



DIVISION OF FINANCIAL ADMINISTRATION

ADDENDUM #3

REQUEST FOR PROPOSAL # 2280

Date: September 23, 2019

Subject: Cancellation of RFP #2280

Title: Building 17 Power Plant Equipment Maintenance, Testing, and Repair at the W. Averill Harriman State Office Building Campus in Albany, NY

Address Bids to: Seth Stark
Contract Management Specialist II
NYS Office of General Services
Financial Administration | Agency Procurement Office
32nd Floor, Corning Tower Building, Empire State Plaza,
Albany, NY 12242
518-474-5981 | Seth.Stark@ogs.ny.gov

To Prospective Proposers: This addendum is being issued to provide notice of cancellation of Request for Proposals number 2280.

Pursuant to Section 6.10 Procurement Rights, item 9., OGS is invoking its right to not make an award for RFP # 2280.

RFP # 2280 Building 17 Power Plant Equipment Maintenance, Testing, and Repair at the W. Averill Harriman State Office Building Campus in Albany, NY is hereby canceled.

OGS anticipates resoliciting proposals for these services in November 2019.



DIVISION OF FINANCIAL ADMINISTRATION

ADDENDUM #2

REQUEST FOR PROPOSAL # 2280

Date: September 3, 2019

Subject: Postponement

Title: BUILDING 17 POWER PLANT EQUIPMENT MAINTENANCE, TESTING, AND REPAIR
AT THE
W. AVERILL HARRIMAN STATE OFFICE BUILDING CAMPUS IN ALBANY, NY

Bid Due Date: ~~SEPTEMBER 19, 2019 @ 2:00PM~~ To be determined.

Address Bids to: Seth Stark
Division of Financial Administration
NYS Office of General Services
32nd Floor, Corning Tower
Empire State Plaza
Albany, New York 12242
RFP # 2280

To Prospective Proposers: This addendum is being issued to postpone key events. OGS will issue Addendum 3 with revised dates in the near future.

Company Name _____

Address (include City, State, Zip) _____

Bidders Name (please print) _____

Title _____

Signature _____

Date _____



DIVISION OF FINANCIAL ADMINISTRATION

ADDENDUM #1

REQUEST FOR PROPOSAL # 2280

Date: August 15, 2019

Subject: Additional Designated Contact and Mandatory Site Visit attendees

Title: BUILDING 17 POWER PLANT EQUIPMENT MAINTENANCE, TESTING, AND REPAIR
AT THE
W. AVERILL HARRIMAN STATE OFFICE BUILDING CAMPUS IN ALBANY, NY

Bid Due Date: SEPTEMBER 19, 2019 @ 2:00PM

Address Bids to: Seth Stark
Division of Financial Administration
NYS Office of General Services
32nd Floor, Corning Tower
Empire State Plaza
Albany, New York 12242
RFP # 2280

To Prospective Proposers: This addendum is being issued to add an additional Designated Contact and provide a list of Mandatory Site Visit attendees.

Additional Designated Contact:

In accordance with New York State Finance Law §139-j, please be advised that the Office of General Services (OGS) has added Lori Brodhead as Designated Contacts for the purposes of MWBE utilization on the above procurement. In accordance with New York State law, an Offerer, must only make "Permissible Contacts" with respect to a governmental procurement [see State Finance Law §139-j(3).]

The law recognizes two types of "Permissible Contacts." The first is commonly referred to as a "Designated Contact" and the second is commonly referred to as a "Permissible Subject Matter

Communication.” All other Contacts are commonly referred to as “Impermissible Contacts.” A “Designated Contact” is a specific person or persons that OGS has identified to receive Contacts (attempts to influence) from an Offerer regarding a procurement. The five Designated Contacts for this procurement are listed below and shall be effective from issuance of this addendum through approval of the contract by the Office of the State Comptroller.

Seth Stark, Contract Management Specialist II
NYS Office of General Services
Financial Administration/ Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Voice: 1-518-486-2823
Email: seth.stark@ogs.ny.gov

Mary Slusarz, Contract Management Specialist III
NYS Office of General Services
Financial Administration/ Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Voice: 1-518-474-5981
Email: mary.slusarz@ogs.ny.gov

Alice M. Roberson, Assistant Director
NYS Office of General Services
Minority and Women-Owned Business Enterprises
Corning Tower, 29th Floor, ESP
Albany, NY 12242
Voice: 1-518-408-8678
Email: alice.roberson@ogs.ny.gov

Lori Brodhead, Compliance Specialist
NYS Office of General Services
Minority and Women-Owned Business Enterprises
Corning Tower, 29th Floor, ESP
Albany, NY 12242
Voice: 1-518-408-8678
Email: lori.brodhead@ogs.ny.gov

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

Please note that the State Finance Law also prohibits a vendor from having Contact with a non-procuring governmental entity [see State Finance Law §139-j(4)] regarding another entity's transaction. Also note that "Contact" is a defined term, which means any oral, written or electronic communication with OGS or a Designated Contact that a reasonable person would infer was intended to influence the governmental procurement. All Contacts (attempts to influence), whether Permissible Contacts or Impermissible Contacts, shall be recorded and filed in the procurement record. All possibly Impermissible Contacts shall be referred for review and investigation in accordance with a process established by the Office of General Services. Copies of OGS's policies can be found at <http://ogs.ny.gov/default.asp>

Additional general information on this New York State law can be found at <https://online.ogs.ny.gov/legal/lobbyinglawfaq/default.asp>

Vendors who attended the Mandatory Site Visit on August 15, 2019, 10:00am

- Associated Boiler Line Equipment Company
- Carrier Commercial Service
- Johnson Controls, Inc
- Tri County Refrigeration, Inc.

Company Name _____

Address (include City, State, Zip) _____

Bidders Name (please print) _____

Title _____

Signature _____

Date _____



REQUEST FOR PROPOSAL (RFP) NUMBER 2280 SOLICITED BY THE NEW YORK STATE OFFICE OF GENERAL SERVICES

FOR

BUILDING 17 POWER PLANT EQUIPMENT MAINTENANCE, TESTING, AND REPAIR

AT THE

W. AVERILL HARRIMAN STATE OFFICE BUILDING CAMPUS IN ALBANY, NY

PROPOSAL DUE DATE: SEPTEMBER 19, 2019 @ 2:00PM

ISSUE DATE: JULY 23, 2019

Designated Contact:

Seth Stark

Voice: 518-486-2823

E-mail: seth.stark@ogs.ny.gov

Alternate Contact:

Mary Slusarz

Voice: 518-474-5981

E-mail: mary.slusarz@ogs.ny.gov

Table of Contents

1. INTRODUCTION.....	5
1.1 Overview	5
1.2 Designated Contact.....	5
1.3 Glossary of Terms.....	6
1.4 Minimum Proposer Qualifications	6
1.5 Key Events	6
1.6 Mandatory Site Visit	7
2. DETAILED SCOPE OF WORK/SERVICE REQUIREMENTS.....	8
2.1 Scope of Contract.....	8
2.2 General Requirements	8
2.3 Work to be Performed by OGS	8
2.4 System Evaluation.....	9
2.5 Equipment to be Serviced	9
2.5.1 Chiller Machines.....	9
2.5.2 Chilled/Condenser Water Pumps.....	10
2.6 Warranty.....	11
2.7 Scheduling of Work	11
2.8 Schedule of Maintenance / Services*	11
2.9 Service Descriptions	12
2.9.1 Performance Check.....	12
2.9.2 Chiller Maintenance	13
2.9.3 Compressor Oil Changes.....	14
2.9.4 Motor Testing	14
2.9.5 Vibration Analysis.....	15
2.9.5.1 Trending Analysis.....	15
2.9.5.2 Signal Analysis	15
2.9.5.3 Machine Diagnosis.....	15
2.9.5.4 Machine Balancing.....	15
2.9.5.5 Alignment	15
2.9.6 Eddy Current Test(s).....	16
2.10 Automated Logic Chiller Plant DDC Maintenance	17
2.10.1 Monthly Automated Logic Technician Services	18
2.11 Mechanical Maintenance Labor Services	18
2.12 Preferred Instruments Boiler Plant DDC Maintenance	18
2.13 Chilled/Condensing Water Pump Maintenance	19
2.14 Additional Services.....	19
2.14.1 Emergency Services	20
2.15 Contractor's Compensatory Liability	20
2.16 Staffing Requirements.....	20
2.17 OSHA (Occupational Safety & Health Administration) Training Requirements	21
2.17.1 OGS Facility Manager's Obligations	21
2.17.2 Contractor / Contract Employee Obligations.....	21
2.17.3 Specific Field-of-Work Requirements	21
2.18 Administrative and Reporting Requirements	22
2.18.1 Contract Meetings	22

2.18.2	Work Schedule Report	22
2.19	Security Procedures	23
2.20	Prevailing Wage Rate Advisory Notice	23
2.21	Background Checks for Contractors Performing Services in OGS Facilities	23
2.22	Drawings and Wiring Diagram	25
3.	PROPOSAL SUBMISSION.....	26
3.1	RFP Questions and Clarifications	26
3.2	Proposal Format and Content	26
3.2.1	Technical Proposal.....	26
3.2.2	Cost Proposal.....	27
3.2.3	Administrative Proposal	27
3.3	Proposal Preparation	28
3.5	Instructions for Proposal Submission.....	28
4.	EVALUATION AND SELECTION PROCESS.....	30
4.1	Proposal Evaluation	30
4.1.1	Evaluation Items.....	30
4.2	Notification of Award	31
5.	ADMINISTRATIVE INFORMATION.....	32
5.1	Issuing Office.....	32
5.2	Method of Award	32
5.3	Price	32
5.3.1	System Evaluation	32
5.3.2	Base Chiller Services	32
5.3.3	Automated Logic Chiller Plant Direct Digital Control Maintenance.....	32
5.3.4	Automated Logic Technician Services	32
5.3.5	Mechanical Maintenance Labor Services	32
5.3.7	Chilled/Condensing Water Pump Maintenance	33
5.3.8	Additional Services.....	33
5.3.9	Grand Total	33
5.4	Term of Contract	33
5.5	Method of Payment	33
5.6	Electronic Payments	34
5.7	Past Practice	35
5.8	Exceptions and Extraneous Terms	35
5.9	Dispute Resolution	35
5.10	Examination of Contract Documents.....	35
5.11	Prime Contractor Responsibilities	36
5.12	Rules of Construction	36
6.	CONTRACT CLAUSES AND REQUIREMENTS	37
6.1	Appendix A / Order of Precedence	37
6.2	Procurement Lobbying Requirement	37
6.3	Confidentiality.....	37
6.4	Ethics Compliance.....	37
6.5	Tax and Finance Clause	37
6.6	Freedom of Information Law / Trade Secrets	38
6.7	General Requirements	38

6.8 Contract Terms..... 39
6.9 Subcontractors 39
6.10 Procurement Rights..... 40
6.11 Extent of Services 41
6.12 Debriefings 41
6.13 Termination 41
6.14 NYS Vendor Responsibility Questionnaire 42
6.15 New York State Vendor File Registration 43
6.16 Indemnification 43
6.17 Force Majeure 43
6.18 Encouraging Use of NYS Businesses..... 43
6.19 Sexual Harassment Prevention..... 44
6.20 Participation Opportunities For New York State Certified Service-Disabled Veteran-Owned Businesses44

Appendix A.....Standard Clauses for New York State Contracts

RFP Appendix B.....Required Forms

RFP Appendix C.....Sample Contract

RFP Appendix D..... Insurance Requirements

RFP Appendix E..... MWBE Goals

RFP Appendix F..... Prevailing Wage Rate Schedule

RFP Appendix G.....Harriman Office Campus Building #17 Power Plant I/O List

RFP Attachment 1.....Cost Proposal Form

RFP Attachment 2.....Bid Submission Checklist

1. INTRODUCTION

1.1 Overview

The intent of this solicitation is to seek a contractor to provide qualified personnel for the inspection, testing, disassembly, preventative maintenance/repair, reassembly and emergency service as specified herein for four new Carrier Centrifugal Chillers and related power plant equipment located at Building 17 on the Harriman State Office Building Campus, Albany, NY 12226.

There are currently six chillers at the W. Averill State Office Building Campus, Building 17, Albany, NY:

<u>Chiller Unit</u>	<u>Model#</u>	<u>Serial #</u>
*Unit 2	19XR-8082-574-EJH68S	0900Q59893
*Unit 3	19XR-8082-574-EJH68S	1000Q59891
Unit 4	19XR-A67B67640JQGS	1819Q27370
**Unit 5/6	19XR-C67D67738VWGS	1919Q27378
**Unit 6/5	19XR-C67D67738VWGS	1919Q27381
Unit 1	19XR-A67B67640JQGS	1819Q27380

***Important note regarding Chiller Units 2 and 3:** Chiller Units 2 and 3 are maintained under separate contract and will not be included in this scope of work.

****Important note regarding Chiller Units 5 and 6:** At the time of issuance of this RFP, Chiller Unit # 5 and # 6 have not been permanently installed, therefore the serial numbers provided for Chiller Units # 5 and # 6 may be swapped. An addendum will be issued confirming the correct Serial Numbers for Chiller Units # 5 and # 6. Please note that Chiller Unit # 5 and # 6 have identical model numbers.

1.2 Designated Contact

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

Seth Stark, Contract Management Specialist II
 NYS Office of General Services
 Financial Administration/ Agency Procurement Office
 Corning Tower, 32nd Floor, ESP
 Albany, New York 12242
 Voice: 1-518-486-2823
 Email: seth.stark@ogs.ny.gov

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

Mary Slusarz, Contract Management Specialist III
 NYS Office of General Services
 Financial Administration/ Agency Procurement Office
 Corning Tower, 32nd Floor, ESP
 Albany, New York 12242
 Voice: 1-518-474-5981
 Email: mary.slusarz@ogs.ny.gov

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

Alice M. Roberson, Assistant Director
NYS Office of General Services
Minority and Women-Owned Business Enterprises
Corning Tower, 29th Floor, ESP
Albany, NY 12242
Voice: 1-518-408-8678
Email: alice.roberson@ogs.ny.gov

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

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

1.3 Glossary of Terms

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

“**Contractor**” shall mean a successful company(s) awarded a contract pursuant to this RFP.

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

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

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

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

“**OGS**” shall mean Office of General Services

“**DDC**” shall mean direct digital control

1.4 Minimum Proposer Qualifications

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

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

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

1. Proposing firms must have been actively and normally engaged in maintenance, testing, and repairs for electric motor driven centrifugal chillers, for a minimum of (5) five years.
2. Proposing firms must have a minimum of two (2) technicians with a minimum of five (5) years field experience on centrifugal chillers.

1.5 Key Events

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

Action	Date
OGS issues Request for Proposal (RFP) #2280	July 23, 2019

Mandatory Site Visit	August 15, 2019 10:00am
OGS Question Deadline	August 23, 2019
OGS Issues a Response to Written Questions (estimated)	August 30, 2019
Proposal Due Date to OGS	September 19, 2019, 2 :00PM
Contract Start Date	Upon OSC Approval

1.6 Mandatory Site Visit

Proposers intending to submit a proposal for RFP No. 2280, **must attend** a mandatory pre-proposal site visit in Albany, NY, on the date and time indicated in Section 1.5 - Key Events above. This is the only date and time available for inspection. Alternate dates for additional site inspections will not be available. Failure to attend the mandatory site visit will result in rejection of proposal. Prospective proposers arriving after announcement of the official start time will be precluded from attending the site visit, and therefore, unable to submit a responsive proposal.

The facilitator of the event will publicly announce the official start time of the mandatory pre-proposal site visit, which announcement shall be made no sooner than the scheduled start time stated in Section 1.5 - Key Events.

IMPORTANT: Due to security restrictions, Proposers are strongly encouraged to pre-register at least 24 hours in advance via e-mail with the OGS Designated Contact at the e-mail address in Section 1.2 - Designated Contact. The e-mail must include:

1. Legal name of proposer (Contractor name)
2. Name and title for each person attending
3. E-mail address and telephone number for a person to contact regarding any updates to the RFP.

It is recommended that attendees arrive at the site visit location 15 minutes prior to the scheduled time with photo identification.

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

The mandatory site visit will provide an opportunity for Proposers to see firsthand the Central Air Conditioning Plant and existing equipment located at the W. Averill Harriman State Office Building Campus. Questions during the pre-proposal site visit will be permitted. It is suggested that the Proposer note the question and ask at the end of the tour.

Verbal answers are not official answers. All questions asked after the tour must be submitted via email to the designated contact for this solicitation no later than the date and time indicated in Section 1.5 Key Events. Official answers to all questions will be distributed in the form of an addendum. OGS will send addendum via e-mail to all attendees of the mandatory site visit. Only answers provided by addendum are considered official.

2. DETAILED SCOPE OF WORK/SERVICE REQUIREMENTS

2.1 Scope of Contract

It is the intent of this solicitation to seek a Contractor to supervise and supply all personnel for inspections, preventative maintenance, repair and emergency service for four new Carrier Chillers and related power plant equipment as specified herein, located at Building 17 of the W. Averell Harriman State office campus in Albany, NY. All maintenance should be followed in accordance with the Carrier Corporation operating and procedure manual.

2.2 General Requirements

All maintenance referenced herein must be performed in accordance with Carrier operating and maintenance procedure manual(s) for all related equipment to ensure the validity of any Carrier warranties and be performed by a fully trained and qualified technician. Contractor shall be required to provide OGS with a copy of Carrier operating and maintenance procedure manual(s) within 30 calendar days from start of contract.

1. Any services will be coordinated and approved by the Director of Utilities Management or his designated representative.
2. The Contractor will be responsible for performing preventive maintenance at specific intervals per most recent manufacturer's maintenance manuals which Contractor will acquire and provide for themselves and OGS.
3. The Contractor shall detect any potential equipment failures, identify potential problems, and notify OGS. OGS will determine if Additional Services will be used to take corrective action(s) in order to provide a reduction in downtime and equipment failure. Please see Section 2.14 – Additional Services.
4. The Contractor shall be responsible for providing all equipment, materials and tools required to perform these services.
5. The Contractor shall be available to provide emergency services, within two hours' notice, 24 hours per day; 7 days per week; 365 days per year.
6. It is the Contractor's responsibility to maintain the equipment in accordance with all applicable safety and health codes.
7. The Contractor shall be completely responsible for their work, including any damages to systems, equipment, and surroundings or breakdowns caused by their actions or their failure to take appropriate action.
8. Work on any of the equipment covered by this agreement by State employees under the direction and supervision of the Contractor or its designated representative will not affect or impair Contractors responsibility to perform its contract obligations during the remainder of the contract term.
9. Any equipment to be replaced shall be new and shall be manufactured by a reputable manufacturer. The equipment shall be the same as, equal to, or better than the original equipment. All substitutes for the original manufacturer's equipment must be approved by the State before installation.
10. The Contractor must ensure that all service, maintenance and repairs will interfere as little as possible with normal facility operations. It is the Contractor's responsibility to schedule and perform any work under this contract with the Director of Utilities Management or his designated representative.

2.3 Work to be Performed by OGS

1. Cooling Tower preventative maintenance
2. Medium voltage switchgear, busway, cabling that provide power to the motor starters preventative maintenance

2.4 System Evaluation

The Contractor is responsible for evaluating the current systems for the existence of or potential for defects in, or repairs required to, any systems by proven wear, negligence or misuse by persons other than the Contractor. In the event that any repair is found necessary, the Director of Utilities Management is to be apprised, in writing, of the need for the repair. The Director of Utilities Management or his/her designee reserves the right to make the final determination concerning the responsibility for such defects, corrections, or repairs. Any such repairs will be considered Additional Services (Also see Section 2.14– Additional Services.)

Note: The State retains the right to accomplish such repairs and/or replacements or modifications by other means, such as competitive bidding, if deemed in the best interest of the State.

2.5 Equipment to be Serviced

The equipment listed below consists of the major components and parts 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.

2.5.1 Chiller Machines

Please also see section 1.1 - Overview

<u>Chiller Unit</u>	<u>Model#</u>	<u>Serial #</u>
Unit 4	19XR-A67B67640JQGS	1819Q27370
Unit 5/6	19XR-C67D67738VWGS	1919Q27378
Unit 6/5	19XR-C67D67738VWGS	1919Q27381
Unit 1	19XR-A67B67640JQGS	1819Q27380

DESIGN DATA (Per Carrier Machine)

Chiller Unit	Unit #4	Unit #5/6	Unit #6/5	Unit # 1
Model #	19XR-A67B67640JQGS	19XR-C67D67738VWGS	19XR-C67D67738VWGS	19XR-A67B67640JQGS
Serial #	1819Q27370	1919Q27378	1919Q27381	1919Q27380
Tons Rating	2000	3000	3000	2000
Compressor Full Load BHP (KW)	1105	1661	1661	1105
Chiller Efficiency (kW/ton)	0.5524	0.5537	0.5537	0.5524
Chiller COPR (kW/kW)	6.367	6.351	6.351	6.367
Chilled Water Flow (GPM)	4794	7192	7192	4794

Chilled Water Inlet Temp(o F)	54	54	54	54
Chilled Water Outlet Temp (o F)	44	44	44	44
Chilled Water Pressure Drop (ft H2O)	36.9	33.2	33.2	36.9
Refrig. Cond. Water Flow (GPM)	5946	8924	8924	5946
Refrig. Cond. Water Inlet Temp. (o F.)	85	85	85	85
Refrig. Cond. Water Outlet Temp. (o F)	94.3	94.3	94.3	94.3
Refrig. Cond. Water Press. Drop (ft H2O)	24.1	20.2	20.2	24.1

2.5.2 Chilled/Condenser Water Pumps

Chilled and condenser water pumps installed within the facility include the following:

UNIT TAG	SERVICE	MANUFACTURER	MODEL	SERIAL	FLOW, GPM	HEAD, FT.	MOTOR kW
PP-1	Chilled Water Production	Armstrong	DE4300IVS 1619-250.0	1019056069	6000	122.5	160
PP-2	Chilled Water Production	Armstrong	DE4300IVS 1619-250.0	1019056070	6000	122.5	160
PP-3	Chilled Water Production	Armstrong	DE4300IVS 1619-250.0	1019056071	6000	122.5	160
PP-4	Chilled Water Production	Armstrong	DE4300IVS 1619-250.0	1019056072	6000	122.5	160

PP-5	Chilled Water Production	Armstrong	DE4300IVS 1619-250.0	1019056073	6000	122.5	160
PD-1	Chilled Water Distribution	Armstrong	10x10x15 4300	C-413200	4000	160	186.5
PD-2	Chilled Water Distribution	Armstrong	10x10x15 4300	C-413201	4000	160	186.5
PD-3	Chilled Water Distribution	Armstrong	10x10x15 4300	C-413202	4000	160	186.5
PD-4	Chilled Water Distribution	Armstrong	10x10x15 4300	C-413204	4000	160	186.5
PD-5	Chilled Water Distribution	Armstrong	10x10x15 4300	C-413203	4000	160	186.5
PC-1	Condensing	Armstrong	DE43TCZ 1415-350.0	1019065166	7500	145	250
PC-2	Condensing	Armstrong	DE43TCZ 1415-350.0	1019065167	7500	145	250
PC-3	Condensing	Armstrong	DE43TCZ 1415-350.0	1019065168	7500	145	250
PC-4	Condensing	Armstrong	DE43TCZ 1415-350.0	1019065169	7500	145	250
PC-5	Condensing	Armstrong	DE43TCZ 1415-350.0	1019065170	7500	145	250

2.6 Warranty

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

All materials and workmanship provided under this contract shall be warranted for a minimum of one year from the date of OGS acceptance. Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties, such additional or more advantageous warranty shall apply. If found defective during that time, equipment shall be replaced at no cost to the State. All warranties contained in this Contract shall survive the termination of this Contract.

2.7 Scheduling of Work

Service representatives are to check with the Director of Utilities Management or his designated representative seven (7) days prior to reporting to the building for permission to accomplish work. Contractor must identify technicians performing service and provide certifications if they have not been provided previously. Service technicians will sign in and out with the Director of Utilities Management or his designated representative.

2.8 Schedule of Maintenance / Services*

The following breakdown is a listing of the anticipated schedule of services to be performed for each chiller unit during each year of the contract. Each service is further described in Section 2.9 – Service Descriptions. The services described in section 2.9 – Service Descriptions, shall be included as part of the base proposal services for the purposes of this contract. Most preventative maintenance visits are conducted when the plant is off-line, starting December 1st, and they should be completed before March 15th.

Performance checks and vibration analysis must be done when the plant is on-line and should start around May 1st and should be completed by August 15th.

Contract - Year One

1. Performance Check: Units 1, 4, 5 & 6
2. Chiller Maintenance: Units 1, 4, 5 & 6
3. Motor Test: Units 1, 4, 5 & 6
4. Vibration Analysis: Units 1, 4, 5 & 6
5. Eddy Current Test Analysis: N/A

Contract - Year Two

1. Performance Check: Units 1, 4, 5 & 6
2. Chiller Maintenance: Units 1, 4, 5 & 6
3. Motor Test: Units 1, 4, 5 & 6
4. Vibration Analysis: Units 1, 4, 5 & 6
5. Eddy Current Test Analysis: N/A

Contract - Year Three

1. Performance Check: Units 1, 4, 5 & 6
2. Chiller Maintenance: Units 1, 4, 5 & 6
3. Motor Test: Units 1, 4, 5 & 6
4. Vibration Analysis: Units 1, 4, 5 & 6
5. Eddy Current Test Analysis: Units 1 & 5

Contract – Year Four

1. Performance Check: Units 1, 4, 5 & 6
2. Chiller Maintenance: Units 1, 4, 5 & 6
3. Motor Test: Units 1, 4, 5 & 6
4. Vibration Analysis: Units 1, 4, 5 & 6
5. Eddy Current Test Analysis: Units 4 & 6

***OGS reserves the right to eliminate the performance of any of the foregoing services. The actual schedule of services shall be at the discretion and approval of OGS.**

2.9 Service Descriptions

The Contractor shall provide the following services / maintenance to the four new Carrier Chiller Units as described below. All parts for annual preventative maintenance, or parts found to be worn beyond tolerance, are to be furnished by Contractor. Parts are to be ordered by the Contractor and billed at the Material Mark-up rates bid on Attachment 1 - Cost Proposal. Material mark-up will not apply to any materials manufactured by contractor or its subsidiaries. OGS shall pay list price or less for any materials manufactured by contractor or its subsidiaries. Please see sections 2.14 – Additional Services and 5.3 – Price for more information.

2.9.1 Performance Check

Test shall be conducted at the start of each cooling season and after the completion of all other work and include both actual and design running conditions. Performance test shall include the following:

1. Record of temperature for chilled water entering and leaving
2. Record of temperature for condenser water entering and leaving
3. Record of estimated or measured chilled water and condensed water flow. Acceptable methods include: pressure drops across heat exchangers or values obtained directly from PIC 5 control system.
4. Record of refrigerant pressures and temperatures applicable to both evaporator and condenser barrels.
5. Record of compressor guide vane percentage and motor speed.
6. Record of chilled water and condenser water approach temperatures.
7. Record of compressor lubricating oil sump temperature and pressure while in operation.
8. Calculation of cooling work done by machine (tons) from evaporator

9. Calculation of heat rejection from machine condenser
10. Contractor or contractor's representative shall complete and submit a bound, hard copy and electronic copy report to OGS detailing findings and include a comparison to previously conducted tests. Such reports shall be submitted to OGS within 30 days of test date.

2.9.2 Chiller Maintenance

The following Chiller Maintenance scope shall be applicable to Chiller Unit #'s 1, 4, 5 and 6 and shall include the procedures as outlined below. A complete, bound hard copy report and electronic copy report of all below maintenance, checked items, replaced items, adjusted/recalibrated items including deficiencies found with recommended courses of action shall be submitted to OGS within 30 days of completion of all maintenance activities.

The contractor must provide their own refrigerant pump-out unit as required for any and all work that requires the removal of refrigerant from a chiller machine. The Contractor may utilize the refrigerant storage vessels provided by the facility for storage of refrigerant charge. Note there are storage vessels available in quantity to store the refrigerant charge of one (1) machine at a given time. If Contractor is scheduling work that requires storage of refrigerant charge of more than one (1) machine at a given time, Contractor is responsible to provide their own refrigerant storage vessels to facilitate this maintenance work.

The contractor is responsible for complying with all factory recommended maintenance activities and intervals, in addition to items listed below, so as to ensure compliance with factory warranty.

1. Compressor Maintenance

- a. **YEAR ONE ONLY:** Oil change utilizing a factory authorized inhibited polyester-based synthetic compressor oil formatted for use with HFC, gear driven, hermetic compressors, with ISO viscosity grade 68. Oil reclaim filter and refrigerant filter/drier shall also be changed concurrent with oil change.
- b. Oil analysis shall be performed annually to determine oil change and compressor inspection intervals. A complete analysis report shall be submitted (bound hard copy and electronic copy) to OGS detailing and including a comparison to previously conducted tests. An interpretation of the test results and summary of recommended actions shall be provided. Such reports shall be submitted to OGS within 30 days of test date.
- c. **YEAR THREE ONLY:** Replacement of oil filter and oil strainers (educator suction line, discharge pressure line). ***In addition, oil filter and oil strainers must be changed whenever maintenance activities require refrigerant to be evacuated from the cooler vessel.***
- d. Replacement of refrigerant filter/drier.
- e. Clean/inspect oil cooler
- f. Inspect oil sump heater for proper operation.
- g. **YEAR THREE ONLY:** Inspect and clean refrigerant economizer float system. Clean float chamber and valve assembly. Inspect float assembly bearings and ensure unrestricted movement.
- h. **YEAR THREE ONLY:** Inspect and clean refrigerant economizer damper valve. Check damper actuator for unrestricted movement and wiring faults. ***In addition, economizer damper valve inspection and cleaning shall be performed whenever maintenance activities require refrigerant to be evacuated from the condenser vessel.***
- i. Thorough leak test

2. General

- a. Complete refrigerant leak check for each unit
- b. Inspect all service valves and piping
- c. Inspection of refrigerant relief valve(s) for evidence of corrosion, dirt, scale or leakage.
- d. All condenser tubes shall be cleaned by use of rotary-type tube cleaning system. Brushes must be used that are specifically designed to avoid scraping and scratching the tube wall.
 - i. Marine waterbox covers of the chiller will be removed and replaced by the Contractor, who will also supply necessary OEM gaskets for reinstallation.
 - ii. Staging or metal scaffolding shall be used to permit the operator to insert the tube cleaning system inside tube bundles whose top most row of tubes is above 6 feet from the floor.

Staging to be furnished by the Contractor. Ladders are unsuitable and dangerous for this work.

- iii. The Contractor must provide own equipment; tools, ladders (If ladders are required for any other aspect of service other than tube cleaning), power lifts and safety gear.

3. Drive-Motor

- a. Visual inspection of all accessible motor leads, high voltage power wiring, low voltage control wiring that can be accessed by removal of junction box covers or panels.
- b. Perform megohmmeter testing of compressor motor windings.

4. Controls

- a. Check, clean and tighten all controls
- b. Check all safeties and operating controls
- c. Calibrate eight (8) on-board pressure transducers by factory authorized process.
- d. Inspect and clean entering and leaving chilled water temperature sensors and flow measurement devices for signs of corrosion and/or scale. Calibrate temperature sensors and pressure transducers by factory authorized process.
- e. Inspect and clean entering and leaving condenser water temperature sensors and flow measurement devices for signs of corrosion and/or scale. Calibrate temperature sensors and pressure transducers by factory authorized process.
- f. Perform automated quick controls test and calibration check by utilizing PIC 5 control system function.
- g. Check, clean and tighten all controls found within remote mounted variable frequency drive cabinet.
- h. Clean (if washable type) or replace cooling air filter found within remote mounted variable frequency drive cabinet (if applicable).

5. Initial Start-Up

The Contractors Service Technician is required to be on hand for the initial start-up of each unit, each year.

2.9.3 Compressor Oil Changes

If oil analysis indicates need for an oil change after initial oil change, then oil change will be performed utilizing a factory authorized inhibited polyester-based synthetic compressor oil formatted for use with HFC, gear driven, hermetic compressors, with ISO viscosity grade 68. Oil reclaim filter and refrigerant filter/drier shall also be changed concurrent with oil change. Additional oil changes will be directed at the discretion of OGS.

2.9.4 Motor Testing

Motor testing shall incorporate the following listed specifications and test procedures. A complete, bound hard copy report and electronic copy report shall be issued to the facility within 30 days of this testing. An interpretation of the test results and summary of recommended actions shall be provided.

1. Use of 5KV Electric motor analyzer, PdMA model MCE or equivalent
2. Portable and battery powered
3. Monitors Power Circuit, Insulation, stator, Rotor and Air Gap
4. Variable test voltages from 250 to 5000 V
5. Automatic IR, PI, DAR and Step Voltage
6. Measures insulation resistance to 3 TΩ
7. Precision resistance from 10uΩ to 2000Ω using 4-wire bridge test measurement
8. Measures capacitance (pF) and inductance (mH)

Test data shall include the following:

1. Phase-to-phase Resistance Phase-to-phase Inductance
2. Balance of Resistance Balance of Inductance

3. Ground CapacitancePolarization Index
4. Dielectric Absorption RatioMeasured Ground Resistance
5. Corrected Ground ResistanceRotor Influence Check
6. Field InductanceField Resistance
7. Field CapacitanceField Ground Resistance
8. DC Armature testsSynchronous Motor tests
9. Wound Rotor Motor test

2.9.5 Vibration Analysis

Testing procedures shall be performed by use of a Pluftechnik model Masteralign-II or equivalent device to conduct the test with the following specifications:

1. Perform Scheduled Vibration analysis on all chiller motors, compressors, and gear boxes on vertical horizontal and axial planes.
2. Analysis shall be compatible with (Omnitrend Condition Monitor Software).
3. Analysis shall include the following functions:
 - a. Trending Analysis
 - b. Signal Analysis
 - c. Machine Diagnosis
 - d. Machine Balancing
 - e. Alignment

A complete, bound hard copy report and electronic copy report shall be issued to the facility within 30 days of this testing. An interpretation of the test results and summary of recommended actions shall be provided.

2.9.5.1 Trending Analysis

The trend graph shows how the measurement values of a machine behave over a longer period of time. If the graph exceeds the specified limits, VIBSCANNER notifies the maintenance technician by a visual alarm signal.

2.9.5.2 Signal Analysis

Time signals and orbits detect damage in low-speed machines, gearboxes or turbo machinery.

2.9.5.3 Machine Diagnosis

FFT analysis is provided for the diagnosis of machine faults (i.e., unbalance, misalignment). As well as normal spectra, VIBSCANNER measures enveloped spectra to diagnose bearing and gear meshing problems. Spectra can be zoomed with the joystick, facilitating field evaluations.

2.9.5.4 Machine Balancing

VIBSCANNER provides one or two plane machine balancing in situ.

2.9.5.5 Alignment

VIBSCANNER aligns horizontal and vertical mounted machines.

Note: A written report with findings and recommendations from the Contractor's Service Engineer shall accompany these tests. A bound hard copy and electronic copy report shall be issued to the facility within 30 days of this testing. An interpretation of the test results and summary of recommended actions shall be provided.

2.9.6 Eddy Current Test(s)

It shall be the responsibility of the awarded Contractor to perform an Eddy Current Test for the chillers per the schedule of maintenance/services listed in section 2.8. The primary objectives of the Eddy Current Test for the condenser and cooler tubes in the chillers is:

1. To monitor the existence of damaging mechanisms like corrosion, erosion, stress cracking, vibrational wear, fatigue or chemical attacks inside and outside of the tubes.
2. To detect existence of inside diameter pitting, tube support wear, stress corrosion cracks, fatigue cracking or freeze bulging and cracking.
3. To analyze the findings of the test and determine necessary corrective measures to be taken to prevent possible tube failures, which would disable the chiller.

I. Test Procedure - shall be performed using the following procedures:

1. All condenser and refrigerant cooler tubes that are slated for Eddy Current testing shall be cleaned by the Contractor prior to that testing. OGS staff and or the facility manager must sign off prior to Eddy Current testing.
2. Marine waterbox covers of the chiller will be removed and replaced by the Contractor, who will also supply necessary OEM gaskets for reinstallation.
3. All tubes will be tested by an Eddy Current inspection probe.
4. The inspection system shall be calibrated to such a degree of sensitivity that defects equal to 20% or greater (also calibrated in thousandths of an inch) wall loss will be detected.
5. Differentiation between damages originating on the outside vs. the inside surfaces of the tube shall be assured by proper selection of frequency of inspection.
6. The Eddy Current instrument shall be calibrated at the start and end of each shift and at least once every four hours of operation. The instrument shall also be recalibrated for each change of tube alloy, size of configuration, and at any time when there is any indication of possible malfunction in the inspection system. If it is determined that the inspection system has malfunctioned, all tubes inspected since the previous calibration shall be re-inspected.
7. The probe shall be inserted in each tube and the tube inspected as the probe is being withdrawn at a maximum rate of 50 feet per minute.
8. The data must be analyzed on-site, as it is taken. The data for each tube shall be recorded on data sheets to be incorporated with the final report. Permanent strip chart records shall be generated for each tube and shall become the property of the State of New York.
9. Staging or metal scaffolding shall be used to permit the operator to insert the inspection probe inside tube bundles whose top most row of tubes is above 6 feet from the floor. Ladders are unsuitable and dangerous for this work. Staging to be furnished by the Contractor.
10. The Contractor must provide own equipment; tools, ladders (If ladders are required for any other aspect of service other than tube inspection), power lifts and safety gear.

II. Equipment Required for Test

Any of several commercially available Eddy Current systems are acceptable for this work. Systems modified by the contractor to provide greater sensitivity or additional capabilities are also acceptable. As a minimum, the system employed should contain:

1. The basic Eddy Current instrument.
2. A storage oscilloscope, either self-contained or integral with the Eddy Current instrument.
3. Eddy Current probes having a fill-factor of 0.75 or greater.
4. Serialized, traceable calibration standards, or the same tube alloy, configuration (e.g., finned, prime-surface, skip finned, etc.) outside diameter and wall thickness as the tubes to be inspected.
5. The Eddy Current instrument, the oscilloscope shall have been calibrated within 12 months prior to the inspection. The Contractor shall have an established calibration procedure and calibration records available, if requested.
6. A strip chart recorder. Either single or multiple channel recorder are satisfactory. They may be self-contained or integral with the Eddy Current instrument.

III. Personnel Required for Test:

1. All inspection personnel shall be qualified and certified in accordance with the requirements of the American Society for Non-Destructive Testing, SNT-TC-1A.
2. All personnel taking and evaluating data shall be certified to ASNT NDT Level II or ACCP Level II or higher and shall be under the on-site supervision of an ASNT NDT Level III or ACCP Level III certified person.
3. A person certified to ASNT NDT Level III or ACCP Level III or a registered professional engineer should perform final data analysis and on-site supervision of all work.

IV. Analysis of Results and Reporting

The data for each tube shall be evaluated and recorded on suitable data sheets, as the tubes are inspected to assure timely corrective action.

An approximate percent and thousandths of an inch wall loss shall be determined for each tube inspected and entered in the data sheets, together with the type of damage (e.g., pitting, wear, external corrosion, etc.) recorded, and the location of the damage along the tube length. This information is considered vital in defining cause and corrective actions.

Tubes considered potential leakers shall be marked on the unit, at the time of inspection to facilitate corrective action.

At the time of this analysis and data accumulation, OGS may have the Contractor effect any repairs or replacement of defective tubes on a time and material basis if it is in the best interest of the State.

A final report shall be submitted, in duplicate, within fifteen days of the completion of the inspection and tests. The report shall include, at a minimum:

1. An introductory statement, identifying the serial number of the unit inspected, date of inspection, location and any other pertinent background data.
2. A numerical, tabulated summary of the inspection results and a written summary descriptive of the results.
3. A plot of the results, on a tube sheet layout drawing or sketch.
4. Typical Eddy Current records (strip-charts), illustrating the type and distribution of damage encountered.
5. Detailed descriptions of the tube numbering system, sufficient that any future damage can be easily related to prior inspection results.
6. Detailed inspection equipment calibration information, such that the results of re-inspections can be correlated with previous inspections. This will include specifying equipment used, calibration tube details, instrument setting and sensitivities utilized.
7. Data sheets for all tubes inspected. Original copies of the strip chart records for all worn out tubes shall be forwarded with the report but need not be bound with the reports.
8. Recommendation for corrective measures to prevent tube failures must be made and signed by a heat exchanger manufacturer that is knowledgeable of the same type and size that is comparable to the existing chillers.
9. Provide a list of tubes, which may have been replaced, as evidenced by less wear characteristics.

The Level 3 Technician or professional engineer who supervised the on-site inspection shall approve the reports.

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

2.10 Automated Logic Chiller Plant DDC Maintenance

The following items shall be applicable to the maintenance and support of the Automated Logic BAS:

1. **Software Subscription Service:** An annual software subscription service shall be provided which will provide security updates to the WebCTRL Automated Logic software and for driver updates on all field controller devices as necessary. The service shall be provided annually throughout the term of the contract.

2. Seasonal Inspections: Provide sixteen (16) man-hours in the spring and sixteen (16) man-hours in the fall for seasonal inspections annually.
3. Monthly Maintenance Report: shall include a thorough assessment of the Automated Logic BAS server hardware and software. System operational deficiencies shall be noted and repaired if possible. A complete system health report detailing server health status and any suggested maintenance activities required shall be generated and a bound hard copy and electronic copy report shall be issued to the facility within 15 days.
4. Factory training: provide BAS specific training from a factory authorized trainer. Training schedule shall be one (1) 2-day class for up to six (6) individuals annually. Training to be held on-site.

2.10.1 Monthly Automated Logic Technician Services

Upon request, Contractor will provide a technician for device checkout and calibration, device failure troubleshooting, hardware component troubleshooting and other related checkout, calibration and control work. OGS anticipates utilizing up to 40 hours per month of "Monthly Technician Services".

2.11 Mechanical Maintenance Labor Services

Contractor shall provide approximately 50 man-hours per month for chiller, cooling tower, pumps or other mechanical maintenance labor services at the request of OGS. The request for personnel shall originate from Director of Utilities Management or his designated representative. The personnel provided by the Contractor shall work under the direction of the designated representative in the completion of required tasks and in most cases, work alongside State personnel.

2.12 Preferred Instruments Boiler Plant DDC Maintenance

The following items shall be applicable to the maintenance and support of the Preferred Utilities boiler plant control system. Service objectives are to ensure proper system operation prior to the start of the heating season, verify boiler instrumentation and control tuning prior to the peak heating season and performance of routine level tasks such as transmitter calibrations, etc.

1. Site Visit #1

Scheduled for 2-3 weeks prior to the expected start of a normal heating season. Activities would include a boiler system quality checks and instrument calibration for boilers #1 through #5 according to RFP Appendix G – Harriman Office Campus Building #17 Power Plant I/O List. Verify functionality for all critical components prior to expected seasonal startup of the larger heating boilers.

2. Site Visit #2

Scheduled for a winter month when the plant is near peak load. Typically, this is in the middle or towards the end of December. Perform combustion tuning on both natural gas and #2 fuel oil operation. Provide reports to show performance data.

3. Site Visit #3

Scheduled for an outage in the summer for 1 day. Perform calibration and testing of the balance of plant instrumentation. Items include:

- Boiler feed pumps
- Condensate transfer pumps
- DA Tank Instruments
- Surge Tank Instruments

4. Site Visit #4, #5, and #6

These visits will be scheduled quarterly to visit the plant and check normal operation. These visits may also be used as emergency service when it is required by the facility.

2.13 Chilled/Condensing Water Pump Maintenance

The following chilled water pump maintenance items are to be performed on an annual basis and apply to all pump equipment listed above. A complete, bound hard copy report and electronic copy report of all below maintenance, checked items, replaced items, adjusted/recalibrated items including deficiencies found with recommended courses of action shall be submitted to OGS within 30 days of completion of all maintenance activities. Pertinent to the condensing water pumps (PC-1 through PC-5) and chilled water production pumps (PP-1 through PP-5), the contractor is responsible for complying with all factory recommended maintenance activities and intervals, so as to ensure compliance with the factory warranty

1. Replacement of mechanical seal flush filter (if equipped with replaceable cartridge style filter).
2. Cleaning of mechanical seal flush filter (if equipped with type other than replaceable cartridge).
3. Verification of seal flush chilled water flow.
4. Removal, cleaning, reinstallation of in-line strainer baskets and/or suction diffuser strainer baskets.
5. Lubrication of pump/motor bearings (if required).
6. Visual inspection of all accessible motor leads, high voltage power wiring, low voltage control wiring that can be accessed by removal of junction box covers or panels.
7. Check, clean and tighten all controls found within remote mounted variable frequency drive cabinet (if applicable).
8. Replace cooling air filter found within remote mounted variable frequency drive cabinet (if applicable).
9. Record of operating suction and discharge pressures, differential pressure.

2.14 Additional Services

Additional Services (repairs, upgrades, any work performed by subcontractors other than for base scope services, etc.) shall only be performed when pre-approved in writing by the Director of OGS Real Property and Facilities Management Group or their designee. Work performed and materials provided by the Contractor shall be compensated at the Time and Materials rates bid. Material mark-up does not apply to materials purchased by subcontractor(s). Material mark-up will not apply to any materials manufactured by contractor or its subsidiaries. OGS shall pay list price or less for any materials manufactured by contractor or its subsidiaries

Any labor or materials provided by a subcontractor shall be reimbursed at a 5% markup over actual cost to the Contractor. Contractor may choose to charge less than the 5% markup on subcontracted services. Material mark-up will not apply to any materials manufactured by contractor or its subsidiaries. OGS shall pay list price or less for any materials manufactured by contractor or its subsidiaries. The following process shall apply:

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

The Director of Utilities Management or his designated representative will request approval from the Director of Contract Administration and Purchasing Support. Upon approval, a letter authorizing the work will be issued to Contractor.

2.14.1 Emergency Services

The Contractor shall provide emergency service on an “as required basis.” Emergency service shall be considered calls in addition to the scheduled services.

All labor, travel costs, parts and supplies will be the responsibility of the Contractor. Compensation shall be limited to payment of the appropriate labor rate for time actually spent on the repairs and parts / materials, for which the State will reimburse the Contractor at the exact cost plus 5% material markup. Material mark-up will not apply to any materials manufactured by contractor or its subsidiaries. OGS shall pay list price or less for any materials manufactured by contractor or its subsidiaries. Travel time/expenses are the responsibility of the Contractor and will not be reimbursed.

Emergency service shall be provided, as needed on a twenty-four hour, seven days a week basis. To ensure the State that the Contractor will respond promptly, the Contractor agrees to provide an emergency telephone service on a twenty-four hour, seven days a week basis. From the time of the call by OGS, the Contractor **has a maximum of two hours to respond and be on site** to respond to this call. The arriving technician must meet the qualifications as set forth in Section 2.16 - Staffing Requirements.

Whenever during the term of this service contract there occurs a malfunction or emergency, which requires immediate attention, the following procedure shall apply:

1. The State will immediately notify the Contractor’s designated representative by telephone.
2. Contractor will respond on-site within two hours after notification.
3. If Contractor’s designated representative is unable to respond within two hours and the malfunction or emergency is such that immediate action is required, the State’s employees or another company retained by OGS may make such repairs or take such action as may be necessary under the circumstances.
4. Work on any of the equipment covered by this agreement by State employees will not affect or impair Contractor’s responsibility to perform its contract obligations during the remainder of the contract term.

2.15 Contractor’s Compensatory Liability

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

2.16 Staffing Requirements

OGS expects that all services will be conducted diligently and effectively under the supervision of OGS staff. Further, it is expected that:

1. Any Contractor staff shall conduct themselves in a professional manner with OGS staff and with the Public.
2. Any staff assigned shall report to work in appropriate dress and appearance.
3. All Contractor staff shall comply with all rules and requirements of this solicitation, including the prohibition of the use of drugs and alcohol prior to or during any period of work to which they are assigned.
4. Any failure to comply with any of the requirements of the Contract resulting from this solicitation shall result in the removal from the premises.
5. All technicians shall have at least five years of experience working on Carrier Model 19XR refrigeration compressors. All documentation relating to the technicians’ training and/or certifications shall be made available to New York State.
6. All technicians must have an EPA approved Universal Certificate of CFC qualification. Any documentation relating to the technicians training or certification must be made available to OGS.
7. The Contractor shall ensure that any technician performing services or tests on any equipment is fully trained and qualified to perform the required services.

8. Contractor staff assigned should work during normal business days and any requests for off hour scheduling of work shall be approved by the facilities manager.
9. Work areas will be maintained in an orderly fashion; areas must be cleared out and cleaned up after the scheduled work.

2.17 OSHA (Occupational Safety & Health Administration) Training Requirements

2.17.1 OGS Facility Manager's Obligations

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

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

2.17.2 Contractor / Contract Employee Obligations

General Contract Obligations:

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

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

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

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

2.17.3 Specific Field-of-Work Requirements

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

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

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

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

2.18 Administrative and Reporting Requirements

2.18.1 Contract Meetings

1. The Contractor will be responsible for the completion of a variety of administrative and reporting requirements, and all costs incurred shall be included in the base bid price.
2. During the term of the Contract, the Contractor shall maintain a designated officer or employee as its representative for contact with the State for all communication and transactions relating to the contract.
3. The Commissioner's designated representative for all purpose of this contract shall be the Director of Utilities Management or his designated representative at Building 17, State Office Building Campus, Albany, NY.
4. It is expected that the Contractor shall maintain accurate records and accounts of the services rendered regarding any event and also shall be responsible for all payroll functions in connection with the Contract.
5. 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 Director of Utilities Management. This meeting shall include:
 - a. The Contractor's submission of a schedule of work to be reviewed and approved by the Director of Utilities Management.
 - b. A review of all Facility use rules.
 - c. An introduction for each respective organization, chain of command, etc.
 - d. Sharing emergency contacts and phone numbers.
6. Unless otherwise directed, there shall be monthly, on-site job meetings with the Facility Manager for the following purpose:
 - a. Review job progress, quality of work, and approval and delivery of materials.
 - b. Identify and resolve problems, which 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 Director of Utilities Management, and a mutual understanding of the contract.
 - e. Maintain sound working procedures.

2.18.2 Work Schedule Report

1. A bound log book supplied by OGS will be kept on the premises. Whenever on site, the contractor shall record the date and time, what equipment was worked on, what was accomplished, and any concerns / restrictions OGS operators should be aware of for that equipment and its ability to operate
2. Unless otherwise directed, the Contractor shall provide a work schedule report, which shall detail all work completed during an invoice period and shall compare scheduled work versus actual work completed. A copy of this report shall also be provided as outlined in Item 4 below.
3. The above work schedule report shall include:
 - a. Schedule of when work is done - date, time, etc.
 - b. Specific information of what work was done.
 - c. The names and hours worked of each technician.
4. Two copies of the work schedule report must be provided to the Facilities Manager. The Director of Utilities Management will provide one copy to the OGS Real Property Management Division of Albany Utilities Management.

2.19 Security Procedures

Please note locations may have security policies that must be followed. The Contractor will work with the OGS Real Property and Facilities Management to obtain necessary clearances. The Contractor may be required to provide information such as, but not limited to, the company name, the employee's name (as it appears on ID), valid driver license number, vehicle make, model and license plate, etc. to OGS Real Property and Facilities Management.

All tours proctored by the contract vendor are subject to approval by the OGS Facility Manager.

2.20 Prevailing Wage Rate Advisory Notice

Contractors are reminded that the payment of prevailing wages and supplements is a requirement of ALL contracts for public works. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

NOTE: ALL PUBLIC WORKS CONTRACTS, REGARDLESS OF DOLLAR VALUE, REQUIRE THE PAYMENT OF PREVAILING WAGES AND SUPPLEMENTS.

A copy of the prevailing rate schedule (#2019004699) is included in Appendix -D – New York State Prevailing Rate Schedule. Contractors are required to supply each of their subcontractors with copies of the prevailing rate schedule and to obtain an affidavit acknowledging receipt and agreeing to pay required wages before entering into a subcontract. Contractors are responsible for assuring that their subcontractors pay prevailing wages and supplements.

NOTE: CONTRACTORS ARE FURTHER REQUIRED TO POST THE PREVAILING WAGE RATES AT THE WORK SITE ON BULLETIN BOARDS PROVIDED BY THE DIRECTOR OF UTILITIES MANAGEMENT OR HIS DESIGNATED REPRESENTATIVE AND INFORM EMPLOYEES OF THE POSTING. DIRECTOR OF UTILITIES MANAGEMENT OR HIS DESIGNATED REPRESENTATIVES WILL ENFORCE THIS PROVISION.

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

2.21 Background Checks for Contractors Performing Services in OGS Facilities

Requirements

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

Definitions

For purposes of this clause, the following definitions apply:

- 1) On-Site: "On-site" refers to any State-owned or leased space open to the public or at which State business operations are conducted.
- 2) Suitability: "Suitability" refers to identifiable character traits and past conduct which are reasonably sufficient to indicate whether a given individual is likely or not likely to be able to perform the requirements of a contract at OGS on-site locations without undue risk to the interests of the State.
- 3) Suitability determination: A "suitability determination" is a determination that there are reasonable grounds to believe that an individual will likely be able to perform the contract requirements on-site without undue risk to the interests of the State.

Applicability

- 1) Contractors shall perform background checks and make suitability determinations on Contractor employees before the individual employees can perform on-site Contract services for OGS.
- 2) Contractor shall maintain a continuous list of background checks and suitability determinations noted above and shall provide this list to the Director of Utilities Management or his designated representative prior to the Contract commencement date. The list shall be updated and resubmitted to the Director of Utilities Management or his designated representative as changes occur, continually keeping the Director of Utilities Management or his designated representative updated.
- 3) The Commissioner of General Services, or her designee (the "Commissioner"), on a case-by-case basis, may, either temporarily or permanently, waive the requirements of this clause, in whole or in part, if they determine in writing that background checks and suitability determinations are not necessary at a specific location, or for a specific individual, in order to protect the State's interests.

Background Check

- 1) The Contractor is responsible, at its own expense, for completing background checks and making suitability determinations on its employees prior to the employee beginning on-site work. Compliance with the requirement for performing a background check and making a suitability determination shall not be construed as providing a contractor employee clearance to secured areas. Contractors are required to maintain records of background checks and suitability determinations for the term of the contract, and to make them available to the State when requested.
- 2) At a minimum, the background check and suitability determination must include an evaluation of:
 - a) Verification that the individual is not listed on a national watched person database. The following link has information about data available.
<http://www.treas.gov/offices/enforcement/ofac/sdn/index.html> . The following link has a PDF file of a list of SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS
<https://www.treasury.gov/ofac/downloads/sdnlist.pdf>.
 - b) Criminal History checks, using a national database that contains criminal histories and supplement this search by checks of NYS Office of Court Administration and comparable searches of states where the person has lived, worked or attended school during the past 5 years, or by obtaining the record of convictions from NYSOCA directly and from their equivalents from other states where the person might have lived, worked or attended school during the last 5 years;
 - c) DMV driving records;
 - d) Social Security Number trace
 - e) Verification of U.S. citizenship or legal resident status; and
 - f) Residence (past 3 years) (should be requested on employment application to compare against data from DMV license and other searches for verification.)

Background Check Guidelines

- 1) In making a suitability determination, the contractor shall consider the following factors and evaluate them against the work to be performed, the performance location, and the degree of risk to the State:
 - a) Any loyalty or terrorism issue;
 - b) Patterns of conduct (e.g., alcoholism/drug addiction, financial irresponsibility/major liabilities, dishonesty, non-employability for negligence or misconduct, criminal conduct);
 - c) Dishonorable military discharge;
 - d) Felony and misdemeanor offenses;and
 - e) Employment related misconduct involving dishonesty, criminal or violent behavior.
- 2) The contractor shall evaluate any adverse information about an individual by considering the following factors before making a suitability determination:
 - a) The nature, extent and seriousness of the conduct;
 - b) The circumstances surrounding the conduct;
 - c) The frequency and recency of the conduct;

- d) Individuals age and maturity at the time of the conduct;
- e) The presence or absence of rehabilitation and other pertinent behavior changes;
- f) Potential for pressure, coercion, exploitation, or duress;
- g) The likelihood of continuation of the conduct;
- h) How, and if, the conduct bears upon potential job responsibilities; and
- i) The employee's employment history before and after the conduct.

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

Employee Removal

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

Commissioner Notification

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

2.22 Drawings and Wiring Diagram

Proposers are advised that OGS may have in its possession some wiring diagrams or drawings of the system outlined herein. During the course of this contract, **the Contractor is required to make the set of wiring diagrams and drawings for all systems covered by this contract** complete and shall update the drawings as any systems are added to the contract. Drawings and diagrams are to be in compliance with accepted drafting standards. Such drawings and wiring diagrams shall be made within six (6) months after contract start and two (2) complete sets shall be turned over to the State, one copy for the Director of Utilities Management or his designated representative and one copy for the OGS Real Property and Facilities Management. All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of system. At the expiration of the contract, the Contractor shall again furnish to the State two sets of all drawings representing the then current "as modified" conditions of all of the equipment covered by the Contract. Contractor shall also provide any marked-up drawings or As-Built's electronically to the OGS Facility Manager.

3. PROPOSAL SUBMISSION

3.1 RFP Questions and Clarifications

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

Seth Stark

Contract Management Specialist II

NYS Office of General Services | Financial Administration | Agency Procurement Office

32nd Floor, Corning Tower Building, Empire State Plaza, Albany, NY 12242

518-486-2823 | Seth.Stark@ogs.ny.gov

All questions must cite the particular page, section, and paragraph number, where applicable. Please submit questions as early as possible following receipt of the RFP. The final deadline for submission of any questions/clarifications regarding this RFP is listed in Section 1.5– Key Events. Questions received after the deadline may not be answered. OGS will distribute an addendum with all Questions and Responses to Questions via email on or about the date listed in Section 1.5– Key Events, to the Primary Contact Person for all vendors that attended the mandatory site visit.

3.2 Proposal Format and Content

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

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

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

3.2.1 Technical Proposal

3.2.1.1 Cover Letter

The cover letter should confirm that the Proposer understands all the terms and conditions contained in this RFP and will comply with all the provisions of this RFP. Further, should the contract be awarded to your company, you would be prepared to begin services as indicated in Section 1.5 – Key Events. The cover letter must include the full contact information of the person(s) OGS shall contact regarding the proposal and must also include the name(s) of principal(s) of the company responsible for this contract, their function, and title. A Proposer Representative authorized to make contractual obligations must sign the cover letter.

3.2.1.2 Minimum Requirements

Proposers must submit information to confirm their ability to meet the minimum qualifications to provide services requested in this RFP as set forth in Section 1.4 – Minimum Proposer Qualifications.

Information provided should include:

1. Client / project references that can confirm the Proposer has been actively and normally engaged in chiller maintenance, testing, and repair on electric motor driven centrifugal for a minimum of (5) five years. (Note: this information can overlap with the reference information requested in 3.2.1.3 below.)
2. Identification of technicians and their resumes.

3.2.1.3 Experience and Qualifications

1. Describe the number of years the firm has been maintaining, testing, and repairing electric motor driven chillers
2. Describe experience specifically working with Carrier Centrifugal Chillers.
3. Describe projects that the firm has successfully completed with emphasis on projects similar in scope to this project. Include the number of projects, scope of projects, makes and models of equipment serviced, and the location of the projects. Include reference contact information for the 3 largest projects.
4. Identify the proposed personnel planned for working on this equipment. Include resume, credentials, experience, certifications, etc. (see Section 2.16)
5. Identify key management staff of the Proposer and the role they will play in this project (if applicable). Include resumes, credentials, experience, etc.

3.2.1.4 Plan of Operation/Staffing Plan

1. Operational Plan
 - a. Methodologies - Provide a detailed outline of plans and approach for providing all services required by the Scope of Work, Section Two of this RFP. This detail should include specific information containing the following:
 - i. What are the latest technologies and equipment being utilized by your company that you propose to utilize within this RFP?
 - ii. Will work be performed by specialized teams?
 - iii. Provide details of the hierarchy of various titles you propose to use and their proposed duties.
 - iv. Sources for parts and supplies
2. Staffing Plan
 - a. Provide the address from which Technicians will be dispatched, or information that may be used to confirm ability to meet the two (2) hour emergency response time (see section 2.14.1 – Emergency Services).
 - b. Provide a proposed staffing plan, detailed to include roles and responsibilities.
 - c. Proposed plan of staffing chain for addressing issues that arise.
 - d. Whether any subcontractors will be utilized, and their role. Provide details of arrangements for using OEM chiller manufacturer’s representatives from Carrier (see Section 2.2 – General Requirements.)
 - e. Submit a description of corporate training programs provided to proposed staff.

NOTE: Prospective bidders should note that prior experience has shown there needs to be at least two (2) service technicians, one (1) dispatcher, one (1) parts person and one (1) office person to provide an adequate level of maintenance service. While these are not requirements, Proposers should demonstrate how they will provide the level of service required to perform the scope of services identified herein.

3.2.2 Cost Proposal

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

3.2.3 Administrative Proposal

1. All other required completed forms from RFP Appendix B
2. Attachment 2 - Proposal Submission Checklist
3. MWBE. This procurement includes MWBE participation goals of which all bidders must comply. See RFP Appendix E of this solicitation for specific details pertaining to this procurement opportunity.

The New York State Contract System includes an MWBE Directory that can be utilized to find certified MWBE businesses to meet this requirement. (<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687>)

4. Important Notes:

- a. Insurance – Proposers are reminded of the insurance requirements as described in RFP Appendix D. The selected Proposer will be required to provide all necessary documentation upon notification of selection.
- b. Vendor Responsibility - Proposers are reminded of the requirement as described in Section 1, and are requested to complete the online questionnaire located on the OSC VendRep System website prior to bid submission. If the vendor has previously certified responsibility online, it shall ensure that the VRQ was recertified in the last 6 months.
- c. Document Consistency - An award will only be made to the entity which has submitted the proposal. All submitted documents must be consistent with official name of proposing entity, FEIN and NYS Vendor ID number.

3.3 Proposal Preparation

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

3.4 Packaging of RFP Response

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

1. **Technical** – Three originals and five exact copies, each tabbed in 3 ring binders. No overt statements about cost shall be included in the Technical Proposal.
2. **Cost** – Three originals and one exact copy of Attachment 1 – Cost Proposal Form clearly marked “Cost Proposal” in a separate sealed envelope.
3. **Administrative** - Three originals and one exact copy

Please provide one digital record (Thumb Drive) containing technical, administrative, and cost proposals. If there are any differences between the paper submission and the electronic submission, the paper submission shall take precedence.

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

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

- Proposer 's complete name and address
- Solicitation Number – 2280
- Proposal Due Date and Time: (as indicated in Section 1.5 - Key Events)
- Proposal for Harriman Campus B17 Maintenance, Testing, and Repair

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

3.5 Instructions for Proposal Submission

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

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

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

**NYS Office of General Services
Financial Administration, Contract Unit
32ND Floor, Corning Tower Building, Empire State Plaza
Albany, NY 12242
Attn: Seth Stark
Bid # 2280**

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

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

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

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

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

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

Bids must remain open and valid for 120 days from the due date, unless the time for awarding the contract is extended by mutual consent of NYS OGS and the Proposer. A bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 120 day period until either tentative award of the contract(s) by issuing Office is made or withdrawal of the bid in writing by Proposer. Tentative award of the contract(s) shall consist of written notice to that effect by the issuing Office to the successful Proposer. This RFP remains the property of the State at all times, and all responses to this RFP, once delivered, become the property of the State.

Important Building Access Procedures for Delivered Bids:

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

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

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

<http://ogs.ny.gov/BU/BA/Parking/Visitor/>

4. EVALUATION AND SELECTION PROCESS

4.1 Proposal Evaluation

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

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

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

OGS also reserves the right to conduct reference checks. In such cases, the Proposer shall be responsible for the availability of the reference contacts.

The technical evaluation team will subsequently evaluate and score each responsive proposal for items A and B listed below.

OGS Division of Financial Administration will evaluate all cost proposals from responsive Proposers. The cost proposal with the lowest total fees will be awarded the maximum possible points, (refer to item D listed below). Each subsequent proposal will receive a proportionate number of points.

For Item C, the evaluation team will award 2.5% of possible evaluation points if proper certification declaring MWBE, SDVOB, and/or Small Business criteria is met.

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

4.1.1 Evaluation Items

A. PROPOSER EXPERIENCE AND QUALIFICATIONS (35%)

Each Proposal will be evaluated as to the extent by which Proposer's relevant experience (including that of its proposed employees) and length of service in both the industry and with the Proposer, exceeds the minimum requirements.

B. PLAN OF OPERATION /STAFFING PLAN(12.5%)

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

C. MWBE, SDVOB or SBE Status (2.5%)

Proposers that are New York certified Minority and Women Owned Business, New York State certified Service-Disabled Veteran-Owned Business or a New York State small business will receive an additional 2.5% for such status.

1. The Proposer is a New York State Certified Minority-Owned Business or
2. The Proposer is a New York State Certified Women-Owned Business or
3. The Proposer is a New York State Certified Service-Disabled Veteran-Owned Business or

4. The Proposer is a Small Business as defined in Executive Law Section 310(20)

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

D. **Price (50%)**

The Grand Total Bid Amount will be evaluated in relation to all cost proposals submitted by responsive Proposers.

4.2 Notification of Award

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

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

5. ADMINISTRATIVE INFORMATION

5.1 Issuing Office

This RFP is being released by OGS, Financial Administration.

5.2 Method of Award

One contract shall be awarded under this solicitation to the responsive and responsible Proposer affording the best value to the State. The contract awarded under this solicitation will be made to the responsive and responsible Proposer receiving the highest point total using the evaluation criteria listed in Section 4 - Evaluation and Selection Process.

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

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

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

5.3 Price

Proposers must submit their cost proposal for required services necessary to provide the State with the required deliverables using Attachment 1 marked "Cost Proposal Form." Any deviations, alterations, qualifiers, ranges, etc. included with the cost proposal will result in rejection of the proposal. Base bid prices shall include all proposed labor, equipment, materials, supplies, etc. to provide the specified service. All prices quoted shall be inclusive of all customs, duties and charges and shall be including but not limited to travel, insurance, administrative, profit and ancillary costs. The Contractor agrees that from the effective date of the contract until contract termination, the rates charged by the Contractor and paid for by OGS will be equal to or lower than any rates provided by the Contractor to other customers for like services. Each Cost Proposal must include:

5.3.1 System Evaluation

Item I: System Evaluation

Shall be the total amount for the System Evaluation.

5.3.2 Base Chiller Services

Item II: Base Chiller Services

Shall be the total unit price for each scheduled/specified chiller service.

5.3.3 Automated Logic Chiller Plant Direct Digital Control Maintenance

Item III: AL Chiller Plant DDC Maintenance

Shall be an annual total amount for scheduled/specified maintenance.

5.3.4 Automated Logic Technician Services

Item IV: Automated Logic Technician

Shall be an hourly rate for Automated Logic Technician Services.

5.3.5 Mechanical Maintenance Labor Services

Item V: Mechanical Maintenance Labor Services

Shall be an hourly rate for Mechanical Maintenance Labor Services.

5.3.6 Preferred Instruments Boiler Plant Direct Digital Control Maintenance

Item VI: PI Boiler Plant DDC Maintenance

Shall be an annual total amount for scheduled/specified maintenance.

5.3.7 Chilled/Condensing Water Pump Maintenance

Item VII: Chilled/Condensing Water Pump Maintenance

Shall be an annual total amount for scheduled/specified maintenance.

5.3.8 Additional Services

For purposes of evaluating proposals on an equal basis an estimated quantity is listed on the bid form to be used to evaluate potential for any additional services. This is not a guarantee of work.

1. Item VIII: Additional Services

a. **Labor Rate**

Shall be represented as the Contractors' amount per man hour for labor not covered in the base proposal.

b. **Subcontractor Markup**

Markup on Additional Services work to be subcontracted and not performed by primary Contractor shall be 5%. Contractor may choose to charge less than the stipulated 5%.

c. **Material Markup**

Markup over actual cost for materials purchased by contractor and needed for additional services (not to exceed 20%). Material mark-up does not apply to materials purchased by subcontractor(s). Material mark-up will not apply to any materials manufactured by contractor or its subsidiaries. OGS shall pay list price or less for any materials manufactured by contractor or its subsidiaries.

5.3.9 Grand Total

1. Item IX: Grand Total

- a. Shall be the Grand Total Bid (sum of items I through VIII of the Cost Proposal Form) and will be used to determine the contract value.

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

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

5.4 Term of Contract

This contract will commence upon OSC approval and be in effect through February 11, 2023.

5.5 Method of Payment

Payments will be processed by the State when products have been delivered in satisfactory condition or services have been satisfactorily performed.

The item numbers below correspond to the payable items on Attachment 1 - Cost Proposal.

Item I – System Evaluation

Shall be a one-time payment upon receipt of written reports that are to be submitted to the Director of Utilities Management or his designated representative in accordance with the requirements specified in Section 2.4 - System Evaluation. Payment will not be approved without this documentation.

Invoices for payment shall be submitted for services satisfactorily completed and submitted on a company invoice.

Item II – Base Chiller Services

When the service is successfully completed and approved by the Director of Utilities Management or his designated representative, the Contractor shall submit an invoice for payment.

Item III - Automated Logic Chiller Plant Direct Digital Control Maintenance

Shall be an annual payment. Invoices for this payment may be made at the beginning of each contract year.

Item IV – Automated Logic Technician Services

Shall be paid on an hourly basis, at the rate bid, in arrears for services performed.

Item V – Mechanical Maintenance Labor Services

Shall be paid on an hourly basis, at the rate bid, in arrears for services performed.

Item VI – Preferred Instruments Boiler Plant Direct Digital Control Maintenance

Shall be an annual payment. Invoices for this payment may be made at the beginning of each contract year.

Item VII – Chilled/Condensing Water Pump Maintenance

Shall be an annual payment, at rate bid, in arrears when service has been performed.

Item VIII – Additional Services

Shall be paid in arrears at rate bid if a work authorization letter has been issued. Please also see sections 2.14 – Additional Services and 5.3 – Price.

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

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

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

All Invoices are to be submitted for payment to:

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

Or email: Accountspayable@ogs.ny.gov

5.6 Electronic Payments

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and the State Comptroller. Payment for invoices submitted by the contractor shall only be rendered electronically

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

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

5.7 Past Practice

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

5.8 Exceptions and Extraneous Terms

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

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

5.9 Dispute Resolution

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

5.10 Examination of Contract Documents

1. Each Proposer is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.
2. Each Proposer shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the State as an excuse for any failure or omission on the part of the Proposer to fulfill every detail of all the requirements of the documents governing the work. The Proposer, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such proposer might have fully informed itself prior to bidding.

3. Any Proposer in doubt as to the true meaning of any part of the specification or the proposed contract documents shall submit to Seth Stark, Division of Financial Administration, 32nd Floor, Corning Tower Building, Empire State Plaza, Albany, New York 12242 e-mail: seth.stark@ogs.ny.gov a written request for an interpretation thereof. If a major change is involved to which all proposers must be informed, such request for interpretation shall be delivered, in writing, no later than the question due date listed in **Section 1.5- Key Events**. Any interpretation of the proposed documents will be made only by an addendum duly issued. A copy of such addendum will be e-mailed to proposers who have registered Intent to Submit a Proposal.
4. Any addendum issued prior to the proposal due date must be acknowledged by signature, dated and be submitted as part of the Administrative Proposal. In awarding a contract, any addenda will become a part thereof.
5. Any verbal information obtained from, or statements made by, representatives of the Commissioner of General Services at the time of examination of the documents, pre-bid conference, or site visit shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, to all Proposers shall become a part of the contract.

5.11 Prime Contractor Responsibilities

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

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

5.12 Rules of Construction

Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this RFP, refer to this RFP.

6. CONTRACT CLAUSES AND REQUIREMENTS

6.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated January 2014 attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

1. Appendix A (dated January 2014)
2. Contract Agreement
3. OGS RFP Number 2280 (This Document) Including any Addenda
4. Selected Contractor's Bid

6.2 Procurement Lobbying Requirement

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS and an Offerer/Proposer during the procurement process. An Offerer/Proposer is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Proposer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Offerer/Proposer is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: <http://ogs.ny.gov/Aboutogs/regulations/defaultAdvisoryCouncil.html>

6.3 Confidentiality

Contractor agrees to keep confidential and not to disclose to third parties any information provided by the OGS or learned by the Contractor during the performance of the Contract unless Contractor has received the prior written consent of the OGS to make such disclosure. This provision shall survive the expiration and termination of this Contract. The Contractor warrants that all of its operations are compliant with all federal, state and local laws, rules and regulations pertain to the privacy and/or security of personal and confidential information.

6.4 Ethics Compliance

All proposers/contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing any contract resulting from this RFP, the Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

6.5 Tax and Finance Clause

TAX LAW § 5-A:

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

the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

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

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

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

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

6.6 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each bid will be held in confidence and details of any bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's bid contains any such trade secrets or other confidential or proprietary information, **you must submit a request to except such information from disclosure**. Such request must be in writing, must state the reasons why the information should be excepted from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a bid from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

6.7 General Requirements

- The Proposer agrees to adhere to all State and Federal laws and regulations in connection with the contract.
- The Proposer agrees to notify OGS of any changes in the legal status or principal ownership of the firm, 45 days in advance of said change.
- The Proposer agrees that in any contract resulting from this RFP it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
- The Proposer agrees that any contract resulting from this RFP may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of OGS.
- For reasons of safety and public policy, in any contract resulting from this RFP, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.

- For purposes of any contract resulting from this RFP, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- OGS interpretation of specifications shall be final and binding upon the Contractor.
- The Commissioner of OGS will make no allowance or concession to the Proposer for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Proposer has based its bid on the more expensive option. Final decision will rest with OGS.
- INSPECTION – For purposes of any contract resulting from this RFP the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, OGS may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
- STOP WORK ORDER – OGS reserves the right to stop the work covered by this RFP and any contract(s) resulting there from at any time that it is deemed the Contractor is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, OGS shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the proposal, the Contractor shall be liable to the State of New York for any such costs on account thereof. In the event that OGS issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective. Provided, however, that if an emergency situation exists, as reasonably determined by OGS, then the stop work order shall be effective immediately.
- NON-EXCLUSIVE- Contractor does not have an exclusive right to perform the services, and we can choose to use other vendors or state employees to perform part or all of the work.
- It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
- OGS reserves the right to reject and bar from the facility any employee hired by the Contractor.

6.8 Contract Terms

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

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

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

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

6.9 Subcontractors

The State will contract only with the successful Proposer who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the solicitation and the contract resulting from the solicitation. Any known / planned use of subcontractors must be disclosed in detail with the proposal. If subcontractors are to be used for base scope services, it shall be understood that the bid price includes the cost of the subcontractor and no additional markups will be allowed.

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

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

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

During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to Director of Utilities Management or his designee, 39th Floor Corning Tower, ESP, Albany, NY 12242 in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as the Deputy Commissioner may require concerning the proposed subcontractor's ability and qualifications.

In the event that subcontractors must be used during the term of this contract for Additional Services work (other than specified factory inspection), the following guidelines shall apply.

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

OGS shall be free to accept or reject any proposal/subcontract submitted for State's approval, and Contractor shall provide OGS with copies of all documentation OGS may request in relation to such approval rights.

6.10 Procurement Rights

The State of New York reserves the right to:

1. Reject any and all proposals received in response to this Solicitation.
2. Disqualify a Proposer from receiving the award if the Proposer, or anyone in the Proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Correct Proposers' mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the Proposer.
4. Adjust any Proposer's expected costs of the bid price based on a determination of the evaluation team that the selection of the said Proposer will cause the State to incur additional costs.
5. Utilize any and all ideas submitted in the proposals received.
6. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
7. Begin contract negotiations with another Proposer(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected winning Proposer within 21 days of selection notification.
8. Waive any non-material requirement not met by all Proposers.
9. Not make an award from this Solicitation.
10. Make an award under this Solicitation in whole or in part.

11. Make multiple contract awards pursuant to the Solicitation.
12. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
13. Seek clarifications of proposals.
14. Disqualify any Proposer whose conduct and/or proposal fails to conform to the requirements of the RFP.
15. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available.
16. Waive any requirements that are not material.
17. If two or more proposals are found to be substantially equivalent, the Commissioner of OGS, at her sole discretion, will determine award using the pre-established process. For best value procurements, cost will be the determining factor.

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

6.11 Extent of Services

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

6.12 Debriefings

Proposers will be accorded fair and equal treatment with respect to their opportunity for debriefing. Prior to contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that proposer's bid or bids. After contract award, OGS shall, upon request, provide a debriefing to any proposer that responded to the RFP, regarding the reason that the bid or bid submitted by the unsuccessful proposer was not selected for a contract award. The post award debriefing should be requested by the proposer within thirty days of contract approval as posted on the OSC website (web address below).

<http://wwe1.osc.state.ny.us/transparency/contracts/contractsearch.cfm>

6.13 Termination

1. Termination

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

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

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

2. Procurement Lobbying Termination

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

3. Effect of Termination

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

6.14 NYS Vendor Responsibility Questionnaire

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

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

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

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

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

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

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

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

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

6.15 New York State Vendor File Registration

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the Contractor Information page included in Appendix B of this solicitation.

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

Forms to be completed: http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf

6.16 Indemnification

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

6.17 Force Majeure

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

6.18 Encouraging Use of NYS Businesses

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

Proposers/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing

services and technology. Furthermore, proposers/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

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

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

6.19 Sexual Harassment Prevention

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

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>.

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

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

The certification required above can be found on Appendix B – NYS Required Certifications, which Bidder must submit with its bid

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

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

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

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

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

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

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

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

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

Solicitation

RFP Appendix B

Required Forms

Required Forms – Table of Contents

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

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

Contractor Information

Solicitation Number

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

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

Please identify if any of the following apply:

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

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF _____ }

COUNTY OF _____ : **SS.:**
_____ }

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

_____ ,

Town of _____ ,

County of _____ ,

State of _____ ; and further that:

[Check One]

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

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

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

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

Notary Public
Registration No. _____
State of: _____

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

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

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

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

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

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

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

Instructions:

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

Offerer Disclosure of Prior Non-Responsibility Determinations

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

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

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

By: _____ Date: _____
Signature

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

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

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

Procurement Lobbying Termination

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

NYS REQUIRED CERTIFICATIONS

Nondiscrimination In Employment In Northern Ireland Macbride Fair Employment Principles

In accordance with Section 165 of the State Finance Law, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either (answer yes or no to one or both of the following, as applicable):

- | | | | |
|--|----|-----|----------------------|
| 1. have business operations in Northern Ireland | No | Yes | |
| | | | , and if yes: |
| 2. shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles. | | | |
| | No | Yes | |

Non-Collusive Bidding Certification

In accordance with Section 139-d of the State Finance Law, by submitting its bid each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

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

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

Diesel Emission Reduction Act

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

The Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations

set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy duty vehicles, as defined in the Law, to be used under this contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

Executive Order No. 177 Certification

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

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

Generally, the Human Rights Law applies to:

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

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

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

State Finance Law § 139-I Certification

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

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

Small Business Certifications

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

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

New York State – Office of General Services
Solicitation 2280- Power Plant Equipment, Maintenance,
Testing, and Repair
Appendix B- Required Forms

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Taxation and Finance - FORMS

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



Contractor Certification

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

ST-220-TD

(4/15)

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

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

General information

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

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

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

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

Mail completed form to:

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

Privacy notification

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

Need help?



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

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



Telephone assistance

Sales Tax Information Center: (518) 485-2889

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

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



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

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

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

Section 1 – Contractor registration status

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

Section 2 – Affiliate registration status

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

Section 3 – Subcontractor registration status

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)



Contractor Certification to Covered Agency

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

ST-220-CA

(12/11)

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

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

I, _____, hereby affirm, under penalty of perjury, that I am _____

(name)

(title)

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

(Mark an X in only one box)

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

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

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

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

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

When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

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

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

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

Notary Public

Registration No.

Privacy notification

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

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

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

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

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

Need help?



- Visit our Web site at www.tax.ny.gov
• get information and manage your taxes online
• check for new online services and features



Telephone assistance

Sales Tax Information Center: (518) 485-2889
To order forms and publications: (518) 457-5431

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



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



EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

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

Instructions for completing:

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

RACE/ETHNIC IDENTIFICATION

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

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

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

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

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

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



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

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

Enter the total number of employees for each classification:

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

PREPARED BY (Signature):	TELEPHONE NO.: EMAIL ADDRESS:	DATE:
---------------------------------	--	--------------

NAME AND TITLE OF PREPARER (Print or Type):



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

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

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

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

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



MWBE UTILIZATION PLAN

Initial Plan Revised plan Contract/Solicitation #

INSTRUCTIONS: This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS Certified Minority and Women-owned Business Enterprises (MWBE) under the contract.

BIDDER/CONTRACTOR INFORMATION table with fields for Bidder/Contractor Name, NYS Vendor ID, Address, Telephone Number, and Contract Work Location/Region.

CONTRACTOR INFORMATION table with fields for Prepared by (Signature), Name and Title of Preparer, Telephone Number, and Date.

Email Address:

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

MWBE Subcontractor/Supplier Name and MWBE Certification (MBE/WBE) fields.

Please identify the person you contacted, Federal Identification No., and Telephone No. fields.

Address and Email Address fields.

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

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

MWBE Subcontractor/Supplier Name and MWBE Certification (MBE/WBE) fields.

Please identify the person you contacted, Federal Identification No., and Telephone No. fields.

Address and Email Address fields.

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

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

FOR OGS MWBE USE ONLY

OGS MWBE Authorized Signature, Accepted, Accepted as Noted, and Notice of Deficiency checkboxes.

NAME (Please Print), MBE %/\$, WBE %/\$, Date Received, and Date Processed fields.

Comments:

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

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

ADDITIONAL SHEET

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

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

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

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

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

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

RFP Appendix C

Sample Contract

Solicitation No. 2280

SAMPLE

STATE OF NEW YORK
OFFICE OF GENERAL SERVICES

AGREEMENT FOR

BUILDING 17 POWER PLANT EQUIPMENT MAINTENANCE, TESTING,
AND REPAIR

W. AVERILL HARRIMAN STATE OFFICE BUILDING CAMPUS IN
ALBANY, NY

WITH

(CONTRACTOR)

CONTRACT #OGS1-C00XXXX-1140000

THIS AGREEMENT, made this ____ day of _____, 2019 by and between the People of the State of New York, acting by and through the Commissioner of General Services, whose office is in the Corning Tower Building, at the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242 (hereinafter "Commissioner", "OGS" or "State"), and (Company Name), (hereinafter "Contractor"), with an office at _____.

WITNESSETH:

WHEREAS, the OGS is responsible for the power plant equipment at the power plant located at W. Harriman State Office, Albany, NY (hereinafter the "State Office Building") and in fulfilling its responsibility deems it necessary to obtain inspection, maintenance, testing, and repair of the equipment therefore, and

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

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

1. CONSIDERATION

OGS shall pay the Contractor for all inspections, maintenance, testing, and repair of power plant equipment fees and other fees and expenses in accordance with the amounts and rates put forth in the Contractor's proposal attached hereto as Appendix "C", which Appendix C is hereby incorporated by reference and made a part hereof as fully as if set forth as length herein. This

contract will be established with a not to exceed value of \$_____. Services performed beyond this amount will not be compensated.

2. TERM

This Agreement shall commence upon OSC approval and will be in effect through February 11, 2023, unless sooner terminated as herein specified.

3. SERVICES

The Contractor agrees to perform this Agreement and to furnish the services, labor and materials required in connection therewith in accordance with all the specifications, conditions, covenants and representations contained in the Request for Proposals No. 2280, which is annexed as Appendix "B" hereto, and the Contractor's bid, annexed as Appendix "C" hereto, except as such Appendices B and C have been revised by the terms hereof. Appendix B is hereby incorporated by reference and made a part hereof with the same force and effect as if set forth at length herein.

4. TERMINATION

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

A) Termination

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

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

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

B) Procurement Lobbying Termination

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

C) Effect of Termination

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

5. RECORDS

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

6. TAXES

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

7. INDEPENDENT CONTRACTOR

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

8. APPENDIX A

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

9. ASSIGNMENT

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

10. LAW

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

11. CONDITIONS PRECEDENT

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

12. ENTIRE AGREEMENT

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

13. EXECUTORY CLAUSE

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

14. INCONSISTENCIES

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

1. Appendix A
2. This Contract Agreement
3. Appendix B – Solicitation #2280 including Addenda
4. Appendix C – Contractor's Bid

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

15. FORCE MAJEURE

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

16. ASSIGNMENT BY STATE

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

17. NOTICES

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

18. CAPTIONS

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

19. SEVERABILITY

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

20. INFORMATION SECURITY BREACH

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

- Contractor shall supply OGS with a copy of its notification policy, which shall be modified to be in compliance with this provision, as well as OGS's notification policy.
- Contractor must encrypt any database fields and backup tapes that contain private data elements, as set forth in the ISBNA.
- Contractor must ensure that private data elements are encrypted in transit to / from their systems.
- In general, contractor must ensure that private data elements are not displayed to users on computer screens or in printed reports; however, specific users who are authorized to view the private data elements and who have been properly authenticated may view/receive such data.
- Contractor must monitor for breaches of security to any of its systems that store or process private data owned by OGS.
- Contractor shall take all steps as set forth in ISBNA to ensure private information shall not be released without authorization from OGS.
- In the event a security breach occurs as defined by ISBNA Contractor shall immediately notify OGS and commence an investigation in cooperation with OGS to determine the scope of the breach.
- Contractor shall also take immediate and necessary steps needed to restore the information security system to prevent further breaches.
- Contractor shall immediately notify OGS following the discovery that OGS's system security has been breached.
- Unless the Contractor is otherwise instructed, Contractor is to first seek consultation and receive authorization from OGS prior to notifying the individuals whose personal identity information was compromised by the breach of security, the State Division of Homeland Security and Emergency Services Enterprise Information Security Office, the Department of State Division of Consumer Protection, the Attorney General's Office or any consuming reporting agencies of a breach of the information security system or concerning any determination to delay notification for law enforcement investigations.

- Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.
- This policy and procedure shall not impair the ability of the Attorney General to bring an action against the Contractor to enforce all provisions of the ISBNA or limit the Contractor's liability for any violations of the ISBNA.

21. CONTRACTOR RESPONSIBILITY

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

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

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

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

CONTRACT NO. C00XXXX

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

Agency Certification

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

(Company Name)

THE PEOPLE OF THE STATE OF NEW YORK

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

By: _____
Name:
Title:
Date:

APPROVED AS TO FORM

Attorney General

APPROVED

State Comptroller

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF _____ }

: SS.:

COUNTY OF _____ }

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

[Check One]

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

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

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

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

Notary Public

Registration No. _____

State of: _____

Sample Contract

Appendix A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

Sample Contract

Appendix B

Request for Proposal No 2280

SAMPLE

Sample Contract

Appendix C

Contractor's Bid

SAMPLE

RFP Appendix D – Insurance Requirements

Insurance Requirements

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

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

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

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

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

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

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

- 1. Coverage Types and Policy Limits.** The types of coverage and policy limits required from Bidders and Contractors are specified in Paragraph B *Insurance Requirements* below.
- 2. Policy Forms.** Except as otherwise specifically provided herein, or agreed to in the Contract resulting from this Solicitation, all policies of insurance required by this Attachment shall be written on an occurrence basis.

3. Certificates of Insurance/Notices. Bidders and Contractors shall provide OGS with a Certificate or Certificates of Insurance, in a form satisfactory to OGS as detailed below, and pursuant to the timelines set forth in Section B below. Certificates shall reference the Solicitation or award number and shall name **The New York State Office of General Services, Agency Procurement Office, 32nd Floor, Corning Tower, Empire State Plaza, Albany, New York 12242** as the certificate holder.

Certificates of Insurance shall:

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

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

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

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

5. Breach for Lack of Proof of Coverage. The failure to comply with the requirements of this Attachment at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the

Contract and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.

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

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

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

9. Additional Insured. The Contractor shall cause to be included in each of the liability policies required below, ISO form CG 20 10 11 85 (or a form or forms that provide equivalent coverage, such as the combination of CG 20 10 04 13 and CG 20 37 04 13) and form CA 20 48 10 13 (or a form or forms that provide equivalent coverage), naming as additional insureds: The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to OGS pursuant to the timelines set forth in Section B below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-

insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Attachment had the Contractor obtained such insurance policies.

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

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

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

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

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

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to OGS, OGS shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

B. Insurance Requirements

Bidders and Contractors shall obtain and maintain in full force and effect, throughout the term of any Contract resulting from this Solicitation, at their own expense, the following insurance with

limits not less than those described below and as required by the terms of any Contract resulting from this Solicitation, or as required by law, whichever is greater:

Insurance Type		Proof of Coverage is Due
Commercial General Liability	\$1,000,000 each occurrence	Upon notification of tentative award and updated in accordance with Contract
General Aggregate	\$2,000,000	
Products – Completed Operations Aggregate	\$2,000,000	
Personal and Advertising Injury	\$1,000,000	
Medical Expenses Limit	\$5,000	
Business Automobile Liability Insurance	\$1,000,000 each occurrence	
Workers' Compensation		
Disability Benefits		

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

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

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

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

- Premises liability arising from operations;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under the Contract;
- Cross liability for additional insureds; and
- Products/completed operations for a term of no less than one (1) year, commencing upon acceptance of the work, as required by the Contract.

2. Crime Insurance (Employee Dishonesty): If performance under this Contract shall require work on State property, the Contractor shall maintain, during the term of the Contract, Crime Insurance on a “loss sustained form” or “loss discovered form,” and coverage must include the following:

- The policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- The policy must include an extended reporting period of no less than one year with respect to events which occurred but were not reported during the term of the policy.
- Any warranties required by the Contractor’s insurer as a result of the Contract must be disclosed and complied with. Said insurance shall extend coverage to include the

principals (all directors, officers, agents and employees) of the Contractor as a result of this Contract.

- The policy shall include coverage for third party fidelity and name “The People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees” as “Loss Payees” for all third party coverage secured. This requirement applies to both primary and excess liability policies, as applicable.
- The policy shall not contain a condition requiring an arrest and conviction.

3. Professional Error & Omissions: If providing professional occupation job titles, the Contractor shall maintain Professional Liability insurance.

- Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services.
- Such insurance shall cover broad areas, including but not limited to: defamation, invasion of privacy, infringement of copyright, and plagiarism.
- If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than three years from the time work under this Contract is completed. Written proof of this extended reporting period must be provided to OGS prior to the policy’s expiration or cancellation.
- The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

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

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

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

performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this Attachment and provide proof of such coverage to OGS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

5. Workers' Compensation Insurance and Disability Benefits Requirements

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

Proof of Compliance with Workers' Compensation Coverage Requirements:

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

Proof of Compliance with Disability Benefits Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov);
- Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to OGS by the Contractor's insurance carrier upon request; or
- Form DB-155, *Certificate of Disability Benefits Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office.

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

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

RFP Appendix E – M/WBE and EEO Requirements

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

I. New York State Law

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

II. General Provisions

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

III. Equal Employment Opportunity (EEO)

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

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

B. Form EEO 100 - Staffing Plan

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

C. Form EEO 101 - Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services")

1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.
2. Separate forms shall be completed by Contractor and all subcontractors.
3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

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

IV. Contract Goals

- A. OGS hereby establishes an overall goal of 5% for MWBE participation, 0% for Minority-Owned Business Enterprises ("MBE") participation and 5% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and/or WBE participation for subcontracting and supplies acquired under the Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. The MWBE Regulations are located at 5 NYCRR §§ 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Minority- and Women-Owned Business Enterprises. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women’s Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).

V. MWBE Utilization Plan

- A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.
- B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, and the estimated or, if known, actual dollar amounts to be paid to an MWBE. By signing the Utilization Plan, the Bidder acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by New York State Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.
- C. By entering into the Contract, Bidder/Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. When an MWBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE.
- D. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within 30 days of receipt.
- E. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- F. OGS may disqualify a Bidder’s bid/proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an MWBE Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If OGS determines that the Bidder has failed to document good faith efforts.

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

VI. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts of the OGS Office of Minority- and Women-Owned Business Enterprises for guidance.
- B. In accordance with 5 NYCRR § 142.7, a Bidder/Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause VII below, may submit a request for a partial or total waiver on Form BDC 333, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses V(C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.
- C. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports, determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE contract goals.

VII. Required Good Faith Efforts

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.

5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

VIII. Monthly MWBE Contractor Compliance Report

- A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System ("NYSCS") to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.
- B. When a Contractor receives a payment from a State agency, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.
- C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: "**Introduction to the System – Vendor training**" and "**Contract Compliance Reporting - Vendor Training**" to become familiar with the NYSCS. To view the training schedule and to register visit: <https://ny.newnycontracts.com/events.asp>
- D. As soon as possible after the Contract is approved, Contractor should visit <https://ny.newnycontracts.com> and click on "**Account Lookup**" to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary by choosing "**Change Info.**" It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through "**Request New User.**" When identifying the person responsible, please add "**- MWBE Contact**" after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for "**Contact Us & Support**" then "**Technical Support**" on the NYSCS website.
- E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OGS MWBE Office, 29th Floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.

- F. It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages provisions in clause IX below.

IX. Breach of Contract and Liquidated Damages

- A. Where OGS determines that the Contractor is not in compliance with the requirements of this Contract, and the Contractor refuses to comply with such requirements, or if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, the Contractor shall be obligated to pay liquidated damages to OGS.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. If OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by OGS, Contractor shall pay such liquidated damages to OGS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

X. Fraud

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

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

RFP Appendix F

Prevailing Wage Rate Schedule #2019004699



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Agency Procurement Office
Seth Stark, Contract Management Specialist
32nd floor
Corning Tower
Empire State Plaza
Albany NY 12242

Schedule Year 2018 through 2019
Date Requested 04/11/2019
PRC# 2019004699

Location Building 17
Project ID# RFP 2280
Project Type The inspection, testing, disassembly, preventative maintenance/repair, reassembly and emergency service for four new Carrier Centrifugal Chillers located at Building 17 on the Harriman State Office

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2018 through June 2019. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

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

Both the PW 16 and PW 200 forms are available for completion [online](#).

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project. There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "[4 Day / 10 Hour Work Schedule](#)" form (PW 30.1).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.ny.gov.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. Payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The original payrolls or transcripts must be maintained for a period of at least (5) years, by the Department of Jurisdiction (Contracting Agency), from the project's date of completion. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

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

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

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

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

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

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

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

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

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

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

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

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

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

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

Construction Industry Fair Play Act

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

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

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

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

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



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

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

The law says that you are an employee unless:

- You are free from direction and control in performing your job AND
- You perform work that is not part of the usual work done by the business that hired you AND
- You have an independently established business

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

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

Employee rights. If you are an employee:

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

Independent Contractors: If you are an independent contractor:

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

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

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

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

Employer Name:

WORKER NOTIFICATION

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

Effective February 24, 2008

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

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

Attention Employees

THIS IS A: **PUBLIC WORK
PROJECT**

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

Chapter 629 of the Labor Laws of 2007:

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

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

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

Contractor Name: _____

Project Location: _____

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

Effective July 18, 2008

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

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

Where to find OSHA 10-hour Construction Course

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

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

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

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

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

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

Atlantic OSHA Training Center

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: mailto:japs@buffalo.edu

(716) 829-2125

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

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingletin@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_osh.cfm

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

www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

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

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS Reform 2008

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

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

IMPORTANT INFORMATION

**Regarding Use of Form PW30.1
(Previously 30R)**

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

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

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

AND

You **MUST** register your intent to work 4 / 10 hour days, by completing the PW30.1 Form.

REMEMBER...

The ‘4 Day / 10 Hour Work Schedule’ applies **ONLY** to Job Classifications and Counties listed on the PW30.1 Form.

Do not write in any additional Classifications or Counties.

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

Instructions for Completing Form PW30.1

(Previously 30R)

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

Before completing Form PW30.1 check to be sure ...

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

Instructions (Type or Print legibly):

Contractor Information:

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

Project Information:

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

Do not write in any additional Classifications or Counties.

Requestor Information:

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

Return Completed Form:

- **Mail** the completed PW30.1 form to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 **-OR-**
- **Fax** the completed PW30.1 form to: NYSDOL Bureau of Public Work at (518)485-1870



Bureau of Public Work Harriman
State Office Campus
Building 12, Room 130
Albany, New York 12240
Phone: (518) 457-5589 | Fax: (518) 485-1870
www.labor.ny.gov

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

Before completing this form, make sure that:

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

Please type or print the requested information and then mail or fax to the address above.

Contractor Information

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

Project Information

Project PRC#: Project Name/Type:
Exact Location of Project: County:
(If you are Subcontractor)
Prime Contractor Name:

Job Classification(s) to Work 4/10 Schedule: (Choose all that apply on Job Classification Checklist - Pages 3-8)
*** Do not write in any additional Classifications or Counties***

Requestor Information

Name:
Title: Date:

Please use the list below with the number assigned to each county as a reference to the corresponding numbers listed in the following pages under **Entire Counties & Partial Counties**.

- | | | | |
|-----|-----------------------------|-----|---------------------------------|
| 1. | Albany County | 33. | Oneida County |
| 2. | Allegany County | 34. | Onondaga County |
| 3. | Bronx County | 35. | Ontario County |
| 4. | Broome County | 36. | Orange County |
| 5. | Cattaraugus County | 37. | Orleans County |
| 6. | Cayuga County | 38. | Oswego County |
| 7. | Chautauqua County | 39. | Otsego County |
| 8. | Chemung County | 40. | Putnam County |
| 9. | Chenango County | 41. | Queens County |
| 10. | Clinton County | 42. | Rensselaer County |
| 11. | Columbia County | 43. | Richmond County (Staten Island) |
| 12. | Cortland County | 44. | Rockland County |
| 13. | Delaware County | 45. | Saint Lawrence County |
| 14. | Dutchess County | 46. | Saratoga County |
| 15. | Erie County | 47. | Schenectady County |
| 16. | Essex County | 48. | Schoharie County |
| 17. | Franklin County | 49. | Schuyler County |
| 18. | Fulton County | 50. | Seneca County |
| 19. | Genesee County | 51. | Steuben County |
| 20. | Greene County | 52. | Suffolk County |
| 21. | Hamilton County | 53. | Sullivan County |
| 22. | Herkimer County | 54. | Tioga County |
| 23. | Jefferson County | 55. | Tompkins County |
| 24. | Kings County (Brooklyn) | 56. | Ulster County |
| 25. | Lewis County | 57. | Warren County |
| 26. | Livingston County | 58. | Washington County |
| 27. | Madison County | 59. | Wayne County |
| 28. | Monroe County | 60. | Westchester County |
| 29. | Montgomery County | 61. | Wyoming County |
| 30. | Nassau County | 62. | Yates County |
| 31. | New York County (Manhattan) | | |
| 32. | Niagara County | | |

Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Carpenter – Building	276B-All	7	2, 5	
Carpenter – Building	276B-Cat	15	5	
Carpenter – Building	276-B-LIV	26, 28, 35, 59	61	
Carpenter – Building	276B-Gen	19, 32, 37	61	
Carpenter – Heavy & Highway	276HH-All	2, 5, 7		
Carpenter – Heavy & Highway	276HH-Erie	15		
Carpenter – Heavy & Highway	276HH- Gen	19, 32, 37, 61		
Carpenter – Heavy & Highway	276HH-Liv	26, 28, 35, 59		
Carpenter – Residential	276R-All	7	2, 5	
Carpenter – Building	277B-Bro	4, 54		
Carpenter – Building	277B-CAY	6, 50, 62		
Carpenter – Building	277B-CS	8, 12, 49, 51, 55	2	
Carpenter – Building	277 JLS	23, 25, 45		
Carpenter – Building	277 omh	22, 27, 33		
Carpenter – Building	277 On	34		
Carpenter – Building	277 Os	38		
Carpenter – Building	277CDO Bldg	9, 13, 39		
Carpenter – Heavy & Highway	277CDO HH	9, 13, 39		
Carpenter – Heavy & Highway	277HH-BRO	4, 6, 8, 12, ,22, 23, 25, 27, 33, 34, 38, 45, 49, 50, 51, 54, 55, 62		
Carpenter – Building	291B-Alb	1, 18, 20, 29, 42, 47, 48		
Carpenter – Building	291B-Cli	10, 16, 17		
Carpenter – Building	291B-Ham	21, 57, 58		
Carpenter – Building	291B-Sar	46		
Carpenter – Heavy & Highway	291HH-Alb	1, 10, 16, 17,18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Electrician	25m	30, 52		
Electrician – Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	

Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	
Electrician	840 Teledata and 840 Z1	62	6, 34, 35, 50, 59	
Electrician	910	10, 16, 17, 23, 25, 45		
Electrical Lineman	1049Line/Gas	30, 41, 52		
Electrical Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		
Electrical Lineman	1249a West	60		
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		
Electrical Lineman	1249aWestLT	60		
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		
Insulator – Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		
Laborer – Building	621b	2, 7	5	
Laborer – Building	633 bON	34		

Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Laborer – Building	633b Cay	6		
Laborer – Building	633bOS	38		
Laborer – Building	785(7)	4	9, 13, 54	
Laborer – Building	785B-CS	8, 51	49	
Laborer – Building	7-785b	12, 55	49, 54	
Laborers – Heavy & Highway	157h/h	47	18, 29, 46	
Laborers – Heavy & Highway	190 h/h	1, 42, 58	11, 20, 46	
Laborers – Heavy & Highway	35/2h	21, 22, 27, 33	18, 29	
Laborer – Residential	621r	2, 7	5	
Laborers – Tunnel	157	47	18, 29, 46	
Laborers – Tunnel	35T	21, 22, 27, 33	18, 29	
Laborers – Tunnel	190	1, 42, 58	11, 20, 46	
Mason – Building	2TS.1	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Mason – Building	2TS.2	22, 23, 25, 33, 45	27	
Mason – Building	2TS.3	6, 34, 38	27	
Mason – Building	2b-on	34		
Mason – Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	
Mason – Building	2b.2	22, 33	25	
Mason – Building	2b.3	6, 34	27	
Mason – Building	2b.4	38		
Mason – Building	2b.5	23	25	
Mason – Building	2b.6	45		
Mason – Building	2b.8	10, 16, 17	57	
Mason – Building	3b-Co-Z2	8, 49, 51	2	
Mason – Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building – Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building	3B-Bing-Z2	4, 9, 13, 39, 54		
Mason – Building	3B-lth-Z2	12, 55		

Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason – Building	3B-Jam-Z2	7	2, 5	
Mason – Building – Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	
Mason – Building	3B-Z3	15, 32	5	
Mason – Building	3B-Z3.Orleans	37		
Mason – Residential	3B-Z3R	15, 32	5	
Mason – Residential	3B-z3R.Orleans	37		
Mason - Heavy & Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	
Mason – Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3	15, 32, 37	5	
Mason – Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3R	15, 32, 37	5	
Mason – Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter	3TS-Z3	15, 32, 37	5	
Mason – Tile Setter Residential	3TS-Z3R	15, 32, 37	5	
Mason – Building/Heavy & Highway	780	3, 24, 30, 31, 41, 43, 52		
Operating Engineer - Heavy & Highway	137H/H	40, 60	14	
Operating Engineer – Heavy & Highway	158-832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	
Operating Engineer – Heavy & Highway	158-H/H	1, 4, 9, 10, 11, 14, 16, 17, 18, 20, 21, 22, 29, 39, 42, 46, 47, 48, 54, 57, 58		
Operating Engineer – Heavy & Highway	158-545h	6, 12, 23, 25, 27, 33, 38, 45, 50, 55		
Painter	1456-LS	1, 3, 10, 11, 14, 16, 17, 18, 20, 21, 24, 29, 30, 31, 36, 40, 41, 42, 43, 44, 46, 47, 48, 52, 53, 56, 57, 58, 60		
Painter	150	28, 59, 62	26, 35	

Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Painter	178 B	4, 9, 54		
Painter	178 E	8, 49	51	
Painter	178 I	12, 55		
Painter	178 O	13, 39		
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	
Painter	38.O		38	
Painter	38.W	23, 45	25	
Painter	4- Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	
Painter	4-Jamestown		5, 7	
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		
Teamsters – Heavy & Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	
Teamsters – Heavy & Highway	317bhh	6, 12, 50, 51, 55, 62	2	
Teamsters - Building/Heavy & Highway	456	40, 60		

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

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

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

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

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

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

Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Albany County General Construction

Boilermaker **04/01/2019**

JOB DESCRIPTION Boilermaker **DISTRICT 1**

ENTIRE COUNTIES

Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

WAGES

Per hour	07/01/2018	01/01/2019	01/01/2020
Boilermaker	\$ 35.99	\$ 37.29	+1.59

SUPPLEMENTAL BENEFITS

Per hour	07/01/2018	01/01/2019
Journeymen	\$ 24.25 + 1.24*	\$ 24.53 + 1.24*

* This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

OVERTIME PAY

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

HOLIDAY

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

Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES

Wages per hour
 (1/2) year terms at the following percentage of Journeyman's wage.

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

Supplemental Benefits per hour

07/01/2018

1st	2nd	3rd	4th	5th	6th	7th	8th
18.24	18.24	19.11	19.97	20.82	21.67	22.54	23.40
+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*

01/01/2019

1st	2nd	3rd	4th	5th	6th	7th	8th
18.42	18.42	19.30	20.16	21.03	21.91	22.79	23.65
+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*

* This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Carpenter - Building **04/01/2019**

JOB DESCRIPTION Carpenter - Building **DISTRICT 2**

ENTIRE COUNTIES

Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie

WAGES

Per hour:	07/01/2018	07/01/2019	07/01/2020
		Additional	Additional
Carpenter	\$ 31.23	\$ 1.10	\$ 1.10
Floor Coverer	31.23	1.10	1.10
Carpet Layer	31.23	1.10	1.10

Dry-Wall	31.23	1.10	1.10
Lather	31.23	1.10	1.10
Diver-Wet Day	61.25	1.10	1.10
Diver-Dry Day	32.23	1.10	1.10
Diver Tender	32.23	1.10	1.10

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (not subject to overtime premiums):

- Pile Drivers shall receive \$0.25 per hour over the journeyman's rate of pay when performing piledriving work.
- Certified welders shall receive \$1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive:
 - 0' to 80' no additional fee
 - 81' to 100' additional \$.50 per foot
 - 101' to 150' additional \$0.75 per foot
 - 151' and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive:
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the "4 Day/10 Hour Work schedule", as your normal schedule, you must submit an "Employer Registration for Use of 4 Day/10 Hour Work Schedule," form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 21.39

OVERTIME PAY

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

* Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

REGISTERED APPRENTICES

Wages per hour

FOR APPRENTICES INDENTURED PRIOR TO JANUARY 1, 2016

One year terms at the following percentage of Journeyman's base wage

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

Supplemental Benefits per hour:

1st year term	\$ 11.06
2nd year term	11.06
3rd year term	13.66
4th year term	13.66

FOR APPRENTICES INDENTURED AFTER JANUARY 1, 2016

1,300 hour terms at the following percentage of Journeyman's base wage.

1st	2nd	3rd	4th	5th
50%	60%	65%	70%	80%

Supplemental Benefits per hour:

1st term	\$ 11.06
2nd term	11.06
3rd term	13.66

4th term	13.66
5th term	13.66

ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED (not subject to overtime premiums):

- Pile Driving apprentices shall receive \$0.25 per hour when performing piledriving work.
- Certified welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

2-291B-Alb

Carpenter - Building / Heavy&Highway **04/01/2019**

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Wages per hour: 07/01/2018

Carpenter - ONLY for
Artificial Turf/Synthetic
Sport Surface

\$ 30.40

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 22.43

OVERTIME PAY

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

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

Notes:

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's wage:

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

Supplemental Benefits per hour:

1st year term	\$ 11.15
2nd year term	11.15
3rd year term	13.75
4th year term	13.75

2-42AtSS

Carpenter - Heavy&Highway **04/01/2019**

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Albany, Clinton, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour	07/01/2018
Carpenter	\$ 31.48
Piledriver	31.48
Diver-Wet Day	56.48
Diver-Dry Day	32.48
Diver-Tender	32.48

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (not subject to overtime premiums):

- When Heavy & Highway Millwright work is performed, the employee will receive an additional \$1.50 per hour for all hours worked (Rate effective till 4/30/19, on 5/1/19 refer to Millwright rate schedule for Heavy & Highway work).
- When project owner mandates a single irregular work shift, the employee will receive an additional \$2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.
- Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- Depth pay for Divers based upon deepest depth on the day of the dive:
 - 0' to 50' no additional fee
 - 51'to 100' additional \$.50 per foot
 - 101'to 150' additional \$0.75 per foot
 - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive:
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 21.35
------------	----------

OVERTIME PAY

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

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.

REGISTERED APPRENTICES

Wages per hour

FOR APPRENTICES INDENTURED PRIOR TO JANUARY 1, 2016

One year terms at the following percentage of Journeyman's base wage

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

Supplemental Benefits per hour:

1st year term	\$ 11.02
2nd year term	11.02
3rd year term	13.62
4th year term	13.62

FOR APPRENTICES INDENTURED AFTER JANUARY 1, 2016

1,300 hour terms at the following percentage of Journeyman's base wage

1st	2nd	3rd	4th	5th
50%	60%	65%	70%	80%

Supplemental Benefits per hour:

1st term	\$ 11.02
2nd term	11.02
3rd term	13.62
4th term	13.62
5th term	13.62

NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (not subject to overtime premiums):

- When Heavy & Highway Millwright work is performed, the employee will receive an additional \$1.50 per hour for all hours worked (Rate effective till 4/30/19, on 5/1/19 refer to Millwright rate schedule for Heavy & Highway work).
- When project owner mandates a single irregular work shift, the employee will receive an additional \$2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.
- Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

2-291HH-Alb

Electrician

04/01/2019

JOB DESCRIPTION Electrician

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Greene: Portion of the County North of a line following the South limits of the City of Catskill in a westerly direction from the Hudson River to State Highway 23A. Then continuing on 23A to the road following the Little West Kill and continuing along this road to Delaware County.
 Otsego: Only the Towns of Decatur and Worcester

WAGES

Per hour

07/01/2018

Electrician	\$ 38.50
Audio/Sound	38.50
Video	38.50
Tele-Data	38.50

Notes: An additional 5% above rate for work over 30' above floor when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.

An additional 10% above rate on towers & smoke stacks over 100' high.

An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

An additional 5% above rate when Journeymen are required to work as Lead(Pb) cable splicers.

An additional 10% above rate when Journeymen Welders are required to have ASME verification.

SUPPLEMENTAL BENEFITS

Per hour

Journeyman	\$ 25.92
	+3% of wage

OVERTIME PAY

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

* DOUBLE TIME AFTER 10 HOURS ON SATURDAY

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS OF AT LEAST A FIVE (5) DAY DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1st Shift	8:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	4:30 PM to 12:30 AM	REGULAR RATE PLUS 10%
3rd Shift	12:30 AM to 8:00 AM	REGULAR RATE PLUS 15%

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Saturday, it shall be celebrated on Friday. If the holiday falls on Sunday, it shall be celebrated on Monday.

REGISTERED APPRENTICES

Wages per hour

Terms at the following percentage of Journeyman's wage.

6mo	1st yr	2nd yr	3rd yr	4th yr	5th yr
40%	45%	50%	60%	70%	80%

Notes: An additional 5% above rate for work over 30' above floor when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.
 An additional 10% above rate on towers & smoke stacks over 100' high.
 An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

Supplemental Benefits per hour worked

1st term	\$ 12.26*
2nd term	12.26*
All others	25.92*

*Plus additional 3% of wage

1-236

Elevator Constructor **04/01/2019**

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Essex, Fulton, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Madison: Madison Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
 Oneida: Entire county except the towns of: Camden, Florence, and Vienna.

WAGES

Per hour	07/01/2018	01/01/2019
Mechanic	\$ 44.58	\$ 46.00
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

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

NOTE - In order to use the "4 Day/10 Hour Work schedule", as your normal schedule, you must submit an "Employer Registration for Use of 4 Day/10 Hour Work Schedule," form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour	07/01/2018	01/01/2019
Journeyman/Helper	\$ 32.645*	\$ 33.705*

(*)Plus 6% of hourly rate, if less than 5 years of service. Plus 8% of hourly rate, if more than 5 years of service.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour:				
0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50%	55%	65%	70%	80%

(*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits - per hour worked:

Same as Journeyman/Helper

Glazier

04/01/2019

JOB DESCRIPTION Glazier

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour

07/01/2018

Glazier base wage \$ 27.65
 + additional \$2.20 per hour for all hours worked

*High Work Base Wage 31.00
 + additional \$3.52 per hour for all hours worked

(*)When working on Swing Stage or Lift 100 feet or more in height, measured from the ground level up.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
 NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 19.81
 Journeyman
 High Work 24.69

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE
 Premium is applied to the respective base wage only.

HOLIDAY

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

Note: If any of the holidays are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law as if the day on which the holiday is celebrated was actually the holiday date.

REGISTERED APPRENTICES

Wages per hour

Apprentice Glazier One Year and 1500 hr. terms at the following percentage of Journeyman's base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%

+ additional \$2.20 per hour for all hours worked for all terms

Apprentice Glazier Hi-Work One Year and 1500 hr. terms at the following percentage of Journeyman's Hi-Work base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%

+ additional \$3.52 per hour for all hours worked for all terms

Supplemental Benefits per hour worked

Apprentice	
1st-2nd term	\$ 16.14
3rd-4th term	19.81
Apprentice High Work	
1st-2nd term	18.69
3rd-4th term	24.69

Insulator - Heat & Frost

04/01/2019

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington

WAGES

Wages per hour 07/01/2018

Asbestos Worker*	\$ 34.90
Insulator*	34.90
Firestopping Worker*	29.67

(*)On Mechanical Systems only.

On government mandated shift work additional 12% of wage for all shifts starting after 3:30 P.M.

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 21.94

OVERTIME PAY

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

*B1=Double time begins after 10 hours on Saturday

**Q=Triple time on Labor Day if worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When a holiday falls on Sunday the following Monday shall be observed as the holiday.

REGISTERED APPRENTICES

Wages per hour

one year terms at the following percentage of Journeyman's wage.

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

Supplemental Benefits per hour worked:

Apprentices \$ 21.94

1-40

Ironworker

04/01/2019

JOB DESCRIPTION Ironworker

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Perth, Bleecker and Johnstown.

Hamilton: Only the Townships of Hope, Benson and Wells.

Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.

Otsego: Only the Towns of Unadilla, Butternuts, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worcester.

WAGES

Wages 07/01/2018

Per hour

Ornamental	\$ 31.00
Reinforcing	31.00
Rodman	31.00
Structural & Precast	31.00
Mover/Rigger	31.00
Fence Erector	31.00
Stone Derrickman	31.00
Sheeter	31.25
Curtain Wall Installer	31.00
Metal Window Installer	31.00

SUPPLEMENTAL BENEFITS

Per hour

JOURNEYMAN \$ 28.11

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

07/01/2018

1st year	\$ 16.50
2nd year	18.50
3rd year	20.50
4th year	22.50

Supplemental Benefits per hour worked

1st year	\$ 11.00
2nd year	21.86
3rd year	23.40
4th year	24.96

1-12

Laborer - Building

04/01/2019

JOB DESCRIPTION Laborer - Building

DISTRICT 1

ENTIRE COUNTIES

Albany, Rensselaer, Washington

PARTIAL COUNTIES

Columbia: Only the Townships of Stuyvesant, Stockport, Kinderhook, New Lebanon, Canaan, Ghent, Chatham and Austerlitz.

Greene: Entire county except the Township of Catskill

Saratoga: Only the Townships of Halfmoon, Saratoga, Stillwater and Waterford

WAGES

Per hour

	07/01/2018	10/01/2018	07/01/2019
--	------------	------------	------------

Group #1:

All Classifications except as noted in Groups 2 & 3	\$ 27.01	\$28.01	+\$1.40
---	----------	---------	---------

Group #2:

Blaster, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Metal Formsetter sidewalk), Well Pointing & Laser Operator	27.51	28.51	
---	-------	-------	--

Group #3:

Handling of Asbestos or Toxic Materials	28.36	29.36	
--	-------	-------	--

SUPPLEMENTAL BENEFITS

Per hour

Journeyman	\$ 22.07	22.57	
------------	----------	-------	--

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour
 1000 Hour terms at the following percentage of Journeyman's basic hourly wage.

1st	2nd	3rd	4th
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

	07/01/2018	10/01/2018
Apprentices	\$ 22.07	22.57

1-190

Laborer - Heavy&Highway **04/01/2019**

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT 1**

ENTIRE COUNTIES
 Albany, Rensselaer, Washington

PARTIAL COUNTIES
 Columbia: Only the Townships of Stuyvesant, Stockport, Kinderhook, New Lebanon, Canaan, Ghent, Chatham, and Austerlitz
 Greene: Entire county except the Township of Catskill.
 Saratoga: Only the Townships of Halfmoon, Saratoga, Stillwater, and Waterford.

WAGES
 GROUP # A:
 Basic, Drill Helper, Flagman, Outboard and Hand Boats

GROUP # B:
 Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steelmesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators(1-1/2" and Single Diaphragm) Nozzle (Asphalt, Guniting, Seeding and Sand Blasting), Laborers on Chain Link Fence. Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C:
 Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Acetylene Torch Operators, Asphalt Raker and Powderman.

GROUP # D:
 Blasters, Metal Form Setters(sidewalk), Stone or Granite Curb Setters.

GROUP # E:
 Employees performing hazardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

WAGES per hour	07/01/2018	07/01/2019
Group # A	\$ 30.94	+\$1.40
Group # B	31.14	
Group # C	31.34	
Group # D	31.54	
Group # E	32.94	

All employees who work a single irregular work day that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional \$2.00 per hour.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

Journeyman	\$ 22.85
------------	----------

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES

Wages per hour

1000 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th
65%	70%	80%	80%

Supplemental Benefits per hour worked

Apprentices \$ 22.85

1-190 h/h

Laborer - Tunnel

04/01/2019

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 1

ENTIRE COUNTIES

Albany, Rensselaer, Washington

PARTIAL COUNTIES

Columbia: Only the Townships of Stuyvesant, Stockport, Kinderhook, New Lebanon, Canaan, Ghent, Chatham, and Austerlitz

Greene: Entire county except the Township of Catskill.

Saratoga: Only the Townships of Halfmoon, Saratoga, Stillwater, and Waterford.

WAGES

Class A: Mole nipper, powder handler, changehouse attendant and top laborer, Air spade, jackhammer, pavement breaker, Top bell, Bottom bell, side or roofbelt driller, maintenance men, burners, block layers, rodmen, caulkers, miners helper, trackmen, nippers, derailmen, electrical cablemen, hosemen, groutmen, gravelmen, form workers, movers and shaftmen, conveyor men.

Class B: Powder monkey, Blasters, ironmen and cement worker, miner, welder, heading driller, steel erectors, piledriver, rigger

Wages per hr. 07/01/2018

Class #A \$35.14

Class #B 36.14

All employees who work a single irregular work day that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional \$2.00 per hour.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 23.25

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: If the holiday falls on a Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES

Wages per hour

1000 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th
65%	70%	80%	80%

Supplemental Benefits per hour worked

Apprentices \$ 23.25

1-190

Lineman Electrician

04/01/2019

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

	07/01/2018	05/06/2019	05/04/2020
Lineman, Technician	\$ 50.60	\$ 52.05	\$ 53.50
Crane, Crawler Backhoe	50.60	52.05	53.50
Welder, Cable Splicer	50.60	52.05	53.50
Digging Mach. Operator	45.54	46.85	48.15
Tractor Trailer Driver	43.01	44.24	45.48
Groundman, Truck Driver	40.48	41.64	42.80
Equipment Mechanic	40.48	41.64	42.80
Flagman	30.36	31.23	32.10

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

	07/01/2018	05/06/2019	05/04/2020
Lineman, Technician	\$ 50.60	\$ 52.05	\$ 53.50
Crane, Crawler Backhoe	50.60	52.05	53.50
Cable Splicer	55.66	57.26	58.85
Certified Welder - Pipe Type Cable	53.13	54.65	56.18
Digging Mach. Operator	45.54	46.85	48.15
Tractor Trailer Driver	43.01	44.24	45.48
Groundman, Truck Driver	40.48	41.64	42.80
Equipment Mechanic	40.48	41.64	42.80
Flagman	30.36	31.23	32.10

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

	07/01/2018	05/06/2019	05/04/2020
Lineman, Tech, Welder	\$ 51.92	\$ 53.37	\$ 54.82
Crane, Crawler Backhoe	51.92	53.37	54.82
Cable Splicer	57.11	58.71	60.30
Certified Welder - Pipe Type Cable	54.52	56.04	57.56
Digging Mach. Operator	46.73	48.03	49.34
Tractor Trailer Driver	44.13	45.36	46.60
Groundman, Truck Driver	41.54	42.70	43.86
Equipment Mechanic	41.54	42.70	43.86
Flagman	31.15	32.02	32.89

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Lineman, Tech, Welder	\$ 53.11	\$ 54.56	\$ 56.01
Crane, Crawler Backhoe	53.11	54.56	56.01
Cable Splicer	53.11	54.56	56.01
Digging Mach. Operator	47.80	49.10	50.41
Tractor Trailer Driver	45.14	46.38	47.61
Groundman, Truck Driver	42.49	43.65	44.81
Equipment Mechanic	42.49	43.65	44.81
Flagman	31.87	32.74	33.61

Additional \$1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

**** IMPORTANT NOTICE ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
 *Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (also required on non-worked holidays):

The following SUPPLEMENTAL BENEFITS apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

Journeyman	\$ 23.40	\$ 24.15	\$ 24.90
	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage

*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.
 NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.
 Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
 Overtime See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a

Lineman Electrician - Teledata

04/01/2019

JOB DESCRIPTION Lineman Electrician - Teledata
ENTIRE COUNTIES

DISTRICT 6

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation).

	07/01/2018	01/01/2019	01/01/2020	01/01/2021
Cable Splicer	\$ 31.83	\$ 32.78	\$ 33.77	\$ 34.78
Installer, Repairman	30.21	\$ 31.12	\$ 32.05	\$ 33.01
Teledata Lineman	30.21	\$ 31.12	\$ 32.05	\$ 33.01
Tech., Equip. Operator	30.21	\$ 31.12	\$ 32.05	\$ 33.01
Groundman	16.01	\$ 16.49	\$ 16.99	\$ 17.50

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 4.73 *plus 3% of wage paid			
------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting **04/01/2019**

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/groundman truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.
 (Ref #14.01.01)

Per hour:

	07/01/2018	05/06/2019	05/04/2020
Lineman, Technician	\$ 43.80	\$ 45.00	\$ 46.20
Crane, Crawler Backhoe	43.80	45.00	46.20
Certified Welder	45.99	47.25	48.51
Digging Machine	39.42	40.50	41.58
Tractor Trailer Driver	37.23	38.25	39.27
Groundman, Truck Driver	35.04	36.00	36.96
Equipment Mechanic	35.04	36.00	36.96
Flagman	26.28	27.00	27.72

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM	REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM	REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM	REGULAR RATE PLUS 31.4%

**** IMPORTANT NOTICE ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
 *Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 23.40	\$ 24.15	\$ 24.90
	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage

*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.
 Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.
 NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.
 Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
 Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES: Per hour. 1000 hour terms.

	07/01/2018	05/06/2019	05/04/2020
1st term	\$ 26.28	\$ 27.00	\$ 27.72
2nd term	28.47	29.25	30.03
3rd term	30.66	31.50	32.34
4th term	32.85	33.75	34.65
5th term	35.04	36.00	36.96
6th term	37.23	38.25	39.27
7th term	39.42	40.50	41.58

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

Lineman Electrician - Tree Trimmer

04/01/2019

JOB DESCRIPTION Lineman Electrician - Tree Trimmer
ENTIRE COUNTIES

DISTRICT 6

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Per hour:

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

	07/01/2018	01/01/2019
Tree Trimmer	\$ 25.10	\$ 25.79
Equipment Operator	22.20	22.81
Equipment Mechanic	22.20	22.81
Truck Driver	18.48	18.99
Groundman	15.22	15.64
Flag person	10.97	11.27

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 9.98	\$ 9.98
	*plus 3% of hourly wage	*plus 3% of hourly wage

* The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

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

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building

04/01/2019

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour 07/01/2018

Tile/Marble/Terrazzo

Setter	\$ 34.66
Finisher	27.16

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter	\$ 19.58
Journeyman Finisher	16.85

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

Hour Terms at the following percentage of Journeyman's wage

Setter:

1st term 0-500 hrs	60%
2nd term 501-1500 hrs	70%
3rd term 1501-2500 hrs	80%
4th term 2501-3500 hrs	85%
5th term 3501-4500 hrs	90%
6th term 4501-6000 hrs	95%

Finisher:

1st term 0-500 hrs	70%
2nd term 501-1500 hrs	80%
3rd term 1501-2500 hrs	90%
4th term 2501-3700 hrs	95%

Supplemental Benefits per hour worked
07/01/2018

Setter:

1st term 0-500 hrs	\$ 11.23
2nd term 501-1500 hrs	11.23
3rd term 1501-2500 hrs	15.40
4th term 2501-3500 hrs	15.40
5th term 3501-4500 hrs	17.47
6th term 4501-6000 hrs	19.58

Finisher:

1st term 0-500 hrs	\$ 10.70
2nd term 501-1500 hrs	10.70
3rd term 1501-2500 hrs	13.77
4th term 2501-3700 hrs	13.77

12-2TS.1

Mason - Building

04/01/2019

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES

Warren: Only the Townships of Bolton, Lake George, Lake Luzerne, Queensbury, Stony Creek, Thurman & Warrensburg.

WAGES

Per hour 07/01/2018

Bricklayer	\$ 36.19
Cement Mason(Bldg)	36.19
Plasterer/Fireproofing*	36.19
Pointer/Caulker/Cleaner	36.19
Stone Mason	36.19
Acid Brick	36.69

(*)Fireproofing of Structural only.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 20.48

OVERTIME PAY

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

HOLIDAY

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

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES

Wages per hour

750 hour terms at the following percentage of Journey's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0-500 Hours	\$ 11.78
All others	\$ 20.48

12-2b.1

Mason - Heavy&Highway

04/01/2019

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

PARTIAL COUNTIES

Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

WAGES

Per hour

07/01/2018

Mason & Bricklayer	\$37.23
--------------------	---------

Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 19.51
------------	----------

OVERTIME PAY

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

HOLIDAY

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

Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

REGISTERED APPRENTICES

Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

\$ 19.51

12-2hh.1

Millwright

04/01/2019

JOB DESCRIPTION Millwright

DISTRICT 2

ENTIRE COUNTIES

Albany, Chenango, Delaware, Fulton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES

Per hour:	07/01/2018	05/01/2019	07/01/2019 Additional	07/01/2020 Additional
Building	\$ 32.00	\$ 32.00	\$ 1.40	\$ 1.40
Heavy & Highway*	N/A	34.00	1.40	1.40

*Effective 5/1/19, all Heavy and Highway Millwright construction will be paid at the rate indicated above.

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive \$1.75 per hour in addition to the current Millwright's rate provided he/she is directed to perform certified welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour.
- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwright's rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$0.25. This amount will increase to \$0.50 on 7/1/2019 and to \$1.00 on 7/1/2020

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 22.79	\$ 22.79
------------	----------	----------

OVERTIME PAY

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

*Note - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

HOLIDAY

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

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

Wages per hour:

(1)year terms at the following percentage of journeyman's rate.

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

Supplemental Benefits per hour:

Apprentices:

1st term	\$ 10.75
2nd term	19.18
3rd term	20.38
4th term	21.59

2-1163.1

Operating Engineer - Building

04/01/2019

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

CLASS A1:

Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks,whirlies, dragline, boom trucks over 5 tons.

CLASS A:

Shovel, all Excavators (including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

CLASS B:

Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacuum machine (mounted or towed).

CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps.

* In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

	07/01/2018
Class # A1	\$ 43.79
Class # A	43.30
Class # B	42.28
Class # C	39.38

Additional \$0.50 per hr for Tower Cranes.

Additional \$1.25 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$2.25 per hr for Cranes with Boom length & jib 200ft. and over.

Additional \$2.00 per hr over B rate for Nuclear Leader work.

Additional \$0.40 per hr for tunnel or excavation of shaft 40' or more deep.

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 25.90

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday.

Employees who work a Saturday holiday shall be paid double time plus the holiday pay.

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyman's wage Class B

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

Supplemental Benefits per hour worked

07/01/2018

All terms \$ 21.20

1-158 Alb

Operating Engineer - Heavy&Highway

04/01/2019

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

CLASSIFICATION A:

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder

CLASSIFICATION C:

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

	07/01/2018
Master Mechanic	\$ 45.08
Class A*	43.47
Class B	42.56
Class C	39.99

Additional \$2.00 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

(*) Premiums for CRANES is based upon Class A rates with the following premiums:

- Additional \$4.00 per hr for Tower Cranes, including self erecting.
- Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 26.10

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on a Saturday, it will be celebrated on Saturday.

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyman's wage Class B

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

Supplemental Benefits per hour worked

All Terms 07/01/2018
 \$ 21.50

1-158H/H Alb

Operating Engineer - Marine Dredging

04/01/2019

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Chautauqua, Clinton, Columbia, Dutchess, Erie, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Niagara, Orange, Orleans, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for barge mounted cranes and other equipment are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:
 DREDGING OPERATIONS 07/01/2018
 CLASS A
 Operator, Leverman, \$ 38.18
 Lead Dredgeman

CLASS A1 To conform to Operating Engineer
 Dozer, Front Loader Prevailing Wage in locality where work
 Operator is being performed including benefits.

CLASS B \$ 33.02
 Barge Operator
 Spider/Spill
 Tug Operator(over1000hp),
 OperatorII, Fill Placer,
 Derrick Operator, Engineer,
 Chief Mate, Electrician,
 Chief Welder,
 Maintenance Engineer

Certified Welder, \$ 31.09
 Boat Operator(licensed)

CLASS C \$ 30.24
 Drag Barge Operator,
 Steward, Mate,
 Assistant Fill Placer,

Welder (please add)\$ 0.06

Boat Operator \$ 29.26

CLASS D
Shoreman, Deckhand, \$ 24.30
Rodman, Scowman, Cook,
Messman, Porter/Janitor

Oiler(please add)\$ 0.09

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B 07/01/2018
\$11.23 plus 8%
of straight time
wage, Overtime hours
add \$ 0.63

All Class C \$10.93 plus 8%
of straight time
wage, Overtime hours
add \$ 0.48

All Class D \$10.63 plus 8%
of straight time
wage, Overtime hours
add \$ 0.33

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew

04/01/2019

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2018

Party Chief \$ 40.45
Instrument Person 38.17
Rod Person 26.48

Additional \$3.00/hr. for Tunnel Work
Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 25.75

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2018

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 15.45
1001-2000	\$ 18.03
2001-3000	\$ 20.60

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

04/01/2019

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2018

Party Chief	\$ 41.40
Instrument Person	38.02
Rod Person	28.12

Additional \$3.00/hr. for Tunnel Work.

Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 24.90

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2018

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 16.82
1001-2000	\$ 19.63
2001-3000	\$ 22.45

12-158-545 DCE

Operating Engineer - Tunnel

04/01/2019

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuylar, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess to the northern boundary line of the City of Poughkeepie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Rte. 343 then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains to Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Welder; Winch; Winch Cat

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Insertor (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor

WAGES per hour:

07/01/2018

Master Mechanic	\$ 46.65
CLASS A	44.24
CLASS B	43.02
CLASS C	40.23
CLASS D	37.22

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

CRANES:

Crane 1: All cranes, including self-erecting to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

Crane 1	\$ 48.24
Crane 2	47.24
Crane 3	46.24

SUPPLEMENTAL BENEFITS

Per hour:

\$ 28.40

OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyman's wage.

1st term	60% of Class B
2nd term	65% of Class B
3rd term	70% of Class B
4th term	75% of Class B

SUPPLEMENTAL BENEFITS per hour paid: Same as Journeyman

7-158-832TL.

Painter

04/01/2019

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Albany, Essex, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour

07/01/2018	05/01/2019 Additional
------------	--------------------------

Painter\Wallcover	\$ 28.59	\$1.40
Drywall Finishers	28.59	1.40
Spray Rate	28.59	1.40
Structrual Steel*	29.59	1.40
Lead Abatement	29.59	1.40
Lead Abatement on Structural Steel	30.59	1.40

(*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.

Bridge Painter

See Bridge Painter rates for the following work:
 All Bridges and Tanks

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 15.90

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour

1000 hour terms at the following percentage of Journeyman's base wage

1st	2nd	3rd	4th	5th	6th
45%	50%	60%	70%	80%	90%

Supplemental Benefits per hour worked

All Terms \$ 15.90

1-201-P

Painter - Bridge & Structural Steel

04/01/2019

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour:

STEEL:

Bridge Painting:	07/01/2018	10/01/2018
	\$ 49.50	\$ 49.50
	+ 6.38*	+ 6.38*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:	07/01/2018	10/01/2018
	\$ 8.25	\$ 9.50
	+ 24.35*	+ 26.05*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms

	07/01/2018	10/01/2018
1st year	\$ 22.65	\$ 23.13
2nd year	33.98	34.73
3rd year	45.30	46.30

Supplemental Benefits - Per hour:

1st year	\$ 12.76	\$ 13.44
2nd year	19.14	20.16
3rd year	25.52	26.88

8-DC-9/806/155-BrSS

Painter - Line Striping

04/01/2019

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2018
Striping-Machine Operator*	\$ 29.93
Linerman Thermoplastic	\$ 36.06

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2018
 Journeyworker:

Striping-Machine operator	\$ 7.44
Linerman Thermoplastic	\$ 7.44

OVERTIME PAY

See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE
 Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

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

	07/01/2018
1st term	\$ 11.97
2nd term	17.96
3rd term	23.94

Supplemental Benefits per hour:

1st term	\$ 7.44
2nd term	7.44
3rd term	7.44

8-1456-LS

Painter - Metal Polisher **04/01/2019**

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2018
Metal Polisher	\$ 30.58
Metal Polisher*	31.53
Metal Polisher**	34.08

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2018

Journeyworker:

All classification \$ 7.72

OVERTIME PAY

See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

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

Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2018	01/01/2019
1st year	\$ 13.00	\$ 15.00
2nd year	13.00	15.00
3rd year	15.75	15.75
1st year*	\$ 15.39	\$ 17.39
2nd year*	15.44	17.44
3rd year*	16.29	18.29
1st year**	\$ 17.50	19.50
2nd year**	17.50	19.50
3rd year**	18.25	20.25

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 5.52	\$ 5.52
2nd year	5.52	5.52
3rd year	5.52	5.52

8-8A/28A-MP

Plumber **04/01/2019**

JOB DESCRIPTION Plumber

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie

PARTIAL COUNTIES

Hamilton: Only the Towns of Arietta, Benson, Hope, Inlet, Lake Pleasant, Morehouse and Wells.

Saratoga: Only the Towns of Charlton, Clifton Park, Galway, Halfmoon, Milton, Stillwater and Waterford and the city of Mechanicville.

WAGES

Per hour:

07/01/2018

Plumber:
 Pipefitter, Steamfitter \$ 41.59

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 26.15

OVERTIME PAY

See (B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Whenever a Holiday falls on Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

REGISTERED APPRENTICES

Wages per hour

One year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th
45 %	55 %	65 %	75 %	90 %

Supplemental Benefits per hour worked:

Apprentices \$ 26.15

1-7-SF

Roofer

04/01/2019

JOB DESCRIPTION Roofer

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES

Per hour

07/01/2018

Roofer/Waterproofer	\$ 30.05
Asphalt Cold Process	30.55
Fluid Applied Roof	30.55
Pitch & Asbestos	32.05

Shift Work:

On government mandated shift work starting after 12:00pm and before 4:00am workers shall be paid \$4.00 additional per hour

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 19.27

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on Sunday, it shall be observed the following Monday.

REGISTERED APPRENTICES

Wages per hour

Apprentice terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional \$2.00 must be paid in wages. For Asphalt Cold Process work and Fluid Applied Roof coating, an additional \$0.50 must be paid in the wages.

1st Term 58%
 1500 hrs.

2nd Term 74%
 1 yr. and 1500 hrs.

3rd Term 90%
1 yr. and 1050 hrs.

Supplemental Benefits per hour worked

1st Term \$ 17.69
2nd Term 18.12
3rd Term 18.60

1-241

Sheetmetal Worker

04/01/2019

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour

07/01/2018

Sheetmetal Worker \$32.55

All work requiring HAZWOPER Training additional \$1.00 per hour

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$31.95

OVERTIME PAY

See (B,E,E5,Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When any holiday falls on Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES

Wages per hour

6 Month Terms at the following rate:

1st term	\$18.05
2nd term	\$19.56
3rd term	\$20.32
4th term	\$21.08
5th term	\$19.96
6th term	\$20.96
7th term	\$22.61
8th term	\$24.27
9th term	\$25.93
10th term	\$27.58

Supplemental Benefits per hour worked

1st term	\$19.45
2nd term	20.03
3rd term	20.32
4th term	20.74
5th term	26.48
6th term	26.91
7th term	27.63
8th term	28.35
9th term	29.07
10th term	29.79

1-83

Sprinkler Fitter

04/01/2019

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Albany, Rensselaer, Saratoga, Schenectady, Warren

WAGES

Per hour	07/01/2018	01/01/2019
Sprinkler Fitter	\$ 35.68	35.68

SUPPLEMENTAL BENEFITS

Per hour		
Journeyman	\$ 23.14	23.69

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.93	\$ 8.97	\$ 17.09	\$ 17.13	\$ 17.68	\$ 17.72	\$ 17.77	\$ 17.81	\$ 17.86	\$ 17.90

For Apprentices HIRED ON OR AFTER 04/01/2013:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 17.24	\$ 17.24	\$ 17.49	\$ 17.49	\$ 17.49	\$ 17.49	\$ 17.49	\$ 17.49

1-669-3

Teamster - Building

04/01/2019

JOB DESCRIPTION Teamster - Building

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES

Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Lake George, Lake Luzerne and Queensbury.

WAGES

GROUP # A:
 Straight trucks, winch, transit mix on the site, road oilers, dump trucks, pick-ups, panel, water trucks, fuel trucks on the site (including nozzle).

GROUP # B:

Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

	07/01/2018	07/01/2019
--	------------	------------

Group A	\$ 27.32	27.67
Group B	27.62	27.97

SUPPLEMENTAL BENEFITS

Per hour

	07/01/2018	07/01/2019
--	------------	------------

Journeyman	\$ 22.83	24.11
------------	----------	-------

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

1-294

Teamster - Heavy&Highway

04/01/2019

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES

Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.

Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida

Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.

Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell (Lake George), and Queensbury.

WAGES

GROUP #1:

Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP #2:

Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:

Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #4:

Specialized Earth Moving Equipment, Euclid type, or similar off-highway,where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP #5:

Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour	07/01/2018
----------------	------------

Group #1	\$ 29.17
Group #2	29.22
Group #3	29.31
Group #4	29.42
Group #5	29.57

Hazardous waste projects that require a Level C or greater protection shall be paid an additional \$ 1.00 per hour.

All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional \$1.50 per hour.

For work bid on or after April 1, 1995, there shall be a 12 month carryover of the negotiated rate in effect at the time of the bid.

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

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour: \$ 24.10
+\$1.00 per*
hour worked

(*) not applicable to paid holidays

OVERTIME PAY

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

HOLIDAY

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

1-294h/h

Welder

04/01/2019

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2018

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays, if worked

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked
- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday



**New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240**

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

Contracting Agency Architect or Engineering Firm Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

- | | |
|---|--|
| <input type="checkbox"/> 01 DOT | <input type="checkbox"/> 07 City |
| <input type="checkbox"/> 02 OGS | <input type="checkbox"/> 08 Local School District |
| <input type="checkbox"/> 03 Dormitory Authority | <input type="checkbox"/> 09 Special Local District, i.e.,
Fire, Sewer, Water District |
| <input type="checkbox"/> 04 State University
Construction Fund | <input type="checkbox"/> 10 Village |
| <input type="checkbox"/> 05 Mental Hygiene
Facilities Corp. | <input type="checkbox"/> 11 Town |
| <input type="checkbox"/> 06 OTHER N.Y. STATE UNIT | <input type="checkbox"/> 12 County |
| | <input type="checkbox"/> 13 Other Non-N.Y. State
(Describe) |

3. SEND REPLY TO check if new or change)
Name and complete address:

Telephone:()

Fax: ()

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- 1. New Building
- 2. Addition to Existing Structure
- 3. Heavy and Highway Construction (New and Repair)
- 4. New Sewer or Waterline
- 5. Other New Construction (Explain)
- 6. Other Reconstruction, Maintenance, Repair or Alteration
- 7. Demolition
- 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- | | |
|--|---|
| <input type="checkbox"/> Construction (Building, Heavy
Highway/Sewer/Water) | <input type="checkbox"/> Guards, Watchmen |
| <input type="checkbox"/> Tunnel | <input type="checkbox"/> Janitors, Porters, Cleaners,
Elevator Operators |
| <input type="checkbox"/> Residential | <input type="checkbox"/> Moving furniture and
equipment |
| <input type="checkbox"/> Landscape Maintenance | <input type="checkbox"/> Trash and refuse removal |
| <input type="checkbox"/> Elevator maintenance | <input type="checkbox"/> Window cleaners |
| <input type="checkbox"/> Exterminators, Fumigators | <input type="checkbox"/> Other (Describe) |
| <input type="checkbox"/> Fire Safety Director, NYC Only | |

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES NO

10. Name and Title of Requester

Signature

RFP Appendix G

Harriman Office Campus Building #17 Power Plant I/O List

Harriman Office Campus Building #17

New York State Office of General Services

Power Plant I/O list

<u>Device #</u>	<u>Location</u>	<u>Description</u>	<u>Device Type</u>	<u>Calibration Frequency</u>
PT-101	Boiler #1	Boiler Steam	Transmittter	Annual
LT-101	Boiler #1	Boiler Water Level	Transmittter	Annual
FT-101	Boiler #1	Steam Flow	Transmittter	Annual
FT-102	Boiler #1	Gas Flow	Transmittter	Annual
FT-104	Boiler #1	Air Flow	Transmittter	Annual
ZP-101	Boiler #1	Oxygen	Transmittter	Annual
TT-101	Boiler #1	Stack Temp	Transmittter	Annual
ZD-101	Boiler #1	Outlet Draft	Transmittter	Annual
PSH-101	Boiler #1	High Steam Pressure	Switch	Annual
PSH-102	Boiler #1	H-High Steam Pressure	Switch	Annual
PSL-101	Boiler #1	Low Gas Pressure	Switch	Annual
PSH-103	Boiler #1	High Gas Pressure	Switch	Annual
PSL-102	Boiler #1	Low Oil Pressure	Switch	Annual
PSL-103	Boiler #1	Low Atomizing Media	Switch	Annual
PSL-104	Boiler #1	Low Atomizing Flow	Switch	Annual
PSL-105	Boiler #1	Minimum Air Flow	Switch	Annual
PSH-104	Boiler #1	Purge Air Flow	Switch	Annual
PSL-105	Boiler #1	Low Outlet Draft	Switch	Annual
FCV-101	Boiler #1	Boiler Feedwater Valve	I/P	Annual
N/A	Boiler #1	Combustion Tuning (Gas)	N/A	Annual

<u>Device #</u>	<u>Location</u>	<u>Description</u>	<u>Device Type</u>	<u>Calibration Frequency</u>
PT-201	Boiler #2	Boiler Steam	Transmittter	Annual
LT-201	Boiler #2	Boiler Water Level	Transmittter	Annual
FT-201	Boiler #2	Steam Flow	Transmittter	Annual
FT-202	Boiler #2	Gas Flow	Transmittter	Annual
FT-203	Boiler #2	Oil Flow	Transmittter	Annual
FT-204	Boiler #2	Air Flow	Transmittter	Annual
ZP-201	Boiler #2	Oxygen	Transmittter	Annual
TT-201	Boiler #2	Stack Temp	Transmittter	Annual
ZD-201	Boiler #2	Outlet Draft	Transmittter	Annual
PSH-201	Boiler #2	High Steam Pressure	Switch	Annual
PSH-202	Boiler #2	H-High Steam Pressure	Switch	Annual
PSL-201	Boiler #2	Low Gas Pressure	Switch	Annual
PSH-203	Boiler #2	High Gas Pressure	Switch	Annual
PSL-202	Boiler #2	Low Oil Pressure	Switch	Annual
PSL-203	Boiler #2	Low Atomizing Media	Switch	Annual
PSL-204	Boiler #2	Low Atomizing Flow	Switch	Annual
PSL-205	Boiler #2	Minimum Air Flow	Switch	Annual
PSH-204	Boiler #2	Purge Air Flow	Switch	Annual
PSH-205	Boiler #2	High Draft Pressure	Switch	Annual
PSL-205	Boiler #2	Low Draft Prtessure	Switch	Annual
FCV-201	Boiler #2	Boiler Feedwater Valve	I/P	Annual
N/A	Boiler #2	Combustion Tuning (Gas)	N/A	Annual
N/A	Boiler #2	Combustion Tuning (#2 Oil)	N/A	Annual

<u>Device #</u>	<u>Location</u>	<u>Description</u>	<u>Device Type</u>	<u>Calibration Frequency</u>
PT-301	Boiler #3	Boiler Steam	Transmittter	Annual
LT-301	Boiler #3	Boiler Water Level	Transmittter	Annual
FT-301	Boiler #3	Steam Flow	Transmittter	Annual
FT-302	Boiler #3	Gas Flow	Transmittter	Annual
FT-303	Boiler #3	Oil Flow	Transmittter	Annual
FT-304	Boiler #3	Air Flow	Transmittter	Annual
ZP-301	Boiler #3	Oxygen	Transmittter	Annual
TT-301	Boiler #3	Stack Temp	Transmittter	Annual
ZD-301	Boiler #3	Outlet Draft	Transmittter	Annual
PSH-301	Boiler #3	High Steam Pressure	Switch	Annual
PSH-302	Boiler #3	H-High Steam Pressure	Switch	Annual
PSL-301	Boiler #3	Low Gas Pressure	Switch	Annual
PSH-303	Boiler #3	High Gas Pressure	Switch	Annual
PSL-302	Boiler #3	Low Oil Pressure	Switch	Annual
PSL-303	Boiler #3	Low Atomizing Media	Switch	Annual
PSL-304	Boiler #3	Low Atomizing Flow	Switch	Annual
PSL-305	Boiler #3	Minimum Air Flow	Switch	Annual
PSH-304	Boiler #3	Purge Air Flow	Switch	Annual
PSH-305	Boiler #3	High Draft Pressure	Switch	Annual
PSL-305	Boiler #3	Low Draft Prtessure	Switch	Annual
FCV-301	Boiler #3	Boiler Feedwater Valve	I/P	Annual
N/A	Boiler #3	Combustion Tuning (Gas)	N/A	Annual
N/A	Boiler #3	Combustion Tuning (#2 Oil)	N/A	Annual

<u>Device #</u>	<u>Location</u>	<u>Description</u>	<u>Device Type</u>	<u>Calibration Frequency</u>
PT-401	Boiler #4	Boiler Steam	Transmittter	Annual
LT-401	Boiler #4	Boiler Water Level	Transmittter	Annual
FT-401	Boiler #4	Steam Flow	Transmittter	Annual
FT-402	Boiler #4	Gas Flow	Transmittter	Annual
FT-403	Boiler #4	Oil Flow	Transmittter	Annual
FT-404	Boiler #4	Air Flow	Transmittter	Annual
ZP-401	Boiler #4	Oxygen	Transmittter	Annual
TT-401	Boiler #4	Stack Temp	Transmittter	Annual
ZD-401	Boiler #4	Outlet Draft	Transmittter	Annual
PSH-401	Boiler #4	High Steam Pressure	Switch	Annual
PSH-402	Boiler #4	H-High Steam Pressure	Switch	Annual
PSL-401	Boiler #4	Low Gas Pressure	Switch	Annual
PSH-403	Boiler #4	High Gas Pressure	Switch	Annual
PSL-402	Boiler #4	Low Oil Pressure	Switch	Annual
PSL-403	Boiler #4	Low Atomizing Media	Switch	Annual
PSL-404	Boiler #4	Low Atomizing Flow	Switch	Annual
PSL-405	Boiler #4	Minimum Air Flow	Switch	Annual
PSH-404	Boiler #4	Purge Air Flow	Switch	Annual
PSH-405	Boiler #4	High Draft Pressure	Switch	Annual
PSL-405	Boiler #4	Low Draft Prtessure	Switch	Annual
FCV-401	Boiler #4	Boiler Feedwater Valve	I/P	Annual
N/A	Boiler #4	Combustion Tuning (Gas)	N/A	Annual
N/A	Boiler #4	Combustion Tuning (#2 Oil)	N/A	Annual

<u>Device #</u>	<u>Location</u>	<u>Description</u>	<u>Device Type</u>	<u>Calibration Frequency</u>
PT-501	Boiler #5	Boiler Steam	Transmittter	Annual
LT-501	Boiler #5	Boiler Water Level	Transmittter	Annual
FT-501	Boiler #5	Steam Flow	Transmittter	Annual
FT-502	Boiler #5	Gas Flow	Transmittter	Annual
FT-503	Boiler #5	Oil Flow	Transmittter	Annual
FT-504	Boiler #5	Air Flow	Transmittter	Annual
ZP-501	Boiler #5	Oxygen	Transmittter	Annual
TT-501	Boiler #5	Stack Temp	Transmittter	Annual
ZD-501	Boiler #5	Outlet Draft	Transmittter	Annual
PSH-501	Boiler #5	High Steam Pressure	Switch	Annual
PSH-502	Boiler #5	H-High Steam Pressure	Switch	Annual
PSL-501	Boiler #5	Low Gas Pressure	Switch	Annual
PSH-503	Boiler #5	High Gas Pressure	Switch	Annual
PSL-502	Boiler #5	Low Oil Pressure	Switch	Annual
PSL-503	Boiler #5	Low Atomizing Media	Switch	Annual
PSL-504	Boiler #5	Low Atomizing Flow	Switch	Annual
PSL-505	Boiler #5	Minimum Air Flow	Switch	Annual
PSH-504	Boiler #5	Purge Air Flow	Switch	Annual
PSH-505	Boiler #5	High Draft Pressure	Switch	Annual
PSL-505	Boiler #5	Low Draft Prtessure	Switch	Annual
FCV-501	Boiler #5	Boiler Feedwater Valve	I/P	Annual
N/A	Boiler #5	Combustion Tuning (Gas)	N/A	Annual
N/A	Boiler #5	Combustion Tuning (#2 Oil)	N/A	Annual

<u>Device #</u>	<u>Location</u>	<u>Description</u>	<u>Device Type</u>	<u>Calibration Frequency</u>
PT-601	DA Tank	Steam Pressure	Transmitter	Annual
PT-602	FW HDR	Feedwater Pressure	Transmitter	Annual
PT-603	TRS HDR	Transfer HDR Pressure	Transmitter	Annual
PT-604	STM HDR	Steam Header Pressure	Transmitter	Annual
LT-601	DA Tank	DA Tank Level	Transmitter	Annual
LT-602	Surge Tank	Surge Tank Level	Transmitter	Annual
TT-601	DA Tank	DA Tank Temp	Transmitter	Annual
TT-602	Surge Tank	Surge Tank Temp	Transmitter	Annual
FT-601	Surge Tank	Make-up Water Flow	Transmitter	Annual
FCV-601	Surge Tank	Make-up Water Control Valve	I/P	Annual
FCV-602	DA Tank	Level Control Valve #1	I/P	Annual
FCV-603	DA Tank	Level Control Valve #2	I/P	Annual

RFP Attachment 1
Cost Proposal Form

ATTACHMENT 1 COST PROPOSAL FORM

Note: OGS estimates that term will be approximately 40 months (based on OSC approval) or four contract years. Item pricing for the term is multiplied by the appropriate number of units based on this estimated term. For example, if a requirement was annual (e.g. software subscription, Chilled Condensing Water Pump Maintenance) the unit price was multiplied by 4. If a requirement was monthly the unit price was multiplied by 40.

The Undersigned proposes to perform the work required for this project in accordance with the contract requirements for the following amount:

I.) System Evaluation

I.) \$ _____ X 1 System Evaluation during estimated term = \$ _____

II.) Base Chiller Services

IIa.) Chiller Unit # 4, Model # 19XR-A67B67640JQGS, Serial # 1819Q27370

RFP Section	Service Required	Unit Price Bid (per service)	X Number of Services for the estimated term	Sub-Total Base Chiller Services
2.9.1	Performance Check	\$	4	\$
2.9.2	Chiller Maintenance	\$	4	\$
2.9.4	Motor Test	\$	4	\$
2.9.5	Vibration Analysis	\$	4	\$
2.9.6	Eddy Current Test Analysis	\$	1	\$
2.9.3	Compressor Oil Change	\$	1	\$
Ia.) Chiller # 4 Estimated Term Total				\$

Ib.) Chiller Unit # 5, Model # 19XR-C67D67738VWGS, Serial # 1919Q27378

RFP Section	Service Required	Unit Price Bid (per service)	X	Number of Services for the estimated term	Sub-Total Base Chiller Services
2.9.1	Performance Check	\$		4	\$
2.9.2	Chiller Maintenance	\$		4	\$
2.9.4	Motor Test	\$		4	\$
2.9.5	Vibration Analysis	\$		4	\$
2.9.6	Eddy Current Test Analysis	\$		1	\$
2.9.3	Compressor Oil Change	\$		1	\$
Ib.) Chiller # 5 Estimated Term Total					\$

Ic.) Chiller Unit # 6, Model # 19XR-C67D67738VWGS, Serial # 1919Q27381

RFP Section	Service Required	Unit Price Bid (per service)	X	Number of Services for the 3 year term	Sub-Total Base Chiller Services
2.9.1	Performance Check	\$		4	\$
2.9.2	Chiller Maintenance	\$		4	\$
2.9.4	Motor Test	\$		4	\$
2.9.5	Vibration Analysis	\$		4	\$
2.9.6	Eddy Current Test Analysis	\$		1	\$
2.9.3	Compressor Oil Change	\$		1	\$
Ic.) Chiller # 6 Estimated Term Total					\$

IId.) Chiller Unit # 1, Model # 19XR-A67B67640JQGS, Serial # 1919Q27380

RFP Section	Service Required	Unit Price Bid (per service)	X Number of Services for the 3 year term	Sub-Total Base Chiller Services
2.9.1	Performance Check	\$	4	\$
2.9.2	Chiller Maintenance	\$	4	\$
2.9.4	Motor Test	\$	4	\$
2.9.5	Vibration Analysis	\$	4	\$
2.9.6	Eddy Current Test	\$	1	\$
2.9.3	Compressor Oil Change	\$	1	\$
Id.) Chiller # 1 Estimated Term Total				\$

II.) Ia.\$ _____ + Ib. \$ _____ + Ic. \$ _____ + Id. _____ = _____

Estimated Term Base Chiller Services Bid Total = \$ _____

III.) Automated Logic Chiller Plant DDC Maintenance

III.) \$ _____ per year X 4 years (# of annual subscription needed for estimated term) = \$ _____

IV.) Automated Logic Technician Services

IV.) \$ _____ per hour X 40 hours (estimated usage per month) X 40 months (Estimated Term) = \$ _____

V.) Mechanical Maintenance Labor Services

V.) \$ _____ per hour X 50 hours (estimated usage per month) X 40 months (Estimated Term) = \$ _____

VI.) Preferred Instruments Boiler Plant DDC Maintenance

VI.) \$ _____ per year X 3.75 years (Estimated Term) = \$ _____

VII.) Chilled/Condensing Water Pump Maintenance

VII.) \$ _____ per year X 4 annual maintenance (Estimated Term) = \$ _____

VIII.) Additional Services

RFP Section	Service	Unit Price Bid (per service)	X	Estimated Number for Estimated Term	Sub-Total additional Services
2.14	Labor Rate	\$		750 hours	\$
2.14	Subcontractor Markup	5%		\$375,000.00	\$393,750.00
2.14	Material Markup Note: Material Markup may not exceed 20%	%		\$250,000.00	\$ _____ (e.g.: \$250,000.00 x 5% = \$12,500.00 + \$250,000.00 = \$262,500.00)
VIII) Total for Additional Services					\$

IX.) Estimated Term Grand Total

I.) \$ _____ + II.) \$ _____ + III.) \$ _____ + IV.) \$ _____ +

V.) \$ _____ + VI.) \$ _____ + VII.) \$ _____ + VIII.) \$ _____ =

IX.) \$ _____ **Estimated Term Grand Total**

Early payment discounts offered _____ % / _____ days after receipt of proper invoice

_____ % / _____ days after receipt of proper invoice

IMPORTANT NOTE: Bids submitted must include a value for each Item amount listed on the Cost Proposal Form. Failure to do so will result in the rejection of the Bid.

SIGN BID HERE _____
Authorized Signature

PRINT NAME _____

TITLE _____

OFFICIAL
COMPANY NAME _____

MAILING ADDRESS _____
Street

City

State

Zip Code

TELEPHONE # _____ Fax # _____
Area Code Area Code

RFP Attachment 2

Bid Submission Checklist

In order for the State to evaluate bids fairly and completely, proposers are strongly encouraged to provide all of the information requested. Proposers should indicate in the column "Proposal Location" the page number of their proposal that addresses each stated checklist item.

Covered by RFQ 2280 Section	Checklist Item	Quote Location (pg #)
--------------------------------	----------------	--------------------------

Technical Proposal-

Cover Letter

Section 3.2.1.1	Did you state in your Cover Letter that you understand and will comply with all the provisions of this RFP?	
Sections 1.5 and 3.2.1.1	Have you addressed how your company will be prepared to start services in accordance with the date as indicated on Section 1.5 – Key Events of the RFP?	
Section 3.2.1.1	Did you include the full contact information of your designated contact? Did you include the name of the principal(s) of the company responsible for this contract if awarded including their function, title?	
Section 3.2.1.1	Did a Proposer Representative authorized to make contractual obligations sign the Cover Letter?	

Minimum Qualifications

Section 3.2.1.2 #1	Did you provide client / project references that can confirm the Proposer has been actively and normally engaged in chiller maintenance, testing, and repair on electric motor driven centrifugal for a minimum of (5) five years.	
Section 3.2.1.2 #2	Did you include proposed technicians' resumes?	

Experience and Qualifications

Section 3.2.1.3 #1	Did you describe the number of years the firm has been maintaining, testing, and repairing electric motor driven chillers?	
Section 3.2.1.3 #2	Did you describe experience specifically working with Carrier Centrifugal Chillers?	
Section 3.2.1.3 #3	Did you describe projects that the firm has successfully completed with emphasis on projects similar in scope to this project?	
Section 3.2.1.3 #4	Did you identify the proposed personnel planned for working on this equipment? Include resume, credentials, experience, certifications, etc.	
Section 3.2.1.3 #5	Did you identify key management staff of the Proposer and the role they will play in this project (if applicable). Include resumes, credentials, experience, etc.?	

Plan of Operation/Staffing Plan

Section 3.2.1.4 #1	Did you detail your Operation Plan?	
Section 3.2.1.4 #2	Did you detail your staffing plan and include address from which technicians would be dispatched from?	

Cost Proposal-

Cost Proposal Form

Attachment 1	You have not altered the Cost Proposal form in any way? Is it signed by your Authorized Representative? Did you verify math?	
--------------	--	--

Administrative Proposal

Appendix B	Contractor Information Page Corporate Acknowledgement (must be notarized) Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law Offerer Disclosure of Prior Non-Responsibility Determinations Offerer's Certification of Compliance with State Finance Law §139-k(5) NYS Required Certifications Submit ST-220-TD directly to Taxation and Finance ST-220-CA EEO100 Staffing Plan MWBE Utilization Plan	
------------	---	--

Addenda

Online	Are all bid addendums signed and included with the bid?	
--------	---	--

One Last Check

	Did you submit the page number in the column "Proposal Location" for each of the criteria above?	
	Did you submit three original copies each of the Technical Proposal, Cost Proposal, and Administrative Proposal? (Originals contain a unique signature on each of the signed pages)	

	Did you submit five Exact Copies of the Technical Proposal? (Exact Copies can be photocopied and do not require a unique signature)	
	Did you submit one digital copy (thumb drive) of the complete RFP Response? If there are any differences between the paper submission and the electronic submission, the paper submission shall take precedence.	

I certify, with my signature below, that all required information listed above is completed and included in this bid submission.

Authorized Signature: _____

Date: _____

Print Name and Title: _____

Company represented: _____