



DIVISION OF FINANCIAL ADMINISTRATION

ADDENDUM #1

REQUEST FOR QUOTE #2982

Security Guard Services

Date: March 7, 2025

Quote Due Date: Wednesday, March 26, 2025 at 2:00 PM EST

To Prospective Proposers: This addendum is being issued to provide official answers to submitted questions.

Questions and Answers:

- Q1.** Can you please confirm if this opportunity is for M/WBE, SDVOB, and Small Business only?
- A1.** Confirmed.
- Q2.** Beyond the NYS DOS registration and DCJS-approved training, are there any additional certification requirements for security guards or supervising guards (e.g., crowd management, emergency response training)?
- A2.** There are no additional requirements outside of those identified in the RFQ.
- Q3.** The RFQ states that contractors will receive at least 14 days' notice for events. In the case of emergency or additional meetings, what is the minimum required notice period?
- A3.** The Commission will make an effort to notify the Contractor of emergencies no less than 14 days in advance as well; however, emergencies can arise in a shorter time frame. Emergency meetings have not come up yet, so there is no specific timeframe we can provide.
- Q4.** Are there any penalties for declining an emergency event due to short notice?
- A4.** There are no penalties for declining an emergency event only.
- Q5.** What is the expected payment processing timeframe once invoices are submitted?
- A5.** Invoices are set to be paid Net-30, meaning 30 days from submission of a proper invoice.

- Q6.** Are payments processed under Net-30, Net-45, or another schedule?
- A6.** Refer to A5.
- Q7.** Will any portion of the contract payments be subject to retainage (holdback)?
- A7.** No.
- Q8.** Can the contractor provide a minimum staffing guarantee for multiple regions?
- A8.** It is required that four security guards and two supervising security guards are present at each event, held in any region.
- Q9.** In the event of last-minute personnel shortages, does the contract allow for staff substitutions (e.g., replacing a supervisor with a lead guard if needed)?
- A9.** Any proposed staffing changes must be pre-approved by the Commission prior to the start time of the event.
- Q10.** The RFQ states that incident reports must be submitted within 24 hours. Is there a required format for these reports?
- A10.** No.
- Q11.** Do reports need to include security footage or witness statements?
- A11.** Depending on the severity of the incident, the Commission may request additional details in reporting. The Commission will make the final determination on what is needed for the report.
- Q12.** Should reports be submitted to a specific point of contact at NYS OGS?
- A12.** This process will be discussed with the awarded Contractor(s).
- Q13.** Can you confirm the minimum insurance coverage requirements (general liability, workers' compensation, umbrella policy, etc.)?
- A13.** Insurance requirements are outlined in RFQ Appendix D – Insurance Requirements.
- Q14.** Are there additional insurance requirements for high-risk security events?
- A14.** No.
- Q15.** If two bidders submit the lowest responsible proposal, what criteria will be used to determine the contract award (e.g., past experience, MWBE status, additional discounts)?
- A15.** An early payment discount may be considered in resolving tie quotes.
- Q16.** Will there be a need for armed guards?
- A16.** No.
- Q17.** Please clarify if this is Armed or Unarmed Security Guard Service.

- A17.** This RFQ is for Unarmed Security Guard Services.
- Q18.** Is it a requirement that the Contractor cover an entire region or can they submit pricing for certain counties only within a region?
- A18.** The Contractor is required to cover all events in a region; therefore, pricing must reflect the entire region and not certain counties.
- Q19.** For clarification, will all three regions be prevailing wage?
- A19.** Yes, refer to RFQ Section 2.6.
- Q20.** What is the estimated start date?
- A20.** The start date will be upon OSC approval. It is estimated that OGS can obtain all approvals by June 2025; however, this is not guaranteed.
- Q21.** How much advance notice is typically given for the events?
- A21.** Refer to A3.
- Q22.** Our company policy is that all shifts are subject to a six hour minimum for billing (and payroll). I see that on Page 7, Section 2.1, it mentions a duration of 4-6 hours. Can you clarify?
- A22.** An event can range from 4-6 hours in duration. The Contractor will only be paid for hours worked. No billing minimum will be accepted.
- Q23.** Is there any union requirement for this project?
- A23.** No.
- Q24.** Are security guards required to have any Fire Guard Certifications?
- A24.** No.
- Q25.** May we know who the incumbent company is?
- A25.** This is a new service for the Commission.
- Q26.** Do you have an estimated start date for the job?
- A26.** Refer to A20.
- Q27.** When are the results expected to be announced?
- A27.** The results of submitted quotes will be posted to the OGS Bid Calendar on March 26, 2025.
- Q28.** How long is the contract term, and are there renewal options available?
- A28.** Refer to Section 4.3 Term of Contract.

- Q29.** What is the address of the sites and total size of the buildings? Additionally, is there a floor plan available?
- A29.** As specific locations are not identified at this time, we cannot answer this question. The current list of tentatively scheduled meetings (as well as past meetings) can be found at: <https://www.ny.gov/new-york-state-community-commission-reparations-remedies/about-commission#meetings>
- Q30.** Is there a set working schedule, or would we be responsible for creating our own?
- A30.** The Contractor is responsible for coordinating with their staff based on the Commission's meeting schedule and required arrival time.
- Q31.** Is a bond required for this bid?
- A31.** No.
- Q32.** If possible, can you share any information regarding the previous vendor's pricing?
- A32.** Refer to A25.
- Q33.** Is there a prevailing wage we need to follow as well?
- A33.** Refer to A19.
- Q34.** How and where would we submit our documents? would it have to be in person or online?
- A34.** Refer to RFQ Section 3.5 Instructions for Quote Submission.
- Q35.** Is there a site tour and is it a requirement needed when submitting the bid?
- A35.** No.
- Q36.** How many events are we looking at for the year?
- A36.** Refer to Section 2.2 Schedule of Services.
- Q37.** What is the bill rate?
- A37.** Contractors are required to submit their bill rate on Attachment 1 – Quote Proposal Form.
- Q38.** Is a security vehicle required for the security assignment?
- A38.** No.

All other terms and conditions remain unchanged.

If submitting a quote, this Addendum #1 for RFQ #2982 must contain an original signature, be dated, attached to, and made a part of your quote.

Company Name _____

Address (include City, State, Zip)_____

Bidders Name (please print)_____

Title_____

Signature_____

Date_____



Office of General Services

Request for Quote #2982
Solicited by the
New York State Office of General Services
for the benefit of the
New York State Community Commission
on Reparations Remedies
for
Security Guard Services

ISSUE DATE: February 19, 2025

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1. Introduction

1.1 Overview of the New York State Community Commission on Reparations Remedies

The New York State (NYS) Community Commission on Reparations Remedies (the “Commission”) is established to examine the institution of slavery in New York and the extent to which the federal, State, and local governments supported the institution of slavery; to recommend appropriate remedies and reparations in consideration of the Commission’s findings; and to submit a written report of its findings and recommendation to the Governor, the Temporary President of the Senate, the Speaker of the Assembly, and the minority leaders of the Senate and Assembly. For more information, please see the legislation establishing the Commission at <https://www.nysenate.gov/legislation/bills/2023/S1163/amendment/A>.

The purpose of this Request for Quote (RFQ) is to retain security guard services for a one-year term, with an optional one-year renewal, to the Commission for public meetings and town halls. This RFQ is intended to be a multi-award contract based on three NYS regions. The successful Proposers will be required to execute a Contract that includes standardized terms and conditions. The Contract form is attached as Appendix C.

1.2 Designated Contacts

In compliance with the Procurement Lobbying Law, Rebecca Beattie, Contract Management Specialist 1, Office of General Services (OGS) Division of Financial Administration, Agency Procurement Office, is designated as the PRIMARY designated contact for this Solicitation and may be reached by e-mail or phone for all inquiries regarding this Solicitation at:

Rebecca Beattie, Contract Management Specialist 1
NYS Office of General Services
Financial Administration / Agency Procurement Office
32nd Floor, Corning Tower, Empire State Plaza
Albany, New York 12242
Phone: 518-474-0345
E-mail: Rebecca.Beattie@ogs.ny.gov

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

Paige Corning, Contract Management Specialist 3
NYS Office of General Services
Financial Administration / Agency Procurement Office
32nd Floor, Corning Tower, Empire State Plaza
Albany, New York 12242
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Erin Datri, Director of the Agency Procurement Office
NYS Office of General Services
Financial Administration / Agency Procurement Office
32nd Floor, Corning Tower, Empire State Plaza
Albany, New York 12242
Phone: 518-474-5981
E-mail: Erin.Datri@ogs.ny.gov

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

Joshua Quiles, Compliance Specialist 2
NYS Office of General Services
Office of Business Diversity / MWBE / SDVOB
29th Floor, Corning Tower Bldg., Empire State Plaza
Albany, New York 12242
Phone: 518-408-0432
Email: OGS.sm.MWBE@ogs.ny.gov

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

NYS Office of General Services
Division of Service-Disabled Veterans' Business Development
32nd Floor, Corning Tower, Empire State Plaza
Albany, New York 12242
Phone: 518-474-2015
E-mail: veteransdevelopment@ogs.ny.gov

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

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

1.3 Key Events

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

| Action | Date |
|---|-------------------------------|
| OGS Issues RFQ #2982 | February 19, 2025 |
| Deadline for Submission of Proposer Questions | February 28, 2025 |
| OGS Issues Responses to Written Questions (estimated) | March 12, 2025 |
| Quote Due Date | March 26, 2025 at 2:00 PM EST |
| Contract Start Date | Upon OSC approval |

1.4 Minimum Proposer Qualifications

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

The State considers the following qualifications to be a pre-requisite in order to be considered a qualified Proposer for purposes of the Solicitation. This Solicitation is being let as a discretionary purchase of

services having a value less than \$500,000 under New York State Finance Law § 163(6). Proposers not meeting the qualifications below (A, B, and C) will be disqualified. Proposers may not use a subcontractor's or any other entity's qualifications to meet requirements.

A. Proposers 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.

and

B. Proposers shall have been in business for a minimum of three years providing security guard services for large, public events.

and

C. Proposers shall be registered with the NYS Department of State (DOS) for security guard services and completed all required NYS Division of Criminal Justice Services (DCJS) approved training.

1.5 Glossary of Terms

“Contract” shall mean the contract entered into between OGS and the successful Proposer. The form of Contract that the successful Proposer will be expected to execute is attached hereto as Appendix C.

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

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

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

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

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

“Proposer,” or **“Offeror”** shall mean any person, partnership, firm, corporation, limited liability company, or other authorized entity submitting a proposal to the State pursuant to this Solicitation.

“Quote” or **“Proposal”** shall mean the submission provided to OGS in response to this RFQ.

“Request for Quote,” **“RFQ,”** or **“Solicitation”** shall mean this document.

“Services” shall mean the tasks assigned to the Contractor as provided in this Solicitation or the contract resulting therefrom.

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

2. Scope of Services

2.1 Services

The NYS Community Commission on Reparation Remedies holds public meetings and town hall discussions at various venues across NYS to discuss with the public the Commission's work and progress. These events can range from 200 to 400 in person attendees, for a duration of four to six hours. It is required that four security guards and two supervising security guards are present at each event.

The Contractor is expected to participate in pre-planning of events, including phone calls and virtual meetings. The Contractor is required to travel to, and be on-site for, each event.

2.2 Schedule Of Services

The Contractor shall be on-site for all meetings and town halls, arriving at least 30 minutes prior to an event. Public meetings and town halls can be held typically one to three times per month each, any day of the week, excluding holidays. Some upcoming dates and locations have been identified, not all. Please refer here for a list of upcoming meetings: <https://www.ny.gov/new-york-state-community-commission-reparations-remedies/about-commission#meetings>. For purposes of this Solicitation, it is estimated that 12 meetings and town halls will be held in each of the three regions over the course of the one-year base period covered by the contract resulting from this Solicitation. Refer to Attachment 2 – Regional Map, for a breakdown of the three NYS regions. Proposers shall submit pricing for one or more regions; however, Proposers are not required to submit pricing for all three regions. The Commission will endeavor to give the Contractor notice at least 14 days in advance of needed services for public meetings or town halls. If additional/emergency meetings are needed, the Contractor will be given as much notice as possible.

2.3 Service Requirements

For each event, the Contractor shall:

- A. Maintain a physical presence inside and outside of the venue for the duration of the event and remain on site until all attendees have cleared.
- B. Check all visitor bags upon entry.
- C. Check all visitors utilizing handheld metal detectors.
- D. Escort Commissioners to and from their vehicles upon arrival and departure.
- E. Monitor the interactions between the Commission's speakers, special guests, and the general public. Security guards shall intervene if tensions rise, and attendees become hostile.
- F. Be prepared to coordinate with local law enforcement in the event of an emergency.
- G. Provide a detailed emergency evacuation plan in the event of an emergency.
- H. Provide an incident report to the Commission no later than 24 hours after an event, if needed.

2.4 Staffing Requirements

The Contractor shall be registered with the NYS Department of State (DOS) for security services and completed all NYS Division of Criminal Justice Services (DCJS) approved training. The following training courses are required:

- A. 8 Hour Pre-Assignment Training
- B. 16 Hour On-The-Job Training
- C. 8 Hour Annual In-Service Training, as needed.

The Contractor shall provide four security guards and two supervising security guards per event. All security guards must visibly display their DOS photo ID at all times. A particular uniform is not required; however, security guards should dress professionally.

2.4.1 Security Guard

Each security guard shall meet the following requirements:

- A. High School Diploma or GED.
- B. Minimum of 18 years of age.
- C. Minimum of six months experience as a DOS registered security guard.
- D. Physically capable of performing essential duties.

2.4.2 Supervising Security Guard

Each supervising security guard shall meet the following requirements:

- A. All security guard requirements listed in Section 2.4.1 above.
- B. Minimum of one year experience as a full-time, DOS registered security guard.

2.5 Working Conditions

The Commission operates with a commitment to equity and social justice, guided by a diverse team of professionals. There is no office location for the Commission, and the Contractor will be expected to provide its own equipment and travel means. The role requires flexibility in working hours to accommodate the needs of the Commission.

The Commission values diversity. It is dedicated to fostering an inclusive environment where individuals from various backgrounds and experiences are welcomed and empowered to contribute to our mission.

2.6 Prevailing Wage Rate Advisory Notice

This contract is subject to the prevailing wage requirements for public works. The NYS Department of Labor (DOL) has determined that the prevailing wage title applicable to this contract is for security guards. DOL Article 9 - Prevailing Rate Case Number PRC# 2025900004 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>

2.7 Contractor's Compensatory Liability

In the event that the Contractor fails to complete any of the specified Services within the timeframe required, OGS and the Commission reserve 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 and the Commission further reserve the right to collect such reimbursement from any outstanding payments due to the Contractor.

2.8 Warranties

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

2.9 Confidentiality

Contractor agrees to keep confidential and not to disclose to third parties any information provided by the Commission or learned by the Contractor during the performance of the Contract unless Contractor has received the prior written consent of the Commission 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

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 e-mail to the PRIMARY Designated Contact:

Rebecca Beattie, Contract Management Specialist 1
NYS Office of General Services
Financial Administration / Agency Procurement Office
32nd Floor, Corning Tower, Empire State Plaza
Albany, New York 12242
Phone: 518-474-0345
E-mail: Rebecca.Beattie@ogs.ny.gov

All questions should cite the page number, section, and paragraph number of this RFQ, where applicable. Please submit questions as early as possible following receipt of the RFQ. The deadline for submission of any questions/clarifications regarding this RFQ are listed in **Section 1.3 - Key Events**. Questions received after the deadlines may not be answered. Proposers are strongly encouraged to submit questions as soon as possible. Answers to all questions of a substantive nature will be provided to all Proposers in the form of a question-and-answer document that will be posted on the OGS website as an addendum at <https://ogs.ny.gov/procurement/bid-opportunities>. The question-and-answer document will **not** identify the Proposer asking the question. Any additional addenda will be posted to the same location. Any oral information obtained from, or statements made by, representatives of OGS shall not be construed as in any way amending this RFQ or the Contract. Only such corrections or addenda as are issued, in writing, to all Proposers shall become a part of this RFQ or the Contract.

3.2 Quote Format and Content

In order for OGS and the Commission to evaluate Quotes fairly and completely, Proposers are strongly encouraged to follow the format set forth herein and should provide all of the information requested. All items requested in this Submission section should be provided and addressed as clearly as possible. Failure to conform to the stated requirements may necessitate rejection of the Quote.

Proposers may be requested to provide clarification based on the State's evaluation procedure. Any clarification will be considered a formal part of the Proposer's original Quote. If further clarification is needed during the evaluation period, OGS will contact the Proposer.

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

OGS reserves the right to conduct an interview/presentation. The Contractor must be ready, willing, and able to attend upon OGS request.

- A. Cover Letter: The cover letter should confirm that the Proposer understands all the terms and conditions contained in this RFQ and will comply with all the provisions of this RFQ and that if the Contract is awarded to the Proposer, it will be prepared to begin providing Services on the date indicated in Section 1.3 – Key Events. The cover letter should also include the full contact information of the Proposer's representative that OGS may contact regarding the quote. A Proposer representative authorized to make contractual obligations must sign the cover letter.

- B. Minimum Qualifications: Proposers must include specific details regarding their ability to meet the minimum qualifications as set forth in Section 1.4, including names of the clients the services were provided for, geographical location of services, description of services provided, and length of services to prove. Failure to provide clear information to allow OGS to verify the minimum qualifications have been met may result in rejection of your Proposal.
- C. Proposers shall describe their capabilities to provide the Services required in this RFQ by providing the following:
- i. A plan of approach for each of the Service Requirements listed in Section 2.3 of this RFQ document, including an emergency evacuation plan.
 - ii. Experience providing security guard services for large, public events.
 - iii. At least two references from existing clients for which the Proposer has performed work similar to the size and scope of the Services as described herein.
 - iv. Proof of current, valid DOS security guard registration, and photo ID.
 - v. Proof of completion for all required DCJS approved training listed in Section 2.4 Staffing Requirements.
- D. Pricing: Proposers shall submit a completed RFQ Attachment 1 – Quote Proposal Form, for one or more regions as described in Attachment 2 – Regional Map. Proposers are not required to submit pricing for all three regions. Proposers shall provide an hourly rate for security guards and supervising security guards.
- i. The security guard hourly rate shall be multiplied by 4 (number of security guards per event), then multiplied by 6 (the estimated number of hours per event), and then multiplied by 12 (events), and the region grand total shall be entered on Attachment 1 – Quote Proposal Form.
 - ii. The supervising security guard hourly rate shall be multiplied by 2 (number of supervising security guards per event), then multiplied by 6 (the estimated number of hours per event), and then multiplied by 12 (events), and the region grand total shall be entered on Attachment 1 – Quote Proposal Form.

Proposers shall not provide alternative pricing or deviate from RFQ 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:
 - a. Insurance – Proposers are reminded of the insurance requirements as described in Appendix D. The selected Proposer will be required to provide all necessary documentation upon notification of selection.
 - b. Vendor Responsibility – Proposers are reminded of the requirement as described in Section 5.7 and are requested to complete the online questionnaire located on the OSC VendRep System website prior to quote submission. If the vendor has previously certified responsibility online, it shall ensure that the VRQ was recertified in the last 6 months.

- c. Document Consistency – An award will only be made to the entity that has submitted the Quote. All submitted documents must be consistent with official name of proposing 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 RFQ Attachment 1 – Quote Proposal Form
- B. One original of the cover letter; Minimum Qualifications information; experience, approach to providing the Services, emergency evacuation plan, and references.
- 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:

- D. Proposer's complete name and address
- E. Solicitation Number: RFQ #2982
- F. Quote Due Date and Time: (as stated in Section 1.3 - Key Events)
- G. Quote for: Security Guard Services

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 Proposers 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
32nd Floor, Corning Tower Bldg., Empire State Plaza
Attn: Rebecca Beattie
RFQ #2982

E-MAIL OR FAX 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 Proposer 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. Proposers assume all risks for timely, properly submitted deliveries. Proposers 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 Proposer has demonstrated to the satisfaction of the Commissioner that the Late Quote was caused solely by factors outside the control of the Proposer. 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 Proposer. 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 by issuing Office is made or withdrawal of the Quote in writing by Proposer. Tentative award of the Contract shall consist of written notice to that effect by the issuing Office to the successful Proposer. 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 518-474-0345 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

4.1 Issuing Office

This RFQ is being issued by the OGS Division of Financial Administration, Agency Procurement Office, for the benefit of the NYS Community Commission on Reparations Remedies.

4.2 Contract Award

This RFQ is intended to be a multi-award Contract. There are three regions as described in Attachment 2 – Regional Map. The winning Contractor(s) will be the lowest responsive and responsible quote based on the grand total for each region.

Upon determination of the lowest price quote for each region, a Contract in the form attached hereto as Appendix C will be delivered to the successful Proposer(s) for signature and shall be returned to the Issuing Office for all necessary NYS approvals. The Contract will require approval from the NYS Office of the Attorney General (AG) and the NYS Office of the State Comptroller (OSC) before it becomes valid and effective. Upon final approval, a fully executed Contract will be delivered to the Contractor.

The region grand total amount quoted by the selected Contractor(s), shall be used to establish the contract value. The established 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 Term of the Contract shall commence upon OSC approval and will be in effect for one year, with an optional one-year renewal. The option to extend the contract for the one additional year shall be solely determined by the Commission. As set forth in the Contract, the Contract may be terminated for convenience upon 30 days' notice. Upon the completion of the Commission's work and after any necessary close out activities, OGS and the Commission anticipate that the Contract will be terminated for convenience.

4.4 Price

Proposers must provide an hourly rate for security guards and supervising security guards providing services described in Section 2.3 – Service Requirements, using Attachment 1 – Quote Proposal Form, for one or more regions as described in Attachment 2 – Regional Map. The hourly rate shall be equal to or lower than any rate provided by the Proposer to other clients for like services. Any deviations, alterations, qualifiers, or ranges of the hourly rate included with the quote may result in rejection of the proposal. As noted in Section 2.2 – Schedule of Services, the Commission estimates that the provision of services described herein will require, on average, approximately 6 hours per event, for 12 events, each region. This is an estimate only. Additional/emergency events may be added, depending on the Commission's hearing schedule and needs.

If the Proposer offers an early payment discount for payments made in less than 30 days after receipt of a proper invoice, please detail the discount by providing, in the appropriate place on 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 the Proposer offers multiple discounts, please provide the details for each discount offered (for example: 2%/15 days; 1%/20 days).

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

4.5 Method of Payment

Invoices will be processed monthly in accordance with established procedures of the OGS and OSC and payments will be subject to the prompt payment provisions of Article 11-A of the New York State Finance Law as more fully set forth in the Contract.

4.6 Electronic Payments

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by OGS, in the OGS 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 New York State 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, it may request them via e-mail at 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 OGS Commissioner has expressly authorized payment by paper check as set forth above.

4.7 Exceptions and Extraneous Terms

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

Proposers wishing to obtain an exemption or waiver for any part of this Solicitation must contact the Issuing Office in writing by the questions due date as identified in the Key Events section. 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.

4.8 Dispute Resolution

It is the policy of the OGS to provide Proposers with an opportunity to administratively resolve disputes, complaints or inquiries related to Solicitations, contract awards, and contract administration. OGS encourages Proposers to seek resolution of disputes informally, through consultation with OGS staff, prior to commencing a formal dispute process. All such matters will be accorded full, impartial and timely consideration. A copy of the OGS Dispute Resolution Procedures for Vendors may be obtained by contacting the designated contact person identified in Section 1.2 of 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.

4.9 Rules of Construction

Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, the singular 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.

4.10 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 Proposer to balance unbalanced pricing.

4.11 Examination of RFQ and Contract Documents

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

by reason of any matter or thing concerning which such Proposer might have fully informed itself prior to proposing.

- C. Any Proposer in doubt as to the true meaning of any part of the specification or the proposed Contract shall submit to Rebecca Beattie, Division of Financial Administration, 32nd Floor, Corning Tower Building, Empire State Plaza, Albany, New York 12242 e-mail: Rebecca.Beattie@ogs.ny.gov a written request for an interpretation thereof. If a major change is involved to which all Proposers must be informed, such request for interpretation shall be delivered, in writing, no later than the question due date listed in Section 1.3 – 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 must be acknowledged by signature, dated and be submitted as part of the Administrative Proposal. In awarding a contract, any addenda will become a part thereof.
- E. Any oral information obtained from, or statements made by, representatives of OGS at the time of examination of the documents, pre-quote conference, or interview shall not be construed as in any way amending this RFQ or the Contract. Only such corrections or addenda as are issued, in writing, to all Proposers shall become a part of the contract.

4.12 Debriefings

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Proposer may request a debriefing regarding the reasons that the quote submitted by the Proposer was not selected for award. Requests for a debriefing must be made within fifteen calendar days of notification by OGS that the Quote submitted by the Proposer was not selected for award. Requests should be submitted in writing to the Designated Contact identified in Section 1.2 of the Solicitation.

4.13 Procurement Rights

New York State reserves the right to:

- A. Reject any and all Quotes received in response to this Solicitation.
- B. Disqualify a Proposer from receiving the award if the Proposer, or anyone in the Proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- C. Correct Proposers' mathematical errors and waive or modify other minor irregularities in Quotes received, after prior notification to the Proposer.
- D. Adjust any Proposer's expected costs of the quote price based on a determination of the evaluation committee that the selection of the said Proposer will cause the State to incur additional costs.
- E. Utilize any and all ideas submitted in the Quotes received.
- F. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
- G. Begin contract negotiations with another Proposer in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification.

- H. Waive any non-material requirement not met by all Proposers.
- I. Not make an award from this Solicitation.
- J. Make an award under this Solicitation in whole or in part.
- K. Make multiple contract awards pursuant to the Solicitation.
- L. Have any service completed via separate competitive quote or other means, as determined to be in the best interest of the State.
- M. Seek clarifications of Quotes.
- N. Disqualify any Proposer 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 OGS Commissioner, at their sole discretion, will determine award using the pre-established process. For best value procurements, cost will be the determining factor.

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

5. Other Requirements

5.1 Appendix A

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. Appendix A is a separate document to this RFQ and shall be retained for reference by the Proposer.

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 Solicitation 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 this Solicitation 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 will be 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 Tax and Finance Clause

TAX LAW § 5-A:

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

This law imposes upon certain Contractors the obligation to certify whether or not the Contractor, its affiliates, and its Subcontractors are required to register to collect State sales and compensating use tax

and Contractors must certify to DTF that each affiliate and Subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a Contractor meeting the registration requirements but who is not so registered in accordance with the law.

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

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

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

5.5 Freedom of Information Law / Trade Secrets

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

5.6 New York State Vendor File Registration

Prior to being awarded a contract pursuant to this Solicitation, Proposers must be registered in the New York State Vendor File (Vendor File) administered by 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 Proposer 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 Proposer 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. OGS will initiate the vendor registration process for all Proposers recommended for contract award. Once the process is initiated, registrants will receive an e-mail from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: <http://www.osc.state.ny.us/vendors/index.htm>

Form to be completed: <https://www.osc.state.ny.us/sites/default/files/vendors/2017-11/vendor-form-ac3237s-fe.pdf>

5.7 New York State Vendor Responsibility Questionnaire

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

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

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

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

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

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the OGS Commissioner 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 OGS Commissioner or her designees, in their sole discretion, reserve the right to suspend any or all activities under this Contract, at any time, when they discover 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 OGS Commissioner, or their designees 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 State officials or staff, the Contract may be terminated by the OGS Commissioner or her designees at the Contractor's expense where the Contractor is determined by the OGS Commissioner or her designees to be non-responsible. In such event, the OGS Commissioner or her designees may complete the contractual requirements in any manner they may deem advisable and pursue available legal or equitable remedies for breach.

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

5.8 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 Proposer 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 has caused 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 Proposer containing the certification required above shall be deemed to have been authorized by the board of directors of such Proposer, 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 Proposer.

If the Proposer cannot make the required certification, such Proposer shall so state and shall furnish with the quote a signed statement that sets forth in detail the reasons that the Proposer cannot make the

certification. After review and consideration of such statement, OGS may reject the proposal 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 – Required Forms, which Proposer must submit with its proposal.

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
<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.

RFQ Appendix B

Required Forms

RFQ #2982

Required Forms – Table of Contents

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

- Contractor Information Page
- Corporate Acknowledgement (must be notarized)
- Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j (3) and §139-j (6) (b)
- Offerer Disclosure of Prior Non-Responsibility Determinations
- Offerer's Certification of Compliance with State Finance Law §139-k(5)
- NYS Required Certifications
 - Nondiscrimination In Employment In Northern Ireland Macbride Fair Employment Principles
 - Non-Collusive Bidding Certification
 - Diesel Emission Reduction Act
 - Executive Order No 177 Certification
 - State Finance Law § 139-I Certification
 - Small Business Certification
- Certification Under Executive Order No. 16- Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia
- ST-220 -TD Taxation & Finance Contractor Certification
(Submitted directly to Taxation & Finance)
- ST-220 -CA Taxation and Finance Covered Agency Certification
- EEO 100- Equal Employment Opportunity Staffing Plan

Contractor Information

Solicitation Number

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? (Please review the clause entitled "Freedom of Information Law / Trade Secrets" of this Solicitation before answering).</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)

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

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

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

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

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

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

Instructions:

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

Offerer Disclosure of Prior Non-Responsibility Determinations

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

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

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

By: _____ Date: _____
Signature

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

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

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

Procurement Lobbying Termination

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

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

Executive Order No. 177 Certification

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

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

Generally, the Human Rights Law applies to:

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

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

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

State Finance Law § 139-I Certification

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

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

Small Business Certifications

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

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

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

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

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

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

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

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

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

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

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

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

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

| | | | |
|---|-------|-------|--|
| 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 | |

NYS Department of Taxation and Finance - FORMS

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



Contractor Certification

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

ST-220-TD

(4/15)

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

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

General information

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

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

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

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


Mail completed form to:

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

Privacy notification

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

Need help?


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

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

Telephone assistance

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

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

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

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

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

Section 1 – Contractor registration status

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

Section 2 – Affiliate registration status

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

Section 3 – Subcontractor registration status

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

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

Town of _____,

County of _____,

State of _____; and further that:

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

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

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

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

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

Notary Public

Registration No. _____



Contractor Certification to Covered Agency

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

ST-220-CA

(12/11)

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

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

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

(name)

(title)

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

(Mark an X in only one box)

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

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

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

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

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

When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ___ day of _____ in the year 20___, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that ___ he maintains an office at: _____

Town of _____,

County of _____,

State of _____; and further that:

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

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

Notary Public

Registration No.

Privacy notification

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

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

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

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

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

Need help?

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

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

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

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

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

Instructions for completing:

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

RACE/ETHNIC IDENTIFICATION

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

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

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

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

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

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



EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

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

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

Enter the total number of employees for each classification:

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

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

NAME AND TITLE OF PREPARER (Print or Type):

State of New York
Office of General Services
Agreement for
Security Guard Services for
the New York State Community Commission
on Reparations Remedies
with
[Contractor Name]
Contract #OGS01-C00XXXX-1140000

THIS AGREEMENT (this “Contract”) is made this ___ day of _____ 2025 by and between the New York State Office of General Services, with an office at Corning Tower 36th Floor, Empire State Plaza, Albany, New York 12242 (“OGS”), and [Contractor Name] (“Contractor”), with an office at [business address]. OGS and Contractor may hereinafter be referred to jointly as the “parties” and individually as a “party.”

WITNESSETH:

WHEREAS, in accordance with Chapter 729 of the Laws of 2023, the New York State Community Commission on Reparations Remedies (the “Commission”) is established to examine, among other things, the institution of slavery in New York and the extent to which the federal, State, and local governments supported the institution of slavery; to recommend appropriate remedies and reparations in consideration of the Commission’s findings and to submit a written report of its findings and recommendation to the Governor, the Temporary President of the Senate, the Speaker of the Assembly, and the minority leaders of the Senate and Assembly; and

WHEREAS, in support of the Commission, OGS issued Request for Quotes #2982 (the “RFQ”) to obtain security guard services for the Commission; and

WHEREAS, the Contractor submitted a quote in response to the RFQ, and in accordance with the Method of Award set forth in the RFQ, OGS has determined that Contractor is qualified and ready, willing, and able to perform the required 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. Services to be Provided

Contractor shall provide the following services to the Commission and warrants that such services shall be provided in a professional and workmanlike manner in accordance with industry standards. OGS reserves the right, at its sole discretion and at the request of the Commission, to reduce the amount or scope of services provided under this Contract. Any such reduction shall be effectuated by written amendment to this Contract.

For each event, the Contractor shall:

- A. Maintain a physical presence inside and outside of the venue for the duration of the event and remain on site until all attendees have cleared.
- B. Check all visitor bags upon entry.
- C. Check all visitors utilizing handheld metal detectors.
- D. Escort Commissioners to and from their vehicles upon arrival and departure.
- E. Monitor the interactions between the Commission's speakers, special guests, and the general public. Security guards shall intervene if tensions rise, and attendees become hostile.
- F. Be prepared to coordinate with local law enforcement in the event of an emergency.
- G. Provide a detailed emergency evacuation plan in the event of an emergency.
- H. Provide an incident report to the Commission no later than 24 hours after an event, if needed.

2. Compensation

Contractor shall bill OGS for services performed under this Contract at the hourly rate of \$_____ for security guards, and \$_____ for supervising security guards.

The hourly rate shall be inclusive of all travel, customs, duties, and charges, including but not limited to, insurance, administrative, profit, ancillary costs, all fixed overhead costs including but not limited to expenses for word processing, secretarial or clerical work, office expenses, travel, and similar routine expenses not expressly related to Commission business. The hourly rate shall be equal to or lower than any rate provided by the Proposer to other clients for like services.

3. Invoicing and Payment Requirements

Invoices will be processed monthly in accordance with established procedures of OGS and the Office of the State Comptroller ("OSC"). Fees and expenses shall become payable pursuant to NYS Finance Law Article 11-A and upon the receipt of an approvable invoice that includes the following information:

- A. The Contract number (C00XXXX), Contractor's New York State Vendor Identification Number, and an invoice number;
- B. An indication that the invoice is submitted to "Office of General Services on behalf of the NYS Reparations Commission";
- C. The start and end date of the period to which the invoice pertains;
- D. A brief description of the work performed;
- E. The Services being billed for and associated hourly rate described in this contract Section 2 - Compensation.
- F. The dates each billed service was rendered; and
- G. The total amount billed for services for the invoice period.

Invoices without the above stated information will be returned to the 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
Albany, New York 12226**

A copy of each invoice must also be submitted to the Commission Chair via email at the following address: Seanelle.Hawkins@reparations.ny.gov

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

4. Term and Termination

A. Term

This Contract shall commence and be deemed effective upon approval by the Office of the Attorney General ("OAG") and OSC and shall continue for a period of one year unless sooner terminated as herein specified. At the option of the OGS and with the consent of Contractor, this Contract may be extended for up to one additional year. OGS anticipates terminating this Contract for convenience upon the completion of the Commission's work and after any necessary close out activities.

B. Termination and Suspension

This Contract may be terminated by OGS: (1) for convenience at any time upon 30 day's prior written notice; (2) immediately for cause; (3) if Contractor's certifications under State Finance Law §§ 139-j and 139-k are found to be intentionally false or intentionally incomplete; or (4) if Contractor makes any arrangement for assignment for the benefit of creditors. Contractor may terminate this Contract upon not less than 60 days' written notice. Contractor shall be paid for all services and expenses incurred in accordance with the terms of this Contract through the date of termination.

In addition, this Contract may be suspended or terminated by OGS as follows:

- (1) Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Vendor Responsibility Questionnaire shall be disclosed to OGS, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, Contractor agrees, if requested by OGS, to present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

- (2) OGS, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when it discovers information that calls into question the responsibility of Contractor. In the event of such suspension, Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as OGS issues a written notice authorizing a resumption of performance under this Contract.
- (3) Upon written notice to Contractor, and a reasonable opportunity to be heard by the appropriate OGS officials or staff, this Contract may be terminated by OGS at Contractor's expense where Contractor is determined by OGS to be non-responsible. In such event, OGS may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

In no event shall the suspension or termination of this Contract constitute or be deemed a breach of this Contract, and no liability shall be incurred by or arise against OGS or Contractor, or their agents and employees for lost profits or any other damages.

5. Insurance

In the performance of services under this Contract, Contractor shall at its own expense maintain the following insurance. Proof of Coverage is due upon notification of tentative award.

| Insurance Type | | Proof of Coverage is Due |
|--|--|--|
| Commercial General Liability | 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 | |
| Business Automobile Liability Insurance | No less than \$1,000,000 each accident | |
| Workers' Compensation | | |
| Disability Benefits | | |

6. Indemnification

Contractor shall defend, indemnify, and hold the State of New York (the "State"), its agents, officers, and employees harmless from and against all claims, judgments, liabilities, losses, obligations, liens, damages, costs and expenses, including, without limitation, reasonable attorneys' fees (collectively, "Claims") arising from or in connection with the Services to be performed under this Contract. Notwithstanding the foregoing, Contractor shall not be obligated

to indemnify the State for any Claims to the extent caused by the negligent act, failure to act, gross negligence, or willful misconduct of the State, or its agents, officers, or employees.

Contractor's duty to defend and indemnify the State shall in no way be limited by the limits of insurance maintained by Contractor as required herein. The State shall give Contractor (i) prompt written notice of any Claims, and (ii) assistance in the defense of any such Claim at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join any suit, action, proceeding, or claim, at its sole expense, when the State determines there is an issue involving a significant public interest.

7. No Waiver

The failure of any party in any instance to insist upon the strict performance of any term or condition of this Contract shall not be construed to be a waiver or relinquishment of any of the terms and conditions of this Contract, either at the time of such party's failure to insist upon strict performance or at any time in the future, and such terms and conditions will continue in full force and effect.

8. Ethics Compliance

Contractor and its employees must comply with the requirements of Public Officers Law §§ 73 and 74, other State laws, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing this Contract, 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 these provisions may result in termination of this Contract, and/or other civil or criminal proceedings as required by law.

9. Entire Agreement

Appendix A (Standard Clauses for New York State Contracts) is attached hereto and incorporated herein as fully as if set forth at length herein. This Contract and Appendix A constitute the entire agreement between the parties and supersede all prior and contemporaneous proposals, agreements, and understandings, oral and written, relating to the subject matter of this Contract. This Contract shall not be changed, modified, assigned, or altered in any manner except by an instrument in writing executed by both parties hereto and approved by OAG and OSC. In the event of any discrepancy, disagreement, or conflict between this Contract and Appendix A, the terms of Appendix A shall be given preference.

10. Force Majeure

Neither party hereto will be liable for losses, defaults, or damages under this Contract that 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 Contract, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, terrorism, pandemic, 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.

11. Dispute Resolution

It is the policy of the OGS to provide vendors with an opportunity to administratively resolve disputes, complaints, or inquiries related to contracts. OGS encourages vendors to seek resolution of disputes informally, through consultation with OGS 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 OGS Agency Procurement Office.

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 20 days of written notice of a dispute, the dispute will be referred to successive higher levels of each organization for final decision.

12. Notices

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

13. Compliance with Procurement Laws

- A. By execution of this Contract, Contractor certifies that information provided to the State with respect to the Vendor Responsibility Questionnaire, Procurement Lobbying Certifications, Contractor Disclosure Form A and Section 5-a of the Tax Law (Forms ST-220-TD and ST-220-CA) is complete, true, and accurate.
- B. Contractor hereby acknowledges that State Finance Law § 163(4)(g) & § 163(14)(a-d) impose certain reporting requirements on contractors providing consulting services to the State. In furtherance of these reporting requirements, Contractor agrees to complete and submit an initial planned employment data report and an annual employment report (Forms A and B respectively) as required by law. Complete instructions and forms may also be accessed at: <https://www.osc.ny.gov/state-agencies/gfo/chapter-xi/xi18c-consultant-disclosure>

14. General Requirements

- A. Contractor agrees to comply with all applicable State and federal laws and regulations in the performance of this Contract.
- B. Contractor agrees to notify OGS of any changes in the legal status or principal ownership of Contractor, 45 days in advance of such change.

- C. For reasons of safety and public policy, 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.
- D. OGS shall 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.
- E. OGS interpretation of specifications shall be final and binding upon the Contractor.
- F. OGS shall make no allowance or concession to the Contractor for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- G. OGS and the Commission reserve the right to reject and bar from any facility where Commission business is being conducted any employee or subcontractor hired by the Contractor.

15. Severability

In the event that any one or more of the provisions of this Contract 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 Contract, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Contract.

RFQ Appendix D

Insurance Requirements

RFQ #2982

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, 32nd Floor, Corning Tower, Empire State Plaza, Albany, New York 12242** as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to OGS and in accordance with the New York State Insurance Law (e.g., an ACORD 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 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 |
|--|--|--|
| Commercial General Liability | 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 | |
| Business Automobile Liability Insurance | No less than \$1,000,000 each accident | |
| Workers' Compensation | | |
| Disability Benefits | | |

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

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

- Sexual Abuse and Molestation
- Assault and Battery
- Care, custody, or control
- General Aggregate
- Products – Completed Operations Aggregate
- Personal and Advertising Injury
- Each Occurrence

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

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

Liquor Liability: Such insurance shall be written on ISO form CG 00 33 or its equivalent to cover liability arising out of, but not limited to:

- Blanket contractual liability, including tort liability of another assumed in a contract; and
- Defense and/or indemnification obligations, including obligations assumed under the Contract.

2. 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.

3. 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/app/answers/cms/a_id/2263/kw/CE);
- 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/app/answers/cms/a_id/2263/kw/CE);
- 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.

RFQ Appendix E

M/WBE and EEO Requirements

RFQ #2982

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

I. New York State Law

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

II. General Provisions

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

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

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

III. Equal Employment Opportunity (EEO)

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

1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.

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

B. Form EEO 100 – Staffing Plan

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

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

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

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

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

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

IV. Contract Goals

A. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers, or suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/FrontEnd/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 #2982 ATTACHMENT 1 QUOTE PROPOSAL FORM

Contractor: _____

The Contractor listed above agrees to provide all services in accordance with the specifications in this RFQ for the price quoted below. Please refer to Section 3.2 – Quote Format and Content, D: Pricing, and Section 4.4 – Price, for more details.

Proposers shall submit pricing for one or more regions; however, Proposers are not required to submit pricing for all three regions. Please refer to Attachment 2 – Regional Map.

Proposers are not to change, delete, or make any additions to this form, and are to supply only the quote information that is required. The proposed hourly rate for each title and each region shall be inclusive of all travel, customs, duties, and charges, including but not limited to, insurance, administrative, profit and ancillary costs.

| NYS Region | Title | All Inclusive Hourly Rate | Number of Guards | Number of Hours | Number of Events | | Region Total |
|-----------------------------|----------------------------|---------------------------|------------------|-----------------|------------------|---|--------------|
| Region 1 | | | | | | | |
| Upstate | Security Guard | \$ _____ | x 4 Guards | x 6 Hours | x 12 events | = | \$ _____ |
| Upstate | Supervising Security Guard | \$ _____ | x 2 Guards | x 6 Hours | x 12 events | = | \$ _____ |
| Region 1 Grand Total | | | | | | | \$ _____ |
| Region 2 | | | | | | | |
| Downstate | Security Guard | \$ _____ | x 4 Guards | x 6 Hours | x 12 events | = | \$ _____ |
| Downstate | Supervising Security Guard | \$ _____ | x 2 Guards | x 6 Hours | x 12 events | = | \$ _____ |
| Region 2 Grand Total | | | | | | | \$ _____ |
| Region 3 | | | | | | | |
| Western | Security Guard | \$ _____ | x 4 Guards | x 6 Hours | x 12 events | = | \$ _____ |
| Western | Supervising Security Guard | \$ _____ | x 2 Guards | x 6 Hours | x 12 events | = | \$ _____ |
| Region 3 Grand Total | | | | | | | \$ _____ |

***Number of hours and events are estimated and not a guarantee of work. The proposed quote amount is not a guarantee of payment. The Contractor shall be paid only for actual services rendered.**

Early payment discount offered: _____% / _____days after receipt of proper invoice.

Print Name/Title

Signature

Date

