



# Office of General Services

**Request for Quote #2896**

**Solicited by**

**New York State Office of General Services**

**On behalf of**

**Division of Real Estate**

**for**

**Integrated Pest Management Services at the  
Adam Clayton Powell, Jr. State Office Building**

**Issue Date: March 6, 2025**

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# 1. Introduction

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## 1.1 Overview

The New York State Office of General Services (OGS) Division of Financial Administration on behalf of the OGS Division of Real Estate is seeking a qualified Contractor to provide Integrated Pest Management (IPM) services at the Adam Clayton Powell, Jr. State Office Building in New York, NY.

Traditional structural pest management was largely reactive to pest infestations and based much of its response on the routing, scheduled application of pesticides. This spraying and other pesticide application was often done in locations remote from the centers of pest populations with limited effectiveness in providing adequate management.

Conversely, regular IPM is a decision-making process or program, for long term pest suppression or elimination. The process is based on detailed surveillance (and periodic re-inspection) and the interpretation of data to estimate the nature of the pest population in each area. This monitoring allows accurate decisions to be made such as when and where interventions are needed, the type of interventions selected, and the method of application and implementation. Interventions in an IPM program must extend beyond the application of pesticides to predominantly include structural and procedural modifications that establish physical barriers to pests, and reduce the food, water, and harborage available to them.

Bidders should pay strict attention to Section 1.3 – Key Events to ensure deadlines for mandatory events are met.

## 1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Heather Williams, Contract Management Specialist I, NYS Office of General Services, Division of Financial Administration has been designated as the Primary Contact for this procurement and may be reached by email or phone for all inquiries regarding this Solicitation.

Heather Williams, Contract Management Specialist 1  
NYS Office of General Services  
Financial Administration / Agency Procurement Office  
32<sup>nd</sup> Floor, Corning Tower Bldg., Empire State Plaza  
Albany, New York 12242  
Phone: 518-474-9603  
Email: [Heather.Williams@ogs.ny.gov](mailto:Heather.Williams@ogs.ny.gov)

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

Amber Risch, Contract Management Specialist 2  
NYS Office of General Services  
Financial Administration / Agency Procurement Office  
32<sup>nd</sup> Floor, Corning Tower Bldg., Empire State Plaza  
Albany, New York 12242  
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Albany, New York 12242  
Phone: 518-486-5743  
Email: [Beth.Maus@ogs.ny.gov](mailto:Beth.Maus@ogs.ny.gov)

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

Joshua Quiles, Compliance Specialist 2  
NYS Office of General Services  
Office of Business Diversity / MWBE / SDVOB  
29<sup>th</sup> Floor, Corning Tower Bldg., Empire State Plaza  
Albany, NY 12242  
Phone: 518-408-0432  
Email: [OGS.sm.MWBE@ogs.ny.gov](mailto:OGS.sm.MWBE@ogs.ny.gov)

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

NYS Office of General Services  
Division of Service-Disabled Veterans' Business Development  
32<sup>nd</sup> Floor, Corning Tower Bldg., Empire State Plaza  
Albany, New York 12242  
Phone: 518-474-2015  
Email: [veteransdevelopment@ogs.ny.gov](mailto:veteransdevelopment@ogs.ny.gov)

For inquiries related specifically to insurance requirements of this procurement Solicitation, contact:

NYS Office of General Services  
Bureau of Risk and Insurance Management  
32<sup>nd</sup> Floor, Corning Tower Bldg., Empire State Plaza  
Albany, New York 12242  
Phone: 518-473-0310  
Email: [ogs.sm.insrev@ogs.ny.gov](mailto:ogs.sm.insrev@ogs.ny.gov)

### 1.3 Key Events

The Table below outlines the schedule for important action dates.

|  |                                |
|--|--------------------------------|
| OGS Issues Request for Quotes (RFQ) #2896                                  | March 6, 2025                  |
| Mandatory Site Visit at the Adam Clayton Powell, Jr. State Office Building | March 25, 2025, at 10:00am EST |
| Deadline for Submission of Proposer Questions                              | April 2, 2025                  |
| OGS Issues Responses to Written Questions (estimated)                      | April 9, 2025                  |
| Quote Due Date   | April 22, 2025, at 2:00pm EST  |
| Contract Start Date  | July 26, 2025                  |

### 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 in order to be considered a qualified Bidder for purposes of this Solicitation. Bidders not meeting the qualifications below will be disqualified.

The following minimum requirements must be met by each Bidder:

- A. Bidders must qualify as at least one of the following:
  - i. New York State certified Minority-Owned Business Enterprise; or
  - ii. New York State certified Woman-Owned Business Enterprise; or
  - iii. New York State certified Service-Disabled Veteran-Owned Business; or
  - iv. New York State Small Business as defined under State Finance Law § 160(8), which means the business must be resident in the State of New York, independently owned and operated, not dominant in its field, and employ 100 or fewer persons.
- B. The Bidder must be a professional pest management business that practices IPM methods handling industrial, commercial, and/or institutional accounts and have been in business a minimum of three years. However, a Bidder that has less than three years of the requisite experience may qualify provided the Bidder has been in business for no less than six months and currently employs senior management personnel who have a minimum of three years of experience in IPM. OGS' determination as to whether subject personnel serve or served in senior management positions shall be final.
- C. The Bidder currently maintains Pesticide Business Registration from the New York State Department of Environmental Conservation (NYSDEC) and/or other applicable regulation or statute.
- D. The Bidder employs personnel who are experienced in New York City buildings, including one building of at least 200,000 sq. ft.

The State of New York retains the right to request any additional information pertaining to the Contractor's ability, qualifications, and procedures used to accomplish all work under this contract, as it deems necessary to ensure safe and satisfactory work.

## 1.5 Mandatory Site Visit

Bidders intending to submit a quote will be required to attend a Mandatory Site Visit, which will include an informational tour of the building 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 information provided be legible and accurate. Failure to attend the Mandatory Site Visit will result in rejection of the quote.

**The Facilitator of the event will publicly announce the official start time of the Mandatory 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 Mandatory Site Visit will be precluded from attending the Mandatory Site Visit, and therefore unable to submit a responsive quote.**

Due to security restrictions, all Bidders are strongly encouraged to pre-register with Heather Williams at Email: [Heather.Williams@ogs.ny.gov](mailto:Heather.Williams@ogs.ny.gov) at least 24 hours in advance of the site visit date and time as listed above in Section 1.3 – Key Events. It is recommended that attendees arrive at the building at least 30 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 Mandatory Site Visit (to arrange attendance, during the conduct of the visit and to pose questions regarding the site).**

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

Verbal answers are not official answers. All questions asked at the 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 posted to the OGS Bid Calendar. All attendees will be provided a link via email to obtain any and all addenda related to this Solicitation. Only answers provided by addendum are considered official.

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

## 1.6 Glossary of Terms

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

“**Business Day**” shall refer to Monday through Friday, excluding NYS and Federal Holidays.



**“Commissioner”** shall mean the Commissioner of the New York State Office of General Services or duly authorized representative.

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

**“Facility Manager and/or their designee”** is the OGS employee responsible for the day-to-day operation and safety of the buildings and grounds on which the work is being performed.

**“Issuing Office”** shall mean the New York State Office of General Services, Division of Financial Administration.

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

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

**“Request for Quote”, “RFQ”, or “Solicitation”** 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.

**“Subcontractor”** shall mean an approved third-party Contractor hired by the Contractor to perform services pursuant to this Solicitation.

## **2. Scope of Work**

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### **2.1 General Scope**

The Contractor must furnish all labor, materials, and equipment to implement the necessary intervention aspects of the IPM program. The Contractor must detail site-specific recommendations for structural and procedural modifications to achieve pest suppression. The Contractor's technician is required to be on-site at least twice per week with a minimum of five hours per visit. The Contractor must rectify all included pest issues regardless of hours needed at no additional cost to the State.

### **2.2 Site Location/Facility**

IPM services shall be provided throughout both the interior and exterior of all occupied and unoccupied areas at the Adam Clayton Powell Jr. State Office Building located at 163 West 125<sup>th</sup> Street, New York, NY 10027. Areas covered under the resultant contract shall include, but not necessarily be limited to: tenant office spaces, conference rooms, restrooms, pantries, elevator lobbies, hallways, parking garage, loading dock, storage rooms, the exterior Plaza including planters, etc.

The facility is open seven days a week, and primary operational hours are Monday thru Friday: 8:00 am - 9:30 pm. Contract services shall be performed during regular hours of operation which are Monday through Friday between 9:00am – 4:00pm unless otherwise directed by OGS.

### **2.3 Service Timing**

It shall be the Contractor's responsibility to carry out work according to the detailed Integrated Pest Management Plan (IPM Plan) and Service Schedule developed for this facility (Refer to Section 2.9 – Submission of IPM Plan). The Contractor shall be responsible for coordinating with the Facility Manager to review the IPM Plan, schedule services and receive information on problem area(s) status.

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

### **2.4 Special Requests and Emergency Service**

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

Emergency requests during the agreed upon scheduled hours must be responded to:

1. Within one hour of an emergency request to a location open to the public.
2. Within two hours of an emergency request to an office location.

Emergency requests received outside regular hours of operation may be addressed at the start of the next working day but no later than 10:00 am. If an immediate response is required, the Contractor must respond on-site within two hours and will be reimbursed in accordance with Section 2.5 - Additional Services.

All emergency and special services shall be recorded by the Contractor. In the event that such services cannot be completed within the above-stipulated time frame, the Contractor shall immediately notify the Facility Manager and indicate an anticipated completion date.

## **2.5 Additional Services**

Upon request and approval by the Facility Manager, the Contractor may be required to perform additional services in the control of various pests. These may include, but not be limited to, the following such services and may be delivered through either the Contractor's staff or a subcontractor:

1. Control of nuisance wildlife;
2. Control of termites;
3. Control of Ornamental and turf pest control.

Additional services (defined as any work other than the base scope services) shall only be performed when approved in writing by the Facility Manager. The Contractor must provide an additional services quote which must include an itemized list of materials, equipment, labor hours, labor rates, mark-ups, and a description of the work. The quote must not contradict the terms of the contract and must match the contract rates for additional services. Any work performed by a subcontractor work shall be reimbursed at actual cost with the mark-up thereon being limited to five percent of the actual cost to the Contractor. Additional Services must be invoiced separately and include the quote and an approved Authorization and Receipt of Additional Services. (Refer to RFQ Attachment 2 for a copy of the Authorization and Receipt of Additional Services.

The Facility Manager shall reserve the right to procure additional services from the Contractor, or another qualified service provider, at their sole discretion.

## **2.6 Staffing Requirements**

The Contractor must provide staff meeting the following requirements:

Note: During the term of the resultant contract, any change in on-site personnel dedicated to providing contract services must be pre-approved by Facility Manager.

### **1. On-Site Minimum Firm/Staffing Requirements:**

- a. Pest Management Technicians: The Contractor shall provide a Commercial Applicator or Commercial Pesticide Technician that is certified by the NYS Department of Environmental Conservation.

The technician must be on-site at least twice per week with a minimum of five hours per visit, for a minimum of 10 hours a week, to perform base services and addressing any pest related issues within the scope. Specific work hours and locations are to be determined by OGS at its discretion. The on-site technician cannot be used for additional service work during their

regularly scheduled hours. Contractor must provide, at no additional cost, as many hours as necessary to accomplish all work required by this scope, excluding additional services.

b. The Contractor must provide a valid and current copy of their Pesticide Business Registration with the NYS Department of Environmental Conservation.

2. Additional Staffing Requirements:

The Contractor must provide personnel with the following licenses / certifications by either in-house employees or their subcontractor. It is not required that the additional personnel be full-time employees.

- a. Entomologist/Ecologist/Mammalogist or General Life Scientist: The Contractor must have a professional Entomologist/Ecologist/Mammalogist or General Life Scientist that will be available for routine and emergency consultation.
- b. Nuisance Wildlife Control Operator (NWCO) as licensed by the NYS Department of Environmental Conservation.
- c. Ornamental and turf pest control as described in Section 325.16 (c) "Ornamental and Turf Pest Control" of the New York Codes, Rules and Regulations.
- d. Industrial, institutional and structural pest control as described in Section 325.16 (g) of the New York Codes, Rules and Regulations inclusive of the following subcategories:
  - (1) "Structural and Rodent"
  - (3) "Termites"

**Important Note: All licenses and certifications must remain valid throughout the contract term.**

3. Qualifications and Experience:

Pest management technicians assigned to each location/facility by the Contractor must be either a Certified Commercial Applicator or Commercial Pesticide Technician by the NYS Department of Environmental Conservation. The Contractor shall provide a copy of valid certifications for all personnel that will be assigned to this contract.

Each must possess the following minimum qualifications and experience:

- a. Knowledge of problem pests' behavior and ecology, and methods of reducing or eliminating food, water, and harborage of same, and if pesticide application is necessary, the proper and safe use of least toxic pesticides.
- b. Possession of all New York State certifications/licenses as outlined in Section 2.6 - Staffing Requirements.
- c. The Contractor shall supply and ensure that each service Certified Commercial Applicator or Commercial Pesticide Technician assigned to this facility maintain the necessary and required equipment for the safe use and application of all materials as required by specific site conditions. This may include, but is not limited to, bump hats, work gloves, quality flashlights, boots, clipboards, and miscellaneous tools.
- d. All personnel providing on-site pest management services must be certified in appropriate categories as per the minimum qualifications stated in Section 1.4.C as a Certified Commercial Applicator or Commercial Pesticide Technician. The Contractor shall provide a copy of valid certifications for all pertinent personnel that will be assigned to this contract.

- e. Any apprentice shall be under direct on-site supervision of a Certified Commercial Applicator or Commercial Pesticide Technician.

## **2.7 Pests**

### **2.7.1 Pests Included in Base Services**

Integrated Pest Management is intended to suppress populations of rats, mice, cockroaches, ants (excluding carpenter ants), bed bugs, pests located outside buildings that primarily feed on outdoor vegetation, bees, silverfish, and any other arthropod or vertebrate pest not specifically excluded from the contract. Populations of these pests that are located outside the building listed herein, but within the property boundaries of the building, are included.

### **2.7.2 Pests Excluded from Base Services**

The following pests are expressly excluded from the base services: birds, bats, squirrels, chipmunks, skunks, and all other vertebrates (other than commensal rodents), termites, carpenter ants and other wood-destroying organisms, and mosquitoes. However, the Contractor may be called upon to manage or remove these pests as an additional service and be compensated at the additional services rate. (Refer to Section 2.5 – Additional Services)

## **2.8 Initial Comprehensive Inspection**

A thorough, initial inspection shall be conducted during the first month of the Contract by the Contractor's Inspector and the Facility Manager. The purpose of this initial inspection is for the Contractor to further evaluate the pest management needs of the premises, incorporate any agency or facility requirements, and to discuss these needs with the Facility Manager.

The following specific points should be included in this evaluation:

- a. Identification of problem area(s) in and around the facility.
- b. Identification of structural features or personnel practices that are contributing to pest infestations.
- c. Evaluation of previous pest management efforts.
- d. Facilitation of Contractor access to all necessary areas. Access to building space shall be coordinated with the Facility Manager.
- e. Confirmation that the Contractor will comply with any restrictions or special safety precautions set forth for the facility.

## **2.9 Submission of IPM Plan**

1. Following the initial comprehensive inspection of a building, the Contractor will further develop a final detailed Integrated Pest Management Plan (IPM Plan) and service schedule using Contractor's best judgment and industry best practices. This IPM Plan and service schedule should address any structural or operational changes that should facilitate the pest management effort. In addition, the IPM Plan must identify the proposed materials, including any alternatives to pesticides (as a last resort). Materials used must be identified by their Environmental Protection Agency (EPA) accepted common name (generic name) and EPA Product Registration Number (if applicable). Pesticide labels,

which normally include in-depth safety and use documentation, are required. Safety Data Sheets (SDS) must be provided as required by federal and state laws.

The IPM Plan must indicate the building and specific location(s) and rationale for each material used. Proposed trapping devices for rodents, if any, shall also be included by type and name of trap, the building and specific location(s) and rationale for each type of use. The IPM Plan should describe in detail the Contractor's means for monitoring pest populations in and around the building. The IPM Plan must address the threat of pests not only from surrounding areas but also pests that may be introduced to the facility via incoming foods, packages, cartons, and other materials. In addition, the IPM Plan should take into consideration agency and facility requirements.

- a. This written plan and schedule for office spaces must be submitted to the Facility Manager for approval prior to initiation.
2. The IPM Plan and schedule shall be submitted not more than ten working days following the initial inspection of the premises. OGS will render a decision regarding the acceptability of the plan and schedule for their buildings within 10 working days following receipt. The Contractor shall be on-site to implement the plan and schedule within five working days following notice of approval of the plan. If the plan is disapproved, the Contractor shall have five working days to submit a revised plan and schedule.
  - a. Any subsequent changes in the plan and schedule and/or additions to the approved materials list must be approved by OGS. The plan will be jointly reviewed and revised at least every six months or as requested by the Facility Manager.

## **2.10 Initial Integrated Pest Management Plan and Schedule**

Upon award of the resultant contract, the Contractor shall implement a comprehensive Integrated Pest Management Plan and Schedule using Contractor's best judgment and industry best practices and shall continue until such time as Contractor's Integrated Pest Management Plan and Schedule is approved by the Facility Manager for the building as noted in Section 2.9 (above).

The Contractor must provide an updated copy of the Pesticide Business Registration for the NYSDEC upon award.

## **2.11 Inspection and Monitoring**

1. Following the initial comprehensive inspection, a critical aspect of the IPM Plan shall be the establishment of a monitoring program to regularly identify causative conditions, infested zones and allow an assessment of pest population levels. Both comprehensive inspection and monitoring shall be continued throughout the duration of the resultant contract term.
2. Throughout the contract term, the premises covered shall be inspected periodically by NYS to determine the effectiveness of the IPM program. At the request of the Facility Manager, the Contractor may be subjected to an inspection from outside regulatory Agencies. Inspection results will be documented in writing. The Contractor shall promptly initiate actions to correct all deficiencies found.
3. The Contractor shall furnish an appropriate supply of tools and materials necessary for the Facility Manager to examine the interior of all rodent bait stations or other enclosures, if any are used. These materials may include Allen wrenches to loosen and re-tighten fasteners, keys to open locks, or replacement self-locking plastic ties. Inspection mirrors, flashlights, and implements to cut plastic ties or seals are not included under this provision.

4. The Contractor is required to keep a list and/or maps of all equipment, materials, and tools that are on-site and their location. The list and/or map must be kept current at all times throughout the contract term, and reflect any added, removed, and moved traps. The list and/or maps should be made available to OGS upon request.

## 2.12 Interventions

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

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

## 2.13 Pesticide Applications

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

1. OGS must receive from the Contractor or its technicians sample labels of all chemicals and materials.
2. In cases where it has been determined that a particular chemical or product in use at this facility has lost its effectiveness (e.g., due to a resultant increase in resistance in the target pest population), the Contractor shall replace such ineffective chemicals with more effective alternative choices upon approval of the Facility Manager.
3. Within 30 days from the start of the resultant contract, the Contractor shall provide to OGS, the following safety and technical data for chemicals to be used in this facility:
  - a. A list of chemicals including Environmental Protection Agency (EPA) accepted common name (generic name) and EPA Product Registration Number trade name and name of active and inert (including carriers) ingredients, list respective chemical classifications for each product intended to be used. Organophosphates and chlorinated hydrocarbons are not acceptable. Further, aerosol spray formulations will be highly discouraged. If spray formulations are deemed absolutely necessary, prior written approval by NYS OGS is mandatory. Chemicals, where necessary, shall be restricted to non-persistent chemicals that are least harmful to people, non-target species, and the environment.
  - b. Safety Data Sheets for each chemical.
  - c. Antidote data where applicable, including a copy of a standard quick reference chart.
  - d. A list of poison control centers and respective telephone numbers as they may apply to the geographic area in which the facility described herein is located.
4. The Contractor shall be responsible for the safe use of all products. Pesticides should be applied according to label instructions. Necessary safety equipment and protective

clothing must be worn when necessary. All pesticides used by the Contractor must be registered with the US Environmental Protective Agency (EPA) and the NYS Department of Environmental Conservation (DEC). Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State, and local laws and regulations. The environment, non-target species, and people shall be protected at all times.

5. The Contractor shall minimize the use of synthetic organic pesticides wherever possible. For example:
  - a. The use of crack and crevice application of pesticides directly to pest harborage areas is acceptable. However, spraying crack and crevice exposed surfaces in the general vicinity of harborage areas shall not be allowed.
  - b. The use of boric acid powder and gel or paste baits for cockroaches is acceptable. However, sprays are not appropriate.
  - c. Pesticide fogs or space sprays (including mists and ultra-low volume applications) are restricted to unique situations for which no alternative measures are practical. Such situations should rarely, if ever, occur.
6. Pesticides should be applied in such a manner to prevent contaminating persons, food, property, and buildings. Only when absolutely necessary, chemicals may be applied at night or on weekends, at no additional cost to the State. The Contractor shall coordinate with the Facility Manager to properly ventilate, where necessary, the premises before occupants re-enter the location/facility. Tenants should remain out of sprayed area for the time period specified on the label instructions. Use of spray or aerosol pesticides should be a very rare event and only performed with the Facility Manager's specific approval.
7. Contractor shall cooperate with the Facility Manager to place proper public notices or otherwise inform location/facility occupants regarding what pesticides will be applied, where pesticides will be applied, and when pesticides will be applied.
8. Contractors must comply with all local and State regulations and codes regarding timely prior notices.

## **2.14 Pesticide Neighbor Notification Law**

Notification to the school community of potential pesticide applications is an additional component of IPM education. The Pesticide Neighbor Notification Law, Section 409-h of the Education Law, has formalized a notification process and provides specific direction on when and how notification must take place. The Neighbor Notification Law, effective July 1, 2001, applies to all public and nonpublic elementary and secondary schools and details specific parties who must be notified, as well as the times and circumstances related to such notification. This requirement states that schools provide a written notice to all parents, guardians, and staff. It is the Contractor's responsibility to advise schools of their intent to apply pesticides allowing for sufficient time for the schools to meet the requirements of the Education Law. The responsibility for notification rests at the school level in accordance with the law. Further information relative to the law may be found at the NYS Education Department's website at: [http://www.p12.nysed.gov/facplan/IPM/Pesticide\\_Neighbor\\_Notification\\_Guideline\\_Schools\\_081202.html](http://www.p12.nysed.gov/facplan/IPM/Pesticide_Neighbor_Notification_Guideline_Schools_081202.html)

If pesticides are to be used at day care locations, it must be in compliance with the "Pesticide Use at Schools and Day Care Centers" as stated on the NYS Department of Environmental



Conservation's website. [Business/Agency Pesticide Information - NYS Dept. of Environmental Conservation](#)

In addition, notice must be given to OGS a minimum of three business days prior to the use and approved by the Facility Manager.

## **2.15 Rodent Management**

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

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

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

## **2.16 Record Keeping**

1. The Contractor shall be responsible for maintaining complete and accurate pest management records. For the location/facility that is serviced under the resultant contract, the Contractor shall maintain its own service logbook, which will be made available to the on-site office and updated on each visit by the Contractor.
2. The service log must contain the following items:
  - a. Date chemicals were applied, location and amount of chemicals applied, number of non-chemical monitoring devices used and locations.
  - b. Pest surveillance data sheets that record, in a systematic fashion, the indicators of pest population levels and causative conditions revealed by the Contractor's monitoring program for the location/facility.
  - c. Arrival and departure time of the Contractor's technician performing the service and all information on material and device applications (conform to specific pesticide information as required by statute).
3. Contractor must maintain a monthly report that shall be available to OGS upon request. This report shall include but not be limited to the "service log" data indicated above.
4. By Wednesday, following weekly services, a weekly report shall be submitted via email to the Facility Manager detailing the areas of the facility which were serviced during the previous week. The report shall also include chemicals, traps, etc. used and what if any, additional treatments may be necessary in each area.

## **2.17 Badges**

OGS ID badges will be strictly required and must be prominently displayed at all times by all employees performing work on State premises. OGS will provide the ID badges to the Contractor at a cost of \$13.00 per employee. If a replacement badge is needed for one which is lost there is a replacement cost. These badges are obtained from the Department of Motor Vehicles system for all employees with a driver license or non-driver ID. Employees who do not have either a New York State Driver's license or non-driver ID will be required to obtain one in order to process the ID. Note – There is a process for obtaining ID Badges, which will be discussed at the initial job meeting upon award.

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

Prior to service commencement, the Facility Manager shall inform the Contractor of known hazard(s) or chemical(s) the Contractor may encounter during the performance of obligations herein. This notification shall include site-specific practices necessary for the safe conduct of work, in compliance with applicable standards, rules, regulations, and OGS procedures.

The Contractor shall provide safety orientation training for each employee. Orientation shall include, but not be limited to, the following subject areas: OSHA 10, hazard communication, personal protective equipment, safety hazards, injury reporting protocols, and emergency evacuation procedures. The Contractor is required to provide the Facility Manager with sufficient proof of training, for each employee, prior to the individual's performance of services at the Facility.

It is the Contractor's responsibility to provide the Facility Manager with all employee updates and/or renewals necessary to satisfy the general contract obligations. Failure to provide documentation may result in the rejection of employee(s) until satisfactory documentation is provided.

The Contractor must coordinate with the Facility Manager to be informed of the site's Emergency Action Plan. The Contractor's Staffing Plan provided pursuant to §4.1, shall designate an emergency contact for use in the event of an environmental health and safety emergency. Once the contract is awarded, any change to the emergency contact during the duration of this agreement, including name or contact information, must be communicated to the Facility Manager, immediately.

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

## **2.19 Right to Know**

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

## **2.20 Safety Data Sheets (SDS)**

Within ten calendar days' post-award of an executed contract, the Contractor shall provide a written list and associated SDS Sheets of all chemicals to be used at the Facility. Two copies will be required, one copy will be held by the Contractor and one copy will be provided to the respective Facility Manager's office at each location. This chemical list/inventory shall be updated by the Contractor and provided to the Facility Manager monthly.

## **2.21 Prevailing Wage Rate Advisory Notice**

This contract is subject to the prevailing wage requirements for public works. The NYS Department of Labor has determined that the prevailing wage title applicable to this contract is for Exterminators, Fumigators. DOL Article 9 - Prevailing Rate Case Number PRC# 2024901168 has been assigned to the project.

For additional information and requirements regarding Article 9 Prevailing Wage Rates, please see: <https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt>

## **2.22 Contractors Compensatory Liability**

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

incurred to complete the work. OGS further reserves the right to collect such reimbursement from any outstanding payments due to the contractor.

## 2.23 Background Checks

The Contractor must perform a background check, and make a suitability determination, on each employee before said employee may perform On-Site contract services at the Facility.

**NOTE:** The cost to the Contractor for performing requirements of this section should be considered when calculating quote prices. The Contractor will not be entitled to charge separately, or seek reimbursement, for costs to comply with this requirement. Background checks pursuant to this agreement shall be performed at no additional cost to the State. For purposes of this clause, the following definitions apply:

| Term                      | Definition   |
|---------------------------|--|
| Suitability               | 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 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.   |

The 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 commencement of services. The list shall be updated and resubmitted to the Facility Manager as changes occur including any On-Site incidents.

### **Background Check Guidelines**

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 an employee clearance to secured areas.

At a minimum, the background check and suitability determination must include an evaluation of the information resources identified below.

| <b>Background Check: Information Resources</b>   |
|--|
| <ul style="list-style-type: none"> <li>▪ Verification that the individual is not named on a national watched person database, including the Specially Designated Nationals and Blocked Persons list published by the U.S. Treasury Department.</li> <li>▪ Criminal History checks to be performed either by using a national database that contains criminal histories and supplement this search by checks of NYS Office of Court Administration (“NYSOCA”) and comparable searches of states where the person has lived, worked, or attended school during the past 5 years; OR by obtaining the record of convictions from NYSOCA directly and from their equivalents from other states where the person might have lived, worked, or attended school during the last 5 years.</li> <li>▪ DMV driving records.</li> </ul> |

- Social Security Number trace.
- Verification of U.S. citizenship or legal resident status.
- Residential history. This should be requested on the employment application to compare against data from the DMV, or other records searches, for verification.

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

**Background Check: Indicators of Unsuitability**

- Loyalty or terrorism issues.
- Patterns of conduct (e.g., alcohol/drug abuse, financial irresponsibility/major liabilities, dishonesty, unemployability for negligence or misconduct, criminal conduct).
- Dishonorable military discharge.
- Felony and misdemeanor offenses.
- Employment-related misconduct, including 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.

**Background Check: Factors Affecting Determination**

- The nature, extent, and seriousness of the conduct.
- The circumstances surrounding the conduct.
- The frequency and recency of the conduct.
- The individual’s age and maturity at the time of the conduct.
- The presence or absence of rehabilitation and other pertinent behavior changes.
- The potential for pressure, coercion, exploitation, or duress.
- The likelihood of continuation of the conduct.
- How, and if, the conduct bears upon potential job responsibilities.
- 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 individual’s ability to perform services, under the terms of this contract, or that it is deemed sufficiently serious to bar the employee from a State site.

***Employee Removal***

At any point, should the Contractor become aware that an employee working On-Site poses an unacceptable risk to the State, the Contractor shall immediately remove that employee from the

site, notify the Facility Manager that such a removal has taken place, and replace them with a qualified substitute immediately.

***Notification***

Prior to commencement of On-Site contract performance, the Contractor shall notify the Facility Manager that the background checks and suitability determinations required herein have been completed for all individuals.

**2.24 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.

**2.25 Confidentiality**

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

### 3. Quote Submission

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#### 3.1 RFQ 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:

Heather Williams, Contract Management Specialist 1  
NYS Office of General Services  
Financial Administration – Agency Procurement Office  
32<sup>nd</sup> Floor, Corning Tower Bldg., Empire State Plaza  
Albany, NY 12242  
Phone: 518-474-9603  
Email: [Heather.Williams@ogs.ny.gov](mailto:Heather.Williams@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 RFQ. The final deadline for submission of any questions/clarifications regarding this RFQ 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 Quote Format and Content

In order for the State to evaluate quotes 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 quote.

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 quote. If further clarification is needed during the evaluation period, OGS will contact the Bidder.

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

- A. Cover Letter: The cover letter should confirm that the Bidder understands all the terms and conditions contained in this RFQ and will comply with all the provisions of this RFQ. Further, that should the contract be awarded to your company, you would be prepared to begin services on the date indicated in Section 1.3 – Key Events. The cover letter should also include the full contact information of the bidder's representative that OGS shall contact regarding the quote. A Bidder representative authorized to make contractual obligations must sign the cover letter.
- B. Proof of Minimum Qualifications: Bidders must submit sufficient information to prove their ability to meet the minimum qualifications as set forth in Section 1.4.
- C. Experience & Staffing Plan: Bidders shall describe their capabilities to provide the services required in this RFQ by providing the following:
  - i. A description of the Bidder's experience with Pest Control and Maintenance.
  - ii. Staffing Plan, including resumes, licenses, certificates, and the use of any subcontractors as required by Section 2.6 – Staffing Requirements.

- D. **Pricing:** Bidders shall submit a completed Attachment 1 – Quote Proposal Form. Each item must be complete with no lines omitted. Bidder shall not provide alternative pricing or deviate from Attachment 1 – Quote Proposal Form. Alternative pricing methodologies will not be considered and may result in the rejection of the quote.
- E. **Administrative Submission:**
- i. All required completed forms from RFQ Appendix B.
  - ii. Signed quote addenda (if any)
  - iii. Important Notes:
    - i. 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.
    - ii. M/WBE & EEO Requirements- Bidders are reminded of the requirements as described in Appendix E.
    - iii. SDVOB Requirements- Proposers are reminded of the requirements as described in Section 5.15.
    - iv. Document Consistency - An award will only be made to the entity which has submitted quote. All submitted documents must be consistent with official name of bidding entity, FEIN and NYS Vendor ID number.

### 3.3 Quote Preparation

All quotes must be completed in ink or machine produced. Quotes submitted handwritten in pencil will be disqualified.

### 3.4 Packaging of RFQ Response

Please submit:

- A. One original of Attachment 1 – Quote Proposal Form
- B. One original of the Cover Letter; Minimum Qualifications information; Experience and Staffing Plan
- C. One original of the Administrative Submission

**Please provide one digital record (Thumb Drive) containing the above submission items.**

If there are any differences between the paper submission and the electronic submission, the paper submission shall take precedence.

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

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

- A. Bidder's complete name and address
- B. Solicitation Number: RFQ #2896
- C. Quote Due Date and Time: (as stated in Section 1.3 - Key Events)
- D. Quote for Integrated Pest Management Services at the Adam Clayton Powell, Jr. State Office Building



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

### **3.5 Instructions for Quote 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 quote documents to the NYS Office of General Services - Division of Financial Administration at the following address:

NYS Office of General Services  
Financial Administration – Agency Procurement Office  
32<sup>nd</sup> Floor, Corning Tower Bldg., Empire State Plaza  
Attn: Heather Williams  
RFQ #2896

#### **E-MAIL QUOTE 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 quote or for any work performed prior to the formal execution and approval of a contract.

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

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

**Any Quote received at the designated location after the established time will be considered a Late Quote. A Late Quote may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Quote may be accepted in the Commissioner's sole discretion where (i) no timely Quotes meeting the requirements of the Solicitation are received, or (ii) the Bidder has demonstrated to the satisfaction of the Commissioner that the Late Quote 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 Quote.**

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

Quotes must remain open and valid for 90 days from the due date, unless the time for awarding the contract is extended by mutual consent of NYS OGS and the Bidder. A quote shall continue to remain an effective offer, firm and irrevocable, subsequent to such 90-day period until either tentative award of the contract(s) by issuing Office is made or withdrawal of the quote 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 RFQ remains the property of the State at all times, and all responses to this RFQ, once delivered, become the property of the State.

#### **Important Building Access Procedures for Delivered Quotes:**

Building Access procedures are in effect at the Corning Tower. Photo identification is required. All visitors must register for building access, for delivering quotes. **Vendors are encouraged to pre-register by contacting the designated contact at Phone: 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 quotes or conduct business with OGS should allow extra time to comply with these procedures. These procedures may change or be modified at any time.

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

<https://empirestateplaza.ny.gov/parking>

## **4. Administrative Information**

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### **4.1 Issuing Office**

This RFQ is being released by the New York State Office of General Services, Division of Financial Administration, on behalf of the OGS Division of Real Estate.

### **4.2 Method of Award**

OGS intends to award one contract to the lowest responsive and responsible Bidder. The lowest Bidder shall be determined by the Annual Grand Total Bid as represented on Attachment 1 – Quote Proposal Form.

Upon determination of the lowest responsive and responsible quote, a contract will be sent to the successful Bidder for signature and shall be returned to the Issuing Office for all necessary State approvals. Upon final approval, a completely executed contract will be delivered to the Contractor.

The Annual Grand Total Bid amount of the successful Bidder shall be used to establish the total contract value. The established total contract value shall not be exceeded.

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

### **4.3 Term of Contract**

The contract resulting from this Solicitation shall commence on July 26, 2025, and will be in effect for three years.

### **4.4 Price**

Bidders must submit pricing using Attachment 1 - Quote Proposal Form. Any alterations, qualifiers, etc. will result in rejection.

Bidders shall quote per unit prices as described below. Quotes prices shall include all proposed labor, equipment, materials, supplies, etc. to provide the specified service. All prices quoted shall be inclusive of all customs, duties, and charges including, but not limited to, travel, insurance, administrative, profit, and ancillary costs.

The total value of this contract shall be capped at \$85,000.00. Quotes exceeding this amount will not be considered.

- Item A – Monthly Fee: Pricing shall be represented as the monthly cost for all specified services. Note that Item A pricing in total is inclusive of compensation for all areas, including common areas (indoor and outdoor).
- Item B – Additional Services: Pricing shall be represented as hourly rates for the specified titles and a percentage markup over cost for any materials. Estimated hours and material costs are used for evaluation purposes.
- Item C: Shall be the Total Annual Quote amount. This cost will be calculated by adding (A) Monthly Fee multiplied by 12 months and (B) Annual Additional Services Cost.

**The Contractor agrees that from the effective date of the contract until contract termination, the rates charged by the Contractor and paid for by NYS OGS will be equal to or lower than any rates provided by the Contractor to other customers for like services.**

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 - Quote 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).

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

The Contractor is to submit a quote 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 quote, dependent upon fluctuations in the Consumer Price Index for All Items, New York-Northern NJ-Long Island, NY-NJ-CT-PA), as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Visit their website at <http://www.bls.gov/data/>. Actual adjustments shall not exceed 5%.

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 July 2025, the 'base' month will be April. The contract allows for an adjustment after the first year, it would be based on the difference between the April 2025 CPI and the April 2026 CPI and become effective in July 2026.

The Consumer Price Index is published around the middle of each month for the prior month (i.e. the January figure is not published until mid-February). The Contractor has the sole responsibility to request, in writing, a rate adjustment. This request must be received 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 Agency Procurement Office at either:

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

**OR**

[ogs.sm.agencyprocurementoffice@ogs.ny.gov](mailto:ogs.sm.agencyprocurementoffice@ogs.ny.gov)

Should a Contractor fail to submit their request, 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.

## 4.6 Method of Payment

Payments will be processed by the State when products have been delivered in satisfactory condition or services have been satisfactorily performed. The item numbers below correspond to the payable items on RFQ Attachment 1 – Quote Proposal Form.

Item A – Monthly Fee. Payment for the monthly fee will not be approved until OGS has received the corresponding monthly report as described in Section 2.16 – Record Keeping.

Item B – Additional Services and Material Markup. OGS will pay rates bid in accordance with RFQ Attachment 1 – Quote Proposal Form. Additional Services will only be paid when pre-approved by OGS in writing.

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

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

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

All Invoices are to be submitted for payment to:

Office of General Services  
C/O BSC / Accounts Payable  
1220 Washington Ave., Bldg. 5, 5th Fl                      or                      [Accountspayable@ogs.ny.gov](mailto:Accountspayable@ogs.ny.gov)  
Albany, New York 12226

### **In addition, a copy of the invoice and reports must be forwarded to:**

NYS Office of General Services  
Real Property and Facilities Management  
39<sup>th</sup> Floor, Corning Tower Bldg., Empire State Plaza  
Albany, NY 12242

Or by email: [ogs.sm.rmpurchasingsupportservicesunit@ogs.ny.gov](mailto:ogs.sm.rmpurchasingsupportservicesunit@ogs.ny.gov)

## 4.7 Electronic Payment

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Contractor must arrange for electronic payment through the NYS Statewide

Financial System (SFS) Vendor Portal. Information regarding SFS Vendor Portal is available at the following website: <http://www.sfs.ny.gov/index.php/vendors>. If Contractor doesn't have SFS Vendor Portal credentials, they may request them via e-mail at [Helpdesk@sfs.ny.gov](mailto:Helpdesk@sfs.ny.gov), or phone at 518-457-7717. The 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.

#### **4.8 Exceptions and Extraneous Terms**

The Issuing Office will consider all requests to waive any Solicitation requirement. The term "Solicitation requirement" as used herein shall include any and all terms and conditions included in the Solicitation documents. Bidders should be aware that failure to obtain a waiver of any quote requirement in advance of quote submission, and/or inclusion of extraneous terms in the form of exceptions, assumptions, qualifiers, ranges, modifications, etc. with quote submission, may result in rejection of quote 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 the 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 the Key Events section (if the response results in a change to the Solicitation), or directly to the requesting vendor.

#### **4.9 Dispute Resolution**

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

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

#### **4.10 Rules of Construction**

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

## **4.11 Balanced Quotes**

Prices quoted must be in balance. A quote is mathematically unbalanced if the quote is structured on the basis of nominal prices for some work and inflated prices for other work; that is, each element of the quote must carry its proportionate share of the total cost of the work plus profits.

Quotes with extreme variations, or where obvious unbalancing of unit prices has occurred, will be thoroughly evaluated by OGS. Out-of-balance quotes may be rejected in whole or in part; however, OGS reserves the right to negotiate prices with the bidder to balance unbalanced pricing.

## **4.12 Prime Contractor Responsibilities**

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the RFQ, and the contract resulting from the RFQ. The Prime Contractor will be fully responsible for the work being completed by their Subcontractors. A foreman from the Prime Contractor must be on site overseeing the Subcontractors' removal and install of all pumps and motors. No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this RFQ or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or Subcontractor(s) who carry out any of the provisions of any contract resulting from this RFQ.

## **4.13 Examination of Contract Documents**

- A. 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.
- B. 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.
- C. Any Bidder in doubt as to the true meaning of any part of the specification or the proposed contract documents shall submit to Heather Williams, NYS Office of General Services, Division of Financial Administration, 32nd Floor, Corning Tower Building, Empire State Plaza, Albany, New York 12242, or Email: Heather.Williams@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 the 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.
- D. Any addendum issued prior to the 'Quote Due Date' as stated in Section 1.3 - Key Events, must be acknowledged by signature, dated, and be submitted as part of the Administrative Quote. In awarding a contract, any addenda will become a part thereof.
- E. Any verbal information obtained from, or statements made by, representatives of the Commissioner of General Services at the time of examination of the documents, and/or the Mandatory Site Visit shall not be construed as in any way amending contract documents.

Only such corrections or addenda as are issued, in writing, to all Bidders shall become a part of the contract.

#### **4.14 Debriefings**

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Quote 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 quote submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact(s) identified in the Solicitation.

#### **4.15 Procurement Rights**

The State of New York reserves the right to:

- A. Reject any and all quotes received in response to this Solicitation.
- B. 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.
- C. Correct Bidder's mathematical errors and waive or modify other minor irregularities in quotes received, after prior notification to the Bidder.
- D. Adjust any Bidder's expected costs of the quote price based on a determination of the evaluation committee that the selection of the said Bidder will cause the State to incur additional costs.
- E. Utilize any and all ideas submitted in the quotes received.
- F. Negotiate with Bidders responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
- G. Begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification.
- H. Waive any non-material requirement not met by all Bidders.
- I. Not make an award from this Solicitation.
- J. Make an award under this Solicitation in whole or in part.
- K. Make multiple contract awards pursuant to the Solicitation.
- L. Have any service completed via separate competitive quote or other means, as determined to be in the best interest of the State.
- M. Seek clarifications of quotes.
- N. Disqualify any bidder whose conduct and/or quote fails to conform to the requirements of the RFQ.
- O. Prior to the quote opening, amend the RFQ specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- P. Waive any requirements that are not material.
- Q. If two or more quotes are found to be substantially equivalent, the Commissioner of OGS, at their sole discretion, will determine award using the pre-established process.



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

#### **4.16 Use of State Tools and Equipment**

Contractor shall be permitted to use any available, State-owned, fixed, and non-fixed tools, equipment and lifting gear (“State Equipment”) in the performance of the Contract, provided the use of the State Equipment is within the scope of the services to be performed under the Contract.

Prior to the commencement of any work under this Contract, Contractor shall inspect the State Equipment at each location to determine if Contractor desires to use any available State Equipment. All State Equipment that will be used by Contractor shall be listed on RFQ Attachment 3 – State Tools and Equipment Use Request, attached to and made a part of this Contract. The parties may revise or update RFQ Attachment 3 – State Tools and Equipment Use Request, when mutually agreed upon by both parties and the revised or updated version shall be made a part of the Contract. Contractor shall not be permitted to use any State Equipment that is not listed on RFQ Attachment 3 – State Tools and Equipment Use Request.

State Equipment is available for the use of the Contractor on an “as is/where is” basis, with no representations or warranties as to condition, fitness for use, or compliance with applicable laws, regulations, or requirements. Contractor acknowledges that it is familiar with how to use the State Equipment and is aware of the risks and dangers that may arise as a result of the use (and improper use) of the State Equipment, which may include, without limitation, tripping hazards, falls from a height, and objects falling from above, which are inherently dangerous and could result in, among other things and without limitation, cuts, scrapes, puncture wounds, or bruises; sprained joints; bruised or torn tendons, ligaments, and muscles; broken bones; spinal injuries; concussions or other brain injuries; and even death.

Contractor agrees that the State Equipment may only be used by Contractor’s employees, agents or subcontractors who have been properly trained to use the equipment and, if applicable, have read the manufacturer’s operations manuals and have been certified or accredited to appropriately operate the State Equipment.

Contractor shall routinely inspect the State Equipment and use each item of State Equipment only for its intended purposes and only if there are no defects or deficiencies noted. If Contractor believes that there is a need for repair, replacement, or maintenance of any of the State Equipment, Contractor shall not use the defective or deficient State Equipment, but Contractor shall notify OGS in accordance with the “Notices” section of any Contract resulting from this solicitation, and OGS shall then, in its sole discretion, determine if repair, replacement, or maintenance is required, and cause the same to be performed in a timely manner at the sole cost and expense of OGS; provided, however, that repairs, replacements, or maintenance that are necessary due to the negligence or willful misconduct of Contractor, its employees, agents, or subcontractors shall be performed by OGS at Contractor’s sole cost and expense.

Contractor assumes all risks of injury to itself, its employees, and its property arising out of the use of the State Equipment and hereby releases, indemnifies, and holds harmless the People of the State of New York, and its officers, employees, and agents (“Releasees”), with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

The State Equipment shall remain the property of OGS and may not be removed by the Contractor. At the expiration or earlier termination of this Contract, the State Equipment shall be returned to OGS in the same condition it was in at the commencement of the Contract, reasonable wear and tear excepted.

## **5. Contract Clauses and Requirements**

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

Appendix A — Standard Clauses for New York State Contracts, dated June 2023, 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 (June 2023)
2. Contract Service Agreement
3. OGS Request for Quote Number 2896, including any Addenda
4. Selected Contractor's Quote including Attachment 1 – Quote Proposal Form

### **5.2 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 said right. No waiver of any breach of the Agreement at any time in the past shall constitute a waiver of subsequent breach.

### **5.3 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 a Vendor during the procurement process. A Vendor is restricted from making contacts from the earliest posting, on a governmental entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter of intent to solicit offers/quotes through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified on the first page and in Section 1.2. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Vendor pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Vendor is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: <http://www.ogs.ny.gov/acpl/>

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

During the evaluation process, the content of each quote will be held in confidence and details of any quote will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law (FOIL) 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 quote 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 RFQ Appendix B hereto. Requests for exemption of the entire contents of a quote from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

## 5.5 General Requirements

- A. The Bidder agrees to adhere to all State and Federal laws and regulations in connection with the contract.
- B. 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.
- C. The Bidder agrees that in any contract resulting from this RFQ it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
- D. The Bidder agrees that any contract resulting from this RFQ may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of OGS.
- E. For reasons of safety and public policy, in any contract resulting from this RFQ, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
- F. For purposes of any contract resulting from this RFQ, 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.
- G. OGS interpretation of specifications shall be final and binding upon the Contractor.
- H. The Commissioner of OGS will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- I. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Bidder has based its quote on the more expensive option. Final decision will rest with OGS.
- J. INSPECTION – For purposes of any contract resulting from this RFQ the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, OGS may terminate the contract and employ another Contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
- K. STOP WORK ORDER – OGS reserves the right to stop the work covered by this RFQ 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 quote, the Contractor shall be liable to the State of New York for any such costs on account thereof. In the event that OGS issues a stop work order for the work as provided herein, the Contractor shall have ten working days to respond thereto before any such stop work order shall become

effective. Provided, however, that if an emergency situation exists, as reasonably determined by OGS, then the stop work order shall be effective immediately.

- L. OGS reserves the right to reject and bar from the facility any employee hired by the Contractor.

## 5.6 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 quoting, any known/planned use of Subcontractors must be disclosed in detail with quote submission. If Subcontractors are to be used for base scope services, it shall be understood that the quote price includes the cost of the Subcontractor, and no additional markups will be allowed.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this 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.

Any Subcontractor shall be subject to the applicable terms, conditions and requirements contained herein. The Contractor shall be responsible for informing the Subcontractors of all terms, conditions, and requirements of the contract documents.

During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to the OGS Representative, Governor Nelson A. Rockefeller Empire State Plaza, 39<sup>th</sup> Floor, Corning Tower Building, 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 OGS Representative may require concerning the proposed Subcontractor's ability and qualifications.

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

- A. The Contractor shall procure goods and services using commercially reasonable and prudent practices to obtain the most favorable price and terms. The Contractor will make his/her best efforts and shall document same to obtain written quotes 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:
  - i. Each quote will be solicited in a form and manner conducive to uniformity in all quotes. The Contractor will maintain documentation of the Solicitation and results.
  - ii. If the Contractor desires to accept other than the lowest bidder, or where competitive quotes are not possible, adequate justification must be provided to the State for required prior approval.

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

## **5.7 Extent of Services**

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

## **5.8 Termination**

### **A. Termination**

The Office of General Services may, upon thirty 30 days' notice, terminate any contract resulting from this Solicitation in the event of the awarded Bidder's failure to comply with any of the bidder'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 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.

## **5.9 New York State Vendor File Registration**

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

in the New York State Vendor File, list the ten-digit vendor ID number on the Contractor Information page included in Appendix B of this Solicitation.

If the Bidder is not currently registered in the Vendor File and is recommended for award, OGS shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. The Office of General Services will initiate the vendor registration process for all Bidders recommended for Contract Award. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: [www.osc.state.ny.us/vendors/index.htm](http://www.osc.state.ny.us/vendors/index.htm). Form to be completed: [www.osc.state.ny.us/vendors/forms/ac3237s\\_fe.pdf](http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf).

## **5.10 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 RFQ, the Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

## **5.11 Indemnification**

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

## **5.12 Force Majeure**

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

## **5.13 Encouraging Use of New York State Businesses in Contract Performance**

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of the economic activity and leadership such businesses offer, Contractors are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of this agreement. Such partnering may be as Subcontractors, suppliers, protégés or other supporting roles.

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

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

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

## **5.14 Sexual Harassment Prevention**

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

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

Pursuant to N.Y. State Finance Law § 139-I, any quote 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 quote 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 quote 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 quote or may decide that there are sufficient reasons to accept the quote without such certification.

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

### **5.15 Participation Opportunities For New York State Certified Service-Disabled Veteran-Owned Businesses**

Article 3 of the New York State Veterans' Services 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 the economic activity such businesses offer, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

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

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

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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

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## **STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

**3. COMPTROLLER’S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) 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, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

**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, citizenship or immigration status, 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 and Technology Development  
625 Broadway  
Albany, New York 12245  
Telephone: 518-292-5100

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 33rd Floor  
New York, NY 10017  
646-846-7364  
email: [mwbebusinessdev@esd.ny.gov](mailto:mwbebusinessdev@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.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 May 2023, 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 899-bb and State Technology Law § 208).

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

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 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/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**

## Appendix B – Required Forms

## Required Forms – Table of Contents

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

- Contractor Information Page
- Corporate Acknowledgement (must be notarized)
- Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j (3) and §139-j (6) (b)
- Offerer Disclosure of Prior Non-Responsibility Determinations
- Offerer's Certification of Compliance with State Finance Law §139-k(5)
- NYS Required Certifications
  - Nondiscrimination In Employment In Northern Ireland Macbride Fair Employment Principles
  - Non-Collusive Bidding Certification
  - Diesel Emission Reduction Act
  - Executive Order No 177 Certification
  - State Finance Law § 139-I Certification
  - Small Business Certification
- Certification Under Executive Order No. 16- Prohibiting State Agencies and Authorities! from Contracting with Businesses Conducting Business in Russia
- EEO 100- Equal Employment Opportunity Staffing Plan

## Contractor Information

Solicitation Number

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

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

Please identify if any of the following apply:

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

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



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

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

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

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

## **Offerer Disclosure of Prior Non-Responsibility Determinations**

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### **Background:**

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

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

### **Instructions:**

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

## Offerer Disclosure of Prior Non-Responsibility Determinations

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

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature



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

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

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

## Procurement Lobbying Termination

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

# **NYS REQUIRED CERTIFICATIONS**

## **Nondiscrimination In Employment In Northern Ireland Macbride Fair Employment Principles**

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

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

## **Non-Collusive Bidding Certification**

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

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

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

## **Diesel Emission Reduction Act**

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

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

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

### **Executive Order No. 177 Certification**

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

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

Generally, the Human Rights Law applies to:

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

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

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

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

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

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

### **Small Business Certifications**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Certification Under Executive Order No. 16- Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia**

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

|                      |       |       |  |
|----------------------|-------|-------|--|
|                      |       |       |  |
| Authorized Signature |       | Date  |  |
|                      |       |       |  |
| Print Name           |       | Title |  |
|                      |       |       |  |
| Company Name         |       |       |  |
|                      |       |       |  |
| Address              |       |       |  |
|                      |       |       |  |
| City                 | State | Zip   |  |

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

**Instructions for completing:**

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

**RACE/ETHNIC IDENTIFICATION**

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

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

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

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

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

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



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

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

Enter the total number of employees for each classification:

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

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

# **Appendix C**

## **Sample Contract**

**Solicitation No. 2896**

SAMPLE



**STATE OF NEW YORK  
OFFICE OF GENERAL SERVICES  
AGREEMENT FOR  
INTEGRATED PEST MANAGEMENT SERVICES  
AT THE ADAM CLAYTON POWELL, JR. STATE OFFICE BLDG.  
IN NEW YORK, NY  
WITH  
(CONTRACTOR)  
CONTRACT #OGS01-T00XXXX-1140000**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the People of the State of New York, acting by and through the Commissioner of General Services, whose office is in the Corning Tower Building, at the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242 (hereinafter "Commissioner", "OGS" or "State"), and (Company Name), (hereinafter "Contractor"), with an office at \_\_\_\_\_.

**WITNESSETH:**

**WHEREAS**, the OGS is responsible for the Integrated Pest Management Services at the Adam Clayton Powell, Jr. State Office Building located at 163 West 125<sup>th</sup> Street, New York, NY 10027 (hereinafter the "State Office Building") and in fulfilling its responsibility deems it necessary to obtain integrated pest management services therefore, and

**WHEREAS**, OGS has determined after having solicited quotes from bidders willing to supply these services, that the Contractor submitted the quote affording the State the best price for such services and that the Contractor possesses the necessary capacity, experience and expertise for provision of integrated pest management services, and that Contractor is ready, willing and able to perform such services on the terms hereinafter set forth.

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

**1. CONSIDERATION**

OGS shall pay the Contractor for all Integrated Pest Management service fees and other fees and expenses in accordance with the amounts and rates put forth in the Contractor's quote attached hereto as Appendix "C", which Appendix C is hereby incorporated by reference and made a part hereof as fully as if set forth as length herein. This contract will be established with a not to exceed value of \$\_\_\_\_\_. Services performed beyond this amount will not be compensated.

**2. TERM**

This Agreement shall commence on July 26, 2025, and will be in effect for three 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 Quotes No. 2896, which is annexed as Appendix "B" hereto, and the Contractor's quote, 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.

### **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 New York State Office of General Services.

## **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 "Quote", 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 #2896 including Addenda
4. Appendix C – Contractor's Quote

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

## **15. FORCE MAJEURE**

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

## **16. ASSIGNMENT BY STATE**

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

## **17. NOTICES**

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

## **18. CAPTIONS**

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

## **19. SEVERABILITY**

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

## **20. CONTRACTOR RESPONSIBILITY**

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

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

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

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

**CONTRACT NO. OGS01-T00XXXX-1140000**

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

**Agency Certification**

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

**(Company Name)**

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

By: \_\_\_\_\_  
Name:  
Title:  
Federal I.D. No.:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

# 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 Quote**

**SAMPLE**

# **Sample Contract**

## **Appendix C**

### **Contractor's Quote**

**SAMPLE**



## Appendix D – Insurance Requirements

## Insurance Requirements

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

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

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

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

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

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

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

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

**2. Policy Forms.** Except as otherwise specifically provided herein, or agreed to in the Contract resulting from this Solicitation, all policies of insurance required by this Attachment shall be written on an occurrence basis. In the event that occurrence-based coverage is not commercially available, claims-made policy forms will be considered provided that, at minimum, it includes provisions that allow for (a) reporting circumstances or incidents that may give rise to future claims and (b) an extended reporting period of not less than three (3) years with respect to events that occurred but were not reported during the term of the policy.

**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 A.13. below. Certificates shall name **The New York State Office of General Services, Agency Procurement Office, 32<sup>nd</sup> Floor, Corning Tower, Empire State Plaza, Albany, New York 12242** as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to OGS and in accordance with the New York State Insurance Law (e.g., an ACORD 25 certificate)
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section of the Certificate or on a submitted endorsement: **Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.**

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

OGS requires Contractors to submit only certificates of insurance and additional insured endorsements. Contractors should refrain from submitting entire insurance policies. 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. OGS reserves the right to request other proof of insurance, including, but not limited to, policies, and Contractors agree to comply with all reasonable requests.

**4. Primary Coverage.** All Commercial General Liability, Business Automobile Liability, and Excess Umbrella 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, 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, 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, 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 12 19 (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 Commercial General Liability, Business Automobile Liability, Excess/Umbrella 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, 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, 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, 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 Commercial General Liability, Business Automobile Liability, and Excess/Umbrella Liability policies required below for on-going work and operations naming as additional insured (via ISO form CG 20 10 12 19 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage): The People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees. An Additional Insured Endorsement, or

the equivalent, evidencing such coverage shall be provided to OGS pursuant to the timelines set forth in Section A.13. 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; and
- For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: 5 business days from request or renewal.

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to OGS, OGS shall

extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

**B. Insurance Requirements**

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

| Insurance Type                                 |  | Proof of Coverage is Due   |
|--|--|--|
| <b>Commercial General Liability</b>            | No less than \$1,000,000 each occurrence | Upon notification of tentative award and updated in accordance with Contract |
| General Aggregate                              | \$2,000,000                              |  |
| Products-Completed Operations Aggregate        | \$2,000,000                              |  |
| Personal and Advertising Injury                | \$1,000,000                              |  |
| Medical Expenses Limit                         | \$5,000                                  |  |
| <b>Crime Insurance</b>                         | \$50,000                                 |  |
| <b>Business Automobile Liability Insurance</b> | No less than \$1,000,000 each accident   |  |
| <b>Workers' Compensation</b>                   |  |  |
| <b>Disability Benefits</b>                     |  |  |

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

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

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

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

- Premises liability arising from operations;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under the Contract;
- Cross liability for additional insureds; and
- Products/completed operations for a term of no less than three (3) years, commencing upon acceptance of the work, as required by the Contract.

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

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

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

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

**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.businessexpress.ny.gov](http://www.businessexpress.ny.gov));
- Form C-105.2 (9/15), *Certificate of Workers' Compensation Insurance*, sent to OGS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to OGS upon request from the Contractor; or
- Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
- Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

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

Information clarifying the New York State Workers' Compensation Law requirements is available at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov/content/main/Employers/requirements-businesses-applying-government-permits-licenses-contracts.pdf>.

**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-Reserved**

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

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

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

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

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

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

**RFQ 2896**

**Attachment 1 - Quote Proposal Form**

# ATTACHMENT 1 - QUOTE PROPOSAL FORM

NYS Office of General Services - Financial Administration  
32<sup>nd</sup> Fl., Corning Tower Bldg., Empire State Plaza  
Albany, NY 12242

**Contractor's Name:** \_\_\_\_\_

The above Contractor agrees to provide all labor, materials, and equipment to implement the necessary intervention aspects of the Integrated Pest Management (IPM) program as described in RFQ #2896 for the price(s) quoted below. This Quote Proposal Form must be completed, signed, and submitted with one original.

**ITEM A. MONTHLY FEE:** \$ \_\_\_\_\_ x 12 months = \$ \_\_\_\_\_

**ITEM A. ANNUAL TOTAL FOR MONTHLY FEE = \$** \_\_\_\_\_

## **ITEM B. ADDITIONAL SERVICES**

Hourly Rate for Entomologist \$ \_\_\_\_\_ X estimated 32 hours/year = \$ \_\_\_\_\_

Hourly Rate for Nuisance

Wildlife Control Officer \$ \_\_\_\_\_ X estimated 40 hours/year = \$ \_\_\_\_\_

Hourly Rate for Technician \$ \_\_\_\_\_ X estimated 200 hours/year = \$ \_\_\_\_\_

**Annual Total for Hourly Rates = \$** \_\_\_\_\_

## **MATERIAL MARKUP**

Material cost estimation \$1,200.00/year X \_\_\_\_\_ % Markup + \$1,200.00 = \$ \_\_\_\_\_

**Annual Total for Material Markup = \$** \_\_\_\_\_

**ITEM B. ANNUAL TOTAL FOR ALL ADDITIONAL SERVICES = \$** \_\_\_\_\_

(Annual Total for Hourly Rates + Annual Total for Material Markup)

**ITEM C. TOTAL ANNUAL QUOTE:** \$ \_\_\_\_\_

(Item A. Annual total + Item B. Annual Total)

SIGNATURE: \_\_\_\_\_

PRINT OR TYPE NAME \_\_\_\_\_

TITLE: \_\_\_\_\_

Early payment discounts offered    \_\_\_\_ % / \_\_\_\_ days after receipt of proper invoice  
  \_\_\_\_ % / \_\_\_\_ days after receipt of proper invoice

## **RFQ Attachment 2**

# **Additional Services Authorization and Receipt**





This form authorizes the Contractor's performance of contractually defined **Additional Services** which may be necessary to satisfy the below scope of work in conjunction with the attached cost proposal. It may also confirm receipt of goods and/or services by the Authorized User.

| Contract  | Cost Proposal  |
|---|--|
| Description: _____<br>Contract No.: _____<br>Mini-Bid No.: _____  | Location: _____<br>Proposal No.: _____<br>Proposal Date: _____ |
| Scope of Work: _____<br>_____<br>_____<br>_____   |  |
| Justification for Additional Services: _____<br>_____   |  |
| <b>Authorization for Additional Services</b>  |  |
| <p>The Contractor is hereby authorized to render the above services. This authorization is not a determination of the appropriateness or approval of the proposed costs for invoicing, as <b>Additional Services</b> or otherwise, in a manner inconsistent with the terms of the Contract.</p>   |  |
| Name: _____   | Title: _____   |
| Phone: _____  | E-mail: _____  |
| <b>Signature:</b> _____   | <b>Date:</b> _____   |
| <p>The <b>Authorized User</b> is the designated representative of the Office of General Services who, pursuant to the terms of the contract, may authorize the performance of <b>Additional Services</b>.</p>   |  |
| <b>Confirmation of Receipt</b>  |  |
| <p>Upon satisfactory completion of the <b>Scope of Work</b> authorized above, the below signature serves as confirmation of receipt. It is the Contractor's responsibility to ensure the <b>Additional Services</b> are invoiced in accordance with the terms and conditions of the contract.</p> |  |
| Name: _____   | Title: _____   |
| Phone: _____  | E-mail: _____  |
| <b>Signature:</b> _____   | <b>Date:</b> _____   |

This form does not replace or negate any other documentation necessary to meet proper invoicing requirements, such as proof of actual, fair, and reasonable cost or pricing. Invoices submitted without proper documentation will be denied.

**RFQ 2896**

**Attachment 3**

**State Tools and Equipment Use Request**



# **RFQ Attachment 4**

## **Invoice Checklist**

# WHAT TO INCLUDE ON YOUR INVOICE TO NEW YORK STATE

Please ensure your invoices include the following information. If information is missing, your invoice may be returned unpaid or payment may be delayed.

**1 Vendor Identification** – your legal business name, remit-to address, NYS Vendor ID#, and contact information in case there are questions.

**2 Invoice Date** – the date the invoice was created. The invoice date must be later than the date the goods or services were delivered or rendered.

**3 Unique Invoice Number** – you create your own invoice number. Use this number to obtain information about the status of your invoice in the SFS Vendor Self Service Portal.

**4 Bill to** – the name of the NYS agency that ordered the goods or services. Please also provide the delivery address and/or name of your agency's contact to help us if there are questions.

**5 Purchase Order (PO) Number** – if you received a PO, include the PO number.

**THE NYS Vendor** **Invoice**

Your Legal Address  
Suite 206  
Albany, NY 12205  
Phone (518) 4xx – 7xxx  
NYSvendor@vendor.com  
Fed ID # 26-1234567  
Vendor ID 0100000000

|           |           |
|-----------|-----------|
| Date      | Invoice # |
| 9/17/2018 | 17/18543  |

Bill to

NYS OGS  
32<sup>nd</sup> Floor, Corning Tower Bldg.  
Empire State Plaza  
Albany, NY 12242  
[accounts payable@ogs.ny.gov](mailto:accounts payable@ogs.ny.gov)

|         |              |
|---------|--------------|
| PO No.  | Terms        |
| 18P0254 | 2/10, net 30 |

| Quantity     | Description   | U/M   | Rate  | Amount            |
|--------------|---|-------|-------|-------------------|
| 50           | A full description of what was provided.<br>Including dates of service and PO line # if applicable. | Hours | 30.00 | 1,500.00          |
| <b>Total</b> |   |       |       | <b>\$1,500.00</b> |

Received  
Sept 19 2018  
Finance Office



The invoice must be delivered to the designated payment office specified in your agreement or on the PO you received. NYS will not accept invoices for items or quantities not delivered.

**6 Payment Term** – the payment discount you are offering. If no other term is provided, NYS pays all invoices NET 30 days from the date the invoice is received by the designated payment office as indicated on the PO or agreement. NYS will make every effort to pay invoices within a vendor's designated discount period, if provided. Invoices not paid in 30 days will have interest added to the invoice as required by law.

**7 Quantity** – of goods, property, or services delivered for each invoice line item.

**8 Description** – of the item being billed including PO line #, item #, contract #, and/or dates of service if applicable and available.

**9 Unit of Measure** – if you received a PO, the unit of measure for each item being invoiced must be consistent with the PO and PO line number.

**10 Rate** – the unit price as authorized in the PO or agreement.

**11 Total** – the payment amount being requested for the invoice.

Thank you for your help. NYS is committed to paying your invoices timely upon receipt of an invoice containing the information above.