DIVISION OF FINANCIAL ADMINISTRATION

ADDENDUM #2

REQUEST FOR PROPOSAL # 2277

Date: October 16, 2020
Subject: Extension of Due Date, Answers to Vendor Questions, Site Visit Attendees and Revisions
Title: Two-Dimensional Art Conservation
Bid Due Date: November 24, 2020 @ 2:00 PM
November 10, 2020 @ 2 PM
Address Bids to: Lee Amado
Division of Financial Administration
NYS Office of General Services
32nd Floor, Corning Tower
Empire State Plaza
Albany, New York 12242
RFP # 2277

To Prospective Proposers: This addendum is being issued to extend the due date, provide answers to questions, site visit attendees and revisions.

Site Visit Attendees:
Vendors who attended the Mandatory Site Visit on September 17th at 10:00 AM

- Foreground Conservation and Decorative Arts
- Modern Art Conservation
- Burica Fine Art Conservation
- Williamstown Art Conservation Center
- J. T. Robinette, LLC
- Scarpini Studio
- Philips Art Conservation
- Studio TKM Associates
- Hartmann Fine Art Conservation Services, Inc.
Questions and Answers:
Answers to Questions submitted by Vendors who attended the Mandatory Site Visit on September 17 at 10:00am

Exhibit 1 - Lot 1
Q1. Exhibit 1 – Lot 1- Governor Nelson A Rockefeller Empire State Plaza Art Collection/Harlem Collection. The location designation indicates OGS Storage as well as conservation.
   a. Can you please clarify and describe how these are stored (ie. in flat file drawers) and if they are all in one location for the required examinations?
   b. Specifically I am wondering how burdensome the access for each piece is, are they within folders or are most framed?
   c. Do you require unframing for examination purposes?
   d. Are they in a dust free environment that will limit the amount of routine maintenance required for each?

A1. a. There are secure storage locations within the ESP complex, where works are hung and/or shelved and can be accessed.
   b. Most works are framed. If they are not framed, they are either hung on racks or on shelving.
   c. We do not require unframing for exams.
   d. Work is not in a dust-free environment. However, storage spaces are kept as dust-free as possible.

Q2. I assume that the location of ‘conservation’ indicates that the works are with a conservation studio and not in the Rockefeller Plaza. Will these works be included in this RFP? and will they have a separate location or be housed within the OGS Storage to enable a streamlined examination?

A2. Locations identified as “Conservation” indicates the work is currently undergoing treatment at a conservation studio. They will return to an Empire State Plaza (Albany) storage location after treatment is complete (tentatively expected in late winter 2020). These works are included in the RFP.

Q3. Finally, can you please confirm that most of the works have existing examination/condition reports already created from past examinations and will be made available.

A3. Confirmed. The vast majority of works have recent examinations that will be made available to the awarded contractor.
Q4. "The following artworks listed as part of the Harlem Collection appear to be 3-D/sculpture. Are these confirmed to be part of the two-dimensional art RFP?

- Catti James, Joy, 1976, enameled plastic and mirror
- David Hammons, Dreadlock Series, 1976, hair and found objects
- Algernon Miller, Untitled, n.d., welded stainless steel
- Grace Williams, African War Shield, n.d., stained glass mosaic mounted on wood"

A4. Yes. Subcontractors can be proposed/used for multi-dimensional objects if necessary.

Q5. Regarding listed objects that are or will be off-site (on loan or in conservation): Can the baseline conservation report be produced the following year for objects that are off-site at the time of the preliminary assessment phase of the contract?

A5. It is expected that all works in conservation will be returned prior to the start of this contract.

Exhibit 2 - Lot 2

Q6. Is the large portrait of George Washington in the Capitol Lobby part of Inspections and Routine Maintenance? It is not listed in the contract (RFP 2277 Exhibit 2/ lot 2 - Hall of New York/ Hall of Governors Collection / New York State Capitol Lobby.)

A6. Yes; see revised Exhibit 2.

Q7. Exhibit 2 – Lot 2 – Hall of New York/Hall of Governors Collections, pg. 4 – Hall of Governor (statement below title) notes that these pieces are in good condition and will need yearly inspection(s) and dusting. Should this read bi-yearly inspections and dustings?

A7. Yes, see revised Exhibit 2.

Section 2.1

Q8. Will the Rothko be accessible -- can we remove the plexi overframe to examine it?

A8. The preference is not to remove the Plexi overframe unless specific circumstances or condition issues require it.

Q9. Are any works on the initial list no longer included?

A9. From Hall of New York Collection, The Thomas Moran (Heckscher Museum) and Claire Shuttleworth (Buffalo and Erie County Historical Society) paintings are no longer included. See revised Exhibit 2.

Q10. We did not see the Alfred Jensen -- where is that work?

A10. This work is currently receiving conservation treatment which is expected to be completed and returned to the Empire State Plaza prior to the start of this contract.
Q11. "We did not see many of the Harlem Collection artworks -- where are they located? 
a. If they are in storage, will examination require unwrapping/re-wrapping?"

A11. Most Harlem works are in conservation and are expected to be returned prior to the start of this contract. The remainder are in storage and some will require unwrapping/rewrapping.

Section 2.2
Q12. Will parking be arranged through OGS Curatorial in the Visitor’s Lot for on-site work?

A12. The Contractor is responsible for all travel costs, including parking, per section 5.3. Please refer to https://empirestateplaza.ny.gov/parking for visitor parking and rates.

Q13. "Will conservators have access to the scissor lifts in the Capitol building for the Hall of Governors if requested through OGS Curatorial? And if not, have OGS facilities personnel responsible for the Capitol building been consulted on outside contractors bringing in scissor lifts and other large equipment to the Hall of Governors and Lobby?"

A13. Due to delivery restrictions within the NYS Capitol, a lift will be provided for use within the Hall of New York and the Hall of Governors. Ladders may be used at all locations.

Q14. Will a storage space be provided on-site for large essential conservation equipment and supplies? e.g. 8’ ladder, coroplast, etc.

A14. There is no dedicated conservation storage on-site. Conservation materials and equipment may be temporarily kept on-site when/if there is secure space available at the time of the request. All materials must be non-toxic and approved by Curatorial & Visitor Services (C&VS).

Section 2.3
Q15. Under Section 2.3 Packing, Handling, and Shipping- If our company routinely packs and transports artwork using the same or better standards than professional art shippers/handlers, and maintains sufficient levels of all required insurance levels, is it acceptable that we do this work ourselves?

A15. All transportation and packing should be included in the treatment proposal and is reviewed and approved on a case by case basis.

Section 2.5
Q16. “Staffing requirements Lists only a Lead Conservator (2.5.1) and Technicians (2.5.2): If the Contractor “may only bill Additional Services rates at the title that staff is qualified under,” where is the section under 2.5 for Additional Conservators on staff? Their accreditation and experience are at least as significant as those of the technicians.”
A16. If the personnel used for additional services meet the qualification requirements of a Lead Conservator, the Contractor may bill that personnel at Conservator rates. If the personnel used does not meet the qualifications for Lead Conservator, the Contractor may only bill at rates for a Technician.

Section 2.6
Q17. Was OGS satisfied with the previous contract holders’ approach for the Major Assessment Baseline Condition maintenance and reporting?

A17. This question is irrelevant to this procurement.

Q18. Can you provide a number, no less than 5, of reports from the initial inspections and maintenance from the previous contractor for the bidders to review?

A18. No; however, the awarded contractor will have access to all previous reports.

Q19. "Will there be a secure place to store ladders, small scaffold, materials lockbox? 
    a. including solvents?"

A19. Refer to A14.

Q20. Is any equipment (lift, ladders, scaffold, portable lights, work tables) provided?

A20. Refer to A13. In addition, small worktables may be provided if available at the time of the request.

Q21. Will there be an area that could be used for emergency treatments (to put a work flat, for example)?

A21. Space for emergency treatments may be dedicated if available at the time of request and dependent on the size of the area needed.

Q22. Will initial exams of all works be required to include an examination of the reverse of the oversized works (or any work) or will they remain installed?

A22. Initial exams should include an examination of the reverse whenever possible. Permanently installed works cannot be removed.

Q23. Will initial exams require photos and works on paper to be unframed/unglazed?

A23. No. Initial exams will not require silver gelatins/color photography and works on paper to be unframed and unglazed.

Q24. a. "What treatment is considered routine maintenance? 
    b. Will routine maintenance require the cleaning of the reverse? 
    c. Will routine maintenance require unframing/unglazing such as for the Rothko or works on paper/photos?"
A24. a. Currently, C&VS defines routine maintenance as the routinely performed basic care specific to individual materials, including light cleaning/dusting of surface, verso, backboards, frame, or other exposed areas as applicable.

b. Yes, when possible

c. No. Please see Question 23.

Q26. For the Major Assessment for Baseline Condition Report, does the contract require provision of high resolution, professionally-shot overall images of each art work or just specific detail images of condition?

A26. All reports should include high-resolution photography details of the affected areas as related to specific conditions.

Q27. "In order to determine hanging hardware and backing boards for art works in Lots 1 and 2, deinstallation and examination of the reverse of each piece is necessary. Will this be required for the Major Assessment for Baseline Condition Report? If so,

• Will OGS/Curatorial Services create a list of two-dimensional art that is exempt from this and include it in the contract? e.g. permanent installations like the Gene Davis Sky Wagon, 1969 and Sven Lukin Untitled, 1969

• Will other pieces with recent examination and installation history (Motherwell Dublin 1916, with black and tan, 1964 and Rothko, Untitled, 1967 be exempt from this requirement?"

A27. Major Assessment for Baseline Condition Reports should include an examination of the reverse whenever possible. Permanently installed, site-specific works cannot be removed. If a work cannot be removed for the Baseline Assessment, versos can be inspected when feasible (e.g. when being transported for outgoing loan or surface treatment). OGS will not create a list of works exempt from inspections of any kind.

Q28. "In the second to last paragraph under Routine Maintenance, the terms washing and waxing are mistakenly included as surface cleaning allowed during routine maintenance.

Can the contract language be altered to better reflect routine maintenance to “include, but not be limited to dusting, or other professional recommendations that constitute “light surface cleaning”?”

A28. Yes. Please see revision 2 below.

Q29. How will OGS disable the alarm system during examination and routine maintenance of the collection located in ESP concourse, tower lobby, and Agency 1,3, & 4 to prevent hearing damage and disruption to the public and employees?

A29. OGS will disable the alarm system during examination and routine maintenance.
Q30. "How will scheduling of Inspections and Routine Maintenance work in terms of accessing the Governor's Mansion? Because it is an active residence for the Governor there are concerns this may affect the timeline for completion of Inspections and Routine Maintenance.

- Regarding the original baseline assessment, Can the sole contract painting (H. Brueckner, 1856, The Marriage of Pocahontas and John Rolfe) at the Governor's mansion be transported to the conservation facility for examination and photography to avoid four staff members and equipment for 2-4 hours on-site in a government residence?"

A30. OGS will coordinate and schedule Inspections and Routine Maintenance work at the Governor's Mansion. We have no concerns that an active residency will hinder the completion of these tasks.

The sole contract painting (H. Brueckner, 1856, The Marriage of Pocahontas and John Rolfe) at the Governor's mansion cannot be transported to the conservation facility for examination and photography.

Q31. In terms of state-owned art falling under “Additional Services”, will detailed information about these artworks be provided before any Inspections or Routine Maintenance? (e.g. changes to Hall of N.Y., additional paintings in Governor's Mansion)

A31. Under “Additional Services,” detailed information about a work of art will be made available prior to inspections when possible.

Q32. In Section 2.6 Inspections and Routine Maintenance, page 9, the RFP indicates One Major Assessment for Baseline Condition Report for each object which is somewhat confusing if the reports already exist. Please clarify as you can so that we can allot appropriate time if prior reports will not to be used for the initial Major Assessment. Section 2.6 Inspections and Routine Maintenance, page 9 item d) indicates reports are to be submitted typed. Is there no requirement for digital files?

A32. Individual bidders should not solely rely on the past reporting of the previous contract. Past reports may be referenced, but a new Major Assessment/Baseline Report must be created to act as the mechanism for which all remaining contract reports will be checked against. Reports cannot be submitted in handwritten form. Digital file transfer will be as agreed upon after the bid is awarded.

Q33. "Contract specifies the “Lead Conservator will complete the baseline condition reports,” Will the contract be altered to specify instead “a Senior Staff Conservator from the appropriate discipline supervised and signed off by the Lead Conservator?” In this way, an item from a different discipline (Paper or photography vs Paintings) will be examined by the appropriate specialist (or specialists, as several of the items in the RFP are mixed media and engage conservators from different specialties.)"
A33. Please see Revision 2

Section 2.6 / 2.7
Q34. If additional services are required and approved for an artwork, and the work is awarded to a conservator other than the contractor, are there any contractual obligations for the contractor in connection to this work. For example, any overseeing, documentation, moving or any other responsibilities.

A34. No.

Section 2.8.1
Q36. Will previous condition or treatment reports be made available to the awarded conservator?

A36. Yes.

Section 2.10
Q37. What hours would the conservators be allowed to work on-site on the works (in the concourse, agency buildings, and storage)?

A37. Monday – Friday, 9am – 5pm. Some allowances may be made on a case by case basis.

Section 3.2.1
Q38. Under Section 3.2.1 Technical Proposal – 3.2.1.2 Minimum Proposer Qualification – 1.4 Minimum Proposer Qualifications – 1. It states that, “The bidder must provide an American Alliance of Museums General Facility Report.” If a bidder isn’t a part of any museum, and is a private for-profit firm, if this still the form you want us to fill out, or is there another form more applicable to a private company that you would like us to fill out instead?

A38. C&VS adheres to the AAM facility report standard. As such, C&VS expects that the bidder answer all applicable questions on this facility report, regardless if you are affiliated with a museum.

Section 3.4
Q39. Under Section 3.4 Packaging of RFP Response it asks for the Technical Proposal, Cost Proposal, and the Administrative Proposal to be separate from one another in the submission Package. The Technical Proposal is to be submitted in a 3-Ring binder, and the Cost Proposal in a sealed envelope, but it does not state where you want the Administrative Proposal Section to be included. Could you please clarify?

A39. The Administrative Proposal can be included in the technical proposal submission package and does not need to be sealed in a separate envelope like the Cost Proposal.

Section 6.16
Q40. Page 38, paragraph 6.16 “Encouraging Use of NYS Businesses” I understand that this paragraph encourages bidders to use NYS vendors in the hiring of any
subcontractors such as art movers, etc. Please confirm if bidders located in NYS are also given preferred consideration in the awarding of this contract.

A40. Please refer to Section 4.2 - Proposal Scoring. Bidders that are New York certified Minority or Women Owned business, a New York State small business, or a New York State certified Service-Disabled Veteran-Owned Business will receive an additional credit 3.5% of the overall score to their proposal.

General Questions

Q41. What are the available working hours?

A41. See A37

Q42. Is Wifi available in the areas where art is kept?

A42. No.

Q43. Is scaffolding allowed?

A43. If scaffolding is necessary, it can be proposed and agreed upon for a case by case basis.

Q44. For works not currently on display, are they packed? Will they have to be unpacked and re-packed? Is there space in storage to do the condition assessment?

A44. In some cases, works that are currently not on display are soft-packed. These most often do not include monumental-sized paintings, which are always on view. For works that are packed, they should be unpacked and repacked for baseline exam purposes. Subsequent annual exams will not be required if an item’s packaging has not been opened or tampered with.

Q45. Should the conservation of the frames be included in the cost proposal?

A45. Frames should be included in examinations and conservations (if needed) and listed separately within their correlating report.

Q46. Are goals in regards to the lead contractor for this contract?

A46. There are no goals for Minority-Owned, Women-Owned, Service-Disabled Veteran Owned Businesses on this contract.

Q47. Can you provide an example of a past Baseline Conservation Condition Report, and an example of a follow up inspection report (six months later for this same painting) so that we can insure that we provide the same level or better for reports during this contract?

A47. Yes. Report examples will be provided for review upon award of the contract.

Q48. Are we including photographs in each of the follow up inspection reports? If yes, do you want us to duplicate the entire set of images taken for the Base-line report, or just an overall image and details of any changes?
A48. Photography applicable to noted or remarkable changes must be included.

Q49. What information do you want included in all of the follow up inspection reports? Can they be very simple and cursory if no new changes are noted?

A49. Follow up inspection reports should detail changes to all individual existing issues noted in the Major Assessment, noting change, amount of change, documentation of change, or no change, as applicable.

Q50. During the more extensive Baseline examination of each painting, may we take the painting down to photograph and inspect the back of the painting? During our onsite visit we asked if this work could be done during normal daytime working hours. Is this correct?

A50. Paintings may be de-installed to photograph and inspect the back. This can be done during normal daytime working hours.

Q51. Can we use ladders to remove or rehang paintings during our Baseline examinations and follow up inspections?

A51. Yes.

REVISIONS

R1. Exhibit 2, Lot 2 has been deleted and replaced by the attachment to this addendum.

R2. Section 2.6 has been deleted and replaced by the following.

2.6 Inspections and Routine Maintenance

All items per lot bid are to be inspected, surface cleaned, and treated as described below. All services and scheduling are at the discretion of OGS.

During the contract, the successful contractor(s) will be responsible for:

1. **One Major Assessment for Baseline Condition Report** will be completed by a Senior Staff Conservator from the appropriate discipline, supervised and signed off by the Lead Conservator and submitted to Curatorial Services following the first inspection conducted under the contract. This assessment:

   a. Should be submitted no later than 30 days post-inspection.
   b. Must contain an individual report for each item contained within the respectful lot’s exhibit. This will be the master report from which all subsequent changes in condition will be noted against.
   c. Must require a working understanding of the artists’ intent and process.
   d. Must include a typed (1) highly detailed condition report with both (2) written, and (3) high resolution visual documentation for any and all conditions specific to the (4) surface, (5) structure, (6) frame and (7) display and/or hanging hardware.
   e. Will include (8) an assigned evaluation of overall condition to “excellent”, “good”, “fair”, or “poor”, and (9) an assigned evaluation of status and priority.
from “stable”, “unstable”, or “emergency.” The assignments of (8) and (9) should be made per object component.

f. Must list any recommended Additional Services.
g. Must include all recommendations regarding ongoing maintenance.
h. Must include the Lead Conservator’s signature and date on each report.
i. Will allow for changes as necessary and dictated by Curatorial Services.
j. Should include a schedule of when subsequent inspections will be completed (See below).

2. **Nine Inspection Reports** will be completed as follow-up reports to the *Major Assessment for Baseline Condition Report* by either the Lead Conservator or a Conservation Technician assigned by the Lead Conservator. If the follow-up *Inspection Report* is performed by a Conservation Technician, the report must, in addition to the Technician’s signature and date, show signed and dated approvals by the Lead Conservator. Inspection Reports shall begin six months after the *Major Assessment for Baseline Condition Report* visit and will take place approximately every six months for the remainder of the five-year contract period. Inspections may be completed within a month before or after this six-month benchmark, but inspections that are not completed seven months after the last inspection report will be interpreted as the Contractor has forfeited this report and all compensation for it. In this case, the Contractor will be required to complete the next inspection report before the year anniversary of the last report. Upon completion of each inspection, a written report of condition changes with attached images shall be submitted to OGS Curatorial & Visitor Services within 30 days of the inspection. These reports shall state the current condition and specific changes in condition of each artwork as compared to the *Major Assessment for Baseline Condition Report*. It will also include any recommended additional services for examined changes in condition (See Section 2.8.1 - Reporting Requirements and Section 2.7 - Additional Services). All additional services work must be approved by the Director or Assistant Director/Chief Curator of OGS Curatorial & Visitor Services.

For the *Major Assessment for Baseline Condition Report* and each of the Nine Inspection Reports, **Routine Maintenance** should occur immediately after conditions are recorded. This should include, but not be limited to, any dusting, washing, waxing, or other professional recommendations that constitute “surface cleaning.” The cost for this routine maintenance should be included in the price for the *Major Assessment for Baseline Condition Report* and each of the nine inspection reports. Although repair is not included in routine maintenance, testing may be performed on-site at that time, pending approval.

State-owned art that is not expressly included in *Exhibit 1* may be conditioned and serviced as requested and compensated as Additional Services (See Section 2.7). Lot 2 includes both state-owned items as well as borrowed items that are in the care and custody of OGS in Albany. As this lot contains borrowed items, the list is subject to change at an approximate rate of once every two years. There is a maximum of 60 paintings of the Hall of New York. All contracted services are subject to security, scheduling, and reporting requirements as further described herein. All work and related documentation is subject to inspection by OGS upon request. OGS retains the right to remove any items listed in *Exhibit 1 or 2* of this solicitation.
R3. Section 1.3 has been deleted and replaced by the following.

1.3 Key Events

The Table below outlines the tentative schedule for important action dates. If the State finds it necessary to change any of these dates, notification will be accomplished through an addendum to this solicitation.

<table>
<thead>
<tr>
<th>Action</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>OGS Issues Solicitation (RFP 2277) for Painting Conversation</td>
<td>August 20, 2020</td>
</tr>
<tr>
<td>Mandatory Site Visit at the Empire State Plaza in Albany, NY</td>
<td>September 17, 2020 at 10:00am</td>
</tr>
<tr>
<td>Deadline for Submission of Bidder Questions</td>
<td>September 24, 2020</td>
</tr>
<tr>
<td>OGS Issues Responses to Written Questions (estimated)</td>
<td>October 1, 2020</td>
</tr>
<tr>
<td>Bid Due Date/ Bid Opening Date</td>
<td>November 24, 2020 @ 2:00 pm</td>
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<td></td>
<td>November 10, 2020 @ 2:00 pm</td>
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<tr>
<td>Contract Start Date</td>
<td>30 days post OSC approval</td>
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</tbody>
</table>

All other terms and conditions remain unchanged.

If submitting a proposal, this Addendum #2 for RFP# 2277 must contain an original signature, be dated, attached to, and made a part of your proposal.

Company Name

Address (include City, State, Zip)

Bidders Name (please print)

Title

Signature

Date
These framed landscape paintings are located on the 2nd floor of the Capitol. This lot of works are all on loan from various institutions, and range from mid-19th century to contemporary American art. The works on view currently rotate with some frequency (+/- 2 years), are currently in good condition, will need annual inspection and dusting, and may require condition reports for distribution to lending institutions, or minor conservation with the approval of the lender. The list below is a representative of what may be displayed at any given time. Currently, there are 59 paintings.

<table>
<thead>
<tr>
<th>Originating Lender</th>
<th>Creator</th>
<th>Dimensions</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPRHP</td>
<td>Attributed to John Wesley Jarvis</td>
<td>14 1/8 x 18 1/4 inches</td>
<td>On Loan from OPRHP Courtesy, Phillipse Manor Hall State Historic Site, Yonkers, NY, Gift of Alexander Smith Cochran</td>
</tr>
<tr>
<td>OPRHP</td>
<td>Attributed to Henry Inman</td>
<td>10 1/8 x 12</td>
<td>On Loan from OPRHP Courtesy, Staatsburg State Historic Site, Staatsburg, NY, Gift of Mrs. Henry Carnegie Phiipps</td>
</tr>
<tr>
<td>OPRHP</td>
<td>Copy after Gilbert Stuart</td>
<td>12 1/8 x 28 1/4 inches</td>
<td>On Loan from OPRHP Courtesy, John Jay Homestead State Historic Site, Katnoah, NY, Gift of Friends of John Jay Homestead, Inc.</td>
</tr>
<tr>
<td>The Heckscher Museum of Art</td>
<td>William Langston Lathrop</td>
<td>14 1/8 x 18 1/4 inches</td>
<td>William Langston Lathrop, American Oyster Bay (Cooper's Bluff), 1933 oil on canvas 14 1/8 in x 18 1/4 in &quot;Early Dutch settlers referred to the area as “Oyster Bay” due to the vast number of high quality oysters native to the region. Oysters were a staple of the colonial New York diet.&quot;</td>
</tr>
<tr>
<td>The Heckscher Museum of Art</td>
<td>James Long Scudder</td>
<td>10 1/8 x 12</td>
<td>James Long Scudder, American Afternoon at Rocky Point (Target Rock), 1875 Oil on canvas mounted on composition board 10 1/8 x 12 in &quot;In the 18th century Rocky Point was used as a transshipment point for cord wood from Long Island to New York City.&quot;</td>
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<tr>
<td>The Heckscher Museum of Art</td>
<td>Thomas Moran</td>
<td>12 1/8 x 28 1/4 inches</td>
<td>Oil on canvas Painting of 138th Street &amp; Broadway, 2007 Oil on canvas 22&quot; x 30&quot; ‘Harlem is one of New York City’s most vibrant neighborhoods. During the 1920s, it was the birthplace of a cultural renaissance that has continued to influence artists, musicians, writers and architects to this day.’</td>
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<tr>
<td>Daniel Hauben, Bronx, New York</td>
<td>Daniel Hauben</td>
<td>22”x32”</td>
<td>Painting of 138th Street &amp; Broadway, 2007 Oil on canvas 22&quot; x 30&quot; ‘Harlem is one of New York City’s most vibrant neighborhoods. During the 1920s, it was the birthplace of a cultural renaissance that has continued to influence artists, musicians, writers and architects to this day.’</td>
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<tr>
<td>Joseph Antonio Hekking</td>
<td>17x21</td>
<td>Oil on canvas 17 x 21 inches (painting) 23 1/2 x 27 inches (frame)</td>
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<tr>
<td>J.M. Evans</td>
<td>28x42</td>
<td>Oil on canvas 28 x 42 1/2 inches (painting) 34 x 48 1/4 inches (frame)</td>
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<tr>
<td>Charles Lennox Wright, Jr.</td>
<td>30x30</td>
<td>Charles Lennox Wright, Jr. ‘Road to the Beach, Shinnecock Hills’; 1891 Oil on canvas 30 x 30”</td>
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<tr>
<td>Whitney M. Hubbard</td>
<td>20x24 1/4in</td>
<td>Whitney M. Hubbard ‘Paradise Woods, Southold, Long Island’; (no date) Oil on Canvas 20 x 24.25</td>
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<tr>
<td>John F. Gould</td>
<td>34 x 42.5</td>
<td>John F. Gould, American Mute Swans near Bear Mountain Bridge, 1985 Acrylic on gesso board 34” x 42.5”; 38” x 46.5” framed &quot;Bear Mountain State Park was first opened in 1913. It attracted over 1 million visitors during its first full year of operation. Today, the Park remains one of the most popular destinations for campers and hikers in the nation.”</td>
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<tr>
<td>Institution</td>
<td>Artist</td>
<td>Title and Details</td>
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<tr>
<td>New York Historical Society</td>
<td>Howard Thain</td>
<td>Howard Thain Where Broadway Begins, 1923 Oil on Canvas</td>
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<tr>
<td>New York Historical Society</td>
<td>Everett Longley Warner</td>
<td>&quot;Manhattan Contrasts, NYC.&quot; ca 1917 Oil on canvas</td>
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<tr>
<td>New York Historical Society</td>
<td>Colin Campbell Cooper</td>
<td>Colin Campbell Cooper Fifth Avenue, New York City 1906 Oil on burlap</td>
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<tr>
<td>New York Historical Society</td>
<td>Arthur Weindorf</td>
<td>Arthur Weindorf Building the 8th Avenue Subway 20th Century Oil on cotton</td>
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<tr>
<td>The History Center of Tompkins County</td>
<td>John F. Kensett</td>
<td>Oil on canvas</td>
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<tr>
<td>New York State Museum</td>
<td>Thomas Benjamin Pope</td>
<td>Oil on canvas</td>
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<tr>
<td>Museum of the City of New York</td>
<td>Alberta Del Orient Browere</td>
<td>Oil on canvas</td>
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</tr>
<tr>
<td>Museum of the City of New York</td>
<td>Rene Bouche</td>
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</tr>
<tr>
<td>Museum of the City of New York</td>
<td>Craig McPherson</td>
<td>Oil on canvas</td>
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</tr>
<tr>
<td>Museum of the City of New York</td>
<td>Frederick Knecht Detwiller</td>
<td>Oil on canvas</td>
<td></td>
</tr>
<tr>
<td>Museum of the City of New York</td>
<td>Steven Katz</td>
<td>Oil on canvas 27 x 48&quot;</td>
<td></td>
</tr>
<tr>
<td>ADK Museum</td>
<td>John Henry Dolph</td>
<td>Oil on canvas 27 x 48&quot;</td>
<td></td>
</tr>
<tr>
<td>Adirondack Museum</td>
<td>Kent, Rockwell</td>
<td>ADK View</td>
<td></td>
</tr>
<tr>
<td>Schenectady County Historical Society</td>
<td>W.H. Yates</td>
<td>Oil on canvas 41 1/2 x 63 inches (framed)</td>
<td></td>
</tr>
<tr>
<td>ADK Museum</td>
<td>Homer Dodge Martin</td>
<td>Oil on canvas</td>
<td></td>
</tr>
<tr>
<td>Onondaga Historical Association</td>
<td>Wilford John Addison</td>
<td>Oil on canvas</td>
<td></td>
</tr>
<tr>
<td>Buffalo and Erie County Historical Society</td>
<td>Clair Shuttleworth</td>
<td>Clair Shuttleworth, To honor the men and women who were fighting in the &quot;Great War,&quot; intersection of Court and Main Streets. Oil on canvas 20 x 24 in (50 x 61 cm). 30.5 x 36.5 in (76 x 92 cm) framed</td>
<td></td>
</tr>
<tr>
<td>Buffalo and Erie County Historical Society</td>
<td>Ferdinand Reichard</td>
<td>Oil on canvas. Niagara Falls. Small boat in the mist. Lighthouse overlooks the falls.</td>
<td></td>
</tr>
<tr>
<td>Buffalo and Erie County Historical Society</td>
<td>James Hope</td>
<td>Painting of a ship, large sails. 1867. Oil on canvas 30 x 40 in (76 x 101 cm). 36 2/16 x 46 5/16 in (91.5 x 117 cm) framed</td>
<td></td>
</tr>
<tr>
<td>Buffalo and Erie County Historical Society</td>
<td>John C. Rother</td>
<td>Depicted is a monument to Western New York soldiers who fought in the Civil War and the Buffalo Public Library as it appeared in 1887. 1985 oil on canvas 36 x 45 in (91 x 114 cm). 37 3/4 x 46 3/4 in (95 x 118 cm) framed</td>
<td></td>
</tr>
<tr>
<td>Cayuga-Owasco Lakes Historical Society (COLHS)</td>
<td>Florence Lockwood Walker</td>
<td>Florence Lockwood Walker, The Inlet at Moravia Oil 18&quot; x 24&quot; (23&quot; x 23&quot; Framed) The Owasco Inlet is a major tributary of Owasco Lake that begins in the hamlet of Peruville and flows northward for 24 miles.</td>
<td></td>
</tr>
<tr>
<td>Elmira College</td>
<td>Unknown</td>
<td>Unknown Cowles Hall in 1855 Oil on canvas 33.5&quot; x 45.5&quot; framed In 1852, Elmira College began as The Auburn Female University in Cayuga County. A year later it moved to its present location in Elmira where Cowles Hall, the College's oldest building, was constructed in 1855. The college became coeducational in 1969.</td>
<td></td>
</tr>
<tr>
<td>Margaret Reaney Memorial Library</td>
<td>George L. Clough</td>
<td>George L. Clough, American Low Tide at Glen Cove Landing, 1867 Oil 4' x 5&quot; &quot;The magnificent seaside vistas at Glen Cove and other sites along the North Shore made it an attractive place for 19th century city dwellers to build summer homes and vacation.&quot;</td>
<td></td>
</tr>
<tr>
<td>Institution</td>
<td>Artist/Creator</td>
<td>Dimensions</td>
<td>Description</td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>-----------------------------------------</td>
<td>------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Margaret Reaney Memorial Library</td>
<td>Asher B. Durand</td>
<td>18 1/4 x 12.5</td>
<td>Asher B. Durand, American In the Mohawk Valley - East Canada Creek, 1845 Oil on Canvas 18 1/4&quot; x 12 1/2 in&quot; The East Canada Creek is a major tributary of the Mohawk River and helps form the Mohawk River Watershed.</td>
</tr>
<tr>
<td>Marist College</td>
<td>Jane Bloodgood - Abrams</td>
<td>24 x 30</td>
<td>Jane Bloodgood - Abrams, American Clouds Over The Valley, 2009 oil on canvas 24” w x 30”h The natural beauty of the Hudson Valley inspired a mid-19th Century art movement known as “The Hudson River School.”</td>
</tr>
<tr>
<td>Schenectady County Historical Society</td>
<td>Samuel Sexton</td>
<td>14 1/3 x 18 3/4 inches</td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>The Buffalo Museum</td>
<td>Charles Abel Conwin</td>
<td></td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>Ontario County Historical Society</td>
<td>Unknown</td>
<td></td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>Roberson Museum &amp; Science Center</td>
<td>Edward Beyer</td>
<td>56 1/2 x 40 (framed) inches</td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>Munson-Williams-Proctor Arts Institute</td>
<td>George W. King</td>
<td>24 x 401/2 inches</td>
<td>Oil on canvas</td>
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<tr>
<td>Onondaga Historical Society</td>
<td>Sanford Thayer</td>
<td></td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>Rochester Historical Society</td>
<td>J. Jackson</td>
<td></td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>Onondaga Historical Association</td>
<td>George K. Knapp</td>
<td></td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>Onondaga Historical Association</td>
<td>Albert Leighton Rawson</td>
<td>41.5 x 55</td>
<td>Oil on canvas 41 1/2 x 55 inches Onondaga Historical Association Accession #: OHA 6128</td>
</tr>
<tr>
<td>NYSOPRHP</td>
<td>George Gach</td>
<td></td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>NYSOPRHP</td>
<td>Montgomery Livingston</td>
<td></td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>OPRHP</td>
<td>Andrew Melrose</td>
<td>30 x 44</td>
<td>Andrew Melrose (1836-1901) Hudson River at West Point 1885 Oil on Canvas 30” H x 44” L.</td>
</tr>
<tr>
<td>OPRHP</td>
<td>Anna Gleason</td>
<td></td>
<td>Oil on canvas</td>
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<tr>
<td>Historic Cherry Hill</td>
<td>William Edward Nichols</td>
<td></td>
<td>Oil on canvas</td>
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<tr>
<td>Historic Cherry Hill</td>
<td>Walter Launt Palmer</td>
<td></td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>NYSOPRHP Division for Historic Preservation</td>
<td>James Bard</td>
<td>36.25 x 57.25 inches</td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>New York State Historical Association, Fenimore Art Museum</td>
<td>J.M. Evans</td>
<td>28 x 42.5</td>
<td>J.M. Evans Poughkeepsie, New York, 1870 Oil on canvas 28” x 42.5” (image); 34” x 45.25” (framed) Poughkeepsie once served as the capital of New York State and was an important Hudson River port in the 19th century for ships traveling to and from New York City.</td>
</tr>
<tr>
<td>New York State Historical Association, Fenimore Art Museum</td>
<td>Joseph Antonio Hekking</td>
<td>17 x 21</td>
<td>Joseph Antonio Hekking, Netherlands Cooperstown in Winter, 1870 Oil on canvas 17” x 21” (image); 23.5” x 27” (framed) Named after the village's founder, Judge William Cooper (the father of James Fenimore Cooper), Cooperstown is today home to the Baseball Hall of Fame and the Fenimore Art Museum.</td>
</tr>
</tbody>
</table>
Newington-Cropsey Foundation  
Jasper F. Cropsey  
37 1/2 x 59 1/2 in.  
This is the last of three known paintings with a view from the Masters School in Dobbs Ferry looking toward Hook Mountain and the Tappan Zee. When Cropsey’s two granddaughters, Isabel and Connie, came to live with the artist after their parents were killed in a California train accident, they attended the Masters School, which had been founded in 1877 by Eliza Bailey Masters, assisted by her younger sister, Sarah. Traditionally an all-female school, it became co-educational in 1996. In the 15 years that Cropsey lived in Hastings-on-Hudson, he favorite and most painted view of the Hudson was looking north toward the Tappan Zee area. The prominent structure is the South Presbyterian Church, which still stands on the west side of Broadway. The foreground of this painting is filled with abundant detail: shocks of corn reflect an abundant harvest in the middle distance, and nearer to the viewer.

Tang, Mul  
Oil on canvas  

Hall of Governors

The framed portraits in this exhibition are works that consist of both long-term loans and works in the OGS collection. Located on the 2nd floor of the Capitol, these works are in good condition, will need bi-yearly inspection(s) and dustings, and may need condition reports supplied to lending institutions, or minor conservation upon lender approval.

<table>
<thead>
<tr>
<th>Artist</th>
<th>Portrait and Date</th>
<th>Lendor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ezra Ames (1768-1836)</td>
<td>George Clinton (1739-1812), 1813</td>
<td>NYSOPRHP</td>
</tr>
<tr>
<td>Unknown Artist</td>
<td>John Jay (1745-1829), n.d.</td>
<td>NYSOPRHP</td>
</tr>
<tr>
<td>Henry Inman* (1801-1846)</td>
<td>Morgan Lewis (1754-1844), c. 1840</td>
<td>NYSOPRHP</td>
</tr>
<tr>
<td>John Wesley Jarvis* (1781-1839)</td>
<td>Daniel D. Tompkins (1774-1825), c. 1815-1820</td>
<td>NYSOPRHP</td>
</tr>
<tr>
<td>Ezra Ames (1768-1836)</td>
<td>John Tayler (1742-1829), 1804</td>
<td>Albany Institute of History and Art</td>
</tr>
<tr>
<td>Asa Weston Twitchell (1820-1904)</td>
<td>DeWitt Clinton (1769-1828), n.d.</td>
<td>Albany Institute of History and Art</td>
</tr>
<tr>
<td>Harold Mott-Smith (1872-1948)</td>
<td>Joseph C. Yates (1768-1837), 1925</td>
<td>Schenectady County Historical Society</td>
</tr>
<tr>
<td>Daniel Huntington (1816-1906)</td>
<td>Martin Van Buren (1782-1862), c.1865</td>
<td>Albany Institute of History and Art</td>
</tr>
<tr>
<td>Ezra Ames (1768-1836)</td>
<td>Erastus T. Throop (1784-1874), 1863</td>
<td>Albany Institute of History and Art</td>
</tr>
<tr>
<td>Samuel L. Waldo (1783-1861)</td>
<td>William L. Marcy (1786-1857), 1834</td>
<td>Albany Institute of History and Art</td>
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<tr>
<td>Chester Harding (1792-1866)</td>
<td>William H. Seward (1801-1872), 1843</td>
<td>NYS Education Department</td>
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<tr>
<td>Francis Carpenter (1830-1900)</td>
<td>William C. Bouck (1786-1859), 1882</td>
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<tr>
<td>William Mackay (1876-1939)</td>
<td>Silas Wright (1795-1847), 1939</td>
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<tr>
<td>Unknown Artist</td>
<td>John Young (1802-1852), n.d.</td>
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</tr>
<tr>
<td>Charles Loring Elliott (1812-1868)</td>
<td>Hamilton Fish (1808-1893), 1854</td>
<td></td>
</tr>
<tr>
<td>Asa Weston Twitchell (1820-1904)</td>
<td>Washington Hunt (1811-1867), 1852</td>
<td>Albany Institute of History and Art</td>
</tr>
<tr>
<td>Alvah Bradish (1806-1901)</td>
<td>Horatio Seymour (1810-1886), 1863</td>
<td></td>
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<tr>
<td>Leon Joseph Bonnait (1833-1922)</td>
<td>Myron H. Clark (1806-1892), 1904</td>
<td></td>
</tr>
<tr>
<td>Robert Culler Hinkley (1853-1941)</td>
<td>John Aitop King (1798-1867), n.d.</td>
<td></td>
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<tr>
<td>George Peter Alexander Healy (1813-1894)</td>
<td>Edwin D. Morgan (1811-1833), 1892</td>
<td></td>
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<tr>
<td>Asa Weston Twitchell (1820-1904)</td>
<td>Ruben E. Fenton (1819-1885), 1867</td>
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<tr>
<td>Jacob H. Lazarus (1822-1891)</td>
<td>John T. Hoffman (1828-1888), 1871</td>
<td>Albany Institute of History and Art</td>
</tr>
<tr>
<td>William Morris Hunt (1824-1879)</td>
<td>John Adams Dix (1798-1879), 1875</td>
<td>Albany Institute of History and Art</td>
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<tr>
<td>Frank Fowler (1852-1910)</td>
<td>Samuel J. Tilden (1814-1886), 1862-1887</td>
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<tr>
<td>George Waters (1832-1912)</td>
<td>Lucius Robinson (1810-1891), 1889-91</td>
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<tr>
<td>Arthur Ratliff (1869-1946)</td>
<td>Alonzo B. Cornell (1832-1904), 1946</td>
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<tr>
<td>Eastman Johnson (1824-1906)</td>
<td>Grover Cleveland (1837-1908), n.d.</td>
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<tr>
<td>Morton H. Bly (1876-1935)</td>
<td>David B. Hill (1842-1910), 1912</td>
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<tr>
<td>Unknown Artist</td>
<td>Roswell P. Flower(1835-1899), 1902</td>
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<tr>
<td>George Hughes (1863-1932)</td>
<td>Frank Swett Black (1953-1913), 1953</td>
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<tr>
<td>Ritter von Krumhaar (1859-1915)</td>
<td>Theodore Roosevelt (1858-1919), 1905</td>
<td></td>
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New York State - Office of General Services  
RFP 2277 - Two-Dimensional Art Conservation  
Exhibit 2 - Lot 2 - Hall of New York/ Hall of Governors Collection
<table>
<thead>
<tr>
<th>Name of Work</th>
<th>Artist</th>
<th>Dimensions</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Marriage of Pocahontas and John Rolfe</td>
<td>Henry Brueckner, 1856</td>
<td>50 x 70 in., framed</td>
<td>oil on canvas</td>
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</tbody>
</table>

**New York State Capitol Lobby**

Works in this collection are owned by New York State.

<table>
<thead>
<tr>
<th>Name of Work</th>
<th>Artist</th>
<th>Dimensions</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Lafayette</td>
<td>Charles Ingham</td>
<td>oil on canvas</td>
<td></td>
</tr>
<tr>
<td>George Washington</td>
<td>Ezra Ames</td>
<td>oil on canvas</td>
<td></td>
</tr>
</tbody>
</table>
DIVISION OF FINANCIAL ADMINISTRATION

ADDENDUM #1

REQUEST FOR PROPOSAL # 2277

Date: September 1, 2020
Subject: Revision to Mandatory Site Visit
Title: Two-Dimensional Art Conservation
Bid Due Date: November 10, 2020 @ 2 PM
Address Bids to: Lee Amado
Division of Financial Administration
NYS Office of General Services
32nd Floor, Corning Tower
Empire State Plaza
Albany, New York 12242
RFP # 2277

To Prospective Proposers: This addendum is being issued to provide revisions to Section 1.5 - Mandatory Site Visit

Revisions
R1. Section 1.5 has been deleted in its entirety and replaced with the following:

1.5 Mandatory Site Visit

Bidders intending to submit a proposal will be required to attend a mandatory site visit, which will include an informational meeting and an opportunity to view the artwork. The mandatory site visit will occur on the date and time indicated in Section 1.3 - Key Events. This is the only date and time available for inspection. Alternate dates for additional site inspections will not be available. Attendees will be required to sign in and provide basic company and contact information. This information will be used to verify attendance and to communicate any changes to the solicitation (addenda). Therefore, it is imperative that the provided information be legible and accurate. Failure to attend the mandatory site visit will result in rejection of the bid. The facilitator of the event will publicly announce the official start time of the site visit, which announcement
shall be made no sooner than the time stated in Section 1.3- Key Events. Prospective bidders arriving after the official start time of the site visit will be precluded from attending the site visit and will therefore be unable to submit a responsive bid.

Due to security procedures, bidders are required to pre-register with Ms. Lee Amado by email at Lee.Amado@ogs.ny.gov at least 48 hours in advance of the mandatory site visit. Upon registration, the bidder will be given the meeting location details. It is recommended that attendees arrive at the building at least 15 minutes prior to scheduled time with photo identification. Bidders who do not pre-register with Ms. Amado will be unable to attend the site visit and will therefore be unable to bid.

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

Questions during the site visit will be permitted. It is suggested that the Bidder note the question and ask at the end of the tour.

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

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

All other terms and conditions remain unchanged.

If submitting a proposal, this Addendum #1 for RFP# 2277 must contain an original signature, be dated, attached to, and made a part of your proposal.

Company Name__________________________________________________________

Address (include City, State, Zip)__________________________________________

Bidders Name (please print)______________________________________________

Title___________________________________________________________________
RFP #2277- Two-Dimensional Art Conservation

Signature

Date
REQUEST FOR PROPOSALS (RFP) #2277 SOLICITED BY THE NEW YORK STATE OFFICE OF GENERAL SERVICES

For

Two-Dimensional Art Conservation

ISSUE DATE: AUGUST 20, 2020

BID DUE DATE: NOVEMBER 10, 2020 @ 2:00 PM

Designated Contact:
Lee Amado
Voice: 518-473-7396
E-mail: Lee.Amado@ogs.ny.gov

Alternate Contact:
Erin Datri
Voice: 518-474-5981
E-mail: Erin.Datri@ogs.ny.gov
# Table of Contents

1. **INTRODUCTION** ........................................... 4  
   1.1 Overview .................................................................. 4  
   1.2 Designated Contact .................................................. 4  
   1.3 Key Events .................................................................. 5  
   1.4 Minimum Bidder Qualifications ................................... 5  
   1.5 Mandatory Site Visit .................................................. 5  
   1.6 Glossary of Terms ..................................................... 6  

2. **SCOPE OF WORK** ................................................. 7  
   2.1 Scope - General ....................................................... 7  
   2.2 Operational Standards ............................................... 7  
   2.3 Packing, Handling, and Shipping ................................. 8  
   2.4 OSHA (Occupational Safety & Health Administration) Training Requirements .................. 8  
   2.5 Staffing Requirements ............................................... 9  
   2.6 Inspections and Routine Maintenance ......................... 9  
   2.7 Additional Services .................................................. 10  
   2.8 Reporting & Administrative Requirements .................. 11  
      2.8.1 Reporting Requirements ..................................... 11  
      2.8.2 Administrative Requirements ............................. 12  
   2.9 Security and Scheduling Procedures ............................ 12  
   2.10 Site Conditions & Protection ..................................... 12  
   2.11 Background Checks ............................................... 13  
      2.11.1 Applicability .................................................... 13  
      2.11.2 Background Check .......................................... 13  
      2.11.3 Background Check Guidelines ........................... 14  
      2.11.4 Employee Removal ......................................... 14  
      2.11.5 Commissioner Notification ............................... 14  
   2.12 Warranties ......................................................... 15  
   2.13 Contractors Compensatory Liability ......................... 15  

3. **BID SUBMISSION** .................................................. 16  
   3.1 RFP Questions and Clarifications ................................. 16  
   3.2 Proposal Format and Content ..................................... 16  
      3.2.1 Technical Proposal ........................................... 16  
      3.2.2 Cost Proposal .................................................. 18  
      3.2.3 Administrative Proposal .................................... 18  
   3.3 Proposal Preparation ................................................. 18  
   3.4 Packaging of RFP Response ....................................... 18  
   3.5 Instructions for Proposal Submission ......................... 19  

4. **EVALUATION AND SELECTION PROCESS** .................. 21  
   4.1 Proposal Evaluation ............................................. 21  
   4.2 Proposal Scoring .................................................. 21  
      4.2.1 Evaluation Items ............................................. 21  
   4.3 Notification of Award .................................................. 22  

5. **ADMINISTRATIVE INFORMATION** ............................ 23  
   5.1 Issuing Office ....................................................... 23
6. **CONTRACT CLAUSES AND REQUIREMENTS** ........................................... 29
   
   6.1 Appendix A / Order of Precedence .................................................. 29
   6.2 Past Practice ................................................................. 29
   6.3 Procurement Lobbying Requirement ............................................. 29
   6.4 Confidentiality .............................................................. 29
   6.5 Ethics Compliance .......................................................... 29
   6.6 Tax and Finance Clause ....................................................... 30
   6.7 Freedom of Information Law / Trade Secrets .................................. 30
   6.8 General Requirements ......................................................... 31
   6.9 Subcontractors ................................................................. 32
   6.10 Extent of Services .......................................................... 33
   6.11 Termination ................................................................. 33
   6.12 NYS Vendor Responsibility Questionnaire ................................... 33
   6.13 New York State Vendor File Registration .................................... 34
   6.14 Indemnification .............................................................. 35
   6.15 Force Majeure ............................................................... 35
   6.16 Encouraging Use of NYS Businesses ....................................... 35
   6.17 Sexual Harassment Prevention ............................................... 36
   6.18 Participation Opportunities For New York State Certified Service-Disabled Veteran-Owned Businesses ......................................................... 36
   6.19 Information Security Breach .................................................. 37

Appendix A  Standard Clauses for New York State Contracts
Appendix B  Required Forms
Appendix C  Sample Contract
Appendix D  Insurance Requirements
Appendix E  M/WBE and EEO Requirements

Exhibit 1  Lot 1- Governor Nelson A Rockefeller Empire State Plaza Art Collection/Harlem Collection
Exhibit 2  Lot 2- Hall of New York/ Hall of Governors Collection

Attachment 1  Cost Proposal Form
1. Introduction

1.1 Overview

This solicitation is being released by the New York State Office of General Services (OGS) Division of Financial Administration on behalf of the OGS Curatorial and Visitor Services. OGS is seeking a qualified conservator to provide comprehensive maintenance, conservation and treatment of the two-dimensional art collections in the custody of OGS in Albany and other various locations within the state of New York.

This solicitation outlines the terms, conditions, and all applicable information required for submitting a proposal. Bidders should pay strict attention to Section 1.3 - Key Events to ensure compliance with the solicitation requirements and to prevent possible disqualification, Bidders should follow the format and instructions contained in this document.

The artwork listed in both Exhibit 1 and Exhibit 2 have been broken up into two lots as described herein; Bidders have the option of bidding on one or both lots. An award will be made for each lot. Should a bidder be awarded both lots, a single contract will result.

1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Lee Amado, Contract Management Specialist 2, NYS Office of General Services, Division of Financial Administration has been designated as the PRIMARY contact for this procurement solicitation and may be reached by email or voice for all inquiries regarding this solicitation.

Lee Amado, Contract Management Specialist 2
NYS Office of General Services
Financial Administration – Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Voice: 1-518-473-7396
Email: Lee.Amado@ogs.ny.gov

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

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

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

Lori Brodhead, Compliance Specialist
New York State Office of General Services
MWBE and Community Relations
Empire State Plaza, Corning Tower
Albany, New York 12242
Voice: 1-518-486-6866
Email: lori.brodhead@ogs.ny.gov

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

Anthony Tomaselli, Assistant Director
New York State Office of General Services
Division of Service-Disabled Veterans’ Business Development
Empire State Plaza, Corning Tower
Albany, New York 12242
1.3 Key Events

The Table below outlines the tentative schedule for important action dates. If the State finds it necessary to change any of these dates, notification will be accomplished through an addendum to this solicitation.

<table>
<thead>
<tr>
<th>Action</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>OGS Issues Solicitation (RFP 2277) for Painting Conversation</td>
<td>August 20, 2020</td>
</tr>
<tr>
<td>Mandatory Site Visit at the Empire State Plaza in Albany, NY</td>
<td>September 17, 2020 at 10:00am</td>
</tr>
<tr>
<td>Deadline for Submission of Bidder Questions</td>
<td>September 24, 2020</td>
</tr>
<tr>
<td>OGS Issues Responses to Written Questions (estimated)</td>
<td>October 1, 2020</td>
</tr>
<tr>
<td>Bid Due Date/ Bid Opening Date</td>
<td>November 10, 2020 @ 2:00 pm</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>OSC approval</td>
</tr>
</tbody>
</table>

1.4 Minimum Bidder Qualifications

Bidders 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 to be considered as a qualified Bidder for the purposes of the solicitation.

1. The Bidder must maintain or have access to a secure, climate/humidity-controlled treatment laboratory/facility within 300 miles of the City of Albany.

2. Bidder must have been in the business of professional art conservation services for a minimum of five years immediately preceding the issuance of this solicitation. However, a Bidder that has less than five years of the requisite experience may nevertheless respond to this solicitation provided Bidder has been in business for no less than six months AND currently employs senior management personnel who have a minimum of five years’ experience in two-dimensional conservation. OGS’ determination as to whether subject personnel serve or served in senior management positions shall be final.

3. Bidder must designate a Lead Conservator with a minimum of ten years of experience in professional art conservation services.

4. Bidder’s must have a minimum of five years of professional experience with established collections from eras and media aligned with the lot that they wish to submit a proposal for.

1.5 Mandatory Site Visit

Bidders intending to submit a proposal will be required to attend a mandatory site visit, which will include an informational meeting and an opportunity to view the artwork. The mandatory site visit will occur on the date and time indicated in Section 1.3 - Key Events. This is the only date and time available for inspection. Alternate dates for additional site inspections will not be available. Attendees will be required to sign in and provide basic company and contact information. This information will be used to verify attendance and to communicate any changes to the solicitation (addenda). Therefore, it is imperative that the provided information be legible and accurate. Failure to attend the mandatory site visit will result in rejection of the bid. The facilitator of the event will publicly announce the official start time of the site visit, which announcement shall be made no sooner than the time stated in Section 1.3 - Key Events. Prospective bidders arriving after the official start time of the site visit will be precluded from attending the site visit and will therefore be unable to submit a responsive bid.
Due to security procedures, bidders are strongly encouraged to pre-register with Ms. Lee Amado by email at Lee.Amado@ogs.ny.gov at least 24 hours in advance of the mandatory site visit. Upon registration, the bidder will be given the meeting location details. It is recommended that attendees arrive at the building at least 15 minutes prior to scheduled time with photo identification.

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

Questions during the site visit will be permitted. It is suggested that the Bidder note the question and ask at the end of the tour.

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

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

### 1.6 Glossary of Terms

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

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

“**Solicitation,**” “**Request for Proposals**” 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.

“**Proposal**” or “**Bid**” shall mean the submitted materials from a vendor in response to this solicitation.

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

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

“**OSC**” shall mean the New York State Office of the State Comptroller.
2. Scope of Work

2.1 Scope - General

Under the New York State Office of General Services, Curatorial & Visitor Services oversees loan programs and the stewardship of multiple collections that include two-dimensional artwork cared for on behalf of the People of New York State.

The lots are broken down as follows:

Lot 1 - Please See Exhibit 1 for an itemized list of all works, belonging to the Governor Nelson A. Rockefeller Empire State Plaza Art Collection and New York State’s Harlem Art Collection. The Plaza Art Collection, accessioned from 1966-1973 by Governor Rockefeller as advised by the appointed Art Commission from 1966-1973, contains 45 monumental works of Postwar art (43 painted works and 2 textiles/handwoven wool tapestries). The Harlem Art Collection, accessioned by New York State in 1976, contains 119 works of art by predominantly Black and Hispanic artists dated from 1907-1976 (paintings, mixed media, collage, works on paper, and photography). Please note the specific media for each work as listed in the Exhibit notes.

Lot 2 - Please see Exhibit 2 for an itemized list of all works belonging to the ongoing Hall of New York and Hall of Governors exhibitions. The framed landscapes and portraits in these exhibitions consist of both long-term loans from various cultural institutions and historical sites and works in the OGS collection. Located on the 2nd floor of the Capitol in Albany, these works are in good condition and may need condition reports supplied to lending institutions, or minor conservation upon lender approval. In addition to the paintings on view in the two aforementioned exhibitions, the third aspect of Lot 2 is the New York State owned painting located in the Governor’s Executive Mansion. Please note examples of work exhibited as well as media for each work as listed in the Exhibit notes.

The selected Contractor per lot will, after the contract start date, perform one major assessment of the collections. Throughout the remainder of the contract, perform nine follow up inspections as compared to the aforementioned major assessment, surface cleanings (if necessary as dictated by the medium), and treatments as described in Section 2.6 - Inspections and Routine Maintenance. Additional Services that are unknown or unspecified at this time may be performed by the Contractor on a time and materials basis as described in Section 2.7 – Additional Services.

All work products resulting from work under any contract resulting from this solicitation (conservation plans, inspection/condition reports, etc.) shall become the property of the State.

2.2 Operational Standards

It is understood that OGS is relying on the Contractor for their unique expertise to care for the two-dimensional artwork covered under this solicitation.

It is also understood that all services under any contract resulting from this solicitation shall be of the highest quality and standards and must conform in all respects to standards set by the American Institute for Conservation of Historic and Artistic Works, the artist/artist’s estate, as well as any Federal, State and municipal laws, ordinances, rules and regulations. The Contractor shall continuously maintain all required licenses and permits and shall provide for the inspection and review of such licenses and permits by the Office of General Services and any other persons authorized by law.

The contractor is responsible for the performance of the work of this project under the existing site conditions. The contractor is responsible for obtaining permits or permissions for the site placement of equipment, temporary facilities, or materials storage. The contractor shall be responsible for the containment of materials and shall be liable for all damages to property or pollution of the environment caused by these materials.

The contractor shall be responsible for obtaining all permits necessary for the performance of the work of this project, including, but not limited to, lift certification for all owned and/or rented lifts, security of work area, safety cones and tape and signage. The contractor shall comply with all building ordinances include noise limits. No exceptions from ordinances shall be granted.

At all times, the service shall be provided in a prompt, accurate, courteous and efficient manner. The Contractor must be able to respond by phone or email to an emergency within two hours of notice. The Contractor must be
able to provide personnel on-site no later than 24 hours in response to an event that OGS defines as an emergency.

The Contractor must ensure that throughout the term of this contract, their facility must be equipped with security measures to protect rare, valuable and unique works of art, 24 hours a day, 365 days a year.

At any time during the length of the contract, the proposed plan and the quality of service shall be subject to inspection by the State of New York. The State of New York reserves the right to reject a conservator’s plan of treatment. All treatment plans must conform to The State of New York’s requirements and the requirements of the artist or the artist’s representative estate or foundation and be approved by the State.

2.3 Packing, Handling, and Shipping

Contractor must provide the proper packing, safe handling, rigging (when applicable), and transportation of artwork to and from the treatment facility with a well-established art shipper/handler or, if qualified, in house. If the work is not being performed in house, then the name(s) of the proposed art rigger, handler, and shipper must be included in the proposal for this solicitation. If a different art rigger, handler, or shipper must be used, prior OGS approval is necessary. The Contractor is responsible for safety and security of all works while they are being moved and handled. OGS reserves the right to reject any art rigger, handler, or shipper at its sole discretion.

The Contractor is required to follow all applicable OSHA regulations and is responsible for the adherence to these regulations by all employees and subcontractors.

2.4 OSHA (Occupational Safety & Health Administration) Training Requirements

2.4.1 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.**

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

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

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

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

2.5 Staffing Requirements

The Contractor must continuously maintain the following positions on their staff to be utilized for this contract. Substitution of proposed staff will only be permitted upon OGS prior approval. The Contractor may only bill Additional Services rates at the title that the staff is qualified under.

1. **Lead Conservator** - The Contractor must employ/subcontract with and assign to this contract a Lead Conservator with accreditation as a peer-reviewed member in the American Institute for Conservation. The Lead Conservator will oversee the major inspection, final sign off by the Contractor’s firm for any reports, developing treatment proposals, and performing treatments.
   a. Preference will be given to Bidders with a Lead Conservator with degrees and affiliations in the field of art conservation and who exceed the minimum of ten years of experience in the conservation of valuable and sizable collections of art comparable to the State’s collections.
   b. The Lead Conservator must maintain their accreditation as a member in the American Institute for Conservation for the entirety of this contract. Failure to maintain their accreditation may constitute a breach of contract.

2. **Technician** - Technicians are responsible in assisting the Lead Conservator as needed.
   a. Preference will be given to Bidders with Technicians on staff with a minimum of three years of experience working under the direct supervision of an accredited, program-trained conservator and who have a bachelor’s degree in an appropriately related field.

2.6 Inspections and Routine Maintenance

All items per lot bid are to be inspected, surface cleaned, and treated as described below. All services and scheduling are at the discretion of OGS.

During the contract, the successful contractor(s) will be responsible for:

1. **One Major Assessment for Baseline Condition Report** will be completed by the Lead Conservator and submitted to Curatorial Services following the first inspection conducted under the contract. This assessment:
   a. Should be submitted no later than 30 days post-inspection.
   b. Must contain an individual report for each item contained within the respectful lot’s exhibit. This will be the master report from which all subsequent changes in condition will be noted against.
   c. Must require a working understanding of the artists’ intent and process.
   d. Must include a typed (1) highly detailed condition report with both (2) written, and (3) high resolution visual documentation for any and all conditions specific to the (4) surface, (5) structure, (6) frame and (7) display and/or hanging hardware.
e. Will include (8) an assigned evaluation of overall condition to “excellent”, “good”, “fair”, or “poor”, and (9) an assigned evaluation of status and priority from “stable”, “unstable”, or “emergency.” The assignments of (8) and (9) should be made per object component.

f. Must list any recommended Additional Services.

g. Must include all recommendations regarding ongoing maintenance.

h. Must include the Lead Conservator’s signature and date on each report.

i. Will allow for changes as necessary and dictated by Curatorial Services.

j. Should include a schedule of when subsequent inspections will be completed (See below).

2. **Nine Inspection Reports** will be completed as follow-up reports to the Major Assessment for Baseline Condition Report by either the Lead Conservator or a Conservation Technician assigned by the Lead Conservator. If the follow-up Inspection Report is performed by a Conservation Technician, the report must, in addition to the Technician’s signature and date, show signed and dated approvals by the Lead Conservator. Inspection Reports shall begin six months after the Major Assessment for Baseline Condition Report visit and will take place approximately every six months for the remainder of the five-year contract period. Inspections may be completed within a month before or after this six-month benchmark, but inspections that are not completed seven months after the last inspection report will be interpreted as the Contractor has forfeited this report and all compensation for it. In this case, the Contractor will be required to complete the next inspection report before the year anniversary of the last report. Upon completion of each inspection, a written report of condition changes with attached images shall be submitted to OGS Curatorial & Visitor Services within 30 days of the inspection. These reports shall state the current condition and specific changes in condition of each artwork as compared to the Major Assessment for Baseline Condition Report. It will also include and any recommended additional services for examined changes in condition (See Section 2.8.1 - Reporting Requirements and Section 2.7 - Additional Services). All additional services work must be approved by the Director or Assistant Director/Chief Curator of OGS Curatorial & Visitor Services.

For the Major Assessment for Baseline Condition Report and each of the Nine Inspection Reports, **Routine Maintenance** should occur immediately after conditions are recorded. This should include, but not be limited to, any dusting, washing, waxing, or other professional recommendations that constitute “surface cleaning.” The cost for this routine maintenance should be included in the price for the Major Assessment for Baseline Condition Report and each of the nine inspection reports. Although repair is not included in routine maintenance, testing may be performed on-site at that time, pending approval.

State-owned art that is not expressly included in Exhibit 1 may be conditioned and serviced as requested and compensated as Additional Services (See Section 2.7). Lot 2 includes both state-owned items as well as borrowed items that are in the care and custody of OGS in Albany. As this lot contains borrowed items, the list is subject to change at an approximate rate of once every two years. There is a maximum of 60 paintings of the Hall of New York. All contracted services are subject to security, scheduling, and reporting requirements as further described herein. All work and related documentation is subject to inspection by OGS upon request. OGS retains the right to remove any items listed in Exhibit 1 and/or 2 of this solicitation.

2.7 **Additional Services**

Additional Services shall be considered any service to the collections under the jurisdiction and responsibility of OGS Curatorial and Visitor Services other than the semi-annual scheduled inspections and routine maintenance described in Section 2.6 above. This may include travel outside of the Albany area.

All Additional Services require pre-approval by OGS. Additional Services performed without proper approval will not be compensated. OGS retains the right to have any Additional Services completed via separate competitive bid, in-house staff, or other means, as determined to be in the best interest of the State.

Additional Services shall be compensated at the hourly rates bid for conservator and technician, provided, however, that any subcontractor work shall be reimbursed at actual cost with the markup thereon being limited to five percent of the actual cost. The following process shall apply:

The contractor’s Lead Conservator will prepare a comprehensive treatment proposal for the Director and Assistant Director/Chief Curator of OGS Curatorial & Visitor Services. For Additional Service work
performed by Contractor’s staff, the proposal must include details for the entire scope of services, including, but not limited to: treatment milestones and approvals necessary, proposed timeline for completion, title(s) of staff performing work and any additional subcontractors, number of hours times hourly rate bid, packing/crating, round-trip shipping, de-installation and re-installation fees, estimated travel costs (number of trips), and any other information or options that the State must consider for approvals. Additional Services work must include before and after treatment high resolution photography. Upon completion of Additional Services, a Treatment Report must be submitted along with pre/post conservation digital images. The cost of materials will be reimbursed with no allowable markup. Equipment rentals shall be reimbursable at cost and receipts should be provided. For Additional Services (Item III on the Cost Proposal Sheet), the Contractor shall be paid the rates in effect on the original treatment approval date. If subcontractors are to be used, the process detailed in the Subcontractors clause herein must be followed (see Section 6.9 – Subcontractors).

The Director and Assistant Director/Chief Curator of OGS Curatorial & Visitor Services will review all recommendations and has the sole option of whether to proceed with the treatment, or not. They also have the option to request revisions to the recommendations. Such revisions must be in writing.

Express written approval must be made prior to the start of work. Any Additional Services work that is to be completed over $10,000 must have approval by OGS Agency Procurement Office (APO) prior to authorization of the work. The quote must include all required information included in a comprehensive treatment proposal the title of the person performing the work, the number of hours multiplied by the hourly rate, as well as materials and cost, subcontractors to be used, and transportation / shipping costs to be reimbursed. No additional terms and conditions are to be included on additional service quotes. Receipts must be submitted to the Director of OGS Curatorial & Visitor Services.

Additional Services generally fall into these three categories:

1. **Recommended Repairs**
   
   Recommended treatments and repairs which surpass routine maintenance (see Section 2.6) which may result from the inspection reports.

2. **Artwork Outside Those Listed in Exhibit 1 or Exhibit 2**
   
   Two-Dimensional Artwork outside of Item II of the Cost Proposal Form that are under the care of OGS may be serviced under Additional Services provisions. (e.g.: shipping).

3. **Urgent/Emergency Services**
   
   In the case of vandalism, emergency damage, or necessary urgent services, the conservator will be contacted immediately and, depending on the severity, may be called to Albany to provide time-sensitive inspection, relocation, storage, and/or treatment services. This could involve state-owned works; or works on loan where the treatment would be rendered in tandem with the conservator at the lending institution. In recognition of the urgent nature of such services, verbal proposals and approvals may be allowed but must be followed up within 24 hours with a written narrative explanation of the emergency, subsequent actions and associated timeline.

### 2.8 Reporting & Administrative Requirements

The Contractor will be responsible for the completion of a variety of administrative and reporting requirements, and the cost of same shall be included in the Item I price for each Lot.

During the term of any contract resulting from this solicitation, the Contractor shall maintain a designated officer or employee as its representative for contact with the State and for all communication and transactions relating to any contract resulting from this solicitation.

The Commissioner’s designated representative shall be the Director of OGS Curatorial and Visitor Services.

#### 2.8.1 Reporting Requirements

Recommendations in the *Major Assessment for Baseline Condition Report* and the nine subsequent *Inspection Reports* shall provide a comprehensive assessment with both written and visual documentation. The reports shall indicate the referenced two-dimensional artwork with an image, by
2.8.2 Administrative Requirements

Upon award of the contract and prior to the start of any work, the Contractor shall be available for an initial meeting with the Director and Assistant Director/Chief Curator of OGS Curatorial and Visitor Services. This meeting shall include:

1. An introduction for each respective organization, chain of command, etc.
2. The Contractor's submission of a schedule of work to be reviewed and approved by OGS.
3. A review of all facility use rules.

Additional meetings may be requested by OGS as needed.

2.9 Security and Scheduling Procedures

All services must be scheduled and approved in advance with OGS Curatorial & Visitor Services. The Contractor must notify OGS Curatorial & Visitor Services upon site arrival and site departure. Please note that entry points to the Empire State Plaza have varying height restrictions. Empire State Plaza security requires Contractors to provide the following information, via email, no fewer than 72 work hours (Monday-Friday, 9am-5pm) prior to reporting to the job site (except in emergencies):

1. Company name
2. Driver’s full legal name(s) (as it appears on ID)
3. Conservator/Technician’s full legal name (if different from driver)
4. Valid driver license number(s) and issuing state
5. Vehicle(s) make, model and license plate number and issuing state

This information must be provided to OGS Curatorial & Visitor Services.

If the work schedule is changed, due to weather or other circumstances, the same procedure needs to take place when rescheduling. Neither party will be charged for rescheduling of services. No payment will be issued to the Contractor for no-shows. Please see Section 2.13 - Contractors Compensatory Liability.

The Contractor is responsible for ensuring that any Contractor employee or subcontractors’ on-site personnel are in compliance with OSHA safety regulations.

2.10 Site Conditions & Protection

The contractor is responsible for protecting the facility while working on the item covered by this contract. OGS Curatorial & Visitor Services and the selected Contractor shall work together to acquire the proper authorizations from OGS Design and Construction as well as OGS Real Property and Facilities Management. The contractor is responsible for coordinating with OGS the site placement of any equipment, temporary facilities, and/or materials storage.

If any damage to the structure occurs, the Contractor shall immediately stop work and notify OGS Curatorial & Visitor Services. If the damage is due to the negligence of the Contractor and repairable by the Contractor, the
Contractor shall submit a written plan to OGS Curatorial & Visitor Services no more than 48 hours after the incident, with a detailed report of how the damage occurred as well as how it will be fixed at no cost to OGS. All efforts shall be made to complete repairs in a timely manner. The repair start date should not begin more than two weeks after the damage occurs. OGS will determine if the repairs are satisfactory, and when they are considered complete. If delays by the Contractor are deemed excessive by the State, or the Contractor is unable to repair the damage satisfactorily, 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.

2.11 Background Checks

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

For purposes of this clause, the following definitions apply:

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

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

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

2.11.1 Applicability

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

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

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

2.11.2 Background Check

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

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

1. Verification that the individual is not listed on a national watched person database. The following link has information about data available [https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx](https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx). The following link has a PDF file of a list of
2.11.3 Background Check Guidelines

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

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

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

1. The nature, extent, and seriousness of the conduct;
2. The circumstances surrounding the conduct;
3. The frequency and recency of the conduct;
4. The individual’s age and maturity at the time of the conduct;
5. The presence or absence of rehabilitation and other pertinent behavior changes;
6. The potential for pressure, coercion, exploitation, or duress;
7. The likelihood of continuation of the conduct;
8. How, and if, the conduct bears upon potential job responsibilities; and
9. The employee’s employment history before and after the conduct.

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

2.11.4 Employee Removal

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

2.11.5 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.
2.12 Warranties

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

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

2.13 Contractors Compensatory Liability

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

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

Lee Amado, Contract Management Specialist 2
NYS Office of General Services
Financial Administration – Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Email: Lee.Amado@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 solicitation. The final deadline for submission of any questions/clarifications regarding this solicitation is listed in Section 1.3 – Key Events. Questions received after the deadline may not be answered. OGS will post an addendum at https://ogs.ny.gov/procurement/bid-opportunities with all questions and responses on or about the date listed in Section 1.3 – Key Events. Any additional addenda will be posted to the same location.

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

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

If a bidder intends on submitting a proposal for both lots, you must clearly identify which lot or lots the technical information pertains to. Each section of the technical submission must be addressed for each lot either individually or combined. A separate and distinct cost proposal must be submitted for each lot individually.

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

3.2.1 Technical Proposal

3.2.1.1 Cover Letter
The cover letter should identify what Lot(s) the bidder is submitting a proposal for and confirm that the bidder understands all the terms and conditions contained in this solicitation and will comply with all the provisions of this solicitation. Further, should the contract be awarded to your company, you would be prepared to begin services on the date indicated in Section 1.3 – Key Events. The cover letter should also include the full contact information of the Bidders Representative that OGS shall contact regarding the bid. This should include the physical address of the Bidder. A bidder representative authorized to make contractual obligations must sign the cover letter.

3.2.1.2 Minimum Proposer Qualifications
Bidders must confirm their ability to meet the minimum qualifications, experience and capabilities to provide services requested in this solicitation including the Minimum Requirements set forth in Section 1.4 – Minimum Proposer Qualifications.
1. The bidder must provide the location of their owned or leased treatment facility within 300 miles of the City of Albany limits, as well as an American Alliance of Museums’ General Facility Report. All
fields pertaining to storage, climate, security, fire suppression, and building construction must be filled.

2. The bidder must provide references confirming they have five years of experience in the business of art conservation/treatment with major collections from an era aligned with the lot under which a bid is being submitted.

3. The bidder must include the resume of their Lead Conservator.

3.2.1.3 Operational Work Plans & Methodology

Bidders are asked to describe their work plans and methodologies to provide the services as described in this solicitation. Bidders are strongly encouraged to provide the following:

1. A sample condition report and a sample treatment proposal demonstrating the structure and depth of a typical report or proposal. This should include a list of the tools, methods and technology that will be used.

2. A list of any known subcontractors to be used in providing the required services of this solicitation, including any subcontracted services for working with specific object materials (e.g.: wool tapestries or photography), or proposed rigging or handling, packing and/or shipping companies. A description of any subcontractors and how these subcontracted services will relate to this proposed contract (See Section 6.9 - Subcontractors Clause).

3. A description of the treatment facility. Please include:
   i. Square footage
   ii. Climate/humidity controls
   iii. Security measures

4. Description of shipping and packing procedures as well as the address of the Bidder’s treatment facility (if other than the facility that meets the minimum qualification) when transportation of artwork is required.

5. Outline specific transportation plans for moving artwork. Please see Section 2.3 - Packing, Handling and Shipping.

6. A detailed outline of plans and approach for providing all services required by Section 2 - Scope of Work of this solicitation.

3.2.1.4 Company and Personnel Experience

Bidders are asked to describe their capabilities to provide the services requested in this solicitation. Bidders are strongly encouraged to provide the following:

1. Show evidence of your firm’s capabilities and treatment methods for the lot(s) your company is proposing for. Include a description of your firm’s experience in conservation service. Provide evidence of ability to perform simultaneous treatments.

2. Provide a list of work that your firm has maintained/restored that are comparable to those in the lot(s) on which you are proposing for.

3. Provide a list of similar contracts and at least three professional references for which the bidder provided similar services within the past five years. OGS may contact references and reference check information to be considered in the technical evaluation. It is the responsibility of the Bidder to ensure availability of the provided references for reference checks. It is highly encouraged to provide references that are closely aligned with the services required under this contract.

4. Provide a list of three professional references for the Lead Conservator who will be assigned to this project. These references should be able to attest to the capabilities and the professionalism of the conservator.

5. Provide an organizational chart and staffing plan for proposing firm. Include responsibilities, job qualifications, years’ experience, lift certifications, and resumes for each employee that would be assigned to the contract.
6. Provide proof the Lead Conservator holds the appropriate professional degrees, affiliations and proof of membership in the American Institute for Conservation. Detail the number of years’ experience in the conservation and treatment of valuable and sizable collections of art comparable to the work listed in the lot(s) for which your firm will bid.

7. Provide experience of technicians, including number of years working under the direct supervision of an accredited, program-trained conservator and any degrees or credentials in conservation, fine arts, or other related fields.

8. All relevant staff must demonstrate in resumes, interviews, and/or professional references a level of historical and artistic understanding of the lot(s) that they are proposing for.

### 3.2.2 Cost Proposal

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

### 3.2.3 Administrative Proposal

1. All required completed forms from RFP Appendix B.

2. Important Notes:
   
a. Insurance – Bidders are reminded of the insurance requirements as described in Appendix D. The selected Bidder will be required to provide all necessary documentation upon notification of selection.

b. All addendum (if any)

c. M/WBE and EEO Requirements - Bidders are reminded of the requirements as described in Appendix E.

d. SDVOB Requirements - Bidders are reminded of the requirements as described in Section 6.18.

e. Vendor Responsibility - Bidders are reminded of the requirement as described in Section 6.12 and are requested to complete the online questionnaire located on the OSC VendRep System website prior to bid submission. If the vendor has previously certified responsibility online, it shall ensure that the VRQ was recertified in the last six months.

f. Document Consistency - An award will only be made to the entity which has submitted bid. All submitted documents must be consistent with official name of bidding entity, FEIN and NYS Vendor ID number.

### 3.3 Proposal Preparation

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

### 3.4 Packaging of RFP Response

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

1. **Technical** – Three originals and three exact copies, each one 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 (CD or Thumb Drive) containing technical, administrative, and cost proposals. If there are any differences between the paper submission and the electronic submission, the paper submission shall take precedence.

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

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

1. Bidder’s complete name and address
2. Solicitation Number – 2277
3. Proposal Due Date and Time: (as indicated in Section 1.3 - Key Events)
4. Proposal for Two-Dimensional Art Conservation

Failure to complete all information on the proposal envelope and / or packages may necessitate the premature opening of the bid 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 Bidders who furnish all required information and meet the mandatory requirements will be considered.

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

OGS Financial Administration, Agency Procurement Office
Empire State Plaza, Corning Tower, 32nd Floor
Albany, NY 12242
Attn: Lee Amado
Bid # 2277

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

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

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

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

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

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

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

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

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

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

[https://empirestateplaza.ny.gov/parking](https://empirestateplaza.ny.gov/parking)
4. Evaluation and Selection Process

4.1 Proposal Evaluation

Responsive bids will be independently evaluated based upon the criteria set forth in this Section. Bids will be evaluated for best value to the State. Each Lot will be separately evaluated.

The State may request that Contractors submitting responsive bids be available for interviews. If deemed necessary by the OGS Evaluation Team, bidders must be available for telephone interviews covering the major points of their bids. Dates and times will be scheduled by the Issuing Office. The purpose is to provide an overview of the bidder (including key personnel) capabilities and experience. If applicable, Interview information will be considered in the technical scoring. Should interviews occur, each bidder and their Lead Conservator must be available to OGS during its regular hours of operation to participate in a telephone interview. The inability to contact the bidder will be reflected in the technical scoring and/or may result in rejection of the bid.

OGS reserves the right to check references or conduct site visits as part of the evaluation process.

4.2 Proposal Scoring

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

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

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

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

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

For Item C, the evaluation team will award 3.5% of possible evaluation points if proper certification declaring MWBE, SDVOB, and/or Small Business Enterprise criteria is met.

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

4.2.1 Evaluation Items

A. Operational Work Plans & Methodology  
(30%)

Each Bid will be evaluated to the extent that the Bidder’s operational work plans and methodology meet and/or exceed the requirements of the solicitation.

B. Company & Personnel Experience  
(36.5%)

Each Bid will be evaluated to the extent that the Bidder’s company and personnel (including subcontractor) experience meet and/or exceed the requirements of the solicitation.

C. MWBE, SDVOB or SBE Status  
(3.5%)

Bidders that are New York certified Minority or Women Owned business, a New York State small business, or a New York State certified Service-Disabled Veteran-Owned Business will receive an additional 3.5% for such status.

1. The Bidder is a New York State Certified Minority-Owned Business or
2. The Bidder is a New York State Certified Women-Owned Business or
3. The Bidder is a New York State Certified Service-Disabled Veteran-Owned Business or
4. The Bidder is a Small Business as defined in Executive Law Section 310(20)
**Note:** Although a Bidder may meet more than one criteria, credit is to be awarded for only one category, not multiple categories.

**D. Cost**

(30%)

**Attachment 1 - Cost Proposal Form** will be evaluated in relation to all cost proposals submitted for each lot. The lowest grand total cost will receive the maximum points and all other proposals will receive proportional points based on the formula: low bid/ bid being evaluated X category weight (30). This cost is for evaluation purposes only.

### 4.3 Notification of Award

After the evaluation, all Bidders will be notified of the name of the Selected Bidder(s). The Selected Bidder(s) will be notified that their submitted bid has been selected and that a contract will be forthcoming for execution. The original bid, and any additions or deletions to the bid, 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 solicitation is being released by the New York State Office of General Services Division of Financial Administration on behalf of the OGS Curatorial and Visitor Services.

5.2 Method of Award
One contract shall be awarded per lot under this solicitation. Should the same contractor be awarded both lots, a single contract may be awarded. Contracts will be awarded to the responsive and responsible Bidder affording the best value to the State. Best value shall be determined by 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 bidder(s) will be delivered to the successful bidder(s) 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(s).

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

5.3 Price
Bidders are required to submit pricing using Attachment 1 - Cost Proposal Form.

Pricing must be in accordance with the cost proposal form (subject to annual adjustments per Section 5.5). Bid prices shall be inclusive of all labor, licenses, insurance, travel*, training, administrative costs, overhead and profit, sustenance, lodging and employee benefits. Travel costs shall not be applied to any invoice for services in Albany, NY.

* All travel costs are to be included in the bid price for Item I. Item II travel expenses will be handled in accordance with Item II - Additional Services detailed below.

- **Item I – Inspections and Routine Maintenance** – shall be represented as a price per report as described in Section 2.6 - Inspections and Routine Maintenance
- **Item II – Additional Services** – shall be represented as an hourly rate for both Conservator and Technician, Attachment 1 – Cost Proposal Form uses an estimated number of annual hours for each title for evaluation purposes only.
  a. **Conservator Rate** - Shall be represented as the Contractors’ amount per Conservator hour for labor
  b. **Technician Rate** - Shall be represented as the Contractors’ amount per Technician hour for labor
  c. **Per Trip Rate** - Shall be represented as the Contractors’ amount per person per OGS requested round-trip. This shall include travel expenses plus employee’s time while in transit. This does not include meals and overnight lodging which shall be paid at the New York State rate. *Note: Reimbursement for contractor’s meals/lodging expenses, where applicable and approved in writing by OGS, are subject to the guidelines set by the New York State Office of the Comptroller. These limitations, including the current available rates, may be found at the following web site: [http://www.osc.state.ny.us/agencies/travel/travel.htm](http://www.osc.state.ny.us/agencies/travel/travel.htm)

For the purposes of invoicing Additional Services work, whether conservator or technician rates are to be applied is determined by the qualifications of Contractor’s personnel as defined in Section 2.5.

The hourly rates will be fixed for the first year and adjusted according to Section 5.5 – Price Adjustment (Escalation/De-escalation). For purposes of evaluating bids 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.

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
The contract resulting from this solicitation will become effective 30 days post upon OSC Approval and will continue for a term of five years.

5.5 Price Adjustment (Escalation / De-escalation)
This clause will apply to all items on the Cost Proposal Form (Attachment 1), the Contractor shall be paid the price in effect on the original treatment approval date.

The Contractor is to submit a bid that will be fixed for one year only. On each anniversary date of the contract, the Contractor may be granted an increase or decrease in their bid, dependent upon fluctuations in the Consumer Price Index for All Items, (Northeast Urban), as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Visit their website at http://www.bls.gov/data/.

The ‘base’ month for determining adjustments will be the third month prior to the start date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month CPI for each applicable year and will become effective in the anniversary month. For example, if the contract is awarded in August 2020, the ‘base’ month will be May. If the contract allows for an adjustment after the first year, it would be based on the difference between the May 2020 CPI and the May 2021 CPI and become effective in August 2021.

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

Requests should be sent to the primary designated contact or mailed to:
NYS Office of General Services
Financial Administration, Contract Unit
Corning Tower, 32nd Floor, Empire State Plaza,
Albany, New York 12242.

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

5.6 Method of Payment
For Items I and II, payment will be issued on a per job basis upon completion and acceptance by OGS.

For Item III, payment will be issued on a per job basis upon completion and written acceptance by OGS. Payment will be based upon the hours worked and the titles of the workers, materials purchased, and subcontractor receipts. Invoices for materials, subcontractor services, and shipping costs must include copies of itemized receipts. Invoices that do not contain the above information will be returned to the contractor and will not be due or owed until a corrected invoice is received.

5.7 Invoicing
Upon satisfactory completion, inspection and approval by the OGS Curatorial & Visitor Services, an invoice shall be submitted to the OGS Business Services Center – Accounts Payable Unit for payment.
Invoices will be processed in accordance with established procedures of OGS 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:

1. A unique invoice number
2. Contract Number (OGS01-C00XXXX-1140000)
3. Contractor’s New York State Supplier ID
4. Purchase Order Number
5. PO Line Number and Description
6. Specified information relative to payment
   a. Date of Service
   b. Name of Art Work
   c. Description or type of service performed
   d. Actual hours worked (for Additional Services)
   e. Names and titles of staff who performed services

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:

Business Service Center Accounts Payable - or payable@ogs.ny.gov
1220 Washington Ave., Building 5, 5th Floor
Albany, NY 12226

Also, a copy of the invoice and reports must be forwarded to the Director of OGS Curatorial and Visitor Services.

5.8 Electronic Payment

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and the State Comptroller. Payment for invoices submitted by the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Information is available at the following website: http://www.sfs.ny.gov/index.php/vendors, by e-mail at Helpdesk@sfs.ny.gov, or by phone at 518-457-7717. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

5.9 Exceptions and Extraneous Terms

The Issuing Office will consider all requests to waive any solicitation requirement. The Term “solicitation requirement” as used herein shall include all terms and conditions included in the solicitation documents. Bidders should be aware that failure to obtain a waiver of any solicitation requirement in advance of bid submission, and/or inclusion of extraneous terms in the form of exceptions, assumptions, qualifiers, ranges, modifications, etc. with bid submission, may result in rejection of Bidder’s proposal and disqualification from the bidding process.
Bidders wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the ‘Questions Due Date’ as identified in Section 1.3 - Key Events. The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either with the ‘Answers to Questions’ as identified in Key Events (if the response results in a change to the solicitation), or directly to the requesting vendor.

5.10 Dispute Resolution

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

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

5.11 Rules of Construction

Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, a singular word shall include the plural and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms “hereby,” “hereof,” “hereeto,” “herein,” “hereunder,” and any similar terms, as used in this RFP, refer to this RFP.
5.12 Examination of Contract Documents
1. Each Bidder is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.

2. Each Bidder shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the State as an excuse for any failure or omission on the part of the Bidder to fulfill every detail of all the requirements of the documents governing the work. The Bidder, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such bidder might have fully informed itself prior to bidding.

3. Any Bidder in doubt as to the true meaning of any part of the specification or the proposed contract documents shall submit to Lee Amado, Division of Financial Administration, 32nd Floor, Corning Tower Building, Empire State Plaza, Albany, New York 12242 e-mail: Lee.Amado@ogs.ny.gov a written request for an interpretation thereof. If a major change is involved to which all bidders must be informed, such request for interpretation shall be delivered, in writing, no later than question due date listed in Section 1.3 - Key Events. Any interpretation of the proposed documents will be made only by an addendum duly issued.

4. Any addendum issued prior to the bid due date must be acknowledged by signature, dated and be submitted as part of the Administrative Proposal. In awarding a contract, any addenda will become a part thereof.

5. Any verbal information obtained from, or statements made by, representatives of the Commissioner of General Services at the time of examination of the documents, pre-bid conference, or site visit shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, to all Bidders shall become a part of the contract.

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

5.14 Procurement Rights
The State of New York reserves the right to:
1. Reject any and all bids received in response to this Solicitation.
2. Disqualify a Bidder from receiving the award if the Bidder, or anyone in the Bidder's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Correct Bidders' mathematical errors and waive or modify other minor irregularities in bids received, after prior notification to the Bidder.
4. Adjust any Bidder's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Bidder will cause the State to incur additional costs.
5. Utilize any and all ideas submitted in the bids received.
6. Negotiate with Bidders responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.

7. Begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification.

8. Waive any non-material requirement not met by all Bidders.

9. Not make an award from this Solicitation.

10. Make an award under this Solicitation in whole or in part.

11. Make multiple contract awards pursuant to the Solicitation.

12. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.

13. Seek clarifications of bids.

14. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the solicitation.

15. Prior to the bid opening, amend the solicitation specifications to correct errors or oversights, or to supply additional information, as it becomes available.

16. Waive any requirements that are not material.

17. If two or more bids are found to be substantially equivalent, the Commissioner of OGS, at their sole discretion, will determine award using the pre-established process. For best value procurements, cost will be the determining factor.

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

6.1 Appendix A / Order of Precedence

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

1. Appendix A (dated October 2019)
2. Contract Agreement
3. OGS RFP Number 2277 (This Document) Including any Addenda
4. Selected Contractor’s Bid

6.2 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.

6.3 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: https://ogs.ny.gov/acpl

6.4 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 pertaining to the privacy and/or security of personal and confidential information.

6.5 Ethics Compliance

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

6.6 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: [https://tax.ny.gov/](https://tax.ny.gov/)

6.7 Freedom of Information Law / Trade Secrets

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

6.8 General Requirements

1. The Bidder agrees to adhere to all State and Federal laws and regulations in connection with the contract.

2. The Bidder agrees to notify OGS of any changes in the legal status or principal ownership of the firm, 45 days in advance of said change.

3. The Bidder agrees that in any contract resulting from this solicitation it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.

4. The Bidder agrees that any contract resulting from this solicitation may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of OGS.

5. For reasons of safety and public policy, in any contract resulting from this solicitation, 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.

6. For purposes of any contract resulting from this solicitation, 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.

7. OGS interpretation of specifications shall be final and binding upon the Contractor.

8. 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.

9. 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.

10. INSPECTION – For purposes of any contract resulting from this solicitation 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.

11. STOP WORK ORDER – OGS reserves the right to stop the work covered by this solicitation 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.

12. 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.

13. It is the Contractor’s responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
14. OGS reserves the right to reject and bar from the facility any employee hired by the Contractor.

### 6.9 Subcontractors

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the solicitation and the contract resulting from the solicitation. When bidding, any known / planned use of subcontractors must be disclosed in detail with bid submission. If subcontractors are to be used for base scope services, it shall be understood that the bid price includes the cost of the subcontractor and no additional markups will be allowed. If subcontractors are to be used for Additional Services, they will be subject to the Additional Services clause (see **Section 2.7 – Additional Services**), and associated markup provision herein.

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

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

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

During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to Director and Assistant Director/Chief Curator of OGS Curatorial & Visitor Services or their designee, Governor Nelson A. Rockefeller Empire State Plaza, Room 120 Concourse, Albany, New York 12242, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as the Director and Assistant Director/Chief Curator of OGS Curatorial & Visitor Services may require concerning the proposed subcontractor’s ability and qualifications.

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

1. The Contractor shall procure goods and services using commercially reasonable and prudent practices to obtain the most favorable price and terms. The Contractor will make his/her best efforts and shall document same to obtain written proposals or bids from at least three responsible service providers before selecting the best price and terms. Prior OGS approval is required for all Additional Services. The following conditions apply to competitive bidding for subcontracted additional services:
   
   a) Each bid will be solicited in a form and manner conducive to uniformity in all bids. The Contractor will maintain documentation of the solicitation and results.

   b) If the Contractor desires to accept other than the lowest bidder, or where competitive bids are not possible, adequate justification must be provided to the State for required prior approval.

   c) The OGS shall be free to accept or reject any proposal/subcontract submitted for State’s approval, and Contractor shall provide OGS with copies of all documentation OGS may request in relation to such approval rights.
6.10 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.

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

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

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

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

OSC provides direct support for the VendRep System through user assistance, documents, online help, and 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.

6.13 **New York State Vendor File Registration**

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

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

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

6.15 Force Majeure

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

6.16 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, bidders for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, 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.
6.17 Sexual Harassment Prevention

Pursuant to N.Y. State Finance Law § 139-1, 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/combatting-sexual-harassment-workplace/employers.

Pursuant to N.Y. State Finance Law § 139-1, 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.

6.18 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/

Bidders/Contractors are 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.
6.19 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 New York State Chief Information Security Office, the Department of State Division of Consumer Protection, the Attorney General’s Office or any consuming reporting agencies of a breach of the information security system or concerning any determination to delay notification for law enforcement investigations.
- Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.
- This policy and procedure shall not impair the ability of the Attorney General to bring an action against the Contractor to enforce all provisions of the ISBNA or limit the Contractor’s liability for any violations of the ISBNA.
APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th></th>
<th>Clause</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Executory Clause</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>Non-Assignment Clause</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>Comptroller’s Approval</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>Workers’ Compensation Benefits</td>
<td>3</td>
</tr>
<tr>
<td>5</td>
<td>Non-Discrimination Requirements</td>
<td>3</td>
</tr>
<tr>
<td>6</td>
<td>Wage and Hours Provisions</td>
<td>3-4</td>
</tr>
<tr>
<td>7</td>
<td>Non-Collusive Bidding Certification</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>International Boycott Prohibition</td>
<td>4</td>
</tr>
<tr>
<td>9</td>
<td>Set-Off Rights</td>
<td>4</td>
</tr>
<tr>
<td>10</td>
<td>Records</td>
<td>4</td>
</tr>
<tr>
<td>11</td>
<td>Identifying Information and Privacy Notification</td>
<td>4</td>
</tr>
<tr>
<td>12</td>
<td>Equal Employment Opportunities For Minorities and Women</td>
<td>4-5</td>
</tr>
<tr>
<td>13</td>
<td>Conflicting Terms</td>
<td>5</td>
</tr>
<tr>
<td>14</td>
<td>Governing Law</td>
<td>5</td>
</tr>
<tr>
<td>15</td>
<td>Late Payment</td>
<td>5</td>
</tr>
<tr>
<td>16</td>
<td>No Arbitration</td>
<td>5</td>
</tr>
<tr>
<td>17</td>
<td>Service of Process</td>
<td>5</td>
</tr>
<tr>
<td>18</td>
<td>Prohibition on Purchase of Tropical Hardwoods</td>
<td>5-6</td>
</tr>
<tr>
<td>19</td>
<td>MacBride Fair Employment Principles</td>
<td>6</td>
</tr>
<tr>
<td>20</td>
<td>Omnibus Procurement Act of 1992</td>
<td>6</td>
</tr>
<tr>
<td>21</td>
<td>Reciprocity and Sanctions Provisions</td>
<td>6</td>
</tr>
<tr>
<td>22</td>
<td>Compliance with Breach Notification and Data Security Laws</td>
<td>6</td>
</tr>
<tr>
<td>23</td>
<td>Compliance with Consultant Disclosure Law</td>
<td>6</td>
</tr>
<tr>
<td>24</td>
<td>Procurement Lobbying</td>
<td>7</td>
</tr>
<tr>
<td>25</td>
<td>Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors</td>
<td>7</td>
</tr>
<tr>
<td>26</td>
<td>Iran Divestment Act</td>
<td>7</td>
</tr>
<tr>
<td>27</td>
<td>Admissibility of Contract</td>
<td>7</td>
</tr>
</tbody>
</table>
STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

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

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

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of
$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor’s equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development’s Division of Minority and Women’s Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain.

NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.
24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

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

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

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

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

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

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.
Solicitation 2277

Appendix B – Required Forms
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
Contractor Information

Solicitation Number 2277

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).

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name</td>
<td>Title</td>
</tr>
<tr>
<td>Company Name</td>
<td></td>
</tr>
<tr>
<td>Federal ID Number</td>
<td>NYS Vendor ID Number</td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>Ext</td>
</tr>
<tr>
<td>Fax Number</td>
<td>Toll Free Fax Number</td>
</tr>
<tr>
<td>Email of Designated Contact</td>
<td></td>
</tr>
</tbody>
</table>

Please identify if any of the following apply:

<table>
<thead>
<tr>
<th>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.</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>New York State Certified Minority Owned Business</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>New York State Certified Woman Owned Business</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>New York State Certified Service-Disabled Veteran-Owned Business</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Will New York State Businesses be used in the performance of this contract?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>If yes, identify New York State Business(es) that will be used; (Attach identifying information).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does your proposal meet all the requirements of this solicitation?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Is your firm making a claim that any portions of its bid should be exempt from release under the Freedom of Information Law, as they constitute trade secrets, or information the disclosure of which would cause a substantial injury to your firm’s competitive position? (Please review the clause entitled “Freedom of Information Law / Trade Secrets” of this Solicitation before answering).</td>
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<td></td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
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</tbody>
</table>

If “Yes”, please identify the specific portions of your bid for which you are claiming this exemption, and the reasons for such claimed exemption. Attach additional sheets, if necessary.
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: ______________________________
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).

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Date</th>
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<tbody>
<tr>
<td>Print Name</td>
<td>Title</td>
</tr>
<tr>
<td>Company Name</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>State Zip</td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
</tbody>
</table>
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 |

If yes, please answer questions 2-4 before proceeding to question 5. If no, please go to question 5.

### 2. Was the basis for the finding of 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 certify that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

Authorized Signature Date

Print Name Title

Company Name

Address

City State Zip

Procurement Lobbying Termination

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

Nondiscrimination In Employment In Northern Ireland
Macbride Fair Employment Principles

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

1. have business operations in Northern Ireland  No  Yes  , and if yes:

2. shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles.

Non-Collusive Bidding Certification

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

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

Diesel Emission Reduction Act

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

The Law may be applicable to vehicles used by contract vendors “on behalf of” State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations
set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy duty vehicles, as defined in the Law, to be used under this contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

**Executive Order No. 177 Certification**

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

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

Generally, the Human Rights Law applies to:

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

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

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

**State Finance Law § 139-I Certification**

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

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

**Small Business Certifications**

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

For purposes of New York State Finance Law § 163(1)(j), the contractor certifies that it:
☐ IS NOT a Small Business as defined in New York State Executive Law § 310(20).
☐ IS a Small Business as defined in New York State Executive Law § 310(20).

“Small Business” is defined under New York State Executive Law § 310(20) as a business that:
A. has a significant business presence in New York demonstrated through one of the following:
   1. pays taxes in New York State, or
   2. purchases New York State products or materials, or
   3. has any payroll in New York State
B. is independently owned and operated;
C. is not dominant in its field; and,
D. employs less than 300 persons.

State Finance Law § 163(6) (Authorizes Discretionary Purchases of Commodities or Services from Small Business Concerns)
For purposes of New York State Finance Law § 163(6), the contractor certifies that it:

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

“Small Business Concern” or “Small Business” is defined under New York State Finance Law § 160(8) as a business that:
A. is resident in New York State;
B. is independently owned and operated;
C. is not dominant in its field; and
D. employs 100 or less persons.

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

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name</td>
<td>Title</td>
</tr>
<tr>
<td>Company Name</td>
<td></td>
</tr>
<tr>
<td>D/B/A – Doing Business As (if applicable)</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
</tbody>
</table>
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)

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

<table>
<thead>
<tr>
<th>Contractor's principal place of business</th>
<th>City</th>
<th>State</th>
<th>ZIP code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor's mailing address (if different than above)</td>
<td>City</td>
<td>State</td>
<td>ZIP code</td>
</tr>
<tr>
<td>Contractor's federal employer identification number (EIN)</td>
<td>Contractor's sales tax ID number (if different from contractor's EIN)</td>
<td>Contractor's telephone number</td>
<td></td>
</tr>
<tr>
<td>Covered agency or state agency</td>
<td>Contract number or description</td>
<td>Covered agency telephone number</td>
<td></td>
</tr>
<tr>
<td>Covered agency address</td>
<td>City</td>
<td>State</td>
<td>ZIP code</td>
</tr>
</tbody>
</table>

Is the estimated contract value over the full term of the contract (but not including renewals) more than $100,000?

| Yes | No | Unknown at this time |

**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

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**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.

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**Need help?**

Visit our Web site at [www.tax.ny.gov](http://www.tax.ny.gov)
- get information and manage your taxes online
- check for new online services and features

**Telephone assistance**

Sales Tax Information Center: (518) 485-2889

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

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

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

__________________________________________  ______________________________________
(name) (sign before a notary public) (title)

I, _____________________________, hereby affirm, under penalty of perjury, that I am _____________________________ of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.
Schedule A – Listing of each entity (contractor, affiliate, or subcontractor) exceeding $300,000 cumulative sales threshold

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

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relationship to contractor</td>
<td>Name</td>
<td>Address</td>
<td>Federal ID number</td>
<td>Sales tax ID number</td>
<td>Registration in progress</td>
</tr>
</tbody>
</table>

Column A – Enter C in column A if the contractor; A if an affiliate of the contractor; or S if a subcontractor.

Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner’s given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of the entity’s principal place of business. Do not enter a PO box.

Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.

Column E – Sales tax ID number - Enter only if different from federal EIN in column D.

Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.
Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF
:

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 ____________________________, 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 ____________________________, 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. ____________________________
New York State Department of Taxation and Finance

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

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

<table>
<thead>
<tr>
<th>Contractor name</th>
<th>For covered agency use only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor’s principal place of business</td>
<td>Contract number or description</td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
<tr>
<td>Contractor’s mailing address (if different than above)</td>
<td></td>
</tr>
<tr>
<td>Contractor’s federal employer identification number (EIN)</td>
<td>Contractor’s sales tax ID number (if different from contractor’s EIN)</td>
</tr>
<tr>
<td>Contractor’s telephone number</td>
<td>Covered agency name</td>
</tr>
<tr>
<td>Covered agency address</td>
<td>Covered agency telephone number</td>
</tr>
</tbody>
</table>

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:

☐ 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  
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 ______________________________ , 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 ______________________________ , 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** - A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

**ISLANDER**

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

**NATIVE** (Not of Hispanic Origin)

EEO100_Instructions Rev02
SUBMIT WITH BID OR PROPOSAL or within a reasonable time thereafter as requested by OGS, but prior to Contract Award.

<table>
<thead>
<tr>
<th>Solicitation No.:</th>
<th>Reporting Entity:</th>
<th>FEIN:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2277</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Contractor
- Subcontractor

Report includes Contractor’s
- Contractor’s work force to be utilized on this contract
- Contractor’s total work force

- Subcontractor’s work force to be utilized on this contract
- Subcontractor’s total work force

**Contractor/Subcontractor’s Name:**

**Contractor/Subcontractor’s Address:**

**Enter the total number of employees for each classification:**

<table>
<thead>
<tr>
<th>EEO Job Category</th>
<th>Total Work Force</th>
<th>Work force by Gender</th>
<th>Work force by Race/Ethnic Identification</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Total Male (M)</td>
<td>Total Female (F)</td>
<td>White (M)</td>
</tr>
<tr>
<td>Executive/Senior level Officials &amp; Managers</td>
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<tr>
<td>First/Mid-level officials &amp; Managers</td>
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<tr>
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<tr>
<td>Technicians</td>
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<tr>
<td>Sales Workers</td>
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<tr>
<td>Administrative Support Workers</td>
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<tr>
<td>Craft Workers</td>
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<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PREPARED BY (Signature):**

**EMAIL ADDRESS:**

**DATE:**

**NAME AND TITLE OF PREPARER (Print or Type):**
Appendix C

Sample Contract

Solicitation No. 2277
STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
AGREEMENT FOR
TWO-DIMENSIONAL ART CONSERVATION SERVICES
FOR THE EMPIRE STATE PLAZA ART COLLECTION
IN ALBANY, NY WITH
(CONTRACTOR)

CONTRACT #OGS1-C00XXXX-1140000

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

WITNESSETH:

WHEREAS, the OGS is responsible for maintaining the artwork (hereinafter the “State Office Building”) and in fulfilling its responsibility deems it necessary to obtain two-dimensional art conservation services therefore, and

WHEREAS, OGS has determined after having solicited bids from bidders willing to supply these services, that the Contractor submitted the bid affording the State the best value for such services and that the Contractor possesses the necessary capacity, experience and expertise for provision of two-dimensional art conservation services, and that Contractor is ready, willing and able to perform such services on the terms hereinafter set forth.

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

1. CONSIDERATION

OGS shall pay the Contractor for all Two-Dimensional Art Conservation fees and other fees and expenses in accordance with the amounts and rates put forth in the Contractor’s bid attached hereto as Appendix "C", which Appendix C is hereby incorporated by reference and made a part hereof as fully as if set forth as length herein. This contract will be established with a not to exceed value of $__________. Services performed beyond this amount will not be compensated.

2. TERM

New York State – Office of General Services
RFP 2277- Two-Dimensional Art Conservation
Appendix C- Sample Contract
This Agreement shall become effective upon OSC approval and will be in effect for five years, unless sooner terminated as herein specified.

3. SERVICES

The Contractor agrees to perform this Agreement and to furnish the services, labor and materials required in connection therewith in accordance with all the specifications, conditions, covenants and representations contained in the Request for Proposals No. 2277, which is annexed as Appendix "B" hereto, and the Contractor's bid, annexed as Appendix "C" hereto, except as such Appendices B and C have been revised by the terms hereof. Appendix B is hereby incorporated by reference and made a part hereof with the same force and effect as if set forth at length herein.

4. TERMINATION

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

A) Termination

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

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

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

B) Procurement Lobbying Termination

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

C) Effect of Termination

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

5. RECORDS

The Contractor will maintain accurate records and accounts of services performed and monies expended under this Agreement. Such records will be maintained for six 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 #2277 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 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 New York State Chief Information Security Office, the Department of State Division of Consumer Protection, the Attorney General’s Office or any consuming reporting agencies of a breach of the information security system or concerning any determination to delay notification for law enforcement investigations.
• Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.

• This policy and procedure shall not impair the ability of the Attorney General to bring an action against the Contractor to enforce all provisions of the ISBNA or limit the Contractor's liability for any violations of the ISBNA.

21. CONTRACTOR RESPONSIBILITY

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

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

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

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.
CONTRACT NO. C00XXXX

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

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

(Company Name) THE PEOPLE OF THE STATE OF NEW YORK

By: _______________________________ By: _______________________________
   Name: ___________________________ Name: ___________________________
   Title: ____________________________ Title: ____________________________
   Federal I.D. No.: ________________ Date: ____________________________

APPROVED AS TO FORM APPROVED

Attorney General State Comptroller
INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF } 

: SS.: 

COUNTY OF } 

On the ___ day of ___________________ in the year 20 __ , before me personally appeared __________________________, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at __________________________________________________________., Town of____________________________________________, County of_______________________________., State 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 Proposals #2277
'Sample Contract
Appendix C

Contractor’s Bid
RFP 2277

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:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Proof of Coverage is Due</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commercial General Liability</strong></td>
<td>$2,000,000 each occurrence</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$4,000,000</td>
</tr>
<tr>
<td><strong>Products – Completed Operations Aggregate</strong></td>
<td>$4,000,000</td>
</tr>
<tr>
<td><strong>Personal and Advertising Injury</strong></td>
<td>$1,000,000</td>
</tr>
<tr>
<td><strong>Medical Expenses Limit</strong></td>
<td>$10,000</td>
</tr>
<tr>
<td><strong>Business Automobile Liability Insurance</strong></td>
<td>$1,000,000 each occurrence</td>
</tr>
</tbody>
</table>

* OGS will be responsible for procuring insurance for the disassembly, transportation, and/or reassembly of paintings. The contractor must notify OGS when disassembly, transportation, and/or reassembly is to occur no fewer than 4 weeks prior.

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. **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.

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

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

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

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

Proof of Compliance with Workers’ Compensation Coverage Requirements:

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

Proof of Compliance with Disability Benefits Coverage Requirements:

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


Contractor acknowledges that failure to obtain and/or keep in effect any or all required insurance on behalf of OGS constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to OGS. **Contractor’s failure to obtain and/or keep in effect any or all required insurance shall also provide the basis for OGS’ immediate termination of any contract resulting from**
this Solicitation, subject only to a five (5) business day cure period. Any termination by OGS under this section shall in no event constitute or be deemed a breach of any contract resulting from this Solicitation and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.
Appendix E – M/WBE and EEO Requirements
CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

I. New York State Law

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

II. General Provisions

A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for MWBEs. Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State, or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, suspension or termination of the Contract, and/or such other actions or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over $25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.

1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.
2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor’s equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

B. Form EEO 100 – Staffing Plan

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

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

1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.

2. Separate forms shall be completed by Contractor and all subcontractors.

3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

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

IV. Contract Goals

A. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers, or suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women’s Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
B. Good Faith Efforts

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

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.

2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.

3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.

4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.

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

6. Other information deemed relevant to the request.

V. Fraud

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

ALL FORMS ARE AVAILABLE AT: https://ogs.ny.gov/mwbe/forms
RFP 2277

Exhibit 1 – Lot 1- Governor Nelson A Rockefeller Empire State Plaza Art Collection/Harlem Collection
## GOVERNOR NELSON A. ROCHESTER EMPIRE STATE PLAZA ART COLLECTION

Accessioned from 1966-1973, this portion of the collection contains 45 monumental works of postwar art.

<table>
<thead>
<tr>
<th>ARTIST</th>
<th>TITLE &amp; DATE</th>
<th>LOCATION</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard Anuskiewicz (b.1930)</td>
<td>Grand Spectra, 1968</td>
<td>North Concourse</td>
<td>acrylic on canvas</td>
</tr>
<tr>
<td>Ilya Bolotowsky (1907-1981)</td>
<td>Large Tondo, 1969</td>
<td>North Concourse</td>
<td>acrylic on canvas</td>
</tr>
<tr>
<td>Calvert Coggeshall (1907-1990)</td>
<td>Touching, 1968</td>
<td>North Concourse</td>
<td>casein on canvas</td>
</tr>
<tr>
<td>Nassos Daphnis (1914-1941)</td>
<td>2-69, 1968</td>
<td>South Concourse</td>
<td>epoxy paint on canvas</td>
</tr>
<tr>
<td>Gene Davis (1920-1985)</td>
<td>Sky Wagon, 1969</td>
<td>South Concourse</td>
<td>acrylic on canvas</td>
</tr>
<tr>
<td>Bob Duran (b.1938)</td>
<td>Untitled, 1970</td>
<td>North Concourse</td>
<td>acrylic on canvas</td>
</tr>
<tr>
<td>Helen Frankenthaler (1928-2011)</td>
<td>Capri, 1967</td>
<td>Tower, Lobby</td>
<td>acrylic on canvas</td>
</tr>
<tr>
<td>Fritz Glarner (1899-1972)</td>
<td>Untitled, 1968</td>
<td>Justice Building</td>
<td>oil on canvas</td>
</tr>
<tr>
<td>Robert Goodnough (1917-2010)</td>
<td>Struggle, 1966-67</td>
<td>North Concourse</td>
<td>charcoal, acrylic, and oil on canvas</td>
</tr>
<tr>
<td>Philip Guston (1913-1980)</td>
<td>Smoker, 1963</td>
<td>North Concourse</td>
<td>oil on canvas</td>
</tr>
<tr>
<td>Grace Hartigan (1922-2008)</td>
<td>The-Thé #1, 1962</td>
<td>Tower, Lobby</td>
<td>oil on canvas</td>
</tr>
<tr>
<td>Al Held (1928-2002)</td>
<td>Untitled, 1969-70</td>
<td>South Concourse</td>
<td>acrylic on canvas</td>
</tr>
<tr>
<td>Ellsworth Kelly (1923-2015)</td>
<td>Primary Tapestry, 1968</td>
<td>OGS Storage</td>
<td>handwoven wool, currently off view/requires major conservation</td>
</tr>
<tr>
<td>Franz Kline (1910-1962)</td>
<td>charcoal Black and Tan, 1959</td>
<td>Tower, Lobby</td>
<td>oil on canvas</td>
</tr>
<tr>
<td>Nicholas Krushenick (1929-1999)</td>
<td>Faster Than Sunshine, 1968</td>
<td>Agency 1 Plaza</td>
<td>acrylic on canvas</td>
</tr>
<tr>
<td>Morris Louis (1912-1962)</td>
<td>Alphé Series IV, 1960</td>
<td>South Concourse</td>
<td>acrylic on canvas</td>
</tr>
<tr>
<td>Alvin D. Loving, Jr (1935-2005)</td>
<td>New Morning I, 1973</td>
<td>South Concourse</td>
<td>acrylic on canvas</td>
</tr>
<tr>
<td>Sven Lukin (b.1934)</td>
<td>Untitled, 1969</td>
<td>South Concourse</td>
<td>enameled on wood</td>
</tr>
<tr>
<td>Conrad Marca-Relli (1913-2000)</td>
<td>Black Rock, 1958</td>
<td>North Concourse</td>
<td>oil and canvas on canvas</td>
</tr>
<tr>
<td>Robert Motherwell (1915-1991)</td>
<td>Burnt Sienna, 1968</td>
<td>North Concourse</td>
<td>oil and acrylic on canvas</td>
</tr>
<tr>
<td>Kenneth Noland (1924-2010)</td>
<td>Via Ocche, 1968</td>
<td>South Concourse</td>
<td>acrylic on canvas</td>
</tr>
<tr>
<td>David Novros (b.1941)</td>
<td>Untitled, 1968</td>
<td>North Concourse</td>
<td>acrylic lacquer on fiberglass</td>
</tr>
<tr>
<td>William Pettit (b.1942)</td>
<td>Untitled, 1968</td>
<td>North Concourse</td>
<td>acrylic on canvas</td>
</tr>
<tr>
<td>Jackson Pollock (1912-1956)</td>
<td>Number 12, 1952, 1952</td>
<td>Tower, Lobby</td>
<td>mixed media</td>
</tr>
<tr>
<td>Mark Rothko (1903-1970)</td>
<td>Untitled, 1967</td>
<td>Tower, Lobby</td>
<td>oil on canvas</td>
</tr>
<tr>
<td>Edwin Ruda (1922-2014)</td>
<td>Tuscumsett, 1969</td>
<td>North Concourse</td>
<td>acrylic on canvas</td>
</tr>
<tr>
<td>Ludwig Sander (1906-1975)</td>
<td>Pawnee IV, 1968</td>
<td>North Concourse</td>
<td>oil on canvas</td>
</tr>
<tr>
<td>Theodoros Stamos (1922-1997)</td>
<td>Iberian Sun Box, 1967</td>
<td>North Concourse</td>
<td>oil on canvas</td>
</tr>
<tr>
<td>Clifford Still (1904-1980)</td>
<td>1964 (PH-558), 1964</td>
<td>Tower, Lobby</td>
<td>oil on canvas</td>
</tr>
<tr>
<td>James Sullivan (b.1939)</td>
<td>Soljourne, 1969</td>
<td>North Concourse</td>
<td>aquatint on canvas</td>
</tr>
<tr>
<td>William T. Williams (b.1942)</td>
<td>sweets Crane, 1969</td>
<td>North Concourse</td>
<td>acrylic on canvas</td>
</tr>
<tr>
<td>Jack Youngerman (b.1926)</td>
<td>Eastward, 1967</td>
<td>Agency 3 Plaza</td>
<td>acrylic on canvas</td>
</tr>
<tr>
<td>Larry Zox (1937-2006)</td>
<td>Gemini Series I, 1968</td>
<td>North Concourse</td>
<td>acrylic on canvas</td>
</tr>
</tbody>
</table>

## NEW YORK STATE HARLEM ART COLLECTION:

Accessioned in 1976, this collection contains 119 works.

<table>
<thead>
<tr>
<th>ARTIST</th>
<th>TITLE &amp; DATE</th>
<th>LOCATION</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benny Andrews</td>
<td>War Study No. 5, 1968-70</td>
<td>OGS Storage</td>
<td>oil on canvas collage, in two parts</td>
</tr>
<tr>
<td>Luis Cruz Azaceta</td>
<td>The Jungle, 1975, 1/3</td>
<td>Conservation</td>
<td>oil on canvas and glued subway map</td>
</tr>
<tr>
<td>Luis Cruz Azaceta</td>
<td>The Jungle, 1975, 2/3</td>
<td>Conservation</td>
<td></td>
</tr>
<tr>
<td>Luis Cruz Azaceta</td>
<td>The Jungle, 1975, 3/3</td>
<td>Conservation</td>
<td></td>
</tr>
<tr>
<td>Abdullah Aziz</td>
<td>South African Women, 1967</td>
<td>NA</td>
<td>woodcut on paper</td>
</tr>
<tr>
<td>Anthony Barboza</td>
<td>Fadisouch, Senegal, 1972 (printed in 1977)</td>
<td>OGS Storage</td>
<td>silver gelatin print</td>
</tr>
<tr>
<td>Anthony Barboza</td>
<td>Norman Lewis, Painter, 1977</td>
<td>OGS Storage</td>
<td>silver gelatin print</td>
</tr>
<tr>
<td>Tony Bechara</td>
<td>Xanadu, 1974</td>
<td>Conservation</td>
<td>acrylic on canvas</td>
</tr>
<tr>
<td>Dawoud Bey</td>
<td>In the Streets of Our Future Becoming, 1976</td>
<td>OGS Storage</td>
<td>silver gelatin print</td>
</tr>
<tr>
<td>Charles Bible</td>
<td>Funny, nd</td>
<td>OGS Storage</td>
<td>oil on masonite</td>
</tr>
<tr>
<td>David Bowser</td>
<td>Very Tormented (triptych), 1974</td>
<td>Conservation</td>
<td>acrylic and pencil collage on paper</td>
</tr>
<tr>
<td>Kay Brown</td>
<td>Sister Alone in Rented Room, 1972, 15/50</td>
<td>Conservation</td>
<td>etching and aquatint</td>
</tr>
<tr>
<td>Vivian Browne</td>
<td>Littlemen No.2, nd</td>
<td>Conservation</td>
<td>oil on canvas</td>
</tr>
</tbody>
</table>

New York State – Office of General Services
RFP 2277 - Two-Dimensional Art Conservation
Exhibit 1- Lot 1- Governor Nelson A Rockefeller Empire State Plaza Art Collection/ New York State Harlem Collection
<table>
<thead>
<tr>
<th>Artist</th>
<th>Work Description</th>
<th>Year(s)</th>
<th>Techniques</th>
</tr>
</thead>
<tbody>
<tr>
<td>Viola Burley</td>
<td>The Masquerade</td>
<td>1975</td>
<td>Conservation</td>
</tr>
<tr>
<td>Roger Caban</td>
<td>Untitled II, 1975</td>
<td>OGS Storage</td>
<td>Conservation</td>
</tr>
<tr>
<td>Lennon Bernard Cameron</td>
<td>Untitled No. 4, nd, 5/76</td>
<td>OGS Storage</td>
<td>Conservation</td>
</tr>
<tr>
<td>Robert Graham Carter</td>
<td>Made in the U.S.A., nd</td>
<td>Conservation</td>
<td>Mixed media on wood board</td>
</tr>
<tr>
<td>Barbara Chase Riboud</td>
<td>Untitled, 1973-76</td>
<td>Conservation</td>
<td>Pencil on paper</td>
</tr>
<tr>
<td>Ed Clark</td>
<td>Untitled</td>
<td>Conservation</td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>Leroy Clarke</td>
<td>I Accuse, 1972</td>
<td>Conservation</td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>Orlando Condello</td>
<td>So Much Dropping Our Shadows, 1971</td>
<td>Conservation</td>
<td>Aquatint with finger etching</td>
</tr>
<tr>
<td>David Cottes</td>
<td>The Rod, 1970</td>
<td>Conservation</td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>David Cottes</td>
<td>Untitled, nd</td>
<td>Conservation</td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>Adger Cowens</td>
<td>Harlem 1958, 1958</td>
<td>OGS Storage</td>
<td>Silver gelatin print</td>
</tr>
<tr>
<td>Adger Cowans</td>
<td>Nude #22, nd</td>
<td>OGS Storage</td>
<td>Silver gelatin print</td>
</tr>
<tr>
<td>Ernest Crichtlow</td>
<td>Wailers, 1969-70</td>
<td>Conservation</td>
<td>Acrylic on masonite</td>
</tr>
<tr>
<td>Roy DeCarava</td>
<td>7th Avenue Express, 1952-53</td>
<td>OGS Storage</td>
<td>Silver gelatin print</td>
</tr>
<tr>
<td>Roy DeCarava</td>
<td>Catsup Bottles, Table and Coat, New York, 1952-53</td>
<td>OGS Storage</td>
<td>Silver gelatin print</td>
</tr>
<tr>
<td>Joseph Delaney</td>
<td>Brooklyn Dodgers Victory Parade, 1955-56</td>
<td>Conservation</td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>Ralph Downs</td>
<td>Untitled, 1976</td>
<td>Conservation</td>
<td>Pastel, charcoal, and acrylic on paper</td>
</tr>
<tr>
<td>Louis Draper</td>
<td>Boy and H, Harlem (from Playground Series), 1961</td>
<td>OGS Storage</td>
<td>Silver gelatin print</td>
</tr>
<tr>
<td>Louis Draper</td>
<td>Harlem, Approximately, 1962, 1962</td>
<td>OGS Storage</td>
<td>Silver gelatin print</td>
</tr>
<tr>
<td>Minnie Evans</td>
<td>Untitled 22, 1952</td>
<td>Conservation</td>
<td>Mixed media</td>
</tr>
<tr>
<td>Minnie Evans</td>
<td>Untitled, 1952</td>
<td>Conservation</td>
<td>Mixed media</td>
</tr>
<tr>
<td>Elton Clay Fax</td>
<td>Marketplace No. 1 Accra, 1963</td>
<td>Conservation</td>
<td>Crayon and ink on paper</td>
</tr>
<tr>
<td>Sita Gomez</td>
<td>Wrestlers, 1966</td>
<td>Conservation</td>
<td>Mixed media on wood</td>
</tr>
<tr>
<td>David Hammons</td>
<td>Dreadlock Series, 1976</td>
<td>OGS Storage</td>
<td>Hair and found objects</td>
</tr>
<tr>
<td>David Hammons</td>
<td>Untitled, No. 17, 1976</td>
<td>OGS Storage</td>
<td>Monotype (bodyprint)</td>
</tr>
<tr>
<td>Joe Harris</td>
<td>Altar for Clifford Glover, 1976</td>
<td>OGS Storage</td>
<td>Xerogram</td>
</tr>
<tr>
<td>Bill Harris</td>
<td>Special Delivery Messenger, 1975</td>
<td>Conservation</td>
<td>Watercolor, crayon and pencil on paper</td>
</tr>
<tr>
<td>Palmer C. Hayden</td>
<td>Home Sweet Home, 1930</td>
<td>Conservation</td>
<td>Watercolor on paper</td>
</tr>
<tr>
<td>Palmer C. Hayden</td>
<td>The Subway, 1960</td>
<td>Conservation</td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>Barkley Hendricks</td>
<td>Lamont: On The Case, 1976</td>
<td>OGS Storage</td>
<td>Oil and aluminum leaf on canvas</td>
</tr>
<tr>
<td>Sharon Howell-Sutton</td>
<td>First Hilltown Series I, 1974</td>
<td>Conservation</td>
<td>Aquatint with embossing</td>
</tr>
<tr>
<td>Sharon Howell-Sutton</td>
<td>First Hilltown Series II, 1974</td>
<td>Conservation</td>
<td>Aquatint with embossing</td>
</tr>
<tr>
<td>Sharon Howell-Sutton</td>
<td>Islands of Friday, 1976</td>
<td>Conservation</td>
<td>Collage on paper mounted on paper</td>
</tr>
<tr>
<td>James Huff</td>
<td>Reflections, 1975</td>
<td>Conservation</td>
<td>Pencil on paper</td>
</tr>
<tr>
<td>Richard Hunt</td>
<td>Untitled, Spring of '76, 1976</td>
<td>Conservation</td>
<td>Lithograph</td>
</tr>
<tr>
<td>Harlon Jackson</td>
<td>African Series Phoenix, nd</td>
<td>Conservation</td>
<td>Acrylic on canvas</td>
</tr>
<tr>
<td>Suzanne Jackson</td>
<td>Grand Canyon, 1976</td>
<td>Conservation</td>
<td>Mixed media</td>
</tr>
<tr>
<td>Catti James</td>
<td>Joy, 1976</td>
<td>Conservation</td>
<td>Enamelled plastic and mirror</td>
</tr>
<tr>
<td>Noah Jemison</td>
<td>Acapulco Gold, 1976</td>
<td>Conservation</td>
<td>Watercolor on paper</td>
</tr>
<tr>
<td>Bejamin Jones</td>
<td>Funky Elegance, 1975</td>
<td>Conservation</td>
<td>Photo silkscreen with metallic pigments</td>
</tr>
<tr>
<td>Bill Kelly</td>
<td>A. Philip Randolph, 1972</td>
<td>OGS Storage</td>
<td>Color photograph</td>
</tr>
<tr>
<td>Bill Kelly</td>
<td>Dr. John L.S. Holumma, 1975</td>
<td>OGS Storage</td>
<td>Color photograph</td>
</tr>
<tr>
<td>Winston Kennedy</td>
<td>Untitled, 1974, 2/20</td>
<td>Conservation</td>
<td>Etching</td>
</tr>
<tr>
<td>Jacob Lawrence</td>
<td>The Masquerade, 1954</td>
<td>Conservation</td>
<td>Tempera on panel</td>
</tr>
<tr>
<td>Hughie Lee-Smith</td>
<td>Boy Reading, nd</td>
<td>Conservation</td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>Norman Lewis</td>
<td>Seoscope, 1973</td>
<td>OGS Storage</td>
<td>Oil and pastel on paper</td>
</tr>
<tr>
<td>Fern Logan</td>
<td>Transcendece or Dog in Marsh: six works, 1974-75</td>
<td>OGS Storage</td>
<td>Silver gelatin print</td>
</tr>
<tr>
<td>Adal Maldanado</td>
<td>A Self-Defeating Gesture, nd</td>
<td>OGS Storage</td>
<td>Silver gelatin print</td>
</tr>
<tr>
<td>Adal Maldanado</td>
<td>Un Problema con la Conversacion, 1976</td>
<td>OGS Storage</td>
<td>Silver gelatin print</td>
</tr>
<tr>
<td>Jimmie Manns</td>
<td>Untitled 2E, 1963</td>
<td>OGS Storage</td>
<td>Silver gelatin print</td>
</tr>
<tr>
<td>Richard Mayhew</td>
<td>Moody Space Blues, nd, 1/50</td>
<td>Conservation</td>
<td>Etching</td>
</tr>
<tr>
<td>Diniga McCannon</td>
<td>American Queen, 1976</td>
<td>OGS Storage</td>
<td>Acrylic and fabric collage on canvas</td>
</tr>
<tr>
<td>Nii Ahene Mettle-Nunoo</td>
<td>Aura and Oracles in the Spirit World, 1976</td>
<td>Conservation</td>
<td>Paint and pastel on rice paper</td>
</tr>
<tr>
<td>Algernon Miller</td>
<td>Untitled, nd</td>
<td>OGS Storage</td>
<td>Welded stainless steel</td>
</tr>
<tr>
<td>Leita Mitchell</td>
<td>Street Avin, nd</td>
<td>OGS Storage</td>
<td>Collage on paperboard</td>
</tr>
<tr>
<td>Otto Neals</td>
<td>Woman in the Wind, 1975</td>
<td>Conservation</td>
<td>Collagraph on paper</td>
</tr>
<tr>
<td>Jemisi Obanjoko</td>
<td>Stand by Me, 1976</td>
<td>Conservation</td>
<td>Acrylic on canvas</td>
</tr>
<tr>
<td>Ademola Olugebefola</td>
<td>The Blue-Eyed Pied Piper, 1965</td>
<td>Conservation</td>
<td>Oil on board</td>
</tr>
<tr>
<td>James Phillips</td>
<td>Untitled, nd</td>
<td>Conservation</td>
<td>Acrylic on canvas</td>
</tr>
<tr>
<td>Howardena Pindell</td>
<td>Untitled No. 1, 1975</td>
<td>OGS Storage</td>
<td>Mixed media</td>
</tr>
<tr>
<td>Artist</td>
<td>Title</td>
<td>Year</td>
<td>Collection</td>
</tr>
<tr>
<td>--------------------</td>
<td>----------------------------------------------------------------------</td>
<td>------------</td>
<td>----------------</td>
</tr>
<tr>
<td>Ted Pontiflet</td>
<td>James Baldwin with Harlem Background, nd</td>
<td>OGS Storage</td>
<td>color photograph</td>
</tr>
<tr>
<td>Abdul Rahman</td>
<td>We Were Prepared, 1976</td>
<td>Conservation</td>
<td>oil on canvas</td>
</tr>
<tr>
<td>George Robinson</td>
<td>Jessic Brown and Playmate, nd</td>
<td>OGS Storage</td>
<td>silver gelatin print</td>
</tr>
<tr>
<td>Jorge Luis Rodriguez</td>
<td>Untitled 1, 1976</td>
<td>Conservation</td>
<td>charcoal on paper</td>
</tr>
<tr>
<td>Pablo Romero</td>
<td>Pampero, 1976</td>
<td>Conservation</td>
<td>acrylic, ink, and oilstick on paper</td>
</tr>
<tr>
<td>Charles Searles</td>
<td>Two Dancing Figures, 1976</td>
<td>Conservation</td>
<td>oil on paper</td>
</tr>
<tr>
<td>James Sepyo</td>
<td>Forward, 1969</td>
<td>Conservation</td>
<td>acrylic on canvas</td>
</tr>
<tr>
<td>Ed Sherman</td>
<td>What's in the Bag, 1968</td>
<td>OGS Storage</td>
<td>silver gelatin print</td>
</tr>
<tr>
<td>Coreen Simpson</td>
<td>Cooking is My Game, 1974</td>
<td>OGS Storage</td>
<td>silver gelatin print</td>
</tr>
<tr>
<td>Vincent D. Smith</td>
<td>The Movers and the Shakers, 1968</td>
<td>Conservation</td>
<td>oil on canvas</td>
</tr>
<tr>
<td>May Stevens</td>
<td>Big Daddy Paper Doll, 1971</td>
<td>OGS Storage</td>
<td>silkscreen on paper</td>
</tr>
<tr>
<td>John Stevenson</td>
<td>Charles Cooper II</td>
<td>OGS Storage</td>
<td>fabric collage with charcoal and pastels</td>
</tr>
<tr>
<td>John Stevenson</td>
<td>Man in Gray Sweats</td>
<td>OGS Storage</td>
<td>fabric collage with charcoal and pastels</td>
</tr>
<tr>
<td>John Stevenson</td>
<td>Pugilists</td>
<td>OGS Storage</td>
<td>mixed media</td>
</tr>
<tr>
<td>John Stevenson</td>
<td>Two Boxers</td>
<td>OGS Storage</td>
<td>mixed media</td>
</tr>
<tr>
<td>John Stevenson</td>
<td>Untitled</td>
<td>Conservation</td>
<td>pastel and chalk on paper mounted on paper</td>
</tr>
<tr>
<td>John Stevenson</td>
<td>Untitled (Corey, Alice and Ace)</td>
<td>OGS Storage</td>
<td>mixed media</td>
</tr>
<tr>
<td>John Stevenson</td>
<td>Untitled (a pair)</td>
<td>OGS Storage</td>
<td>mixed media</td>
</tr>
<tr>
<td>Russ Thompson</td>
<td>Selma Accumulation, 1975, 8/100</td>
<td>OGS Storage</td>
<td>photo lithograph</td>
</tr>
<tr>
<td>Jose Urbach</td>
<td>Reconstruction No.2, nd</td>
<td>OGS Storage</td>
<td>paper and plastic film collage with offset printing</td>
</tr>
<tr>
<td>James Van Der Zee</td>
<td>Atlantic City, 1930 (14/15/XV)</td>
<td>OGS Storage</td>
<td>silver gelatin print</td>
</tr>
<tr>
<td>James Van Der Zee</td>
<td>Daddy Grace, 1938 (18/15/XV)</td>
<td>OGS Storage</td>
<td>silver gelatin print</td>
</tr>
<tr>
<td>James Van Der Zee</td>
<td>Group, 1908 (11/15/XV)</td>
<td>OGS Storage</td>
<td>silver gelatin print</td>
</tr>
<tr>
<td>James Van Der Zee</td>
<td>Marcus Garvey and the Garvey Militia - Harlem, 1924 (13/15/XV)</td>
<td>OGS Storage</td>
<td>silver gelatin print</td>
</tr>
<tr>
<td>James Van Der Zee</td>
<td>Moorish Jews, 1929 (13/15/XV)</td>
<td>OGS Storage</td>
<td>silver gelatin print</td>
</tr>
<tr>
<td>James Van Der Zee</td>
<td>Mrs. Turner, Lenox, Mass., 1908 (1/15/XV)</td>
<td>OGS Storage</td>
<td>silver gelatin print</td>
</tr>
<tr>
<td>James Van Der Zee</td>
<td>The Van Der Zee Men, Lenox, Mass., 1908 (3/15/XV)</td>
<td>OGS Storage</td>
<td>silver gelatin print</td>
</tr>
<tr>
<td>James Van Der Zee</td>
<td>Untitled, nd (5/15/XV)</td>
<td>OGS Storage</td>
<td>silver gelatin print</td>
</tr>
<tr>
<td>James Van Der Zee</td>
<td>Wedding Day, Harlem, Sister, 1925 (12/15/XV)</td>
<td>OGS Storage</td>
<td>silver gelatin print</td>
</tr>
<tr>
<td>James Van Der Zee</td>
<td>Whittier Preparatory School, Phoebus, VA, 1907 (2/15/XV)</td>
<td>OGS Storage</td>
<td>silver gelatin print</td>
</tr>
<tr>
<td>Shawn Walker</td>
<td>NYC No. 8, 1965-66</td>
<td>OGS Storage</td>
<td>silver gelatin print</td>
</tr>
<tr>
<td>Phoeris West</td>
<td>Cornerin’, 1976</td>
<td>Conservation</td>
<td>silver gelatin print</td>
</tr>
<tr>
<td>Grace Williams</td>
<td>African War Shield, nd</td>
<td>Conservation</td>
<td>stained glass mosaic mounted on wood</td>
</tr>
<tr>
<td>Randy Williams</td>
<td>Untitled A-22, 1967</td>
<td>Conservation</td>
<td>mixed media</td>
</tr>
<tr>
<td>Randy Williams</td>
<td>Untitled, Music Series 2/3, 1976</td>
<td>Conservation</td>
<td>acrylic on canvas</td>
</tr>
<tr>
<td>Hale Woodruff</td>
<td>Celestial Gate, 1969</td>
<td>Conservation</td>
<td>oil on canvas mounted on board</td>
</tr>
</tbody>
</table>
RFP 2277

Exhibit 2 – Lot 2- Hall of New York/ Hall of Governors Collection
### Hall of New York Collection

These framed landscape paintings are located on the 2nd floor of the Capitol. This lot of works are all on loan from various institutions, and range from mid-19th century to contemporary American art. The works on view currently rotate with some frequency (+/- 2 years), are currently in good condition, will need annual inspection and dusting, and may require condition reports for distribution to lending institutions, or minor conservation with the approval of the lender. The list below is a representative of what may be displayed at any given time. Currently, there are 59 paintings.

<table>
<thead>
<tr>
<th>Originating Lender</th>
<th>Creator</th>
<th>Dimensions</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPRHP</td>
<td>Attributed to John Wesley Jarvis</td>
<td>On Loan from OPRHP Courtesy, Phillipse Manor Hall State Historic Site, Yonkers, NY, Gift of Alexander Smith Cochran</td>
<td></td>
</tr>
<tr>
<td>OPRHP</td>
<td>Attributed to Henry Inman</td>
<td>On Loan from OPRHP Courtesy, Staatsburg State Historic Site, Staatsburg, NY, Gift of Mrs. Henry Carnegie Phillips</td>
<td></td>
</tr>
<tr>
<td>OPRHP</td>
<td>Copy after Gilbert Stuart</td>
<td>On Loan from OPRHP Courtesy, John Jay Homestead State Historic Site, Katonah, NY, Gift of Friends of John Jay Homestead, Inc.</td>
<td></td>
</tr>
<tr>
<td>The Heckscher Museum of Art</td>
<td>William Langston Lathrop</td>
<td>14 1/8 x 18 1/4 inches</td>
<td>William Langston Lathrop, American Oyster Bay (Cooper's Bluff), 1933 oil on canvas 14 1/8 in x 18 1/4 in. “Early Dutch settlers referred to the area as ‘Oyster Bay’ due to the vast number of high quality oysters native to the region. Oysters were a staple of the colonial New York diet.”</td>
</tr>
<tr>
<td>The Heckscher Museum of Art</td>
<td>James Long Scudder</td>
<td>10 1/8 x 12</td>
<td>James Long Scudder, American Afternoon at Rocky Point (Target Rock), 1875 Oil on canvas mounted on composition board 10 1/8 x 12 in. “In the 18th century Rocky Point was used as a transshipment point for cord wood from Long Island to New York City.”</td>
</tr>
<tr>
<td>Heckscher Museum of Art</td>
<td>Thomas Moran</td>
<td>12 1/8 x 28 1/4 inches</td>
<td>oil on canvas</td>
</tr>
<tr>
<td>Daniel Hauben, Bronx, New York</td>
<td>Daniel Hauben</td>
<td>22”x32”</td>
<td>Painting of 138th Street &amp; Broadway, 2007, New York City Daniel Hauben, American 138th Street Broadway, 2007 oil on canvas 22” x 30” “Harlem is one of New York City’s most vibrant neighborhoods. During the 1920s, it was the birthplace of a cultural renaissance that has continued to influence artists, musicians, writers and architects to this day.”</td>
</tr>
<tr>
<td>Fenimore Art Museum</td>
<td>Joseph Antonio Hekking</td>
<td>17x21</td>
<td>Oil on canvas 17 x 21 inches (painting) 23 1/2 x 27 inches (frame)</td>
</tr>
<tr>
<td>Fenimore Art Museum</td>
<td>J.M. Evans</td>
<td>28x42</td>
<td>Oil on canvas 28 x 42 1/2 inches (painting) 34 x 48 1/4 inches (frame)</td>
</tr>
<tr>
<td>Long Island Museum of American Art, History and Carriages</td>
<td>Charles Lennox Wright, Jr.</td>
<td>30x30</td>
<td>Charles Lennox Wright, Jr. ’Road to the Beach, Shinnecock Hills’, 1891 Oil on canvas 30 x 30”</td>
</tr>
<tr>
<td>Bethlehem Art Gallery</td>
<td>John F. Gould</td>
<td>34 x 42.5</td>
<td>John F. Gould, American Mute Swans near Bear Mountain Bridge, 1985 Acrylic on gesso board 34” x 42.5”; 38” x 46.5” framed “Bear Mountain State Park was first opened in 1913. It attracted over 1 million visitors during its first full year of operation. Today, the Park remains one of the most popular destinations for campers and hikers in the nation.”</td>
</tr>
</tbody>
</table>

New York State – Office of General Services
RFP 2277- Two-Dimensional Art Conservation
Exhibit 2- Lot 2- Hall of New York/ Hall of Governors Collection
<table>
<thead>
<tr>
<th>Museum</th>
<th>Artist</th>
<th>Title/Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>New York Historical Society</td>
<td>Howard Thain</td>
<td>Howard Thain Where Broadway Begins, 1923 Oil on Canvas</td>
</tr>
<tr>
<td>New York Historical Society</td>
<td>Everett Longley Warner</td>
<td>Everett Longley Warner &quot;Manhattan Contrasts, NYC,&quot; ca 1917 Oil on canvas</td>
</tr>
<tr>
<td>New York Historical Society</td>
<td>Colin Campbell Cooper</td>
<td>Colin Campbell Cooper Fifth Avenue, New York City 1906 Oil on burlap</td>
</tr>
<tr>
<td>New York Historical Society</td>
<td>Arthur Weindorf</td>
<td>Arthur Weindorf Building the 8th Avenue Subway 20th Century Oil on cotton</td>
</tr>
<tr>
<td>The History Center of Tompkins County</td>
<td>John F. Kensett</td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>New York State Museum</td>
<td>Thomas Benjamin Pope</td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>Museum of the City of New York</td>
<td>Albertis Del Orient Browere</td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>Museum of the City of New York</td>
<td>Rene Bouché</td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>Museum of the City of New York</td>
<td>Craig McPherson</td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>Museum of the City of New York</td>
<td>Frederick Knecht Detwillier</td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>Museum of the City of New York</td>
<td>Steven Katz</td>
<td>28 x 24 inches 31 3/4 x 27 1/2 inches (frame) Oil on canvas</td>
</tr>
<tr>
<td>ADK Museum</td>
<td>John Henry Dolph</td>
<td>27 x 48&quot; Oil on canvas 27 x 48&quot;</td>
</tr>
<tr>
<td>Adirondack Museum</td>
<td>Kent, Rockwell</td>
<td>ADK View</td>
</tr>
<tr>
<td>Schenectady County Historical Society</td>
<td>W.H. Yates</td>
<td>41 1/2 x 63 inches (framed) Oil on canvas</td>
</tr>
<tr>
<td>ADK Museum</td>
<td>Homer Dodge Martin</td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>Onondaga Historical Association</td>
<td>Wilford John Addison</td>
<td>Oil on canvas</td>
</tr>
<tr>
<td>Buffalo and Erie County Historical Society</td>
<td>Clair Shuttleworth</td>
<td>20 x 24 1918 by Clair Shuttleworth. In honor of the men and women who were</td>
</tr>
<tr>
<td></td>
<td></td>
<td>fighting in the &quot;Great War,&quot; intersection of Court and Main Streets in Buffalo</td>
</tr>
<tr>
<td></td>
<td></td>
<td>was decorated with the flags of Allied nations. oil on canvas 20 x 24 in</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(50 x 61 cm) 30.5 x 36.5 in (76 x 92 cm) framed</td>
</tr>
<tr>
<td>Buffalo and Erie County Historical Society</td>
<td>Ferdinand Reichardt</td>
<td>Oil on canvas. Niagara Falls. Small boat in the mist. Lighthouse overlooks</td>
</tr>
<tr>
<td></td>
<td></td>
<td>the falls</td>
</tr>
<tr>
<td>Buffalo and Erie County Historical Society</td>
<td>James Hope</td>
<td>30 x 40 Painting of a ship, large sails, 1867. oil on canvas 30 x 40 in</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(76 x 101 cm) 36 2/16 x 46 5/16 in (91.5 x 117 cm) framed</td>
</tr>
<tr>
<td>Buffalo and Erie County Historical Society</td>
<td>John C. Rother</td>
<td>36 x 45 Depicted is a monument to Western New York soldiers who fought in the</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Civil War and the Buffalo Public Library as it appeared in 1887. 1985 oil on</td>
</tr>
<tr>
<td></td>
<td></td>
<td>canvas 36 x 45 in (91 x 114 cm) 37 3/4 x 46 3/4 in (95 x 118 cm) framed</td>
</tr>
<tr>
<td>Cayuga-Owasco Lakes Historical Society (COLHS)</td>
<td>Florence Lockwood Walker</td>
<td>18 x 24 Florence Lockwood Walker. The Inlet at Moravia Oil 18&quot; x 24&quot; (23&quot; x</td>
</tr>
<tr>
<td></td>
<td></td>
<td>29&quot; Framed The Owasco Inlet is a major tributary of Owasco Lake that begins</td>
</tr>
<tr>
<td></td>
<td></td>
<td>in the hamlet of Peruville and flows northward for 24 miles.</td>
</tr>
<tr>
<td>Elmira College</td>
<td>Unknown</td>
<td>33.5 x 45.5 Unknown Cowles Hall in 1855 Oil on canvas 33.5&quot; x 45.5&quot; framed</td>
</tr>
<tr>
<td></td>
<td></td>
<td>In 1892, Elmira College began as The Auburn Female University in Cayuga County</td>
</tr>
<tr>
<td></td>
<td></td>
<td>A year later it moved to its present location in Elmira where Cowles Hall,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>the College’s oldest building, was constructed in 1855. The college became</td>
</tr>
<tr>
<td></td>
<td></td>
<td>coeducational in 1969.</td>
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<tr>
<td>Margaret Reaney Memorial Library</td>
<td>George L. Cloough</td>
<td>48 x 60 George L. Cloough, American Low Tide at Glen Cove Landing, 1867 Oil</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4&quot; x 6&quot; &quot;The magnificent seaside vistas at Glen Cove and other sites along</td>
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<tr>
<td></td>
<td></td>
<td>the North Shore made it an attractive place for 19th century city dwellers</td>
</tr>
<tr>
<td></td>
<td></td>
<td>to build summer homes and vacation.&quot;</td>
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<tr>
<td>Institution</td>
<td>Artist</td>
<td>Dimensions</td>
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<tr>
<td>Margaret Reaney Memorial Library</td>
<td>Asher B. Durand</td>
<td>18 1/4 x 12.5</td>
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<tr>
<td>Marist College</td>
<td>Jane Bloodgood - Abrams</td>
<td>24 x 30</td>
</tr>
<tr>
<td>Schenectady County Historical Society</td>
<td>Samuel Sexton</td>
<td>14 1/3 x 18 3/4 inches</td>
</tr>
<tr>
<td>The Buffalo Museum</td>
<td>Charles Abel Corwin</td>
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<tr>
<td>Ontario County Historical Society</td>
<td>Unknown</td>
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<tr>
<td>Roberson Museum &amp; Science Center</td>
<td>Edward Beyer</td>
<td>56 1/2 x 40 (framed) inches</td>
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<tr>
<td>Munson-Williams-Proctor Arts Institute</td>
<td>George W. King</td>
<td>24 x 401/2 inches</td>
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<tr>
<td>Onondaga Historical Society</td>
<td>Sanford Thayer</td>
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<td>Rochester Historical Society</td>
<td>J. Jackson</td>
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<td>Onondaga Historical Association</td>
<td>George K. Knapp</td>
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<tr>
<td>Onondaga Historical Association</td>
<td>Albert Leighton Rawson</td>
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<td>NYSOPRHP</td>
<td>George Gach</td>
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<td>NYSOPRHP</td>
<td>Montgomery Livingston</td>
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<tr>
<td>OPRHP</td>
<td>Andrew Melrose</td>
<td>30 x 44</td>
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<td>OPRHP</td>
<td>Anna Gleason</td>
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<tr>
<td>Historic Cherry Hill</td>
<td>William Edward Nichols</td>
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<tr>
<td>Historic Cherry Hill</td>
<td>Walter Launt Palmer</td>
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<tr>
<td>NYSOPRHP Division for Historic Preservation</td>
<td>James Bard</td>
<td>36.25 x 57.25 inches</td>
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<tr>
<td>New York State Historical Association, Fenimore Art Museum</td>
<td>J.M. Evans</td>
<td>28 x 42.5</td>
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<tr>
<td>New York State Historical Association, Fenimore Art Museum</td>
<td>Joseph Antonio Hekking</td>
<td>17 x 21</td>
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Newington-Cropsey Foundation

Jasper F. Cropsey

37 1/2 x 59 1/2 in.

This is the last of three known paintings with a view from the Masters School in Dobbs Ferry looking toward Hook Mountain and the Tappan Zee. When Cropsey's two granddaughters, Isabel and Connie, came to live with the artist after their parents were killed in a California train accident, they attended the Masters School, which had been founded in 1877 by Eliza Bailey Masters, assisted by her younger sister, Sarah. Traditionally an all-female school, it became co-educational in 1996. In the 15 years that Cropsey lived in Hastings-on-Hudson, he favorite and most painted view of the Hudson was looking north toward the Tappan Zee area. The prominent structure is the South Presbyterian Church, which still stands on the west side of Broadway. The foreground of this painting is filled with abundant detail: shocks of corn reflect an abundant harvest in the middle distance, and nearer to the viewer a boy and his dog tend a flock of grazing sheep. At the age of 74 when painted, this was Cropsey's Herbert F. Johnson Museum of Art, Cornell University

Tang, Muli

Oil on canvas

Hall of Governors

The framed portraits in this exhibition are works that consist of both long-term loans and works in the OGS collection. Located on the 2nd floor of the Capitol, these works are in good condition, will need yearly inspection(s) and dusting, and may need condition reports supplied to lending institutions, or minor conservation upon lender approval.

<table>
<thead>
<tr>
<th>Artist</th>
<th>Portrait and Date</th>
<th>Lendor</th>
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<tbody>
<tr>
<td>Ezra Ames (1768-1836)</td>
<td>John Jay (1745-1829), n.d.</td>
<td>NYSOPRHP</td>
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<tr>
<td>Unknown Artist</td>
<td>Morgan Lewis (1754-1844), c. 1840</td>
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<tr>
<td>John Wesley Jarvis* (1781-1839)</td>
<td>Daniel D. Tompkins (1774-1825), c. 1815-1820</td>
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<tr>
<td>Ezra Ames (1768-1836)</td>
<td>John Tayler (1742-1829), 1804</td>
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<tr>
<td>Asa Weston Twitchell (1820-1904)</td>
<td>DeWitt Clinton (1769-1828), n.d.</td>
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<tr>
<td>Harold Molt-Smith (1872-1948)</td>
<td>Joseph C. Yates (1768-1837), 1925</td>
<td>Schenectady County Historical Society</td>
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<tr>
<td>Daniel Huntington (1816-1906)</td>
<td>Martin Van Buren (1782-1862), c. 1865</td>
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<tr>
<td>Ezra Ames (1768-1836)</td>
<td>Enos T. Throop (1784-1874), 1883</td>
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<tr>
<td>Samuel L. Waldo (1783-1861)</td>
<td>William L. Marcy (1786-1857), 1834</td>
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<td>Chester Harding (1792-1866)</td>
<td>William H. Seward (1801-1872), 1843</td>
<td>NYS Education Department</td>
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<td>Francis Carpenter (1830-1900)</td>
<td>William C. Bouck (1786-1859), 1882</td>
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<tr>
<td>William Mackay (1876-1939)</td>
<td>Silas Wright (1795-1847), 1939</td>
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<td>Unknown Artist</td>
<td>John Young (1802-1852), n.d.</td>
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<td>Charles Loring Elliott (1812-1868)</td>
<td>Martin Van Buren (1812-1862), 1854</td>
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<tr>
<td>Asa Weston Twitchell (1820-1904)</td>
<td>Washington Hunt (1812-1866), 1852</td>
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<tr>
<td>Alvah Bradish (1806-1831)</td>
<td>Horatio Seymour (1810-1836), 1863</td>
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<tr>
<td>Leon Joseph Bonnai (1833-1862)</td>
<td>Myron H. Clark (1806-1852), 1804</td>
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<tr>
<td>Robert Cutter Hinckley (1853-1941)</td>
<td>John Alsop King (1788-1867), n.d.</td>
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<tr>
<td>George Peter Alexander Healy (1813-1894)</td>
<td>Edwin D. Morgan (1811-1833), 1882</td>
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<tr>
<td>Asa Weston Twitchell (1820-1904)</td>
<td>Ruben E. Fenton (1819-1885), 1867</td>
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<tr>
<td>Jacob H. Lazarus (1822-1899)</td>
<td>John T. Hoffman (1828-1888), 1871</td>
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<tr>
<td>William Morris Hunt (1824-1879)</td>
<td>John Adams Dix (1798-1879), 1875</td>
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<tr>
<td>Frank Fowler (1852-1910)</td>
<td>Samuel J. Tilden (1814-1866), 1882-1887</td>
<td>Albany Institute of History and Art</td>
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<tr>
<td>George Watters (1832-1912)</td>
<td>Lucius Robinson (1810-1891), 1869-91</td>
<td>Albany Institute of History and Art</td>
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<tr>
<td>Arthur Ratza (1869-1946)</td>
<td>Alonzo B. Cornell (1832-1904), 1946</td>
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<tr>
<td>Eastman Johnson (1824-1906)</td>
<td>Grover Cleveland (1837-1908), n.d.</td>
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<tr>
<td>Morton H. Sly (1876-1935)</td>
<td>David B. Hill (1842-1910), 1912</td>
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<tr>
<td>Unknown Artist</td>
<td>Roswell P. Flower(1835-1899), 1902</td>
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<td>George Hughes (1863-1932)</td>
<td>Frank Swett Black (1853-1913), 1913</td>
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<td>Ritter von Krumhaar (1859-1915)</td>
<td>Theodore Roosevelt (1858-1919), 1905</td>
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<tr>
<td>Eugen Speicher (1883-1992)</td>
<td>Frank W. Higgins (1856-1907), 1913</td>
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<tr>
<td>Name of Work</td>
<td>Artist</td>
<td>Dimensions</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>---------------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>The Marriage of Pocahontas and John Rolfe</td>
<td>Henry Brueckner, 1856</td>
<td>50 x 70 in., framed</td>
</tr>
</tbody>
</table>

**New York State Capitol Lobby**

*Works in this collection are owned by New York State*

<table>
<thead>
<tr>
<th>Name of Work</th>
<th>Artist</th>
<th>Dimensions</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>General Lafayette</td>
<td>Charles Ingham</td>
<td></td>
<td>oil on canvas</td>
</tr>
</tbody>
</table>
RFP 2277
Attachment 1-
Cost Proposal Form
COST PROPOSAL FORM

NYS Office of General Services
Financial Administration
32nd FL - Corning Tower, Empire State Plaza
Albany, NY 12242

CONTRACT NO.__________
(to be completed by agency)

Contractor’s Name_____________________________________
All Bidders must submit bid prices for each item in accordance with RFP Section 5.3 Price.

Lot 1- Empire State Plaza Art Collection

Item I (Reports):
Cost for Major Assessment for Baseline Condition Report $__________________ (A)
Cost per Inspection Report $__________________ x 9 = $__________________ (B)

Item I Cost for all 5 Years (A + B) $__________________ (C)

Item II (Additional Services):

Conservator *Hourly Rate $_______ x est.** 1250 hrs./yr: Total: $____________/yr.(D)

Technician *Hourly Rate $_______ x est.** 750 hrs./yr: Total: $____________/yr.(E)

Per Trip Rate
$_______ per person per round trip x est. 25 trips/yr: Total: $____________/yr.(F)

Item II Yearly Total (D+E+F) = $____________/yr.(G)

Item II Contract Total (G* 5) = $____________/yr.(H)

Grand Total (C+ H) = $______________(I)

Early payment discounts offered _____% / ___ days after receipt of proper invoice
_____% / ___ days after receipt of proper invoice

* Refer to Section 5.3 – Price Clause

**Number of hours is an estimation and used for evaluation purposes only. There is no guarantee of any number of hours to be assigned for the contract derived from this solicitation.

Note: Contractor is only paid for actual hours worked and approved by OGS for payment. (Refer to Section 5.6 – Method of Payment)

_______________________________________
Company Name

_______________________________________
Authorized Signature

___________________________
Printed Name

___________________________
Title
COST PROPOSAL FORM

NYS Office of General Services
Financial Administration
32nd FL - Corning Tower, Empire State Plaza
Albany, NY 12242

CONTRACT NO. _______
(to be completed by agency)

Contractor’s Name __________________________________________

All Bidders must submit bid prices for each item in accordance with RFP Section 5.3 Price.

Lot 2- Governors Portraits Collection and the Hall of New York Collection

Item I (Reports):
Cost for Major Assessment for Baseline Condition Report $_________________ (A)

Cost per Inspection Report $___________________ x 9 = $______________________(B)

Item I Cost for all 5 Years (A + B) $_____________________(C)

Item II (Additional Services):

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_______________________________________ ______________________________
Company Name Authorized Signature

_______________________________________ ______________________________
Printed Name Title