|  |
| --- |
| **State of New York Executive Department**  **Office of General Services - Procurement Services Group**  **Corning Tower - 38th Floor**  **Empire State Plaza**  **Albany, NY 12242** |

**INVITATION FOR BIDS**

**IMPORTANT: SEE “NOTICE TO BIDDERS” CLAUSES HEREIN**

**BIDS MAY BE SENT TO THE ABOVE ADDRESS ONLY**

**(E-Mail or Facsimile Bid Submissions Are NOT Acceptable)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **BID OPENING**  **DATE**:  **TIME**: 11:00 AM | **TITLE**: **Group**  Classification Code(s): | | | | |
| **INVITATION FOR BIDS NUMBER:** | **SPECIFICATION** **REFERENCE:**  As Incorporated in the Invitation For Bids | | | | |
| **CONTRACT PERIOD:** | | | | | |
| **DESIGNATED CONTACTS:** Team # | | | | | |
| Purchasing Officer I  Telephone No. (518)  E-mail address: @ogs.ny.gov | | | | | Team Leader  Telephone No. (518)  E-mail address: @ogs.ny.gov |
| The bid must be fully and properly executed by an authorized person. **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 INVITATION FOR BIDS, Appendix A (Standard Clauses For New York State Contracts), Appendix B (OGS General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, bidder affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).** Information may be accessed at:  Procurement Lobbying: http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html | | | | | |
| **Bidder’s Federal Tax Identification Number:**  *(Do Not Use Social Security Number)* | | **NYS Vendor Identification Number:**  *(See “New York State Vendor File Registration” clause)* | | | |
|  | |  | | | |
| Legal Business Name of Company Bidding: | | | | | |
| D/B/A - Doing Business As (if applicable): | | | | | |
| Street City State Zip County | | | | | |
| If you are not bidding, place an “x” in the box and return this page only.  🞎 WE ARE UNABLE TO BID AT THIS TIME BECAUSE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. | | | | | |
| Bidder’s Signature:  Title: | | | | Printed or Typed Name:  Date: | |
| Phone : ( ) - ext ( )  Fax : ( ) - ext ( ) | | | Toll Free Phone : ( ) - ext ( )  Toll Free Fax : ( ) - ext ( ) | | |
| E-mail Address: | | | Company Web Site: | | |
| **FOR PROCUREMENT SERVICES GROUP USE ONLY** | | | | | |
| **P.R. #** LIT 🞎 MEMO 🞎 MISSING PAGES  LET 🞎 OTHER 🞎 | | | | | |

GENERAL INFORMATION

**IMPORTANT NOTICE TO POTENTIAL BIDDERS: Receipt of these bid documents does not indicate that the Office of General Services' Procurement Services Group has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.**

NOTICE TO BIDDERS:

The Commissioner of General Services will receive bids pursuant to the provisions of Article XI of the State Finance Law or the provisions of the State Printing and Public Documents Law. The following procedures shall be used for bid submittals:

1. **BID PREPARATION**

Prepare your bid on this form using indelible ink. Print the name of your company on each page of the bid in the block provided. One copy of the bid is required, unless otherwise specified herein.

2. **BID DEVIATIONS**

If your bid differs from the specifications explain such deviation(s) or qualification(s); and if necessary, attach a separate sheet. See “Extraneous Terms” in Appendix B, OGS General Specifications.

3. **BID DELIVERY**

**Bidders assume all risks for timely, properly submitted deliveries.** Bidders are strongly encouraged to arrange for delivery of bids to OGS **prior to** the date of the bid opening. **LATE BIDS may be rejected.** **E-mail bid submissions are not acceptable and will not be considered.**

* **Bid envelopes and packages**

An envelope and/or package containing a bid should be clearly marked "**BID ENCLOSED**" and should state the **Bid** **Number,** **Bid** **Opening** **Date,** and **Time**. Failure to complete all information on the bid envelope and/or packages may necessitate the premature opening of the bid and may compromise confidentiality. See "Bid Submission" in Appendix B, OGS General Specifications. Bids shall be delivered to:

**State of New York Executive Department**

**Office of General Services**

**Procurement Services Group**

**Corning Tower - 38th Floor Reception Desk**

**Empire State Plaza**

**Albany, NY 12242**

* **FAX transmittals**

Facsimile transmittals are NOT acceptable for this solicitation.

* **Hand deliveries**

Bidders must allow extra time to comply with the security procedures in effect at the Empire State Plaza when hand delivering bids or using deliveries by independent courier services. **Bidders assume all risks for timely, properly submitted deliveries.**

4. **IMPORTANT** **BUILDING ACCESS PROCEDURES**

To access the Corning Tower, all visitors must check in by presenting photo identification at the information desk.

**Bidders attending bid openings are encouraged to pre-register for building access by contacting the Procurement Services Groups (PSG) receptionist at 518-474-6262 at least 24 hours prior to the bid opening.**

Visitors who are registered can check in directly with the Information Desk. Visitors who are not pre-registered will be directed to a designated phone to call the PSG Receptionist**.** The Receptionist will register the visitor at that time but delays may occur. Vendors who intend to deliver bids or conduct PSG business should allow extra time to comply with these procedures. Building Access procedures may change or be modified at any time.

GENERAL INFORMATION (Cont’d)

NON-COLLUSIVE BIDDING CERTIFICATION:

**(Reference: State Finance Law Section 139-d and Appendix A, Clause 7)**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its 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; and

(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 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 Section 139-d(1)(b).

SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING:

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by 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/bidder 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/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:

http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html

DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services’ Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG’s Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this Invitation for Bids or through the OGS website (www.ogs.ny.gov).

GENERAL INFORMATION (Cont’d)

CONTRACT BILLINGS AND PAYMENTS:

a. Billings. Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

b. Payment of Contract purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment. The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner’s sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller’s procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at [www.osc.state.ny.us](http://www.osc.state.ny.us), by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at 518-486-1255. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller’s electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

c. Payment of Contract purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment. The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

APPENDIX A:

Appendix A, Standard Clauses For New York State Contracts, dated December 2011, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein. **Please retain this document for future reference and do not return to OGS as part of the Bid submission.**

APPENDIX B:

Appendix B, Office of General Services General Specifications, dated July 2006, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein and shall govern any situations not covered by this Bid Document or Appendix A. **Please retain this document for future reference and do not return to OGS as part of the Bid submission.**

CONFLICT OF TERMS AND CONDITIONS:

Conflicts between documents shall be resolved in the following order of precedence:

a. Appendix A (Standard Clauses For NYS Contracts)

b. This Invitation For Bids

c. Appendix B (General Specifications)

d. Bidder’s Bid

GENERAL INFORMATION (Cont’d)

NEW YORK STATE VENDOR FILE REGISTRATION:

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) and any designated authorized resellers who accept payment directly from the State, must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company and to each of your authorized resellers (if any) for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York.

If Bidder is already registered in the New York State Vendor File, list the ten–digit vendor id number on the first page of this bid document. Authorized resellers already registered should list the ten-digit vendor id number along with the authorized reseller information.

**If the Bidder is not currently registered in the Vendor File,** complete the enclosed OSC Substitute W-9 Form and submit it with your bid. In addition, if authorized resellers are to be used, an OSC Substitute W-9 form should be completed by each of the designated authorized resellers and submitted to the Office of General Services. **The Office of General Services will initiate the vendor registration process** for all Bidders recommended for Contract Award and their authorized resellers. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application.

For more information on the vendor file please visit the following website: http://www.osc.state.ny.us/vendor\_management/

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY (hereinafter the “Questionnaire”)

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

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

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

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

The Bidder agrees that if it is found by the State that the Bidder’s responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, OGS may terminate the Contract. 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.

GENERAL INFORMATION (Cont’d)

TAX LAW 5-A AMENDED APRIL 26, 2006 (APPENDIX 2)

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 bid. Form No. 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 No. ST-220-TD must be filed with DTF.

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

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

MERCURY-ADDED CONSUMER PRODUCTS:

Offerers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerers are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerers may also visit the Department's web site for additional information: http://www.dec.ny.gov/chemical/8512.html.

GENERAL INFORMATION (Cont’d)

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

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women’s Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offerer/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

a. Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.

b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses

Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at: http://www.empire.state.ny.us/Small\_and\_Growing\_Businesses/mwbe.asp

ELECTRONIC BID OPENING RESULTS

The Procurement Services Group (PSG) posts bid prices on the OGS/PSG web page. The web page makes available bid tabulations (i.e.: photocopies of price pages or spreadsheets) received by PSG for scheduled bid openings. Such information is anticipated to be available online within two business days after the bid opening.

The Bid Opening Results Page is available at: http://www.ogs.ny.gov/purchase/bidresults/bidresults.asp

DEBRIEFING

A bidder shall be accorded fair and equal treatment with respect to its opportunity for debriefing. Prior to contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that bidder’s proposal or bid. After contract award, OGS shall, upon request, provide a debriefing to any unsuccessful bidder that responded to the solicitation, regarding the reason that the proposal or bid submitted by such bidder was not selected for a contract award. The post-award debriefing should be requested in writing within 30 days of posting of the contract award on the OGS website.

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**AUTOTEXT ENTRIES FOR SERVICE IFBs**

**Alt+5 = °**  (degree sign)

**(#)**

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**(a1)** Appendix 1 - Vendor Responsibility Questions NO

***NO LONGER UTILIZED - REPLACED WITH NEW CLAUSE IN TEMPLATE***

**(a2)** Appendix 2 - Contractor Certification and Contractor Certification to Covered Agency

(Tax & Finance ST-220-TD and ST-220-CA Forms)

**(i2) *(MUST BE MODIFIED BASED ON BID AND CONTRACT REQUIREMENT.)***

***(All insurance requirements must be reviewed by Bureau of Risk***

***Management and pre-approved by Legal Services.)***

INSURANCE REQUIREMENT:

**PO's NOTE: This document uses terms IFB & RFP. Please choose the appropriate terminology for your document and amend clause as necessary.**

**Note: Included are clauses that may be used for an IFB or a Continuous Recruitment RFP. Users are to select the format that best applies to the bid.**

**(1a)** ***A statement of scope must be specifically written for each bid to address the specific intent of***

***the proposed award.***

**SECTION I. INTRODUCTION**

I.1 SCOPE

The issuing agency is the New York State Office of General Services (OGS) Procurement Services Group. The service contracts let as a result of this bid will be statewide contracts primarily for, but not limited to, New York State agencies. Additionally, services may be utilized by political subdivisions, school districts and others authorized by law. (See Non-State Agencies Participation in Centralized Contracts.)  Accordingly, references to the State and its agencies as users under this solicitation and the ensuing contract(s) encompass and include other users such as these entities.

This IFB outlines the terms and conditions, and all applicable information required for submitting a bid. Bidders should pay strict attention to the bid submission date and time to prevent disqualification. To insure compliance with bid requirements and prevent possible disqualification, bidders should follow the format and instructions in the FORMAT AND CONTENT OF BID SUBMITTAL section of this IFB.

**(1b)**

CONTINUOUS RECRUITMENT

This document is a Continuous Recruitment Request for Proposal (RFP) to obtain qualified Contractors to perform                          Services.

Under the Continuous Recruitment of Contractors concept (once the initial bidding process is completed and the initial contracts are awarded) a bidder who requests to be placed on the pre-qualified bid list shall be provided with an **RFP** and allowed to submit a bid. These additional proposals shall be evaluated                          following the initial award of contracts under the same terms and conditions as the original bids. If the bid is accepted, a contract shall be awarded and the Contractor shall be placed on the list of qualified Contractors for the remaining term of the initial agreement. Once a bidder submits its bid to be placed on the qualified Contractor list they will not be allowed to increase their bid price. An unsuccessful bidder may submit a new bid under the Continuous Recruitment of Contractors, however the new bid may not contain prices exceeding those previously bid for the same **regions or items** unless the bidder provides documented evidence that the prior amount(s) bid were erroneous. Contractors may submit a bid for regions not previously bid once the initial contracts are awarded. Once the proposal is evaluated, contracts shall be awarded to all Contractors who are deemed qualified. At a later date, only those Contractors who hold a contract from this **RFP** for a particular region shall be allowed to bid specific projects or facilities in that region utilizing the mini-bid process through a project definition.

**(1c) *Provide a description of the expected level of usage of the contract or a statement that the quantities are not***

***available.***

I.2 ESTIMATED QUANTITIES

The quantities or dollar values listed are estimated only. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

**(xx) *(FOR STATEWIDE MULTIPLE AWARD CONTRACTS)***

ESTIMATED QUANTITIES

The historical dollar value of all contracts issued under previous awards was approximately $\_\_\_\_\_\_\_\_\_\_ annually. However, each contract shall be for the quantities or dollar values actually ordered during the contract period. The individual value of each contract is indeterminate and will depend upon the number of contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from contractors who offer the services and pricing that best meet their needs in the most practical and economical manner. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

**(1d)**

I.3 INQUIRIES/ISSUING OFFICE

All inquiries concerning this specification will be addressed to the following PSG designated contact(s) and issuing office:

|  |  |
| --- | --- |
|  |  |
| NYS Office of General Services | NYS Office of General Services |
| Procurement Services Group | Procurement Services Group |
| Corning Tower - 38th Floor | Corning Tower - 38th Floor |
| Empire State Plaza | Empire State Plaza |
| Albany, New York 12242 | Albany, New York 12242 |
|  |  |
| Phone No.: (518) | Phone No.: (518) |
| FAX No. (518) | FAX No. (518) |
| E-Mail: | E-Mail: |

All questions should be submitted in writing, citing the particular bid section and paragraph number. Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid. Answers to all questions of a substantive nature will be given to all Prospective Bidders in the form of a formal addendum which will become part of the ensuing contract.

**(1e)**

I.4 KEY EVENTS/DATES

|  |  |  |
| --- | --- | --- |
| **Event** | **Date** | **Time** |
| IFB Release | \_\_\_\_\_\_\_\_\_\_\_\_ |  |
| Closing Date for Inquiries | \_\_\_\_\_\_\_\_\_\_\_\_ |  |
| Pre-Bid Conference | \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ |
| Bid Opening | \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ |
| Time Estimates/Goals: |  |  |
| Evaluation and Selection | \_\_\_\_\_\_\_\_\_\_\_\_ |  |
| Contract Award | \_\_\_\_\_\_\_\_\_\_\_\_ |  |

**(1f)**

I.5 PRE-BID CONFERENCE

There is no PRE-BID CONFERENCE for this contract

OR

**(1g)**

I.5 PRE-BID CONFERENCE

Attendance at the Pre-Bid Conference is not mandatory, but strongly encouraged.

The pre-bid conference will be held at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Notify the PSG Associate indicated in Section I.3 within one week prior to the scheduled date that you will attend. Each interested Bidder is requested to limit the number of representatives attending to three.

Specific questions concerning the IFB shall be submitted in writing (facsimile will be accepted) to the PSG Associate identified in Section I.3 prior to the conference so they can be answered at the conference. Although questions will be permitted at the conference, answers may be deferred and included in a bid addendum, if issued.

**(1h) *Define important terms. Some samples follow:***

I.6 DEFINITIONS

**(1i)**

**“Authorized User”** shall mean any department, agency, board, commission, office or institution of the State of New York and shall also include public authorities, local governments and not-for-profit organizations of the State of New York.

**(1j)**

“**Authorized User** **Representative**” shall mean the authorized representative of an Authorized User, which is identified as such Authorized User representative in a Project Definition and/or in the contract entered into under this RFP in relation to such Project Definition, or his or her designee.

**(1k)**

**“Backdrop Contract”** shall mean the resulting Contract Awards from this RFP.

**(1m)**

**“Mini-bid”** shall be the process whereby the Authorized User issues a Project Definition, has a mini-bid opening and the Authorized User makes a best value determination and a contract is awarded. This process is a simpler form of bidding and does not need to duplicate this RFP.

**(1n)**

**"Not to Exceed Price"** shall refer to the maximum, not to exceed price given in the RFP that the Contractor would be allowed to quote when submitting a proposal in response to a mini bid Project Definition.

**(1o)**

**“Prevailing Wage Rate”** as part of the requirements of Article 8 (Sections 220-223) and Article 9 (Sections 230-239) of the New York State Labor Law, requires public work Contractors and subcontractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and to provide supplements (fringe benefits) in accordance with prevailing practices in the locality where the work is performed. Prevailing wage requirements for this RFP are contained herein.

**(1p)**

**“Project Definition or Description”** shall mean a specific need for the service that is detailed in writing by an issuing Authorized User and used to solicit bids from Contractors under this RFP. Only those Contractors awarded a contract from this RFP shall be eligible to bid the individual Project Definitions as defined herein. All terms and conditions of this RFP shall apply to the Project Definitions unless otherwise stated in the Project Definition itself.

**“Request for Proposal (RFP)”** shall refer to this proposal.

**(1q)**

I.7 QUALIFICATIONS OF PROSPECTIVE BIDDERS

1. The Prospective Bidder shall submit with its bid satisfactory evidence that it has had previous experience, adequate financial resources, and organization as herein specified to perform the type, magnitude, and quality of work specified qualifications.

2. The Prospective Bidder shall have at least three years experience in the service being bid.

3. The Prospective Bidder shall meet the following additional qualifications:

***Select Appropriate Samples or add others***

**(1r)**

Provide evidence that it has maintained an organization capable of performing the work hereinafter described, in continuous operation for at least the past three (3) years.

**(1s)**

Shall submit the names of the officers and employees responsible for this contract, their function in the company, title, and number of years service with the contractor’s firm.

**(1t)**

Bidders shall provide, at the time of bid opening, the name of the contact person who will handle the day to day customer requests, in regard to this contract. In addition the bidder shall provide, at the time of bid opening, the address, telephone number, fax number and e-mail address for the facility personnel that will serve each region bid, if a regional award contract. This facility(s) shall be located in proximity, such that the Contractor can meet the emergency or other response times contained in this specification.

**(1u)**

If applicable, submit a list source of major replacement parts and submit evidence that parts can be obtained as required to meet service requirements specified herein.

**(1v)** ***IF GUARD CONTRACT, ADD***

Shall submit evidence that the Prospective Bidder is in compliance with the requirements of the Security Guard Act of 1992, Chapter 336 of the Laws of 1992. The Prospective Bidder shall provide copies of the registration/license for each employee.

**(1w)** ***CONTINUE HERE WITH #4***

4. Prospective Bidders are advised that the State's intent in having requirements listed above is to ensure that only qualified and reliable Contractors perform the work of the contract. OGS recognizes that there may be equally qualified and reliable Bidders who do not meet all of the above requirements specifically as stated, but may in fact meet the objectives and criteria intended in some other manner. However, the Bidders shall have the burden of demonstrating to the Office of General Services' satisfaction that it can in fact perform the work. This shall be in the form of written notarized statements as to the Bidder's experience, references, listing of contracts performed, financial statements, human resources, or ability to respond such that OGS can evaluate the Bidder's ability. All statements made must be able to be independently verifiable by OGS.

OGS retains the right to request any additional information pertaining to the Bidder's ability, qualifications, and procedures used to accomplish all work under this contract as it deems necessary to ensure safe and satisfactory work. The State may waive any of the above requirements if the State deems that the bidder is capable.

Note: Any Prospective Bidder failing to submit in whole or in part the above statements attesting to its qualifications may result in a rejection of the bid of that Bidder.

**(1x)**

1.7.1 CLIENT REFERENCES

Upon request, all bidders, excluding current contractors, must provide a minimum of five references including references from two of the bidder's largest customers. References shall be commercial or governmental accounts, and should demonstrate the ability of the vendor to perform jobs similar in scope to the size, nature and complexity of the outlined bid. The references shall include the:

* Company name, address, contact person, telephone number, fax number, e-mail address, if available, and number of years bidder has serviced the referenced account;
* Volume of business performed within the past three years for each referenced account.

The customers on the list will be contacted by OGS. The Procurement Services Group reserves the right to review and consider other known clients of the Bidder in addition to those provided and to disqualify based on unsatisfactory reports and records of services provided.

**(1y)**

1.7.2 STATEWIDE SUPPORT

This IFB will result in a contract in which the Contractor must provide all services, warranty and maintenance throughout the State of New York. Therefore, the Bidder must provide a complete description of all maintenance and support services locations within the State of New York from which servicing personnel will be dispatched. In addition, Bidder must provide a detailed description of how the Bidder plans to meet the support needs of this IFB, including installations, moves., modifications, disconnects/removals, warranty and maintenance.

In addition, Bidder must submit with the bid the information outlined under EVIDENCE OF ABILITY/FINANCIAL SECURITY (Section I).

**(99)**

1.7.3 TOLL-FREE NUMBER

Contractors must provide a toll-free telephone number for the state's procurement usage. If bidder does not currently maintain a toll-free number, the bidder must be willing to establish one prior to award of contract.

**(55)**

1.7.4 FINANCIAL STABILITY

If requested, bidder must document its ability to service a contract with dollar sales volume similar to scope of this bid through submission of financial statements documenting past sales history. The bidder must be financially stable and able to substantiate the financial statements of its company. In addition to sales history, current financial statements may be requested and must be provided within five business days. The state reserves the right to request additional documentation from the bidder and to request reports on financial stability from independent financial rating services. The state reserves the right to reject any bidder who does not demonstrate financial stability sufficient for the scope of this bid.

**(2a)**

**SECTION II. TECHNICAL REQUIREMENTS**

II.1 GENERAL REQUIREMENTS

A. Prospective bidders should note that the Appendix A – Standard Clauses for New York State Contracts and Appendix B - General Specifications (Commodities and Non-Technology Services) shall apply to this IFB.

B Bidders should pay particular attention to the following clauses in the Appendix B - General Specifications:

Clauses 9, 12, 14, 15, 25, 26 [choose any and add others if appropriate for the bid, e.g.: 16, 25, 66].

C. In the event any repair is found necessary, the authorized user representative is to be appraised, in writing, of the need for the repair.

D. No illegal drug use of any type, nor alcoholic beverages by the Contractor or its personnel shall be permitted in the performance of the contract.

E. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.

F. The State shall not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.

G. The Office of General Services' interpretation of specifications shall be final and binding upon the Contractor.

H. **ON-SITE Work**: Services performed on-site by Contractor’s employees, subcontractors or agents shall be rendered in accordance with these additional requirements:

1. Notice Prior to Site Visit Contractor’s representatives are to check with the Authorized User’s designated representative seven (7) days prior to reporting to the site for permission to accomplish all work.

2. Employee, or Agent Sign-In Contractor’s representatives will sign in and out with the Authorized User’s representative. Failure to sign in or out, whether intentional or not, shall be understood to mean that service was not performed.

3. Job Meetings Upon award of the Contract and prior to the start of any work, the Contractor shall be available for an initial job meeting with the Authorized User’s representative. This meeting shall include:

a. The Contractor's submission of a schedule of work to be reviewed and approved by the Authorized User.

b. A review of all facility use rules.

c. An introduction for each respective agency organization, chain of command, etc.

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

a. Review job progress, quality of work, and approval and delivery of materials.

b. Identify and resolve problems that impede planned progress.

c. Coordinate the efforts of all concerned so that the contract progresses on schedule to on‑time completion.

d. Maintain a sound working relationship between the Contractor and the Authorized User, and a mutual understanding of the contract.

4. Full Service Maintenance of Product or Equipment The services required by this specification require installed Product or equipment to be maintained in good working order during the contract term.

Unless provided otherwise in the Bid Specifications, this is a full service maintenance contract. For the purposes of this contract, ‘full service maintenance’ shall mean that the Contractor's bid price includes, but is not necessarily limited to: all labor, all parts, material and equipment cost; all emergency work; complete preventive maintenance as recommended by the manufacturer or specified herein, whichever is greater; all repairs and replacement of major or minor parts as necessary; all administrative, reporting or other requirements, all overhead costs and profit. It shall also include all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc.; and services not explicitly stated in these specifications, but necessarily attendant thereto.

For discrepancies between the Bid Specifications and the Bid involving the nature, quality, or scope of services to be furnished, it shall be assumed that the Contractor has based the bid on the more expensive manner. Final decision will rest with the Commissioner.

5. Service Reports A written report is to be submitted to the Authorized User within ten (10) working days after each on-site inspection and servicing. This report will include a precise description of services provided, number of service technicians involved, and number of contract hours spent. This report must be signed by the Authorized User’s designated representative and submitted with the invoice for payment. Payment will not be approved without this documentation. Failure to submit the required reports may be cause for disqualification of a Bidder for future contracts.

**(2b)** ***This section shall contain the specific service requirements for the particular contract.***

***Sections II.3.1 through II.3.3 below are samples that may or may not be applicable.***

II.2 SERVICE REQUIREMENTS

**(2c)**

II.3 LIST OF EQUIPMENT

The equipment listed below consists of the major components and parts of the equipment to be serviced at the facility. The Contractor shall be responsible for any other components not specifically listed that are supplemental to and a part of the operation of the overall system for the facility. Prospective Contractors must personally verify all quantities of equipment listed:

**(2d)**

II.3.1 EMERGENCY SERVICE

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

B. Emergency service shall be provided as needed on a twenty-four (24) hour, seven (7) days a week basis. To ensure the State that the Contractor will respond promptly, the Contractor agrees to provide an emergency telephone service on a twenty‑four (24) hour, seven (7) days a week basis. From the time of the call by the State, the Contractor has a maximum of \_\_\_\_\_\_ hour(s) to respond to this call.

**(3a)**

**SECTION III SPECIAL TERMS AND CONDITIONS**

III.1 CONTRACT PERIOD

This Backdrop contract shall commence after approval by the New York State Comptroller, effective upon mailing by OGS (see Appendix B, Clause 38) and shall be in effect for five year(s). The contract is expected to begin on or about                            . Notwithstanding the termination of this Backdrop contract pursuant to the above stated term, the terms and conditions hereof shall be effective and binding for all Agency Project Definition agreements entered into before the termination hereof. The Contractor is to submit a bid with Maximum Not to Exceed Hourly Rates for the INITIAL FIVE (5) YEAR PERIOD of the Backdrop contract. No price increase to the maximum price shall be permitted in the Backdrop Contract. Price increases may be allowed on each anniversary date of an awarded mini-bid, in accordance with section III.7, PRICE ADJUSTMENT.

Project Definitions, which are developed during the term of the Backdrop Contract, may have their term extended over a period of time not to exceed three (3) years beyond the end date of the Backdrop Contract. This allows users the ability to maximize the service offered by the Backdrop Contract.

If mutually agreed between the Procurement Services Group and the Contractor, and upon approval by the Office of the State Comptroller, the Backdrop contract may be renewed under the same terms and conditions for an additional period not to exceed five years. At the renewal of the Backdrop contract, Contractors shall be given the opportunity to readjust maximum not to exceed prices in accordance with the criteria established in this RFP for Backdrop prices.

**(3b)**

It is the intention of the State to enter into a contract for the term as stated on the Invitation for Bids except that the commencement and termination dates appearing on the Invitation for Bids may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification.

**(3c)**

The contract dates may be adjusted forward beyond two months only with the approval of the successful bidder. If, however, the bidder is not willing to accept an adjustment of the contract dates beyond the two month period, the State reserves the right to proceed with an award to another bidder.

**(3d)** ***(ONLY to Be Used with III.1, if it applies)***

Prices or discounts quoted are to be firm for the entire period of the contract. Price escalation or discount reduction will not be allowed and is specifically excluded from the terms and conditions of the Invitation for Bid, its specifications and subsequent contract award. Price decreases or discount increases are permitted at any time.

**(3e)** ***(ONLY to Be Used with III.1, if it applies --PO Enters Number of Months or Years)***

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for an additional period not to                                          .

**(e)**

SHORT TERM EXTENSION

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

**(3f)**

III.2 CANCELLATION FOR CONVENIENCE

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

**(3g)**

III.3 PERFORMANCE AND BID BONDS

There are no BONDS for this contract.

**OR**

**(gg)**

III.3.1 SURETY BOND

At any time upon the request of the Office of General Services, the bidder being considered for award or the contractor shall, within 15 days of request and at its own cost and expense, obtain and maintain in full force and effect for sixty days after contract expiration:

1. an irrevocable documentary **LETTER OF CREDIT** with a sound and reputable bank authorized to do business in the State of New York, OR
2. a **PERFORMANCE BOND** signed by a surety company authorized to do business in the State of New York, OR
3. a **PAYMENT BOND** signed by a surety company authorized to do business in the State of New York,

in the amount of $ for the faithful performance of the contract. The **LETTER OF CREDIT, PERFORMANCE BOND, PAYMENT BOND**, etc., shall name as beneficiary the State of New York, Office of General Services, and may be invoked to the benefit of the State of New York, Office of General Services, upon delivery of a certified statement to the issuing bank or surety company that the contractor has failed to perform pursuant to the terms and conditions of its contract with the State of New York.

With its bid submission, the bidder shall include a letter from its bank or surety company stating that the letter of credit or bond will be provided if being considered for a contract or in the event of a contract. The Letter of Credit or Bond shall be provided on a yearly basis for each year, or portion, of the contract.

**( ; )**

CONTRACT MIGRATION

State Agencies or any other authorized user holding individual contracts with contractors under this centralized contract shall be able to migrate to this contract award with the same contractor, effective on the contract begin date (retroactively, if applicable). Migration by an agency or any other authorized user to the centralized contract shall not operate to diminish, alter or extinguish any right that the agency or other authorized user otherwise had under the terms and conditions of their original contract.

**(3h)**

III.4 ADMINISTRATIVE AND REPORTING REQUIREMENTS

A. Contract Meetings:

1. The Contractor shall be responsible for the completion of a variety of administrative and reporting requirements, and the cost of it shall be included in the base bid price.

2. Upon award of a mini-bid contract and prior to the start of any work, the Contractor shall be available for an initial job meeting with the Authorized User representative. This meeting shall include:

a. The Contractor's submission of a schedule of work to be reviewed and approved by the Authorized User.

b. A review of all Authorized User facility use rules.

c. An introduction for each respective Authorized User organization, chain of command, etc.

3. Subsequent to the initial meeting, Authorized Users are strongly encouraged to meet with their awarded services Contractor on a monthly basis to discuss the following:

a. Review job progress and quality of work.

b. Identify and resolve problems, which impede planned progress.

c. Coordinate the efforts of all concerned to ensure compliance with all terms and conditions of the mini-bid contract.

d. Maintain a sound working relationship between the Contractor and the Authorized User, and a mutual understanding of the contract.

e. Maintain sound working procedures.

f. Review the service performance.

B. Reporting Requirements:

1. Contractor shall furnish a report of all services provided from the contract following the end of each quarterly period. The report is to be submitted to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Contract Number, sales period, levels of service provided and Contractor's name. The form for such report is included herein.

2. Additional related sales information and/or detailed Authorized User purchases may be required and must be supplied upon request.

3. Failure to submit the required report may be cause for disqualification of Contractor on the Backdrop contract and for future contracts.

4. In addition to the quarterly reports required by the Office of General Services, the Contractor shall also provide a monthly report to the Authorized User, (unless Authorized User requests reports on a less frequent basis) which shall be attached to the Invoice. This report shall detail all work completed that month for that Authorized User and shall compare scheduled work versus actual work completed.

**(3i)**

III.5 APPENDICES

The bidder's attention is directed to the appendices document attached hereto and hereby incorporated by reference and made part hereto as fully as if it were set forth at length herein. They are a part of the contract and the bidder is responsible for adhering to all requirements of the appendices.

**(3j)** **(Language For Backdrop Mini Bid Contracts)**

III.6 EVALUATION OF PROPOSALS

There is a process for awarding a Backdrop contract and a separate process for awarding a mini-bid contract.

**Part One: Backdrop Contract**

An interested bidder submits a proposal with maximum not to exceed price for                          service for those regions in the State for which they choose to bid. A bidder may submit a bid for one, several, or all regions listed. These proposals shall then be evaluated and Backdrop contracts awarded to all qualified bidders who demonstrate compliance with the terms and conditions of the RFP. **Bidders are reminded that these prices are “not to exceed prices” that shall remain firm for the initial five (5) years of the Backdrop Contract.** The State reserves the right to negotiate with all bidders who submit prices deemed to be excessive.

Each proposal shall be evaluated based on its technical merit. Bidders are referred to Section **VI. (Format and Content of Bid Submittal)** for information on submitting the proposal and Section **VII. (Method of Award of Contract)** for information on the proposal evaluation.

**Part Two: Mini-bid Contract**

After a Backdrop Contract is awarded, it is the mini-bid process whereby various Authorized Users shall seek bids for individual projects. **The mini-bids shall be restricted to those Contractors who hold a Backdrop contract (on the basis of this RFP) in the region in which the particular project exists.** Contractors shall determine their “best and final” prices based upon the Authorized User’s Project Definition and shall submit a proposal in response to the Project Definition. The individual projects shall be awarded to the best value bidder who agrees to perform all work as outlined in the Project Definition and under the terms and conditions of this Backdrop Contract specification. In no event shall the Contractor's hourly rate for the individual Project Definition exceed the maximum not to exceed prices as awarded in the Backdrop Contract. Prices submitted for the mini-bid and resultant award may increase or decrease annually in accordance with the Price Adjustment clause. The Contractor shall perform services at any site set forth in the Project Definition, within the region awarded.

The method of award through a mini-bid shall be based upon best value. Best value is defined as, "The basis for awarding contracts for services to the offerer which optimizes quality, cost and efficiency, among responsive and responsible offerers. Such basis shall reflect, wherever possible, objective and quantifiable analysis."

It should be noted that services procured for Authorized Users within their discretionary threshold, may be negotiated directly with a Backdrop Contractor, rather than obtained through the use of a mini-bid process.

III.7 PRICE ADJUSTMENT (Mini Bid)

On each anniversary date of the awarded mini-bid, the Contractor or Authorized User may request a rate change (increase or decrease) based upon fluctuations in the latest published copy of the Consumer Price Index for all urban consumers as published by the U S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. The index is also available through the Internet at the Bureau of Labor Statistics web site at http://stats.bls.gov/. Go to “Inflation and Consumer Spending” then click "Consumer Price Index" and then click on “Tables created by BLS” then click on “annual % changes 1913 to present.”

Price adjustments using the CPI involve changing the base payment by the percent change in the level of the CPI between the reference period and a subsequent time period. This is calculated by first determining the index point change between the two periods and then the percent change. The price adjustment shall be calculated as follows. Take the CPI for the 3rd month prior to the month of the start date of the awarded mini-bid and subtract this figure from the CPI value for the 3rd month prior to the anniversary date of the awarded mini-bid. (e.g.: If mini-bid begins in December, use the Sept. CPI) That sum is then divided by the CPI value for the original 3rd month prior to start date and this result is then multiplied by 100 to equal the percent change which is the price adjustment value. This percentage of increase or decrease shall be applied to the next mini-bid year, effective on the anniversary date of the mini-bid. The following example illustrates the computation of percent change:

|  |  |
| --- | --- |
| CPI for current period | 136.0 |
| Less CPI for previous period | 129.9 |
| http://stats.bls.gov/images/trans.gifEquals index point change | 6.1 |
| Divided by previous period CPI | 129.9 |
| http://stats.bls.gov/images/trans.gifEquals | 0.047 |
| Result multiplied by 100 | 0.047 x 100 |
| http://stats.bls.gov/images/trans.gifEquals percent change | 4.7 |

All awarded mini-bids shall be entered into at prices not exceeding the maximum not to exceed prices bid in response to this RFP, and may be adjusted on the anniversary date of the awarded mini-bid in like manner as specified above. However, no price adjustments are permitted above the maximum not to exceed prices provided in this backdrop contract.

The Contractor has the sole responsibility to submit invoices at the adjusted rate on the applicable anniversary date and shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease to the Authorized User, as appropriate. Should the Contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable anniversary date, the Contractor shall be deemed to have waived its right to any increase in price for that year, 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.

**(yy)**

III.8 PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS

Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility and rejection of bid.

**(3k)**

III.9 PERFORMANCE SURVEYS

Contractors shall be required to attach performance surveys to Authorized User invoices every six months, or as requested by the Office of General Services. The form for the Performance Survey is attached herein. Surveys completed and returned by the Authorized User to the Office of General Services, shall be used to assess and evaluate the contractor's performance in accordance with the terms and conditions of the Contractor’s award. Performance concerns, if any, shall be addressed by the Authorized User and/or the Office of General Services and survey results may be considered in determining Contractor responsibility and continuation of Contractor’s award.

**(4a)**

**SECTION IV USE OF CONTRACT BY STATE AGENCIES, POLITICAL SUBDIVISIONS AND OTHER AUTHORIZED USERS**

The intent of this section is to acquaint prospective contractors with the procedures and methods User Agencies will follow in order to utilize services from the ensuing Contract Award Notification.

IV.1 GENERAL DESCRIPTION CONTRACTS

The OGS Procurement Services Group develops four (4) types of contracts for use by State agencies, political subdivisions, and other authorized users. They are designated by the prefixes “**PC**”, “**PS**”, “**PT**”, or “**CMS.”** They are differentiated as follows:

“**PC**”: is a contract for commodities which an authorized user utilizes on an intermittent basis issuing a purchase order to the contractor for a specific item or items for a fixed amount. Payments are then made after delivery against the purchase order.

“**PS**”: is a contract for services which an authorized user utilizes on an intermittent basis issuing a purchase order to the contractor for a specific term and for either a fixed amount (if known) or for an estimated amount. Payments are then made each month against the purchase order for actual expenditures. Examples are services for moving, carpet installation, car rentals, lodging, travel and other unit price type services utilized intermittently.

“**PT**”: is a contract for technology that consists of commodities, hardware/software support/maintenance or other value added service. Like PS contracts, the technology contract is accessed by the issuance of a purchase order by the authorized user. Examples are PC maintenance, Microsoft, telecommunications contracts.

“**CMS**”: is a contract for services where there is a generally fixed rate paid each month and the service is required on a continual basis. User Agencies encumber funds for the contract for the term desired. User Agencies may issue a purchase order or other written document to the contractor to utilize service. Examples include elevator maintenance, pest control, janitorial, and other types of preventive maintenance contracts.

**(4b)** ***(Clause for contracts open to non-state agencies)***

IV.2 NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS

New York State political subdivisions and others authorized by New York State law may participate in contracts resulting from this solicitation. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), services to be provided may include locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (http://www.ogs.ny.gov/purchase/snt/othersuse.asp). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

Contractors are encouraged to voluntarily extend service contracts to those additional entities authorized to utilize commodity contracts under Section 163(3)(iv) of the State Finance Law, as per section 39c of Appendix B.

**(kk)**

IV.3 NEW YORK STATE PROCUREMENT CARD

See "Procurement Card" in Appendix B, OGS General Specifications. All bidders shall indicate if they will accept the NYS Purchasing Card for orders not to exceed $15,000 (see Questions at end of bid document).

**(4c) *Samples Only (modify as necessary):***

***PURCHASING OFFICERS SHOULD DEVELOP INSTRUCTIONS***

***THAT ARE CLEAR AND SPECIFIC TO THE PROCUREMENT.***

IV.4 PROCUREMENT INSTRUCTIONS (without Mini-Bid Process)

**Samples Only: CHOOSE THE APPROPRIATE SELECTIONS**

A. Agencies shall review the list of locations to determine what region is applicable for the required service or technology.

B. Agencies shall review the list of rates and services from the Contract Award Notification available in the applicable region. If a multiple award contract and unless otherwise specified, the user agencies shall utilize the services of the contractor offering the best value, documenting in the procurement record the determination of the criteria used for the selection.

C. Agencies shall contact the appropriate contractor to set up an initial meeting if required to outline the specific technology or service required.

D. Agency and contractor shall develop the exact cost or estimated cost if an exact cost cannot be determined at that time.

E. Agency shall issue a purchase order or other written order for work depending on the type of contract (refer to section IV.1). Note: for services, purchase orders may be issued for an estimate for the entire year.

F. Agencies will issue purchase orders or other written orders which are effective and binding on the contractor when placed in the mail addressed to the contractor at the address shown on the signature page.

**(4d) *Samples Only (modify as necessary):***

***PURCHASING OFFICERS SHOULD DEVELOP INSTRUCTIONS***

***THAT ARE CLEAR AND SPECIFIC TO THE PROCUREMENT.***

IV.4 PROCUREMENT INSTRUCTIONS (with Mini-Bid Process)

MINI BID PROCESS

The Backdrop Contractors awarded contracts for the region being bid may be required to attend a mandatory site visit prior to a mini-bid submittal. The time and date for this site visit shall be arranged with the Authorized User representative.

1. Authorized Users shall determine the locations services are required and determine what region is applicable for the required services.

a. Authorized Users shall fax or mail Backdrop Contractors in the applicable region a copy of the project definition, which outlines the security requirements of the facility.

b. Authorized Users shall determine the time period the mini-bid shall cover. The mini-bid time period shall not be greater than three years beyond the termination date of the Backdrop Contract.

2. Authorized Users shall designate their method of award for their best value determination in the Project Definition. According to the State Finance Law, best value is defined as the basis for awarding a contract to the offerer that optimizes quality, cost and efficiency, among responsive and responsible offerers. Such basis shall reflect, whenever possible, objective and quantifiable analysis. "Best Value Determination" may include, but is not limited to:

* previous experience
* source of supply
* personnel resources
* ability to meet agency site specific requirements
* experience relating to agency specific requirements

Mini-bid shall refer to the bidding of each project definition since it is a smaller, simpler form of bidding and does not need to duplicate this RFP. An example of language for awarding on a best value basis and using assigned weights is as follows: "Contracts shall be awarded to the bidder providing the best value on an evaluated basis with assigned weight being given to both the technical part of the proposal and the cost of the proposal to determine the “best value.” Weights assigned to technical and cost must be predetermined prior to the mini bid.

Users shall document in the Procurement Record their choice of Contractor in accordance with their predetermined method of award based on cost, need (form, function and utility) and value (quality, cost and efficiency). Contractor may be selected on the basis of lowest cost if quality appears to be uniform among competing bidders and if user determines it to be the best value.

3. Backdrop Contractors shall develop a bid and submit it to the Authorized User by the appropriate date.

4. Agencies shall review all bids received and shall consider the services of the best value Contractor.

5. Authorized User shall follow the contract award process as stated in the Contract Award Notice. Authorized Users shall issue encumbrance documents or other written orders for work depending on the type of contract (refer to section IV.1 - GENERAL DESCRIPTION CONTRACTS).

6. Authorized User shall issue encumbrance documents or other written orders that are effective and binding on the Contractor when placed in the mail or faxed to the Contractor shown on the contract award notification.

7. The Authorized User shall require each Contractor, at Contractor’s expense, to submit evidence with the mini-bid that it is in compliance with all requirements of insurance, certificates, permits, licenses, etc., and are up to date. Failure to do so may constitute grounds for the State to cancel or suspend the Backdrop contract or to take any other action deemed necessary by the State

8. Authorized Users shall in the Project Definition, request evidence of current insurance coverage of all Contractors submitting mini-bids, in the amounts and type set forth in the Backdrop Contract, and shall request a statement from the bidders that they will, within thirty days of mini-bid Award, provide a certificate of such insurance naming the Authorized User as an additional insured. Failure to provide such certificate within such thirty (30) day time period may result in a termination of the award.

IV.5 METHOD OF PAYMENT

Payments are made each month against the encumbrance documents or other written orders.

Upon request, all eligible non-State agencies must furnish Contractor with the proper tax exemption certificates. Contractor is encouraged to voluntarily extend service contracts to those additional entities authorized to utilize commodity contracts under Section 163(3)(iv) of the Procurement Act of 1995, as per section 39c of Appendix B.

Invoices for payment shall be submitted to the Authorized User at the end of each month on a New York State Standard Voucher or company invoice for services satisfactorily completed during that month.

This voucher or invoice shall contain the Contract ID number (i.e.: CMS00XX); the name of the Authorized User; the location where service was performed; and, either in its body or as an attachment shall contain a copy of the report (in accordance with Section III.5.B.4 - SPECIAL TERMS AND CONDITIONS- Reporting Requirements) itemizing services performed during that month.

Payment of purchases made by Authorized Users other than State Agencies under this Backdrop Contract shall be the sole responsibility of such entities and the Contractor shall bill such entities directly on vouchers authorized by the said entities.

In the event a participating non-State Agency fails to make payment to the Contractor for services rendered and accepted, within 60 days of such service, the Contractor may, upon 10 days advance written notice to both the Office of General Services and the non-State Agency representative, suspend additional delivery of service to the particular non-State Agency whose payment is late, until such time as reasonable arrangements have been made and assurances given by the said non-State Agency for current and future contract payments.

**(i)**

IV.6 EMERGENCY PURCHASING

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

**(4e) *(Allows other entities to piggyback off the contract)***

IV.7 EXTENSION OF USE

Any contract resulting from this bid solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

**(5a)**

**SECTION V ADMINISTRATIVE**

V.1 BIDS

All bids shall be received with the understanding that the acceptance in writing by OGS with the approval of the Office of the State Comptroller with communication to the contractor as per section 38 of Appendix B shall constitute a contract between the Bidder and the State. All bids and accompanying documentation shall become the property of the State of New York and shall not be returned.

**(5b)**

**FACSIMILE AND ELECTRONIC PROPOSALS OR BID RESPONSES WILL NOT BE ACCEPTED FOR THIS BID OPENING.**

**(5c)**  ***PURCHASING OFFICERS SHOULD CHOOSE INSTRUCTIONS***

***THAT PERTAIN TO THE SPECIFIC PROCUREMENT.***

V.2 NEW YORK STATE PROCUREMENT RIGHTS

**New York State reserves the right to:**

A. Adjust any bidder's expected costs based on a determination of the evaluation committee that the selection of the said bidder will incur additional costs by the State.

B. Utilize any and all ideas submitted in the proposals received.

C. Adopt all or any part of a bidder's proposal in selecting the optimum configuration.

D. Negotiate with bidders responding to this IFB within the IFB requirements to serve the best interests of the State.

E. Should the State of New York be unsuccessful in negotiating a contract with the selected contractor within 45 days, the State may begin contract negotiations with another bidding contractor in order to serve the best interest of the State of New York.

F. Select and award the contract to other than the lowest bidder in the event of unsuccessful negotiations.

**(5d)**

V.3 NOTIFICATION OF AWARD

The successful bidder shall be advised by PSG in accordance with section 38 of Appendix B.

**(5e)**

V.4 BIDDER DEBRIEFING

Unsuccessful bidders shall be notified upon Notice of Award to the winning Contractor (s). If requested, unsuccessful bidders shall be provided with the basis for the finding that the bid was unacceptable.

**(5f)**

V.5 PROPOSAL SECURITY

The content of each bidder's proposal will be held in strict confidence during the bid evaluation process, and details of a proposal will not be revealed (except as may be required under the Freedom of Information Law or other State Law).

**(5g)**

V.6 LIQUIDATED DAMAGES

If the Bidder/Contractor fails to complete services in accordance with specifications or within the times specified herein it is understood, and the Bidder/Contractor hereby agrees that the amount of \_\_\_ percent of the contracted value per day up to the value of contracted equipment and services shall be deducted from the monies due the Bidder/Contractor for each intervening calendar day, not as a penalty, but as liquidated damages.

**(5h)**

V.7CONTRACT AMENDMENT PROCESS

During the term of the contract, the contract may be amended as changes occur within the industry. The Office of General Service, Procurement Services Group reserves the right to consider amendments which are not specifically covered by the terms of the contract but are judged to be in the best interest of the State. Examples of amendments may include but are not limited to new job titles under the Department of Labor Prevailing Wages, new categories of expertise, ancillary job classifications, on-going services, etc. The process by which amendments may occur is in accordance with the method outlined below. The OGS, an Authorized User, or the Contractor may suggest changes. If the Contractor offers new job titles or services, these services may be made available under this contract and may be offered at maximum not to exceed prices. It shall be the Contractor’s responsibility to submit to the Procurement Services Group, service changes for consideration for contract amendment. These changes, if approved, shall take effect upon written notification by the Office of the General Services and may be subject to pre-audit by the Office of the State Comptroller.

Contractor submitted requests for changes to the contract during the contract period or any extension period should include the following, as applicable:

1. A cover letter briefly describing the request for addition, stating the need for such service to be added.
2. If applicable, a statement from the authorized user indicating the requirement for the addition, and the estimated usage (dollars).
3. A maximum not to exceed price incorporating all changes.

**(6a)**

**SECTION VI FORMAT AND CONTENT OF BID SUBMITTAL**

Bidder MUST supply TWO ORIGINAL COPIES of the bid and include as part of their bid, all items listed below and use the following format as their TABLE OF CONTENTS for their bid submission. Bids are to be submitted in binders with each item listed below as a separate section marked with index tabs as section dividers.

PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID.

Complete bids in response to this initial bid are to be packaged, sealed and submitted to OGS Procurement Services Group (PSG) at the site stated in Section I.4 - INQUIRIES/ISSUING OFFICE. The date and time are shown in Section I.5 - KEY EVENTS/DATES.

All bids must have a label on the outside of the box or package itemizing the following information:

**BID ENCLOSED** (preferably bold, large print, all capital letters)

- Bid number

- Bid Opening Date and Time

Addressed To:

Procurement Services Group

NYS Office of General Services

Corning Tower, 38th Floor

Reception Desk

Empire State Plaza

Albany, NY 12242-0064

If using a commercial delivery company that requires that you use their shipping package or envelope, your bid should be placed within second sealed envelope labeled as detailed above. This will ensure that your bid/proposal is not prematurely opened. See "Notice To Bidders" on page two.

**(6b)**

(Bidder’s) Table of Contents

(1) **Bid** **Document**

The submission for this section should contain all of the bid form pages. All pages must have all blanks completed and your company’s name in the header on each page. The signed signature page and notarized acknowledgment page is to be attached to the bid form. (Original signatures are required with all BOTH copies)

(2) **Extraneous Terms**

This section should contain any exceptions to the terms and conditions listed herein, (see Paragraph 14 of Appendix B - General Specifications).

It should be noted that exceptions may not be considered, and may render the bid non-responsive resulting in rejection of the bid.

(3) **Qualifications of Prospective Bidders**

Bidder must submit with the bid all of the information required by Section I.7:

**(6c)** ***{USE ONLY WHEN NECESSARY….Optional Clause}***

(4) **Pricing Information Provided on Magnetic Media**

It is required that each bidder submit with the bid, the entire offering on magnetic media. Magnetic media shall be on 3-1/2” HD disk in accordance with the instructions below. Disk must be labeled with 1) name of bidder, 2) the Invitation for Bid Number 3) file format, the name and version of the software program.

**SUBMISSION** **OF** **ELECTRONIC** **MEDIA**

In addition to paper copies, all bidders are required to submit pricing information on diskettes with their bid. Diskettes are also required in addition to the paper copies when the contractor submits requests to update contract pricing and/or products.

**(6d)**

GENERAL

Once a contract is awarded, contractor’s prices will be posted on the OGS World Wide Web site.

**(7a)** ***Proposals may be evaluated by various methods. The specific one should be outlined here. Examples of Methods of Awards are as follows:***

**SECTION VII. METHOD OF AWARD OF CONTRACT**

VII.1 METHOD OF AWARD OF BACKDROP CONTRACT

Bids shall be evaluated based on the criteria described hereafter. An interested bidder must submit a bid with maximum not to exceed price for the service for those regions in the State for which they choose to bid. A bidder may submit a bid for one, several, or all regions listed. Bids shall then be evaluated and Backdrop contracts awarded to all qualified bidders who demonstrate compliance with the terms and conditions of the bid. **Bidders are reminded that these prices are “not to exceed prices” that shall remain firm for the initial five (5) years of the Backdrop Contract.** The State reserves the right to negotiate with all bidders who submit prices deemed to be excessive.

Each proposal shall be evaluated based on its technical merit. Bidders are referred to **SECTION** **VI (FORMAT AND CONTENT OF BID SUBMITTAL)** for information on submitting the proposal and **SECTION VII (METHOD OF AWARD OF BACKDROP CONTRACT)** for information on the proposal evaluation.

Awards shall be made by region. Bidders may submit pricing for one, several or all regions, but service must be available to every county within that region.

A Backdrop Contract shall be awarded to all bidders meeting the criteria specified herein. Once a Backdrop Contract is awarded, Contractor’s maximum not to exceed prices shall be posted on the OGS World Wide Web site.

VII.2 TECHNICAL SUBMITTAL

The technical proposal shall be evaluated on a pass/fail basis. Bidders meeting qualifications set forth in this RFP shall be considered for award.

VII.3 COST

The cost proposal for the Backdrop contract shall be reviewed on a pass/fail basis, considering:

1. The reasonableness and practicality of rates relative to scope of services over the initial five (5) year contract period and the requirements of the RFP.

B. The relationship of bidder's price and rates to that of others submitting bids.

During the mini-bid, cost becomes one of the award criteria since competition is limited to only those firms that are pre-qualified in that region by this RFP.

**(7b)**

A Contract shall be awarded to the best value for all of the work specified herein on an evaluated basis. The Contractor is to provide a fixed price for full service maintenance work to include all per diem expenses, preventive maintenance, adjustments, repairs, lubrication, etc. In addition, the Contractor shall provide the State a “time and materials” cost for any repairs not covered by the contract. Since this is a full service contract as specified herein, such repairs would be limited to vandalism, fire, negligence by the State, or other unusual circumstances. The time and materials portion of the bid shall be computed by taking the hourly rate charged and the percent markup over the Contractor's cost for parts and materials and multiply it by the estimated number of hours that will be required or by the total dollar value of materials and parts that may be required. These are estimated figures only and the Contractor shall be paid only for the actual time or materials that are utilized, whether more or less than the estimated amounts.

**(7c)**

An example of this last bid evaluation follows:

Bidder “A”

a) Cost for inspection and testing $8,000.00

b) Hourly rate is $30.00/ hour x estimated 10 hours $ 300.00

c) Material markup 25% x estimated $200.00 $ 250.00

**TOTAL BID $8,550.00**

Bidder “B”

a) Cost for inspection and testing $8,400.00

b) Hourly rate is $20.00/ hour x estimated 10 hours $ 200.00

c) Material markup 20% x estimated $200.00 $ 240.00

**TOTAL BID $8,840.00**

Therefore, on the basis of the computations used, Bidder “A” is the best value bidder even though the hourly rate and material were higher than that of Bidder “B.”

The labor cost quotes shall be considered straight time costs for work accomplished during regular hours between 7 AM and 5 PM, Mondays through Fridays, excluding all State Holidays. Any work performed at times other than above is considered to be overtime and would be allowed only when approved by the Facility Manager. Overtime rates paid to the Contractor would be 1.5 times the rate bid for “after hours” and Saturdays, or double times the rate bid for Sundays and Holidays.

Prospective Contractors should note that since this is a full service agreement, the time and materials requirement would only be utilized in the event of vandalism, negligence by the State, fire, or other unusual circumstances.

On any repairs not covered by the Contract, the State further retains the right to have such repairs completed as deemed to be in the State’s best interest whether it be by utilizing the time or material rates bid herein, by utilizing in-house personnel, or by separate bid.

**(r2)**

ELECTRONIC BID OPENING RESULTS

The Procurement Services Group (PSG) posts bid prices on the OGS/PSG web page. The web page makes available bid tabulations (i.e.: photocopies of price pages or spreadsheets) received by PSG for scheduled bid openings. Previously only available through Freedom of Information, such information is anticipated to be available online within two business days after the bid opening.

The Bid Opening Results Page is available at: http://www.ogs.ny.gov/purchase/bidresults/bidresults.asp

DEBRIEFING

A bidder will be accorded fair and equal treatment with respect to its opportunity for debriefing. Prior to contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that bidder’s proposal or bid. After contract award, OGS shall, upon request, provide a debriefing to any unsuccessful bidder that responded to the solicitation, regarding the reason that the proposal or bid submitted by such bidder was not selected for a contract award. The post-award debriefing should be requested in writing within 30 days of posting of the contract award on the OGS website.

**(k2)**

DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW)

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the “Law”). Pursuant to new §19‑0323 of the N.Y. Environmental Conservation Law (“NYECL”) it is now 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. They need to be operated exclusively on ULSD by February 12, 2007. 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.

As a contract vendor the Law may be applicable to vehicles used by contract vendors “on behalf of” State agencies and public authorities. All heavy duty diesel vehicles must have BART by December 31, 2012. The Law also provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19‑0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19‑0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

**[ ) ] *(Purchasing Officer may revise sales report as needed but essential***

***MWBE information MUST REMAIN.)***

REPORT OF CONTRACT PURCHASES

Contractor shall furnish quarterly reports containing total sales for both state agency and authorized non-state agency contract purchases no later than forty-five (45) days after the close of each calendar quarter.

In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://www.nylovesmwbe.ny.gov/cf/search.cfm>.

A separate report shall be provided in the following format for each authorized distribution channel. The sales report form is forwarded to each contractor at time of award for completion in accordance with the contract terms and conditions:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Item/  SubItem  Number | Product or Catalog  Number | Product/  Service  Description | Total Quantity Shipped to State Agencies | Total Quantity  Shipped to  Authorized  Non-State Agencies | Total Sales $  State Agencies | Total Sales $  Authorized Non-State Agencies |
|  |  |  |  |  |  | $ |
|  |  |  |  | Grand Total Sales State  and Non-State Agencies |  | $ |

The report is to be submitted electronically in Microsoft Excel 2007 or lower format to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

**(w2)**

WORKERS’ COMPENSATION INSURANCE AND DISABILITY BENEFITS REQUIREMENTS

Workers’ Compensation Law (WCL) §57 & §220 requires the heads of all municipal and state entities to ensure that businesses applying for permits, licenses or contracts document it has appropriate workers’ compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals, whether the governmental agency is having the work done or is simply issuing the permit, license or contract. Failure to provide proof of such coverage or a legal exemption will result in a rejection of your bid or renewal.

**1. Proof of Compliance with Workers’ Compensation Coverage Requirements:**

An ACORD form is NOT acceptable proof of workers’ compensation coverage. In order to provide proof of compliance with the requirements of the Workers’ Compensation Law pertaining to workers’ compensation coverage, a contractor shall:

A) Be legally exempt from obtaining Workers’ Compensation insurance coverage; or

B) Obtain such coverage from an insurance carrier; or

C) Be a Workers’ Compensation Board-approved self-insured employer or participate in an authorized self-insurance plan.

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

A) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers’ Compensation Board’s website ([www.wcb.state.ny.us](http://www.wcb.state.ny.us)); (Reference applicable IFB/RFP and Group #s on the form.)

B) Certificate of Workers’ Compensation Insurance:

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

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

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

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

**2. Proof of Compliance with Disability Benefits Coverage Requirements:**

In order to provide proof of compliance with the requirements of the Workers’ Compensation Law pertaining to disability benefits, a contractor shall:

A) Be legally exempt from obtaining disability benefits coverage; or

B) Obtain such coverage from an insurance carrier; or

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

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

A) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers’ Compensation Board’s website ([www.wcb.state.ny.us](http://www.wcb.state.ny.us)); (Reference applicable IFB/RFP and Group #s on the form.)

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

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

**ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME**: The Office of General Services, Procurement Services Group, Team \_\_, 38th floor, Corning Tower, Albany NY 12242 as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder)

**(ll)**

|  |  |
| --- | --- |
| **PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY’S NAME IN THE BOX** | **Bidder** |
| **⇒ ⇒ ⇒ ⇒ ⇒ ⇒** |

**(8)**

|  |  |
| --- | --- |
| **PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY’S NAME IN THE BOX** | **Bidder** |
| **⇒ ⇒ ⇒ ⇒ ⇒ ⇒** |

BIDDER'S SUBMITTAL CHECKLIST

The following checklist is intended to acquaint the bidder

with all items of information that must be submitted with

the bid. Failure to submit any item may result in rejection

of the bid.

**Does the proposal include:**

1. Is all pricing information included and complete \_\_\_\_\_ YES \_\_\_\_\_ NO

2. Are there three (3) proposal responses, each with an

original signature? \_\_\_\_\_ YES \_\_\_\_\_ NO

3. Does proposal have all qualifications clearly outlined? \_\_\_\_\_ YES \_\_\_\_\_ NO

4. Please refer to the Extraneous Terms clause 13 of

Appendix B. Are the extraneous terms part of your bid? \_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please identify the separate section in your

bid in which they are outlined \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. Does each proposal have completed and signed

acknowledgment form? \_\_\_\_\_ YES \_\_\_\_\_ NO

**(tt) *(Questions to be used as appropriate)***

|  |  |
| --- | --- |
| **PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY’S NAME IN THE BOX** | **Bidder** |
| **⇒ ⇒ ⇒ ⇒ ⇒ ⇒** |

|  |  |
| --- | --- |
| NOTES TO BIDDERS: FAILURE TO ANSWER THE QUESTIONS WILL DELAY THE EVALUATION OF YOUR BID AND MAY RESULT IN REJECTION OF YOUR BID. |  |
| * Has Bidder completed the New York State Vendor Responsibility Questionnaire? | \_\_\_\_\_ YES, filed online  (OR) |
|  | \_\_\_\_\_ YES, paper copy attached |
| * If Bidder completed the Questionnaire online, has Bidder certified or recertified the Vendor Responsibility Questionnaire no more than six (6) months prior to the bid opening date? | \_\_\_\_\_ YES \_\_\_\_\_ NO |
| * Are prices quoted the same as or lower than those quoted   other corporations, institutions and government agencies  (including GSA/VA contracts) on similar products, quantities,  terms and conditions? See "Best Pricing Offer" in  Appendix B, OGS General Specifications.  If "NO", please explain on a separate sheet. | \_\_\_\_\_ YES \_\_\_\_\_ NO |
| * Do you have a contract with the General Services Administration (GSA) or Veterans Affairs (VA) for products offered? (Check all that apply.) | \_\_\_\_\_ GSA \_\_\_\_\_ VA \_\_\_\_\_ NO |
| If yes, will you offer New York State pricing equal to or better than your GSA or VA pricing? | \_\_\_\_\_ GSA \_\_\_\_\_ VA \_\_\_\_\_ NO |
| If yes, a copy of the GSA or VA schedule is required.  Have you included a copy? | \_\_\_\_\_ GSA \_\_\_\_\_ VA \_\_\_\_\_ NO |
| * Is this product available only on a "direct from the   manufacturer basis" or can pricing be obtained from dealers  or distributors? Check one: | \_\_\_ Manufacturer \_\_\_ Other |
| If you are a manufacturer and have checked "Other",  please attach listing of authorized dealers and distributors. | \_\_\_\_\_ YES \_\_\_\_\_ NO |
| * Do you have your catalog available on the Internet? | \_\_\_\_\_ YES \_\_\_\_\_ NO |
| If yes, do you have the ability to make NY pricing  available along with your catalog on line? | \_\_\_\_\_ YES \_\_\_\_\_ NO |
| * Does bidder offer Electronic Access Ordering (EDI)? | \_\_\_\_\_ YES \_\_\_\_\_ NO |
| * If awarded a contract, will bidder accept the New York   State Procurement Card for orders not to exceed $15,000.00? | \_\_\_\_\_ YES \_\_\_\_\_ NO |

|  |  |
| --- | --- |
| **PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY’S NAME IN THE BOX** | **Bidder** |
| **⇒ ⇒ ⇒ ⇒ ⇒ ⇒** |

|  |  |
| --- | --- |
| NOTES TO BIDDERS: (Cont’d) |  |
| * If bidder limits the maximum acceptable card amount to less than $15,000, please indicate the maximum amount: | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Additional discount for purchases made with the NYS  Procurement Card: | \_\_\_\_\_ % |
| Cash Discounts will not be considered in determining low bid, but cash discounts of any size may be considered in awarding tie bids. |  |
| * Cash Discount for payment within 15 days of delivery and/or receipt of voucher | \_\_\_\_\_ % |
| * Cash Discount for payment within 30 days of delivery and/or receipt of voucher | \_\_\_\_\_ % |
| * Are any products offered manufactured from recycled materials? | \_\_\_\_\_ YES \_\_\_\_\_ NO |
| Are any products offered remanufactured (restored to its  original performance standards and function)? | \_\_\_\_\_ YES \_\_\_\_\_ NO |
| Are any products offered Energy Star Compliant?  (If YES to any of the above, please attach specifics.) | \_\_\_\_\_ YES \_\_\_\_\_ NO |
| * If awarded a contract, will bidder honor orders   for less than the minimum order?  If YES, will shipping costs be added in accordance  with the "Minimum Order" clause?  OR  If YES, will bidder ship at no additional cost? | \_\_\_\_\_ YES \_\_\_\_\_ NO  \_\_\_\_\_ YES \_\_\_\_\_ NO  \_\_\_\_\_ YES \_\_\_\_\_ NO |
| * Person or persons to contact for expediting   New York State contract orders: Name:  Title:  Telephone Number:  Toll Free Telephone Number:  Fax Number:  Toll Free Fax Number:  E-Mail Address: | ( )  ( )  ( )  ( ) |

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| **PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY’S NAME IN THE BOX** | **Bidder** |
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| NOTES TO BIDDERS: (Cont’d) |  |
| * Person or persons to contact in the event of an emergency   occurring after business hours or on weekend/holidays:  State Normal Business Hours (Specify M-F, Sat, Sun):  Name:  Title:  Telephone Number:  Fax Number:  Pager Number:  Cellular Telephone Number:  E-Mail Address: | ( )  ( )  ( )  ( ) |

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| **PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY’S NAME IN THE BOX** | **Bidder** |
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| BIDDERS PLEASE ANSWER THE FOLLOWING QUESTIONS:  1. Is your company a Minority or Women-Owned Business Enterprise, certified in accordance with Article 15A of the New York State Executive Law as defined below? | \_\_\_\_\_\_\_\_\_YES \_\_\_\_\_\_\_\_\_NO |
| 2. Is your company listed in the Empire State Development Directory of Certified Minority and Women Owned Businesses?  <http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp>  NOTE: Contractors certified **and** listed in the Empire State Development’s Directory of Certified Minority and Women-Owned Business Enterprises\* will be identified by OGS as MBEs and/or WBEs in the OGS Contract Award Notification upon award of the contract.  \*For further information and or application please contact New York State Department of Economic Development, Division of Minority and Women-Owned Business Enterprise at 518-292-5250 (Albany) or 212-803-2414 (New York City). | \_\_\_\_\_\_\_\_\_YES \_\_\_\_\_\_\_\_\_NO  MINORITY-OWNED  WOMEN-OWNED  MINORITY AND WOMEN-OWNED |
| "Minority or Women-Owned Business Enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:  (a) at least fifty-one percent owned and controlled by the minority members and/or women;  (b) an enterprise in which such minority and/or women ownership interest is real, substantial and continuing;  (c) an enterprise in which such minority and/or women ownership has and exercises the authority to independently control the day-to-day business decisions; and  (d) an enterprise independently owned, operated and authorized to do business in New York State. |  |
| 3. Is your company a New York Small Business Concern as defined in accordance with Article 11 of the New York State Finance Law?  "Small Business Concern" means a business which:  (a) is resident in New York State;  (b) is independently owned and operated;  (c) is not dominant in its field; and,  (d) employs one hundred or fewer persons. | \_\_\_\_\_\_\_\_\_YES \_\_\_\_\_\_\_\_\_NO |

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| **PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY’S NAME IN THE BOX** | **Bidder** |
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| 4. Total number of people employed by your business in  New York State: |  |
| 5. **PLACE OF MANUFACTURE OF PRODUCT(S) BID**:  (Indicate Yes or No for either A, B or C)  A. All NYS Manufacture  B. All Manufactured outside NYS  C. Manufactured In NYS and Outside NYS  If yes to C above, Location (State) where more than  half the value is added to the product(s) bid: | \_\_\_\_\_\_\_\_\_YES \_\_\_\_\_\_\_\_\_NO  \_\_\_\_\_\_\_\_\_YES \_\_\_\_\_\_\_\_\_NO  \_\_\_\_\_\_\_\_\_YES \_\_\_\_\_\_\_\_\_NO  State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 6. **BIDDER’S PRINCIPAL PLACE OF BUSINESS\*:**  \*"Principal Place of Business" is the location of the primary control, direction and management of the enterprise. | State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 7. **"NONDISCRIMINATION IN EMPLOYMENT IN**  **NORTHERN IRELAND:**  **MacBRIDE FAIR EMPLOYMENT PRINCIPLES**"  In accordance with Section 165 of the State Finance Law, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either:  (Answer Yes or No to one or both of the following, as applicable),  A. have business operations in Northern Ireland:  If yes,  B. 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 non-discrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such Principles. | \_\_\_\_\_\_\_\_\_YES \_\_\_\_\_\_\_\_\_NO  \_\_\_\_\_\_\_\_\_YES \_\_\_\_\_\_\_\_\_NO |

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| **PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY’S NAME IN THE BOX** | **Bidder** |
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| **8. BIDDER/OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**  Pursuant to Procurement Lobbying Law (SFL §139-j) |  |
| A. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? | \_\_\_\_\_\_\_\_\_YES \_\_\_\_\_\_\_\_\_NO |
| If yes, please answer the following question: |  |
| B. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? | \_\_\_\_\_\_\_\_\_YES \_\_\_\_\_\_\_\_\_NO |
| C. If yes, was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity? | \_\_\_\_\_\_\_\_\_YES \_\_\_\_\_\_\_\_\_NO |
| If yes, please provide details regarding the finding of non-responsibility: |  |
| Governmental Entity: |  |
| Date of Finding of Non-responsibility: |  |
| Basis of Finding of Non-Responsibility:  (add additional pages if necessary) |  |
| D. Has any governmental agency terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information? | \_\_\_\_\_\_\_\_\_YES \_\_\_\_\_\_\_\_\_NO |
| If yes, please provide details: |  |
| Governmental Entity: |  |
| Date of Termination or Withholding of Contract: |  |
| Basis of Termination or Withholding:  (add additional pages if necessary) |  |
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THIS PAGE CONTAINS A LIST OF THOSE ITEMS

THAT NEED TO BE ADDED TO THIS DOCUMENT

PLEASE INSERT THESE DOCUMENTS

FOLLOWING THE INSTRUCTIONS GIVEN

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| **DOCUMENT** | **PAGE LOCATION** | **SPECIAL INSTRUCTIONS** |
| Appendix A |  |  |
| Appendix B |  |  |
| Appendix 2 |  |  |
| Contractors  Insurance Requirements -- Need Clause |  |  |
| Acknowledgment page |  |  |
| MWBE 15a doc |  |  |
| Report of Contract Purchases |  |  |
| Facility Information Form |  |  |
| Reference Form |  |  |
| Performance Survey Form  Non-Technology Services |  |  |

**FORMS:**

**(x2)**

ACKNOWLEDGMENT PAGE

The bid must be fully and properly executed by an authorized person. **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 INVITATION FOR BIDS, Appendix A (Standard Clauses For New York State Contracts), Appendix B (OGS General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, bidder affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).** Information may be accessed at:

Procurement Lobbying: http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html

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| **INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT**  **STATE OF }**  **: SS.:**  **COUNTY OF }**  On the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year 20 \_\_ , before me personally appeared **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** , known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that \_he resides at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Town of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ; and further that:  **[Check One]**  **( If an individual):** \_he executed the foregoing instrument in his/her name and on his/her own behalf.  **( If a corporation):** \_he is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.  **( If a partnership):** \_he is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.  **( If a limited liability company):** \_he is a duly authorized member of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, LLC, the limited liability company described in said instrument; that \_he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Notary Public**  **Registration No.** |

**[ m2 ]**

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

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women’s Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offerer/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

a. Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.

b. Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses

Authorized Users are encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at: http://www.empire.state.ny.us/Small\_and\_Growing\_Businesses/mwbe.asp

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**REFERENCE FORM**

(Please submit one form per reference)

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| --- | --- | --- | --- | --- | --- | --- |
| **YOUR COMPANY'S INFORMATION** | | | | | | |
| Company Name: |  | | | | |  |
| Signature: |  | | | | |  |
| Company Address |  | | | | |  |
|  |  | | | | |  |
| Year Business Began | | / / |  | No. of Years in Business |  |  |
|  | |  |  |  |  |  |

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| **REFERENCE CUSTOMER'S INFORMATION** | | | | | |
| Customer Name | |  | | |  |
| Customer Signature | |  | | |  |
| Customer Address | |  | | |  |
|  | |  | | |  |
| Contact Person | |  | | |  |
| Telephone Number | |  | | |  |
| Facsimile Number | |  | | |  |
| E-Mail Address (if applicable) | |  | | |  |
| Date Range of Service | | / / | through | / / |  |
| Dollar Value of Contract | |  | | |  |
| Description of services provided, including monthly billable hours, levels of guards, etc.: | | | | |  |
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|  | **NEW YORK STATE OFFICE OF GENERAL SERVICES-PROCUREMENT SERVICES**  **SUBSTITUTE FORM W-9**  **REQUEST FOR TAXPAPER IDENTIFICATION NUMBER & CERTIFICATIONS** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ***TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION.*** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Part I: Vendor Information** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Legal Business Name | | | | | | | | | | | 2. If you use a DBA, please list below | | | | | | | | | | | | | | | | | | | | | | |
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| 3. Entity Type (Check one only) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Sole Proprietor** | **Partnership** | | | | **Limited Liability Corporation** | | | **Business Corporation** | | | | | | | | | **Unincorporated Association/Business** | | | | | | | | | | | | | | | | **Federal Government** |
| **State Government** | | **Public Authority** | | | | **Local Government** | | | **School District** | | | | | **Fire District** | | | | | | | | **Other** | | | | | |  | | | | | |
| **Part II: Taxpayer Identification Number (TIN) and Taxpayer Identification Type** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Enter your TIN here: *(DO NOT USE DASHES)* | | | | | | | | | | | | |  | | |  | |  | | |  | | |  | |  | | |  |  |  |  | |
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| 2. Taxpayer Identification Type (check appropriate box) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Employer ID No. (EIN) | | | Social Security No. (SSN) | | | | Individual Taxpayer ID No. (ITIN) | | | | | | | | | | | | | | | | N/A (Non-United States Business Entity) | | | | | | | | | | |
| **Part III: Address** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Physical Address: | | | | | | | | | | | 2. Remittance Address: | | | | | | | | | | | | | | | | | | | | | | |
| Number, Street, and Apartment or Suite Number | | | | | | | | | | | Number, Street, and Apartment or Suite Number | | | | | | | | | | | | | | | | | | | | | | |
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| City, State, and Nine Digit Zip Code or Country | | | | | | | | | | | City, State, and Nine Digit Zip Code or Country | | | | | | | | | | | | | | | | | | | | | | |
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| **Part IV: Exemption from Backup Withholding and Certification** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| For payees exempt from Backup withholding, check the box below. Valid explanation required for exemption. See instructions. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Exempt from Backup Withholding** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. Under penalties of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number (TIN). | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Sign Here:** |  | | | | | | | | |  |  | | | | | | | | | | | | | |  | |  | | | | | | |
|  | Signature | | | | | | | | |  | Date | | | | | | | | | | | | | |  | |  | | | | | | |
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|  | Print Preparer’s Name | | | | | | | | |  | Phone Number | | | | | | | | | | | | | |  | | Email Address | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **Part V: Contact Information - Individual Authorized to Represent the Vendor** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Vendor Contact Person: | | | |  | | | | | | | |  | | | Title | | | |  | | | | | | | | | | | | | | |
| Contact’s Email Address: | | | |  | | | | | | | | | | | | | |  | | Phone Number: | | | | | | | | | | ( ) | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **DO NOT SUBMIT FORM TO IRS - SUBMIT FORM TO NYS OFFICE OF THE STATE COMPTROLLER** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **FOR OSC USE ONLY** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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**Performance Survey**

**Non-Technology Services**

**TO OGS CUSTOMERS:**

**The Office of General Services, Procurement Services Group wishes to solicit input from customers regarding their satisfaction with service contractor performance. Please take a moment to complete this survey reporting on contractor's performance with regard to OGS/PSG service contracts. Copy this form as needed and forward to the OGS-Procurement Services Group. Please feel free to offer additional comments below, particularly with respect to contract improvement opportunities and contractor performance.**

**Contract Name**: **Contract Number**:

**Contractor**:

**CONTRACTOR PERFORMANCE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Excellent** | **Good** | **Acceptable** | **Unacceptable** |
| •Conformance to service requirements of contract |  |  |  |  |
| •Timeliness of service |  |  |  |  |
| •Customer service and support |  |  |  |  |
| •Timely complaint resolution |  |  |  |  |
| •Professionalism of staff |  |  |  |  |
| •Services provided met customer needs |  |  |  |  |
| •Overall contractor performance |  |  |  |  |

**BILLING**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Excellent** | **Good** | **Acceptable** | **Unacceptable** |
| •Ability to verify invoices against contract prices |  |  |  |  |

**CONTRACT SUITABILITY**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Excellent** | **Good** | **Acceptable** | **Unacceptable** |
| •Ease of understanding the contract |  |  |  |  |
| •Overall satisfaction with the contract requirements |  |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Yes** | **No** | **Undecided** |
| Would you use this contractor again?  If "No" please explain below. |  |  |  |

**Comments**:

**Agency**: **Prepared by**:

**Phone**: **E- mail**:

**PLEASE RETURN COMPLETED SURVEY TO:**

OGS PROCUREMENT SERVICES GROUP

Customer Services, 38thFloor

Corning 2nd Tower - Empire State Plaza

Albany, New York 12242

Telephone No. (518) 474-6717

Fax (518) 474-2437

Miscellaneous Autotext Entries To Use Within Document:

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***APPENDIX 2 - Tax Certification Form***

***MUST BE INCLUDED WITHIN ALL DOCUMENTS.***

***APPENDIX A Template***

***MUST BE PRINTED WITH ALL DOCUMENTS.***

***APPENDIX B Template***

***MUST BE PRINTED WITH ALL DOCUMENTS.***