of section 2.5 - Staffing will be met	3.2.1.6	
Evidence proposed Engineer meeting minimum requirements	2.4.1	
Coverage for absences	3.2.1.6	
Size of staff pool Proposer can draw from	3.2.1.6	
Skill Level of Proposed Staff	3.2.1.6	
References	3.2.1.7	
<b>Cost Proposal</b>	3.2.2	
Submitted in a Separately sealed package and Identified as Cost Proposal	3.2.2	NA
No lines omitted	3.2.2	NA
Did NOT deviate from cost proposal	3.2.2	NA
<b>Administrative Proposal</b>	3.2.3	
All required completed forms from RFP Appendix B.	Appendix B	
MWBE Utilization Form	Appendix E	
Signed Addenda	NA	

Evidence of bond ability in the sum of \$500,000.00	3.2.3 & 5.8	
Standard Vendor Responsibility Questionnaire	3.2.3 & 6.11	
All submitted documents have same official company name, FEIN, and NYS Vendor ID	NA	
<b>Packaging</b>	3.4	
Three originals of the Bid Proposal Form (with wet ink signatures)	3.4	
Three originals of the Technical Submission (with wet ink signatures)	3.4	
Three originals of the Administrative Submission (with wet ink signatures)	3.4	
One digital copy (thumb drive or CD) of the complete RFP Response.	3.4	
Package labeled correctly	3.4	

Authorized Signature\_\_\_\_\_

Print Name\_\_\_\_\_

Date\_\_\_\_\_

Title\_\_\_\_\_

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

FEIN\_\_\_\_\_